



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

**June 3, 2025
5:00 PM**

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

Attend VIA ZOOM TELECONFERENCE – Details provided below

How to Submit Public Comments:

In Person:

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

Via Zoom:

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

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

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

Webinar ID: 893 3500 0272

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

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

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

Written Comments:

All comments received **before 3:00 pm the day of the meeting** will be posted on the City’s website on the agenda page (Agenda Page Link) and provided to the City Council prior to the meeting. Written comments will not be read aloud during the meeting. **Email comments to comment@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.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, 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 hbell@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. You may also contact the City Clerk via e-mail at hbell@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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gov. Code § 54957

Title: City Clerk

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representative: City Attorney, Eric Casher

Unrepresented Employee: City Clerk

C. 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 Pinole Police Employees Association (PPEA)

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

- C. City Council Committee Reports & Communications
- D. Council Requests for Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

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

A. **Proclamations**

- 1. Juneteenth
- 2. Pride Month
- 3. Philippine Independence Day

B. **Presentations**

None

9. **CONSENT CALENDAR**

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

- A. Approve the Minutes of the Regular City Council Meeting on May 20, 2025.
- B. Receive the May 17, 2025 – May 30, 2025, List of Warrants in the Amount of \$855,035.26 and the May 23, 2025, Payroll in the Amount of \$528,173.52.
- C. Approve Amendment to a Consulting Services Agreement for Employee Benefits Broker of Record Services **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**
- D. FY 2024/25 Third Quarter Financial Report **Action: Receive a Report (Markisha Guillory)**
- E. FY 2024/25 Third Quarter Investment Report **Action: Receive a Report (Markisha Guillory)**
- F. Amended Reserve Policy **Action: Adopt a Resolution per Staff Recommendation (Markisha Guillory)**
- G. Receive Update on Capital Projects Progress, Inspection and Permits Issuance, and Maintenance Operations **Action: Receive update on capital projects progress, conducted inspections and issued permits, and performed maintenance operations. (Heba El-Guindy)**
- H. Approval of Agreement between the City of Pinole and West Valley Construction Company Inc - Roble Avenue Storm Drain Improvements Project (SW2001) **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

10. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. **An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.**

- A. 1st Read AB481 Military Use Equipment **Action: Conduct Public Hearing and Introduce Ordinance on First Read (Jeremy Crone, Melissa Klawuhn)**
- B. Approval of Increase to Waste Collection Rates (Prop 218)
Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Kelcey Young)

11. OLD BUSINESS

- A. FY 2025/26 Revised Proposed Operating and Capital Budget **Action: Receive a Report (Markisha Guillory)**
- B. Draft Fiscal Year 2025-26 Baseline Budget and Five-Year Capital Improvement Plan **Action: Review the Draft Fiscal Year (FY) 2025-26 Capital Budget and the Five-Year FY 2025-26 through 2029-30 Capital Improvement Plan (CIP) and direct staff on changes. (Heba El-Guindy)**

12. NEW BUSINESS

- A. Adopt a Resolution authorizing the City Manager to execute the new solid waste franchise agreement with Richmond Sanitary Service, inc. dba Republic Services and to execute a side letter agreement regarding use of city rate stabilization funds to offset maximum service rates. **Action: Adopt resolution per Staff Recommendation (Kelcey Young)**

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 June 17, 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.

Heather Bell, CMC

City Clerk

POSTED: Thursday, May 29, 2025 at 4:00 pm



Proclamation

JUNETEENTH JUNE 19, 2025

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

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

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

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

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

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

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

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

WHEREAS, 2025 marks 160 Years of freedom celebrations. Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a day marked with celebrations and family gatherings and is a time for assessment, self-improvement and for planning for the future.

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, do hereby proclaim **June 19, 2025**, as **JUNETEENTH** in the City of Pinole and encourage all residents to celebrate, honor and reflect on the significant role that African Americans have played in the history of the United States and our City.

CAMERON SASAI
Mayor of the City of Pinole



Dated: June 3, 2025



Proclamation

LGBTQ+ PRIDE MONTH JUNE 2025

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council, proclaim **June 2025** as **LGBTQ+ PRIDE MONTH** in the City of Pinole, and call upon the residents of Pinole to support the equal rights of all citizens.

CAMERON SASAI
MAYOR of the City of Pinole





Proclamation

PHILIPPINE INDEPENDENCE DAY JUNE 12, 2025

***WHEREAS,** The Philippines, consisting of more than 7,000 separate islands in the western Pacific, was colonized by the Spanish in the latter part of the 16th century; and*

***WHEREAS,** Opposition to Spanish rule began among Filipino priests, who resented Spanish domination of the Roman Catholic churches in the islands; and*

***WHEREAS,** In the late 19th century, Filipino intellectuals and the middle class began calling for independence; and*

***WHEREAS,** June 12 marks the day the Philippines gained independence from Spain after being under its colonial rule for four centuries; and*

***WHEREAS,** the Philippines found itself under another rule less than a year after declaring its independence. The Philippines was given to the United States by Spain as part of the 1898 Treaty of Paris Agreement when it lost the war against the U.S; and*

***WHEREAS,** the refusal to acknowledge the Philippines' declaration of independence pushed Filipinos to revolt against the U.S., triggering the Philippine-American War that went on from 1899 to 1902; and*

***WHEREAS,** it was only on July 4, 1946, that the Philippines gained sovereignty through the Treaty of Manila. This prompted Filipinos to celebrate the country's independence on that date, which continued annually for 15 years until Philippine President Diosdado Macapagal officially changed the date back to June 12; and*

***WHEREAS,** this year, the Philippines will mark its 126th year of independence from Spanish rule with the theme "Kalayaan" which means freedom or liberty in Tagalog; and*

***WHEREAS,** Filipino Americans have contributed to the advancement of the City, State and County; and*

***WHEREAS,** Benjamin Reyes II, former Pinole City Attorney, was appointed as the first Filipino American Judge in Contra Costa County; and*

***WHEREAS,** in December 2022, Cameron Sasai, was elected to serve on the Pinole City Council and in December 2024, he was appointed as the Mayor making him the First Filipino American to serve on the City Council and Mayor since the City's founding.*

***NOW, THEREFORE, I, CAMERON SASAI** Mayor of the City of Pinole, County of Contra Costa, State of California, do hereby proclaim **June 12, 2025**, as **PHILIPPINE INDEPENDENCE DAY** in the City of Pinole and encourage all residents to celebrate, honor and reflect on the significant role that Filipino Americans have played in the history of the United States and our City.*

CAMERON SASAI
MAYOR of the City of Pinole



Dated: June 3, 2025



City of Pinole, CA

9B WARRANT LISTING By Vendor Name

Payment Dates 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3021 - 4IMPRINT, INC.					
13783040	107359	05/23/2025	209-551-42514	TENTS RECREATION	3,594.27
				Vendor 3021 - 4IMPRINT, INC. Total:	3,594.27
Vendor: 4LE00 - 4LEAF, INC.					
JO605-25C	107360	05/23/2025	212-462-42101	PROFESSIONAL SERVICES MARCH 2025	1,206.24
				Vendor 4LE00 - 4LEAF, INC. Total:	1,206.24
Vendor: AAA03 - AAA FIRE PROTECTION SERVICES					
12500209	107407	05/30/2025	209-552-42107	GREASE FILTER EXCHANGE TESTING FOR EXTINGUISHER SC	1,818.84
				Vendor AAA03 - AAA FIRE PROTECTION SERVICES Total:	1,818.84
Vendor: 1554 - ADVANCED SYSTEMS GROUP, LLC					
22733	107361	05/23/2025	505-119-47101	AURI 2 CHANNEL TRANSMITTER DOCKING STAT RECEIVER	3,381.03
22742	107361	05/23/2025	505-119-47101	BARCO CLICKSHARE	1,613.57
22795	107361	05/23/2025	505-119-47101	SMARTSCOPE DUE MICRO CONVERTER MINI CONVERTER	3,934.21
				Vendor 1554 - ADVANCED SYSTEMS GROUP, LLC Total:	8,928.81
Vendor: AME46 - AMERICAN TEXTILE & SUPPLY, INC.					
129198	107408	05/30/2025	500-642-44410	FLOOR DRY COURSE DE 25LB BAG CORP YARD	691.43
				Vendor AME46 - AMERICAN TEXTILE & SUPPLY, INC. Total:	691.43
Vendor: 1896 - ANN MORIARTY					
05272025	107409	05/30/2025	100-111-42514	TRASH GRABBERS	234.60
				Vendor 1896 - ANN MORIARTY Total:	234.60
Vendor: PEL02 - APEX REFRIGERATION					
26819	107362	05/23/2025	209-552-42107	LABOR PARTS AND REPAIRS PSC	762.19
				Vendor PEL02 - APEX REFRIGERATION Total:	762.19
Vendor: ATT01 - AT&T					
000023447601	107410	05/30/2025	525-118-43101	MIS PHONE	2,134.91
000023451173	107410	05/30/2025	525-118-43101	PUBLIC WORKS PHONE	485.04
000023451174	107410	05/30/2025	525-118-43101	ADMINISTRATION PHONE	121.43
000023451175	107410	05/30/2025	525-118-43101	RECREATION DPT. PHONE	1,082.06
000023451176	107410	05/30/2025	525-118-43101	CDD PHONE	26.68
				Vendor ATT01 - AT&T Total:	3,850.12
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001443746	107363	05/23/2025	100-112-42514	CLASSIFIED ADVERTISING LEGAL ADS	105.73
0001443746	107363	05/23/2025	100-112-42514	CLASSIFIED ADVERTISING LEGAL ADS	359.87
0001443746	107363	05/23/2025	212-461-42514	CLASSIFIED ADVERTISING LEGAL ADS	287.12
0001443746	107363	05/23/2025	212-461-42514	CLASSIFIED ADVERTISING LEGAL ADS	299.73
0001443746	107363	05/23/2025	212-461-42514	CLASSIFIED ADVERTISING LEGAL ADS	296.82
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	1,349.27
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
16667	107411	05/30/2025	100-110-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	1.52

WARRANT LISTING

Payment Dates: 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
16667	107411	05/30/2025	100-110-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	4.59
16667	107411	05/30/2025	100-111-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	10.09
16667	107411	05/30/2025	100-111-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	30.50
16667	107411	05/30/2025	100-111-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	23.70
16667	107411	05/30/2025	100-112-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	86.45
16667	107411	05/30/2025	100-112-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	28.61
16667	107411	05/30/2025	100-112-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	23.70
16667	107411	05/30/2025	100-113-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	0.41
16667	107411	05/30/2025	100-113-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	0.14
16667	107411	05/30/2025	100-115-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	19.31
16667	107411	05/30/2025	100-115-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	58.36
16667	107411	05/30/2025	100-116-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	18.29
16667	107411	05/30/2025	100-116-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	55.26
16667	107411	05/30/2025	100-221-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	408.84
16667	107411	05/30/2025	100-221-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	135.28
16667	107411	05/30/2025	100-222-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	11.53
16667	107411	05/30/2025	100-222-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	34.85
16667	107411	05/30/2025	100-222-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	69.46
16667	107411	05/30/2025	100-223-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	46.43
16667	107411	05/30/2025	100-223-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	140.32
16667	107411	05/30/2025	100-341-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	81.22
16667	107411	05/30/2025	100-341-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	26.88
16667	107411	05/30/2025	100-341-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	92.94
16667	107411	05/30/2025	100-342-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	4.85
16667	107411	05/30/2025	100-342-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	14.64
16667	107411	05/30/2025	100-342-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	23.70
16667	107411	05/30/2025	100-343-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	84.83
16667	107411	05/30/2025	100-343-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	28.07
16667	107411	05/30/2025	100-343-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	133.45
16667	107411	05/30/2025	100-465-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	4.16
16667	107411	05/30/2025	100-465-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	12.57
16667	107411	05/30/2025	100-465-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	23.70

WARRANT LISTING

Payment Dates: 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
16667	107411	05/30/2025	105-221-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	16.55
16667	107411	05/30/2025	105-221-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	5.48
16667	107411	05/30/2025	106-222-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	11.48
16667	107411	05/30/2025	106-222-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	3.80
16667	107411	05/30/2025	209-551-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	50.61
16667	107411	05/30/2025	209-551-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	16.75
16667	107411	05/30/2025	209-551-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	21.78
16667	107411	05/30/2025	209-552-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	16.08
16667	107411	05/30/2025	209-552-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	5.32
16667	107411	05/30/2025	209-552-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	38.66
16667	107411	05/30/2025	209-553-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	2.45
16667	107411	05/30/2025	209-553-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	7.41
16667	107411	05/30/2025	209-553-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	17.93
16667	107411	05/30/2025	209-554-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	9.37
16667	107411	05/30/2025	209-554-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	3.10
16667	107411	05/30/2025	209-554-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	22.69
16667	107411	05/30/2025	212-461-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	52.67
16667	107411	05/30/2025	212-461-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	17.43
16667	107411	05/30/2025	212-462-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	15.78
16667	107411	05/30/2025	212-462-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	47.69
16667	107411	05/30/2025	212-462-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	47.40
16667	107411	05/30/2025	500-641-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	59.37
16667	107411	05/30/2025	500-641-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	179.44
16667	107411	05/30/2025	500-641-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	237.00
16667	107411	05/30/2025	500-642-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	8.80
16667	107411	05/30/2025	500-642-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	26.59
16667	107411	05/30/2025	500-642-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	47.40
16667	107411	05/30/2025	505-119-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	8.85
16667	107411	05/30/2025	505-119-41007	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	26.75
16667	107411	05/30/2025	505-119-41008	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	47.37
16667	107411	05/30/2025	998-20107	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	126.00
16667	107411	05/30/2025	998-20107	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	12.00

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16667	107411	05/30/2025	998-20107	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	6.30
16667	107411	05/30/2025	998-20118	BENEFITS BASIC LIFE, BASIC AD&D AND DISABILITY	510.00
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					3,464.95
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6995102	107364	05/23/2025	209-552-43804	FOOD PROGRAM PSC	875.28
6995632	107364	05/23/2025	209-552-43804	FOOD PROGRAM PSC	18.20
6998220	107364	05/23/2025	209-552-43804	FOOD PROGRAM PSC	-82.90
6999611	107364	05/23/2025	209-552-43804	FOOD PROGRAM PSC	999.62
7000031	107364	05/23/2025	209-552-43804	FOOD PROGRAM PSC	28.78
7004156	107412	05/30/2025	209-552-43804	FOOD PROGRAM PSC	1,026.40
7004157	107412	05/30/2025	209-552-42108	FOOD PROGRAM PSC	332.65
7006415	107412	05/30/2025	209-552-43804	FOOD PROGRAM PSC	19.41
7006489	107412	05/30/2025	209-552-43804	FOOD PROGRAM PSC	-24.13
7008638	107412	05/30/2025	209-552-43804	FOOD PROGRAM PSC	961.58
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					4,154.89
Vendor: CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION					
Q1 2025	107413	05/30/2025	212-20024	CBSC Q1 JAN. - MARCH 2025	247.50
Vendor CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					247.50
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
729977	107365	05/23/2025	500-641-44305	CHEMICALS FOR THE LAB WPCP	2,115.55
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					2,115.55
Vendor: 3023 - CHAN JIM CE					
05202025	107414	05/30/2025	212-462-34215	REFUND OVERPAYMENT RENTAL INSP RTL23-0030	363.75
Vendor 3023 - CHAN JIM CE Total:					363.75
Vendor: CIT08 - CITY MECHANICAL, INC					
114341	107366	05/23/2025	100-222-42108	HVAC PD PUBLIC SAFETY BLDG.	5,210.00
114428	107415	05/30/2025	100-343-42108	WORK HVAC POST OFFICE	4,252.00
114452	107415	05/30/2025	100-343-42108	HVAC T&M SERVIE CORP YARD	762.48
114903	107415	05/30/2025	100-222-42108	HVAC SERVICE CALL PUBLIC SAFETY BLDG.	1,757.37
114922	107415	05/30/2025	100-343-42108	HVAC POST OFFICE	2,804.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					14,785.85
Vendor: SAN10 - CITY OF SAN RAMON					
05272025	107416	05/30/2025	100-110-42301	1 DINNER FOR MAYOR CONFERENCE	70.00
Vendor SAN10 - CITY OF SAN RAMON Total:					70.00
Vendor: 2289 - CLEAN WORLD GREASE TRAP SERVICES					
08012	107367	05/23/2025	209-552-43804	CLEAN TRAPS AT PSC	175.00
Vendor 2289 - CLEAN WORLD GREASE TRAP SERVICES Total:					175.00
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
18056	107368	05/23/2025	525-118-42101	LAND MANAGEMENT GIS MAINT FY25	877.50
18219	107368	05/23/2025	525-118-42101	LAND MGMT. SYSTEM ADMINISTRATION FY25	2,842.50
Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:					3,720.00
Vendor: 1234 - COASTLAND CIVIL ENGINEERING, INC.					
61141	107417	05/30/2025	500-642-47201	SANITARY SEWER REHAB SERVICES JANUARY 31, 2025	46,715.63
61382	107417	05/30/2025	500-642-47201	SANITARY SEWER REHAB FEBRUARY 2025	39,787.25
61574	107417	05/30/2025	500-642-47201	SANITARY SEWER REHAB MARCH 31, 2025	45,102.50

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61760	107417	05/30/2025	500-642-47201	SANITARY SEWER REHAB APRIL 2025	47,007.50
Vendor 1234 - COASTLAND CIVIL ENGINEERING, INC. Total:					178,612.88
Vendor: COM20 - COMCAST					
0419492-05022025	107370	05/23/2025	525-118-43106	SWIM CENTER INTERNET	181.44
240465496	107369	05/23/2025	525-118-43106	PD INTERNET	850.05
Vendor COM20 - COMCAST Total:					1,031.49
Vendor: CON44 - CONTINENTAL ELECTRIC					
CEI 13372	107371	05/23/2025	276-343-47201	ELECTRICAL WORK AT FERNANDEZ BASEBALL FIELD	6,908.51
Vendor CON44 - CONTINENTAL ELECTRIC Total:					6,908.51
Vendor: 2723 - CONTOUR-SIERRA AEBI TERRATRAC LLC					
14998	107418	05/30/2025	100-345-44306	2S03S120-FUEL GUAGE	103.39
Vendor 2723 - CONTOUR-SIERRA AEBI TERRATRAC LLC Total:					103.39
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
28416	107372	05/23/2025	100-221-42107	NEW BATTERY OIL CHANGE FORD FUSION PD	321.95
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					321.95
Vendor: 2220 - CRESCO EQUIPMENT RENTALS					
6367249-0001	107373	05/23/2025	276-343-47201	TELESCOPIC BOOMLIFT RENTAL BASEBALL FIELD FERNAN	3,130.86
Vendor 2220 - CRESCO EQUIPMENT RENTALS Total:					3,130.86
Vendor: DEP02 - DEPARTMENT OF CONSERVATION					
Q1 2025	107419	05/30/2025	212-462-33215	SMIP SEISMIC HAZARD MAPPING FEE JAN-MARCH 2025	639.77
Vendor DEP02 - DEPARTMENT OF CONSERVATION Total:					639.77
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
86471686	107420	05/30/2025	100-10601	GASOLINE UNL	2,296.82
86548518	107420	05/30/2025	100-10601	GASOLINE UNL	2,013.21
86550956	107420	05/30/2025	500-10601	RENEWABLE DIESEL	4,567.23
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					8,877.26
Vendor: DIV06 - DIVISION OF THE STATE ARCHITECT					
Q1-2025	107374	05/23/2025	226-000-34223	Q1 2025 STATE ,AMDATED FEE ADAE	434.00
Vendor DIV06 - DIVISION OF THE STATE ARCHITECT Total:					434.00
Vendor: EBM01 - EBMUD					
303032-04242025	107375	05/23/2025	310-348-43102	2677 Pinole Valley Rd--Irrigation Use Only	86.20
388057-04242025	107375	05/23/2025	100-343-43102	1960 Sarah Dr--Irrigation Use Only	306.46
435474-04222025	107375	05/23/2025	100-343-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	70.96
464595-04302025	107375	05/23/2025	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	46.91
464595-04302025	107375	05/23/2025	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	46.91
464596-04292025	107375	05/23/2025	100-345-43102	2310 Park St--Fernandez Park Baseball Field	2,417.20
465190-04292025	107375	05/23/2025	201-343-43102	813 Fernandez Ave--Irrigation Use Only	70.96
465395-04292025	107375	05/23/2025	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	306.46
465422-04302025	107375	05/23/2025	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	2,493.40
465553-04292025	107375	05/23/2025	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	107.20
465569-04302025	107375	05/23/2025	100-343-43102	601 Tennent Ave--Memorial Hall	137.68

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465922-04292025	107375	05/23/2025	100-343-43102	636 Tennent Ave--Irrigation Use Only	70.96
465923-04302025	107375	05/23/2025	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	720.16
465924-04302025	107375	05/23/2025	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	812.88
465924-04302025	107375	05/23/2025	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	180.64
465924-04302025	107375	05/23/2025	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	812.88
466363-04292025	107375	05/23/2025	100-345-43102	1818 Canyon Dr--Irrigation Use Only	70.96
466641-04282025	107375	05/23/2025	100-343-43102	880 San Pablo Ave--Irrigation Use Only	168.16
513648-04292025	107375	05/23/2025	100-343-43102	2161 Plum St--Parking Lot Irrigation	107.20
524589-04292025	107375	05/23/2025	100-345-43102	592 Marlesta Rd--Irrigation Use Only	197.82
529821-04302025	107375	05/23/2025	209-552-43102	2500 Charles St--Senior Center	1,142.26
529852-04302025	107375	05/23/2025	209-552-43102	2500 Charles St--Senior Center	1,001.07
532187-04292025	107375	05/23/2025	100-343-43102	2601 Charles St--Irrigation Use Only	70.96
539199-05062025	107421	05/30/2025	500-642-43102	05005 HYDRAND PERMIT-CONSTRUCTION	596.38
540499-04302025	107375	05/23/2025	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	70.96
541397-04292025	107375	05/23/2025	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	70.96
544461-04302025	107375	05/23/2025	100-110-43102	2131 Pear St--Offices--City Hall	4.76
544461-04302025	107375	05/23/2025	100-111-43102	2131 Pear St--Offices--City Hall	11.42
544461-04302025	107375	05/23/2025	100-112-43102	2131 Pear St--Offices--City Hall	10.47
544461-04302025	107375	05/23/2025	100-115-43102	2131 Pear St--Offices--City Hall	31.03
544461-04302025	107375	05/23/2025	100-116-43102	2131 Pear St--Offices--City Hall	10.47
544461-04302025	107375	05/23/2025	100-117-43102	2131 Pear St--Offices--City Hall	83.75
544461-04302025	107375	05/23/2025	100-343-43102	2131 Pear St--Offices--City Hall	149.24
544461-04302025	107375	05/23/2025	200-342-43102	2131 Pear St--Offices--City Hall	26.65
544461-04302025	107375	05/23/2025	212-461-43102	2131 Pear St--Offices--City Hall	10.09
544461-04302025	107375	05/23/2025	212-462-43102	2131 Pear St--Offices--City Hall	26.84
544461-04302025	107375	05/23/2025	285-464-43102	2131 Pear St--Offices--City Hall	7.99
544461-04302025	107375	05/23/2025	505-119-43102	2131 Pear St--Offices--City Hall	7.99
545474-04302025	107375	05/23/2025	100-110-43102	2131 Pear St--Offices--City Hall	9.00
545474-04302025	107375	05/23/2025	100-111-43102	2131 Pear St--Offices--City Hall	21.60
545474-04302025	107375	05/23/2025	100-112-43102	2131 Pear St--Offices--City Hall	19.80
545474-04302025	107375	05/23/2025	100-115-43102	2131 Pear St--Offices--City Hall	58.69
545474-04302025	107375	05/23/2025	100-116-43102	2131 Pear St--Offices--City Hall	19.80
545474-04302025	107375	05/23/2025	100-117-43102	2131 Pear St--Offices--City Hall	158.44
545474-04302025	107375	05/23/2025	100-343-43102	2131 Pear St--Offices--City Hall	282.33
545474-04302025	107375	05/23/2025	200-342-43102	2131 Pear St--Offices--City Hall	50.41
545474-04302025	107375	05/23/2025	212-461-43102	2131 Pear St--Offices--City Hall	19.08
545474-04302025	107375	05/23/2025	212-462-43102	2131 Pear St--Offices--City Hall	50.77
545474-04302025	107375	05/23/2025	285-464-43102	2131 Pear St--Offices--City Hall	15.12
545474-04302025	107375	05/23/2025	505-119-43102	2131 Pear St--Offices--City Hall	15.12
554167-04292025	107375	05/23/2025	100-345-43102	1600 Primrose Lane--Irrigation Use Only	107.20
554625-04302025	107375	05/23/2025	100-343-43102	601 Tennent Ave--Memorial Hall	368.42
565167-04282025	107375	05/23/2025	201-343-43102	2100 San Pablo Ave--Offices--Faria House	78.58
565169-04302025	107375	05/23/2025	201-343-43102	2100 San Pablo Ave--Offices--Faria House	129.18
570108-04292025	107375	05/23/2025	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	1,038.70

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610134-04282025	107375	05/23/2025	201-343-43102	2100 SAN PABLO AVE- IRRIGATION USE ONLY	78.58
Vendor EBM01 - EBMUD Total:					15,086.11
Vendor: 2950 - ENVIRONMENTAL INNOVATIONS, INC.					
3043	107377	05/23/2025	106-466-42101	PROFESSIONAL SERVICES	3,980.00
Vendor 2950 - ENVIRONMENTAL INNOVATIONS, INC. Total:					3,980.00
Vendor: ERI03 - ERICK WILSON					
05232025	107422	05/30/2025	505-119-42302	REISSUE CHECK 104744	281.00
Vendor ERI03 - ERICK WILSON Total:					281.00
Vendor: 2853 - EVERON, LLC					
158628354	107423	05/30/2025	100-343-42108	MONITORING ALARM AT CH	878.68
158628355	107423	05/30/2025	100-343-42108	MONITORING ALARM WWTP AND CORP YARD	132.00
158665845	107379	05/23/2025	209-552-42108	MONITORING ALARM SERVICES PSC	158.85
370999-04302025	107378	05/23/2025	209-553-42108	ALARM MONITORING AT 2454 SIMAS	110.73
Vendor 2853 - EVERON, LLC Total:					1,280.26
Vendor: FAS02 - FASTENAL					
CASA180206	107424	05/30/2025	500-641-44306	NC CITDEGREASER	201.24
Vendor FAS02 - FASTENAL Total:					201.24
Vendor: HAC01 - HACH COMPANY					
14480696	107380	05/23/2025	500-641-44305	CHEMICALS WPCP	468.78
14498075	107425	05/30/2025	500-641-44305	LAB SUPPLIES WPCP	1,274.49
Vendor HAC01 - HACH COMPANY Total:					1,743.27
Vendor: 3025 - INSURANCE AND BENEFITS TRUST OF THE PORAC					
APRIL 2025	107426	05/30/2025	100-221-41008	POLICE LTD BENEFITS	598.50
APRIL 2025	107426	05/30/2025	100-223-41008	POLICE LTD BENEFITS	282.30
APRIL 2025	107426	05/30/2025	105-221-41008	POLICE LTD BENEFITS	63.00
JUNE 2025	107426	05/30/2025	100-221-41008	POLICE LTD BENEFITS JUNE 2025	598.50
JUNE 2025	107426	05/30/2025	100-223-41008	POLICE LTD BENEFITS JUNE 2025	313.80
JUNE 2025	107426	05/30/2025	105-221-41008	POLICE LTD BENEFITS JUNE 2025	63.00
MARCH 2025	107426	05/30/2025	100-221-41008	POLICE LTD MARCH 2025	598.50
MARCH 2025	107426	05/30/2025	100-223-41008	POLICE LTD MARCH 2025	282.30
MARCH 2025	107426	05/30/2025	105-221-41008	POLICE LTD MARCH 2025	63.00
MAY 2025	107426	05/30/2025	100-221-41008	POLICE LTD BENEFITS MAY 2025	598.50
MAY 2025	107426	05/30/2025	100-223-41008	POLICE LTD BENEFITS MAY 2025	313.80
MAY 2025	107426	05/30/2025	105-221-41008	POLICE LTD BENEFITS MAY 2025	63.00
Vendor 3025 - INSURANCE AND BENEFITS TRUST OF THE PORAC Total:					3,838.20
Vendor: 3026 - JESSICA NAGAL					
05272025	107427	05/30/2025	209-20308	RETURN OF SECURTIY DEP RENTAL 5/24/25 PSC	845.00
Vendor 3026 - JESSICA NAGAL Total:					845.00
Vendor: 3019 - JOBELEPHANT.COM INC.					
4292496	107428	05/30/2025	100-116-42504	RECRUITMENT AD BUILDING INSPECTOR	329.00
Vendor 3019 - JOBELEPHANT.COM INC. Total:					329.00
Vendor: 2977 - JOSE A. VARGAS					
05272025	107429	05/30/2025	209-20012	SECURITY SERVICES RENTAL 5/24 ADDITIONAL HOURS	160.00
Vendor 2977 - JOSE A. VARGAS Total:					160.00

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Vendor: 3027 - KAMILA RHONE					
05272025	107430	05/30/2025	209-554-36405	REFUND FOR SUMMER CAMP BRAXTON LEVY	1,016.00
Vendor 3027 - KAMILA RHONE Total:					1,016.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000034062	107381	05/23/2025	500-641-44302	SLUDGE REMOVAL WPCP	5,017.49
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,017.49
Vendor: 1253 - LIL' FROG CREATIONS					
1200	107431	05/30/2025	209-551-42515	POSTER PRINTING JUNETENTH	163.16
1200	107431	05/30/2025	209-552-42515	POSTER PRINTING JUNETENTH	286.60
Vendor 1253 - LIL' FROG CREATIONS Total:					449.76
Vendor: 3020 - MAINFRAME ENVIRONMENT CLEANING & CABLING					
250410272	107382	05/23/2025	100-223-42107	DISPATCH CENTER CLEANING PD	680.00
Vendor 3020 - MAINFRAME ENVIRONMENT CLEANING & CABLING Total:					680.00
Vendor: 1311 - M-GROUP					
2005075	107383	05/23/2025	212-461-42101	PROFESSIONAL SERVICES ON CALL PLANNING APRIL 2025	19,710.00
Vendor 1311 - M-GROUP Total:					19,710.00
Vendor: 2466 - MUNICIPAL RESOURCE GROUP, LLC.					
250530	107384	05/23/2025	100-112-42101	GOVERNANCE HANDBOOK 23216-PIN	675.00
Vendor 2466 - MUNICIPAL RESOURCE GROUP, LLC. Total:					675.00
Vendor: 2936 - NORTH STATE CONTRACTORS, INC.					
05232025	107432	05/30/2025	100-000-31510	REISUE CHECK 106068 UNCLAIMED PROPERTY PROCESS	112.00
Vendor 2936 - NORTH STATE CONTRACTORS, INC. Total:					112.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
APRIL 2025	107385	05/23/2025	100-343-44306	CITYWIDE PURCHASES	235.78
APRIL 2025	107385	05/23/2025	100-343-44306	CITYWIDE PURCHASES	160.81
APRIL 2025	107385	05/23/2025	100-343-44306	CITYWIDE PURCHASES	120.90
APRIL 2025	107385	05/23/2025	100-343-44306	CITYWIDE PURCHASES	45.16
APRIL 2025	107385	05/23/2025	100-343-44306	CITYWIDE PURCHASES	28.65
APRIL 2025	107385	05/23/2025	100-343-44306	CITYWIDE PURCHASES	26.99
APRIL 2025	107385	05/23/2025	500-642-44306	CITYWIDE PURCHASES	70.52
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					688.81
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100401944005	107433	05/30/2025	100-343-42108	MAINTENANCE SERVICE JUNE 2025 CITY HALL	133.68
100401944028	107433	05/30/2025	100-222-42108	MAINTENANCE SERVICE JUNE 2025	133.41
F10000226106	107433	05/30/2025	100-343-42108	LOGISTICS AND FUEL IMPACT FEE PUBLIC SAFETY BLDG.	125.00
SK19623001	107433	05/30/2025	100-343-42108	MAINTENANCE REPAIR CITY HALL	555.77
SK19911001	107433	05/30/2025	100-343-42108	REPAIR TO CALL PUSH BUTTON SAFETY BLDG.	1,835.00
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					2,782.86
Vendor: PGE01 - PG&E					
0081-05152025	107434	05/30/2025	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	108.49
0209-05152025	107434	05/30/2025	200-342-43103	S/E CORNER SAN PABLO AVE & TENNETT TRAFFIC SIGNAL	124.73
0466-05152025	107434	05/30/2025	209-554-43103	635 TENNETT AVE YOUTH CTR/CATV	109.12
0466-05152025	107434	05/30/2025	505-119-43103	635 TENNETT AVE YOUTH CTR/CATV	163.68

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0498-05082025	107434	05/30/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,170.44
0813-05142025	107434	05/30/2025	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	80.30
0883-05092025	107434	05/30/2025	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,282.19
0883-05092025	107434	05/30/2025	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	256.44
0883-05092025	107434	05/30/2025	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,025.76
0887-04302025	107386	05/23/2025	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	143.24
0923-05142025	107434	05/30/2025	100-110-43103	2131 PEAR ST	126.21
0923-05142025	107434	05/30/2025	100-111-43103	2131 PEAR ST	166.06
0923-05142025	107434	05/30/2025	100-112-43103	2131 PEAR ST	182.67
0923-05142025	107434	05/30/2025	100-115-43103	2131 PEAR ST	455.01
0923-05142025	107434	05/30/2025	100-116-43103	2131 PEAR ST	132.85
0923-05142025	107434	05/30/2025	100-117-43103	2131 PEAR ST	1,477.96
0923-05142025	107434	05/30/2025	100-343-43103	2131 PEAR ST	2,753.33
0923-05142025	107434	05/30/2025	200-342-43103	2131 PEAR ST	481.58
0923-05142025	107434	05/30/2025	212-461-43103	2131 PEAR ST	199.28
0923-05142025	107434	05/30/2025	212-462-43103	2131 PEAR ST	501.51
0923-05142025	107434	05/30/2025	285-464-43103	2131 PEAR ST	166.06
1093-04292025	107386	05/23/2025	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	622.26
1121-05152025	107434	05/30/2025	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	105.00
1233-05152025	107434	05/30/2025	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	118.16
1798-04242025	107386	05/23/2025	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	222.22
2182-04302025	107386	05/23/2025	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	92.67
2222-04232025	107386	05/23/2025	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
2222-04232025	107386	05/23/2025	200-342-43103	STREET AND HIGHWAY LIGHTING	18,955.24
2222-04232025	107386	05/23/2025	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
2222-04232025	107386	05/23/2025	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
2620-05152025	107434	05/30/2025	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	149.02
2793-05152025	107434	05/30/2025	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	113.90
3029-05092025	107434	05/30/2025	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	110.24
3311-05152025	107434	05/30/2025	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	155.20
3537-05142025	107434	05/30/2025	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	68.15
3834-05042025	107434	05/30/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	85.94
3850-05142025	107434	05/30/2025	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	122.80
3879-04242025	107386	05/23/2025	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	180.35
3914-05142025	107434	05/30/2025	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	631.72
4065-05142025	107434	05/30/2025	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	279.72
4193-05152025	107434	05/30/2025	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	80.32
4256-04242025	107386	05/23/2025	500-641-43103	11 TENNANT AVE	56,060.62

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Payment Dates: 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4368-05142025	107434	05/30/2025	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	188.05
4612-05142025	107434	05/30/2025	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	7.67
5127-05152025	107434	05/30/2025	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	157.87
5137-05152025	107434	05/30/2025	209-557-43103	2450 SIMAS AVE SWIM CTR	2,009.71
5374-05152025	107434	05/30/2025	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	145.47
5387-05152025	107434	05/30/2025	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	48.55
6521-04242025	107386	05/23/2025	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	146.34
6897-04242025	107386	05/23/2025	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	93.45
6969-05142025	107434	05/30/2025	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	131.36
7114-05152025	107434	05/30/2025	200-342-43103	2429 SAN PABLO AVE	147.09
7509-05142025	107434	05/30/2025	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	82.62
7547-04242025	107386	05/23/2025	100-222-43103	880 Tennent Ave-Public Safety Facility	4,666.03
7547-04242025	107386	05/23/2025	100-223-43103	880 Tennent Ave-Public Safety Facility	933.20
7547-04242025	107386	05/23/2025	100-231-43103	880 Tennent Ave-Public Safety Facility	3,732.82
8086-05152025	107434	05/30/2025	200-342-43103	N/S BORDER CITY OF PINOLE	98.07
8511-04232025	107386	05/23/2025	100-345-43103	W/S PINOLE SHORES DR- SPRINKLER CONTROLLER	12.39
8687-05152025	107434	05/30/2025	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	145.95
8716-05092025	107434	05/30/2025	500-641-43103	SEWAGE PLNT-FT OF TENNENT	4,205.22
9824-05152025	107434	05/30/2025	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	146.78
9900-05132025	107434	05/30/2025	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	173.06
9961-04242025	107386	05/23/2025	209-552-43103	2500 CHARLES ST-SENIOR CENTER	3,365.46
9985-05142025	107434	05/30/2025	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	101.19
Vendor PGE01 - PG&E Total:					110,728.18
Vendor: PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC					
3107216857	107387	05/23/2025	525-118-42107	POSTAGE MAILING MACHINE RENTAL	503.40
Vendor PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:					503.40
Vendor: PON07 - PONDER ENVIRONMENTAL SERVICES, INC.					
51729	107437	05/30/2025	500-642-42101	TANK CLEANING	18,852.63
Vendor PON07 - PONDER ENVIRONMENTAL SERVICES, INC. Total:					18,852.63
Vendor: 1009 - PRECISION IT CONSULTING					
15063	107388	05/23/2025	525-118-42101	PRECISION 360 SUPPORT PROF SERVICES	27,900.00
15194	107388	05/23/2025	525-118-42510	SOFTWARE PURCHASE AND SUPPORT MAINTENANCE	387.00
15229	107388	05/23/2025	525-118-42101	PRECISION 360 SECURE SUPPORT	27,900.00
15230	107388	05/23/2025	525-118-42105	SOFTWARE SERVICES AND MAINT	1,950.00
15231	107388	05/23/2025	525-118-42510	OFFICE 365 SUPPORT FOR APRIL	3,488.05
Vendor 1009 - PRECISION IT CONSULTING Total:					61,625.05

WARRANT LISTING

Payment Dates: 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
102436	107438	05/30/2025	100-115-42201	FINANCE #10 WINDOW ENVELOPES	853.68
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					853.68
Vendor: 3024 - RACHEL CASTLEBERRY					
05232025	107439	05/30/2025	998-20030	RE-ISSUE CHECK PR30057	341.25
Vendor 3024 - RACHEL CASTLEBERRY Total:					341.25
Vendor: 2783 - READYFRESH					
25D8720332206	107440	05/30/2025	100-343-44306	WATER FOR CORP YARD	96.71
35D6709787258	107389	05/23/2025	500-641-42201	WATER FOR WPCP	56.18
Vendor 2783 - READYFRESH Total:					152.89
Vendor: 2817 - REDWOOD PUBLIC LAW, LLP					
13875	107390	05/23/2025	100-20011	2024 SALES TAX MEASURE	310.50
13876	107390	05/23/2025	100-20011	APPIAN VILLAGE	452.00
13877	107390	05/23/2025	100-20011	CITY ATTORNEY SERVICES	21,944.00
13878	107390	05/23/2025	100-20011	CITY COUNCIL MEETINGS	1,653.00
13879	107390	05/23/2025	100-20011	GENERAL SERVICES CITY CLERK	310.50
13880	107390	05/23/2025	100-20011	GENERAL SERVICES CODE ENFORCEMENT	1,988.00
13881	107390	05/23/2025	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	8,267.50
13882	107390	05/23/2025	100-20011	GENERAL SERVICES FINANCE	207.00
13883	107390	05/23/2025	100-20011	GENERAL SERVICES LABOR AND EMPLOYMENT	8,875.00
13884	107390	05/23/2025	100-20011	GENERAL SERVICES POLICE	305.00
13885	107390	05/23/2025	100-20011	GENERAL SERVICES PUBLIC WORKS	5,416.50
13886	107390	05/23/2025	100-20011	GENERAL SERVICES RECREATIONAL	138.00
13887	107390	05/23/2025	100-20011	PCB LITIGATION	123.00
13888	107390	05/23/2025	100-20011	PINOLE PD SINGH COMPLAINT	11,141.22
13889	107390	05/23/2025	100-20011	PINOLE SHORES II	1,886.00
13890	107390	05/23/2025	100-20011	PUBLIC RECORDS ACT	2,658.50
13891	107390	05/23/2025	100-20011	RISK MANAGEMENT	379.50
13892	107390	05/23/2025	100-20011	SUCCESSOR AGENCY	231.00
13893	107390	05/23/2025	100-20011	VISTA WOODS PROJECT	133.50
14255	107390	05/23/2025	100-20011	CITY ATTORNEY SERVICES	25,634.50
14256	107390	05/23/2025	100-20011	CITY COUNCIL MEETINGS	2,204.00
14257	107390	05/23/2025	100-20011	FARIA HOUSE DISPOSITION	1,680.00
14258	107390	05/23/2025	100-20011	FIRE	138.00
14259	107390	05/23/2025	100-20011	GENERAL SERVICES CITY CLERK	274.50
14260	107390	05/23/2025	100-20011	GENERAL SERVICES CODE ENFORCEMENT	1,755.00
14261	107390	05/23/2025	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	5,044.00
14262	107390	05/23/2025	100-20011	GENERAL SERVICES FINANCE	414.00
14263	107390	05/23/2025	100-20011	GENERAL SERVICES LABOR AND EMPLOYMENT	623.50
14264	107390	05/23/2025	100-20011	GENERAL SERVICES PUBLIC WORKS	3,333.00
14265	107390	05/23/2025	100-20011	GENERAL SERVICES RECREATIONAL	276.00
14266	107390	05/23/2025	100-20011	PCB LITIGATION	287.00
14267	107390	05/23/2025	100-20011	PINOLE PD SINGH COMPLAINT	7,440.63
14268	107390	05/23/2025	100-20011	PINOLE SHORES II	690.00
14269	107390	05/23/2025	100-20011	PUBLIC RECORDS ACT	1,370.17
14270	107390	05/23/2025	100-20011	RISK MANAGEMENT	103.50
14271	107390	05/23/2025	100-20011	SUCCESSOR AGENCY	1,497.00
14272	107390	05/23/2025	100-20011	VISTA WOODS PROJECT	1,171.00
Vendor 2817 - REDWOOD PUBLIC LAW, LLP Total:					120,355.52

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Payment Dates: 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2847 - RINGCENTRAL, INC.					
CD_001111206	107393	05/23/2025	525-118-43101	PHONE SERVICES	39,461.18
Vendor 2847 - RINGCENTRAL, INC. Total:					39,461.18
Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.					
238818	107441	05/30/2025	100-342-44410	RAIN BOOT STEEL TOE BLACK	48.24
Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total:					48.24
Vendor: ROS08 - RSG, INC.					
13103	107394	05/23/2025	285-464-42101	COMPLIANCE MONITORING FY24-25 FEB. 2025	2,560.00
13254	107394	05/23/2025	285-464-42101	COMPLIANCE MONITORING FY24-25 MARCH 2025	2,726.25
13293	107394	05/23/2025	100-466-42101	ECONOMIC DEVELOPMENT STRATEGY	2,950.00
13294	107394	05/23/2025	285-464-42101	HOUSING CONSULTING SERVICES FY24-25	306.25
13295	107394	05/23/2025	285-464-42101	HOUSING POLICY AND IN-LIEU FEE STUDY	1,075.00
Vendor ROS08 - RSG, INC. Total:					9,617.50
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
S2706492.002	107442	05/30/2025	100-343-44306	SLOAN CLOSET RPR KIT HANDLE RINGS	523.15
S2708546.001	107442	05/30/2025	100-343-44306	CHERNE YELLOW GRIPPER	76.11
Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:					599.26
Vendor: 1714 - SHERRI D. LEWIS					
CC019PINOLE-FY2024/25	107395	05/23/2025	100-112-42101	PREPARE MINUTES CC MTG 05062025	1,050.00
CC020PINOLE-FY2024/25	107443	05/30/2025	100-112-42101	PREAPRE MINUTES FOR CC MTG 05132025	862.50
Vendor 1714 - SHERRI D. LEWIS Total:					1,912.50
Vendor: 2632 - SHIPLEY POOL SERVICE					
12649	107396	05/23/2025	209-557-42101	POOL SERVICE AT SWIM CENTER	592.48
Vendor 2632 - SHIPLEY POOL SERVICE Total:					592.48
Vendor: 2657 - SHRED CITY, LLC					
23977051925	107444	05/30/2025	100-112-42101	DOCUMENT DESTRUCTION SERVICES	125.00
Vendor 2657 - SHRED CITY, LLC Total:					125.00
Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.					
10929R	107397	05/23/2025	212-462-42101	PLAN REVIEW SERVICES MARCH 2025	2,358.54
Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:					2,358.54
Vendor: STA42 - STAPLES BUSINESS CREDIT					
APRIL 2025	107398	05/23/2025	100-111-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	54.96
APRIL 2025	107398	05/23/2025	100-111-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	167.27
APRIL 2025	107398	05/23/2025	100-111-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	344.47
APRIL 2025	107398	05/23/2025	100-111-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	80.00
APRIL 2025	107398	05/23/2025	100-111-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	484.16
APRIL 2025	107398	05/23/2025	100-111-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	81.62
APRIL 2025	107398	05/23/2025	100-221-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	42.10
APRIL 2025	107398	05/23/2025	100-222-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	191.39
APRIL 2025	107398	05/23/2025	100-222-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	28.65

WARRANT LISTING

Payment Dates: 5/17/2025 - 5/30/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
APRIL 2025	107398	05/23/2025	209-553-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	288.05
APRIL 2025	107398	05/23/2025	209-553-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	255.18
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					2,017.85
Vendor: STE20 - STERICYCLE, INC.					
8010603289	107399	05/23/2025	100-221-42101	MEDICAL WASTE DISPOSAL	69.61
Vendor STE20 - STERICYCLE, INC. Total:					69.61
Vendor: 2931 - STONESIDE, LLC.					
IN112472	107400	05/23/2025	209-552-47201	ROOF REPLACEMENT PSC	14,243.55
Vendor 2931 - STONESIDE, LLC. Total:					14,243.55
Vendor: 2969 - TERMINIX COMMERCIAL					
459717506	107445	05/30/2025	209-554-42108	PEST CONTROL PYC	345.00
459723800	107445	05/30/2025	209-552-42108	PEST CONTROL PSC	375.00
459727200	107445	05/30/2025	209-553-42108	PEST CONTROL PSC	335.00
Vendor 2969 - TERMINIX COMMERCIAL Total:					1,055.00
Vendor: 3028 - THE PARTY ARTISTS					
000299	107446	05/30/2025	209-551-42515	DEPOSIT FACE PAINTING 4HT OF JULY	400.00
Vendor 3028 - THE PARTY ARTISTS Total:					400.00
Vendor: 2633 - TRB AND ASSOCIATES, INC.					
6161	107401	05/23/2025	212-462-42101	PLAN REVIEW & INSPECTION SERVICES	455.00
Vendor 2633 - TRB AND ASSOCIATES, INC. Total:					455.00
Vendor: TRI14 - TRI VALLEY PROPAC					
11711	107447	05/30/2025	500-641-42109	BEACH BALL STRESS BALLS WPCP	1,666.92
Vendor TRI14 - TRI VALLEY PROPAC Total:					1,666.92
Vendor: 2668 - UBEO BUSINESS SERVICES					
4890386	107402	05/23/2025	525-118-42107	CITYWIDE COPIERS MAINTENANCE AND SUPPLIES	2,063.47
Vendor 2668 - UBEO BUSINESS SERVICES Total:					2,063.47
Vendor: USP02 - UNITED STATES POSTAL SVC					
660537153	107403	05/23/2025	209-552-43809	POSTAGE FOR JUNE NEWSLETTER PSC	177.06
Vendor USP02 - UNITED STATES POSTAL SVC Total:					177.06
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
18501-1	107448	05/30/2025	100-343-42108	JANITORIAL SUPPLIES CY	62.86
19567	107404	05/23/2025	100-222-42108	JANITORIAL SUPPLIES FOR PD	175.96
19567-1	107448	05/30/2025	100-222-42108	JANITORIAL SUPPLIES PD	89.94
19715	107448	05/30/2025	100-343-42108	JANITORIAL SUPPLIES CY	396.91
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					725.67
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8818912847	107405	05/23/2025	500-641-44305	HOTPLT/STIRVWR DYDUAL WPCP	409.14
8818961273	107449	05/30/2025	500-641-44305	300ML BOD BRLS W/GLS LAB SUPPLIES WPCP	730.32
Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:					1,139.46
Vendor: WIL26 - WILLDAN					
00630098	107450	05/30/2025	205-342-42101	TRAFFIC VOLUME WITH SPEED DATA APRIL 2025	775.00
Vendor WIL26 - WILLDAN Total:					775.00

WARRANT LISTING**Payment Dates: 5/17/2025 - 5/30/2025**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3022 - WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS					
2582420009-1	107406	05/21/2025	500-642-47201	UTILITY INSPECTION & ROADWAY WORKER IN CHARGE SERV	151,650.00
Vendor 3022 - WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS Total:					151,650.00
Grand Total:					855,035.26

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	188,851.70
105 - Measure S -2006	274.03
106 - MEASURE S-2014	3,995.28
200 - Gas Tax Fund	22,407.58
201 - Restricted Real Estate Maintenance Fund	597.52
205 - Traffic Safety Fund	775.00
209 - Recreation Fund	38,143.53
212 - Building & Planning	26,853.01
226 - CASp Certification and Training Fund	434.00
276 - Growth Impact Fund	10,039.37
285 - Housing Land Held for Resale	6,856.67
310 - Lighting & Landscape Districts	1,951.68
500 - Sewer Enterprise Fund	431,079.15
505 - Cable Access TV	9,526.48
525 - Information Systems	112,254.71
998 - Payroll Clearing	995.55
Grand Total:	855,035.26

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	112.00
100-10601	Gas Tanks/Corp Yard	4,310.03
100-110-41007	Emp Benefits/Life-ADD	6.11
100-110-42301	Travel & Training/Conf-R...	70.00
100-110-43102	Utilities/Water	13.76
100-110-43103	Utilities/Electricity & Po...	126.21
100-111-41007	Emp Benefits/Life-ADD	40.59
100-111-41008	Emp Benefits/Long Term...	23.70
100-111-42201	Office Expense	1,212.48
100-111-42514	Admin Exp/Special Depa...	234.60
100-111-43102	Utilities/Water	33.02
100-111-43103	Utilities/Electricity & Po...	166.06
100-112-41007	Emp Benefits/Life-ADD	115.06
100-112-41008	Emp Benefits/Long Term...	23.70
100-112-42101	Prof Svcs/Professional Se..	2,712.50
100-112-42514	Admin Exp/Special Depa...	465.60
100-112-43102	Utilities/Water	30.27
100-112-43103	Utilities/Electricity & Po...	182.67
100-113-41007	Emp Benefits/Life-ADD	0.55
100-115-41007	Emp Benefits/Life-ADD	77.67
100-115-42201	Office Expense	853.68
100-115-43102	Utilities/Water	89.72
100-115-43103	Utilities/Electricity & Po...	455.01
100-116-41007	Emp Benefits/Life-ADD	73.55
100-116-42504	Admin Exp/Recruitment ...	329.00
100-116-43102	Utilities/Water	30.27
100-116-43103	Utilities/Electricity & Po...	132.85
100-117-43102	Utilities/Water	242.19
100-117-43103	Utilities/Electricity & Po...	1,477.96
100-20011	Accounts Payable/Miscel...	120,355.52
100-221-41007	Emp Benefits/Life-ADD	544.12
100-221-41008	Emp Benefits/Long Term...	2,394.00
100-221-42101	Prof Svcs/Professional Se..	69.61
100-221-42107	Prof Svcs/Equipment Ma...	321.95
100-221-42201	Office Expense	42.10
100-222-41007	Emp Benefits/Life-ADD	46.38
100-222-41008	Emp Benefits/Long Term...	69.46

Account Summary

Account Number	Account Name	Payment Amount
100-222-42108	Prof Svcs/Building-Struc...	7,366.68
100-222-42201	Office Expense	220.04
100-222-43102	Utilities/Water	812.88
100-222-43103	Utilities/Electricity & Po...	5,948.22
100-223-41007	Emp Benefits/Life-ADD	186.75
100-223-41008	Emp Benefits/Long Term...	1,192.20
100-223-42107	Prof Svcs/Equipment Ma...	680.00
100-223-43102	Utilities/Water	180.64
100-223-43103	Utilities/Electricity & Po...	1,189.64
100-231-43102	Utilities/Water	1,533.04
100-231-43103	Utilities/Electricity & Po...	6,014.96
100-341-41007	Emp Benefits/Life-ADD	108.10
100-341-41008	Emp Benefits/Long Term...	92.94
100-342-41007	Emp Benefits/Life-ADD	19.49
100-342-41008	Emp Benefits/Long Term...	23.70
100-342-44410	Safety Clothing	48.24
100-343-41007	Emp Benefits/Life-ADD	112.90
100-343-41008	Emp Benefits/Long Term...	133.45
100-343-42108	Prof Svcs/Building-Struc...	11,938.38
100-343-43102	Utilities/Water	1,981.49
100-343-43103	Utilities/Electricity & Po...	3,101.20
100-343-44306	Other Materials Supp/M...	1,314.26
100-345-43102	Utilities/Water	3,099.64
100-345-43103	Utilities/Electricity & Po...	975.09
100-345-44306	Other Materials Supp/M...	103.39
100-465-41007	Emp Benefits/Life-ADD	16.73
100-465-41008	Emp Benefits/Long Term...	23.70
100-466-42101	Prof Svcs/Professional Se..	2,950.00
105-221-41007	Emp Benefits/Life-ADD	22.03
105-221-41008	Emp Benefits/Long Term...	252.00
106-222-41007	Emp Benefits/Life-ADD	15.28
106-466-42101	Prof Svcs/Professional Se..	3,980.00
200-342-43102	Utilities/Water	77.06
200-342-43103	Utilities/Electricity & Po...	22,330.52
201-343-43102	Utilities/Water	357.30
201-343-43103	Utilities/Electricity & Po...	240.22
205-342-42101	Prof Svcs/Professional Se..	775.00
209-20012	Accounts Payable/Contr...	160.00
209-20308	Deposits Payable/Recrea...	845.00
209-551-41007	Emp Benefits/Life-ADD	67.36
209-551-41008	Emp Benefits/Long Term...	21.78
209-551-42514	Admin Exp/Special Depa...	3,594.27
209-551-42515	Admin Exp/Special Events	563.16
209-552-41007	Emp Benefits/Life-ADD	21.40
209-552-41008	Emp Benefits/Long Term...	38.66
209-552-42107	Prof Svcs/Equipment Ma...	2,581.03
209-552-42108	Prof Svcs/Building-Struc...	866.50
209-552-42515	Admin Exp/Special Events	286.60
209-552-43102	Utilities/Water	2,143.33
209-552-43103	Utilities/Electricity & Po...	3,365.46
209-552-43804	Program Cost/Food Prog...	3,997.24
209-552-43809	Program Cost/Newsletter	177.06
209-552-47201	Improvements/Building	14,243.55
209-553-41007	Emp Benefits/Life-ADD	9.86
209-553-41008	Emp Benefits/Long Term...	17.93
209-553-42108	Prof Svcs/Building-Struc...	445.73
209-553-42201	Office Expense	543.23
209-554-36405	Recreation Chg/Internal ...	1,016.00

Account Summary

Account Number	Account Name	Payment Amount
209-554-41007	Emp Benefits/Life-ADD	12.47
209-554-41008	Emp Benefits/Long Term...	22.69
209-554-42108	Prof Svcs/Building-Struc...	345.00
209-554-43102	Utilities/Water	46.91
209-554-43103	Utilities/Electricity & Po...	109.12
209-557-42101	Prof Svcs/Professional Se..	592.48
209-557-43103	Utilities/Electricity & Po...	2,009.71
212-20024	Accounts Payable/CA Sta...	247.50
212-461-41007	Emp Benefits/Life-ADD	70.10
212-461-42101	Prof Svcs/Professional Se..	19,710.00
212-461-42514	Admin Exp/Special Depa...	883.67
212-461-43102	Utilities/Water	29.17
212-461-43103	Utilities/Electricity & Po...	199.28
212-462-33215	Permit/Seismic (Strong ...	639.77
212-462-34215	Fees/Inspection Fee	363.75
212-462-41007	Emp Benefits/Life-ADD	63.47
212-462-41008	Emp Benefits/Long Term...	47.40
212-462-42101	Prof Svcs/Professional Se..	4,019.78
212-462-43102	Utilities/Water	77.61
212-462-43103	Utilities/Electricity & Po...	501.51
226-000-34223	Fees/CASp Fee \$4	434.00
276-343-47201	Improvements/Building	10,039.37
285-464-42101	Prof Svcs/Professional Se..	6,667.50
285-464-43102	Utilities/Water	23.11
285-464-43103	Utilities/Electricity & Po...	166.06
310-347-43102	Utilities/Water	1,038.70
310-347-43103	Utilities/Electricity & Po...	426.78
310-348-43102	Utilities/Water	86.20
310-348-43103	Utilities/Electricity & Po...	400.00
500-10601	Gas Tanks/Corp Yard	4,567.23
500-641-41007	Emp Benefits/Life-ADD	238.81
500-641-41008	Emp Benefits/Long Term...	237.00
500-641-42109	Prof Svcs/Compliance In...	1,666.92
500-641-42201	Office Expense	56.18
500-641-43102	Utilities/Water	2,493.40
500-641-43103	Utilities/Electricity & Po...	60,265.84
500-641-44302	Other Materials Supp/Sl...	5,017.49
500-641-44305	Other Materials Supp/La...	4,998.28
500-641-44306	Other Materials Supp/M...	201.24
500-642-41007	Emp Benefits/Life-ADD	35.39
500-642-41008	Emp Benefits/Long Term...	47.40
500-642-42101	Prof Svcs/Professional Se..	18,852.63
500-642-43102	Utilities/Water	596.38
500-642-43103	Utilities/Electricity & Po...	780.13
500-642-44306	Other Materials Supp/M...	70.52
500-642-44410	Safety Clothing	691.43
500-642-47201	Improvements/Building	330,262.88
505-119-41007	Emp Benefits/Life-ADD	35.60
505-119-41008	Emp Benefits/Long Term...	47.37
505-119-42302	Travel & Training/Milea...	281.00
505-119-43102	Utilities/Water	70.02
505-119-43103	Utilities/Electricity & Po...	163.68
505-119-47101	FF&E/Equipment	8,928.81
525-118-42101	Prof Svcs/Professional Se..	59,520.00
525-118-42105	Prof Svcs/Network Main...	1,950.00
525-118-42107	Prof Svcs/Equipment Ma...	2,566.87
525-118-42510	Admin Exp/Software Pur...	3,875.05
525-118-43101	Utilities/Telephone	43,311.30

Account Summary

Account Number	Account Name	Payment Amount
525-118-43106	Utilities/Internet	1,031.49
998-20030	Wages Payable	341.25
998-20107	Sal & Ben Payable/Life In...	144.30
998-20118	Sal & Ben Payable / LTD ...	510.00
Grand Total:		855,035.26

Project Account Summary

Project Account Key	Payment Amount
None	514,733.01
27634347201FA2202	10,039.37
50064247201SS2401	330,262.88
Grand Total:	855,035.26

Approved By: 
Date: 5/29/2025



CITY COUNCIL REPORT

9.C.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov
SUBJECT: APPROVE AMENDMENT TO A CONSULTING SERVICES AGREEMENT
FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to extend the term of the agreement for an additional three years and update the scope of services with Alliant Employee Benefits for employee benefits broker of record services effective July 1, 2025, through June 30, 2028.

BACKGROUND

In Fiscal Year 2021–2022, City staff conducted a thorough assessment of the City’s employee benefits program and associated premium rates. As a result of this evaluation, staff identified the need to retain an employee benefits broker of record. The broker’s responsibilities would include negotiating agreements with benefit providers for medical, dental, vision, accidental death and dismemberment (AD&D), and long-term disability insurance; performing annual underwriting analyzes to ensure the City maintains competitive and appropriate premium rates; obtaining liability accounting data necessary to comply with Governmental Accounting Standards Board (GASB) reporting requirements; and supporting employee education and engagement with the City’s benefits offerings.

To address this need, the City issued a Request for Proposals (RFP) for benefits broker services, with submissions due on March 31, 2022. Proposals were evaluated by Human Resources staff on April 4, 2022. Following the evaluation process, on June 7, 2022, the City Council approved a three-year agreement with Alliant Employee Benefits to serve as the City’s broker of record.

In June 2024, staff became aware of a typographical error in Section 1.1 - Terms of Services of the Agreement, which reflected a term of service end date of June 30, 2024. On June 26, 2024, the Agreement was amended to correct the error in Section 1.1 Terms of Services and end services on June 20, 2025.

REVIEW AND ANALYSIS

The current agreement with Alliant Employee Benefits is scheduled to expire on June 30, 2025. To ensure continued support and service continuity, City staff recommends amending the agreement to extend the term for an additional three years, from July 1, 2025, through

June 30, 2028. The proposed amendment will also include updates to Exhibit A – Scope of Services to reflect expanded and enhanced services provided by Alliant Employee Benefits.

FISCAL IMPACT

The fiscal impact is an annual cost of \$25,000, or \$75,000 for the three-year term of the proposed agreement amendment..

ATTACHMENTS

- A. Resolution
- B. Amendment #2 (June 2025)
- C. Amendment 1 with Resolution (6-26-24)

RESOLUTION NO. 2025-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO A CONSULTING SERVICES AGREEMENT FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES WITH ALLIANT EMPLOYEE BENEFITS**

WHEREAS, in February 2022, the Human Resources Department requested proposals from benefits brokers and concentrated its review on the consultant's overall experience in providing professional health and welfare benefits program broker and consulting services, the proposer's technical response to the Request for Proposal, and cost; and

WHEREAS, City Council of the City of Pinole approved a three-year consulting services agreement for employee benefits broker of record services with Alliant Employee Benefits and authorized the City Manager to execute the said agreement and any changes thereto acceptable to the City Manager and City Attorney effective July 2022;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole approve a three-year term extension and updates to Exhibit A – Scope of Services to the consulting services agreement for employee benefits broker of record services with Alliant Employee Benefits and authorized the City Manager to execute the said amendment and any changes thereto acceptable to the City Manager and City Attorney effective July 2025;

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 3rd day of June 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 ____ day of _____ 2025.

Heather Bell
City Clerk

**AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
DATED JULY 1, 2022 BETWEEN
CITY OF PINOLE AND ALLIANT INSURANCE SERVICES, INC.**

This second Amendment (“Amendment”) to the three-year Consulting Services Agreement dated July 1, 2022, is made and entered into this _____ day of June, 2025 by and between the City of Pinole (“City”) and Alliant Insurance Services, Inc., an employee benefits broker (“Consultant”), adopted by the Pinole City Council by Resolution (#2022-39), and is effective as of the commencement date of this Amendment.

RECITALS

WHEREAS, on or about July 1, 2022, the City and Consultant entered into a three-year Consulting Services Agreement (“Agreement”) for employee benefits brokerage services that was adopted by Pinole City Council by Resolution (#2022-39);

WHEREAS, Section 1.1 of the Agreement provides Term of Services and both parties agree to extend the Agreement for an additional three years;

WHEREAS, Exhibit A – Scope of Services of Agreement requires updating of enhanced services provided by Consultant and both parties agree to the updates;

WHEREAS, the Parties wish to amend Section 1.1 and Exhibit A on _____;

THEREFORE, the parties agree to amend the Agreement as follows (deletions in double strikethrough, additions in underlined italics):

1. Section 1.1 of Agreement is hereby amended to read in full as follows:

“**Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028~~5~~, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.”

2. Exhibit A – Scope of Services of Agreement is hereby amended to read in full as follows:

Included Services
Strategic Planning/Annual Objective Setting/Annual Work Plan
Pre-renewing meeting <i>Renewal Meeting</i> (strategy, market update, compliance, etc.)
Renewal Negotiation, Analysis and Recommendations
<i>Renewal Meeting (renewal review, marketing results, etc.)</i>
Procurement of Alternative Cost Saving Initiatives and Options

Utilization Review and Trend Analysis-analysis (when available)
Financial Reporting (when available)
Access to Alliant Proprietary Programs and Exclusive Purchasing Programs
Legislative Compliance Support and Contract Review
Health Care Reform Compliance Resources & Consulting
Contract and Plan Documents Review
Compliance Audit
Attendance, Support, and Presentationspresentations at Meetingsmeetings as needed
City of Pinole Alliant CA Public Entity Benefits & Perks Survey - Benchmarking Analysis
<u>Alliant Benchmarking for City's Benefits</u>
<u>Carrier and Vendor Management</u>
Employer & Employee Advocacy and Problem Resolution
Open Enrollment Coordination and Support
Open Enrollment and Communication Planning Meeting
Communications & Employee Engagement – Posters, Flyers, Guide, Videos, etc....
MyBenefits.Life Mobile Application and Website Alliant Learning Academy Webinars and Events
Wellness Program Consulting & Readiness Assessment
Mineral (formerly ThinkHR) HR Workplace Services Membership (HRWS)
Diversity, Equity, Inclusion & Belonging (DEIB) Consulting and Review
<u>Wellness Calendar, Resources & Condition Campaigns</u>
Alliant Medicare Solutions (AMS Complimentary)
<u>Alliant Individual Health Solutions (AIHS)</u>
<u>Voluntary Benefits Consulting</u>

Additional Services OfferedNot Otherwise Listed

1. Alliant Technology Consulting – Full Ben-Admin/HRIS system marketing, build, implementation, and oversight Quoted on a project basis
2. LifeBalance – Customized Employee Discount Program \$0.60 PEPM
3. FutureSense®, An Alliant Company – Human Capital Management Practice. Provides people-focused HR, compensation and organization development strategies that improve business performance Quoted on a project basis
4. Alliant Benefit Advocates – Call Center \$3.00 PEPM
5. Alliant Medicare Solutions (AMS) Premier \$0.50 PEPM
6. Alliant Brio Health Wellness Technology Platform & Program \$8,000/year

7. MyBenefits.Life – Website (Mobile Optimized)
for 24/7 access to benefits information \$2,500-\$5,000 per site per year

8. Alliant Retirement Consulting. Quoted on project basis.
Typically built into your
retirement plans under management.

The Consultant is able to assist the City in evaluating vendors who provide the additional services, not listed above.

Transparency and Disclosure

All compensation the Consultant receives is fully disclosed and transparent. Consultant will provide the City with an Annual Disclosure letter at the plan renewal upon request.

As an independent consultant, Alliant provides their clients with the choice of joint purchasing solutions as well as options available in the marketplace. Alliant has a separate division within the firm, Alliant Underwriting Services (AUS) that provides Consulting, Underwriting and Program Management Services to a number of Joint Powers Authorities (JPA) and Joint Purchasing Pools throughout the country; this division is separate from Alliant's Brokerage and Consulting division. AUS receives compensation from carriers for services provided to support the operations and administration of a JPA and/or purchasing pool and is a cost included in the premium.

3. Except as set forth above, each and every provision of the Agreement between the parties shall remain in full force and effect.

CITY OF PINOLE

CONSULTANT

By: _____
KELCEY YOUNG
City Manager

By: _____
ERIN THOMAS
Vice President

Dated: _____

Dated: _____

Approved as to Form:

Attest:

By: _____
Eric Casher, City Attorney

By: _____
Heather Bell, City Clerk

Dated: _____

Dated: _____

**AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
DATED JULY 1, 2022 BETWEEN
CITY OF PINOLE AND ALLIANT INSURANCE SERVICES, INC.**

This first Amendment (“Amendment”) to the three-year Consulting Services Agreement dated July 1, 2022, is made and entered into this 26th day of June, 2024 by and between the City of Pinole (“City”) and Alliant Insurance Services, Inc., an employee benefits broker (“Consultant”), adopted by the Pinole City Council by Resolution (#2022-39), and is effective as of the commencement date of this Amendment.

RECITALS

WHEREAS, on or about July 1, 2022, the City and Consultant entered into a three-year Consulting Services Agreement (“Agreement”) for employee benefits brokerage services that was adopted by Pinole City Council by Resolution (#2022-39);

WHEREAS, Section 1.1 of the Agreement provides Term of Services;

WHEREAS, the Section reflected an Agreement end date to the three-year Agreement as June 30, 2024 in error;

WHEREAS, the Parties wish to amend Section 1.1 on June 26, 2024;

THEREFORE, the parties agree to amend the Agreement as follows (deletions in double strikethrough, additions in underlined italics):

1. Section 1.1 of Agreement is hereby amended to read in full as follows:

“Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024~~5~~, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.”

2. Except as set forth above, each and every provision of the Agreement between the parties shall remain in full force and effect.

CITY OF PINOLE

CONSULTANT

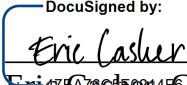
By: 
NEIL GANG
Interim City Manager

By: 
ERIN THOMAS
Vice President

Dated: 7/2/2024

Dated: 7/2/2024

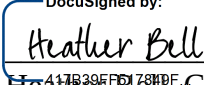
Approved as to Form:

By: 
Eric Casher, City Attorney

Dated: 7/2/2024

5507071.1

Attest:

By: 
Heather Bell, City Clerk

Dated: 7/8/2024

RESOLUTION NO. 2022-39

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A CONSULTING SERVICES AGREEMENT FOR EMPLOYEE BENEFITS BROKER OF RECORD SERVICES WITH ALLIANT EMPLOYEE BENEFITS

WHEREAS, in February 2022, the Human Resources Department requested proposals from benefits brokers and concentrated its review on the consultant's overall experience in providing professional health and welfare benefits program broker and consulting services, the proposer's technical response to the Request for Proposal, and cost; and

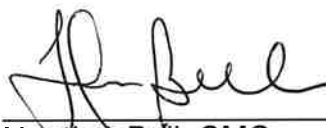
WHEREAS, the City of Pinole Human Resources Department recommends the selection of Alliant Employee Benefits as employee benefits broker of record.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve a three-year consulting services agreement for employee benefits broker of record services with Alliant Employee Benefits and authorize the City Manager to execute the said agreement and any changes thereto acceptable to the City Manager and City Attorney effective July 2022, incorporated herein as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of June 2022 by the following vote:

AYES:	COUNCILMEMBERS: Martínez-Rubin, Murphy, Salimi, Tave, Toms
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 7TH day of June 2022.



Heather Bell, CMC
City Clerk



EXHIBIT A

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
ALLIANT INSURANCE SERVICES, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Alliant Insurance Services, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2022 (the "Effective Date") in Pinole, California.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed an annual flat consulting fee of twenty-five thousand dollars (\$25,000) plus any current commissions built into insurance coverages now (if applicable), as set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as

specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Consultant shall submit invoices, once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date.

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

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

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

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

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

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

2.8 Payment Upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as

of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types, and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1.

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

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of three (3) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with proof of coverage, in a manner sufficient to confirm Consultant has obtained the insurance required under this Section 4, including the policy period and additional insured requirements. Proof of coverage includes a copy of the policy and certificate of insurance including copies of all respective endorsements. Each certificate of insurance shall show the signature of a person authorized by Consultant to bind coverage on its behalf.
- 4.4.3 Notice of reduction in or cancellation of coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' (except for professional liability) prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.
- 4.4.4 Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by (except for professional liability) or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned,

leased, or used by the Consultant in the course of providing services pursuant to this Agreement.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and self-insured retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.7 Variation.** Upon reasonable notice to Consultant, the City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide proof of insurance or maintain any insurance policies or policy endorsements to the extent and within the time herein required under Section 4, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action brought by third parties arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises solely from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement upon thirty (30) calendar days and without cause upon written notification to Consultant pursuant to this section.

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

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

- 8.3 Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services under this AGREEMENT. CONSULTANT's additional key personnel who will work on the PROJECT are identified in Exhibit B. Any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), or any change in key personnel may be made only upon prior written approval by CITY. CONSULTANT shall notify CITY of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) calendar days of such notice, CITY shall notify CONSULTANT whether CITY will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether CITY will terminate this AGREEMENT. Nothing in this provision shall be construed to limit CITY's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONSULTANT and any subconsultants will be subject to review and approval of CITY's representative.

If CONSULTANT reassigns or reduces the commitment of any such key personnel, CONSULTANT shall provide a suitable replacement, subject to the approval of CITY, and CONSULTANT shall provide a reasonable number of unbilled hours of work for such replacement personnel to the extent required to bring the personnel up to speed.

- 8.4 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties and consistent.

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

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

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

8.7.1 Immediately terminate the Agreement;

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

8.7.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. Notwithstanding the foregoing, City acknowledges that Consultant, in performing the services contemplated herein, may use patented and copyrighted materials, trade secrets, proprietary data, know-how, ideas, concepts, methodologies, practices, processes, procedures, techniques and written materials of Consultant that existed prior to the commencement of the services or this Agreement, and City agrees that Consultant shall retain all right, title and interest in and to such items; provided, however, that

Consultant hereby grants City a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the work product and are required for City's own internal use of the work products delivered under this Agreement.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

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

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

Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following

Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

Erin Thomas, Vice President, Executive Consultant
Flyriver Enty, Account Executive
Sonia Banuelos, Account Associate

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

10.9 Contract Administration. This Agreement shall be administered by Stacy Shell, Human Resources Director who shall act as the City's representative. All correspondence shall be directed to or through Stacy Shell or her designee.

10.10 Notices.

Any written notice to Consultant shall be sent to:

Alliant Insurance Services, Inc.
560 Mission St, 6th Floor
San Francisco, CA 94105
Attn: Erin Thomas

With a copy to:
General Counsel
701 B Street, 6th Floor
San Diego, CA 92101

Any written notice to City shall be sent to:

Stacy Shell, Human Resources Director
City of Pinole
2131 Pear Street
Pinole, CA 94564

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

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

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

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

CITY OF PINOLE

CONSULTANT

Andrew Murray, City Manager

Name: _____

Title: _____

Consultant's City of Pinole Business
License #: _____

Attest:

City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A**SCOPE OF SERVICES**

Services	Proposed Fee
Strategic Planning/Annual Objective Setting/Annual Work Plan	Included
Pre-renewing meeting (strategy, market update, compliance, etc.)	Included
Renewal Negotiation, Analysis and Recommendations	Included
Procurement of Alternative Cost Saving Initiatives and Options	Included
Utilization Review and Trend Analysis	Included
Financial Reporting	Included
Access to Alliant Proprietary Programs and Exclusive Purchasing Programs	Included
Legislative Compliance Support and Contract Review	Included
Health Care Reform Compliance & Consulting	Included
Contract and Plan Documents Review	Included
Compliance Audit	Included
Attendance, Support and Presentations at Meetings	Included
City of Pinole Benchmarking Analysis	Included
Vendor Management	Included
Employer & Employee Advocacy and Problem Resolution	Included
Open Enrollment Coordination and Support	Included
Open Enrollment and Communication Planning Meeting	
Communications & Employee Engagement - Posters, Flyers, Guide, Videos, etc.	Included
MyBenefits.Life Mobile Application and Website	Included
Wellness Program Consulting & Readiness Assessment	Included
Mineral (formerly ThinkHR) Membership	Included
Diversity, Equity, Inclusion & Belonging (DEIB) Consulting and Review	Included
Alliant Medicare Solutions	Included

Services Not Otherwise Listed

The Consultant is able to assist the City in evaluating vendors who provide the additional services, not listed above.

Transparency and Disclosure

All compensation the Consultant receives is fully disclosed and transparent. Consultant will provide the City with an Annual Disclosure letter at the plan renewal upon request.

As an independent consultant, Alliant provides their clients with the choice of joint purchasing solutions as well as options available in the marketplace. Alliant has a separate division within the firm, Alliant Underwriting Services (AUS) that provides Consulting, Underwriting and Program Management Services to a number of Joint Powers Authorities (JPA) and Joint Purchasing Pools throughout the country; this division is separate from Alliant's Brokerage and Consulting division. AUS receives compensation from carriers for services provided to support the operations and administration of a JPA and/or purchasing pool and is a cost included in the premium.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

The City shall pay the Consultant an annual flat consulting fee of \$25,000, plus any commissions built into insurance coverages.

To illustrate commitment of quality service to the City, the Consultant shall place 10% of the annual consulting fee at risk. Listed below are the categories of the service guarantee:

1. Execution of Scope of Work (5% of the total fee at risk) – The City's satisfaction with deliverables in the Scope of Services (Exhibit A).
2. Service and Support (5% of the total fee at risk) – Service and support of the City with decision making tools, attendance at meetings, and assistance for any implementation of new benefits/products and transition of carriers.

At any time, the City may invoke the terms of the above-mentioned guarantee. All categories are based solely on client satisfaction level. The categories may be modified by mutual agreement between the Consultant and the City. No portion of the annual consulting fee shall be returned to City if such remittance would violate applicable insurance regulations.

EXHIBIT C
CITY-FURNISHED FACILITIES

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

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CITY COUNCIL REPORT

9.D.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2024/25 THIRD QUARTER FINANCIAL REPORT

RECOMMENDATION

Staff recommend that the City Council receive the Fiscal Year (FY) 2024/25 Third Quarter Financial Report.

BACKGROUND

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

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's limited financial resources. As one of the many activities that the City undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the City's budget condition.

The Third Quarter Financial Report (Attachments A and B) covers financial activity through the third quarter of the FY 2024/25, ending March 31, 2025. It provides preliminary year-end results.

REVIEW AND ANALYSIS

At its meeting on June 25, 2024, the City Council adopted the FY 2024/25 Operating and Capital Budget. The FY 2024/25 budget is a status quo budget, meaning that the revenue sources and service and staffing levels included in the budget are similar to those included in the prior year's budget. The City remains in a stable financial position and is able to fund its operating and capital expenditures through annual, recurring funding sources. The budget does include the use of unassigned fund balance (residual, unrestricted funds) primarily for several one-time, Council-directed initiatives, which is an acceptable use of unrestricted funds.

It is the City's practice to hold a mid-year budget review each fiscal year. It was held on March 4, 2025. The mid-year budget review involves a detailed analysis of budget-to-actuals from July 1 to December 31 and helps us determine if adjustments to anticipated revenue and planned expenditures are necessary.

At the end of third quarter of the fiscal year most revenues and expenditures are expected to be at 75% of the budget, although this may vary based on the timing of certain receipts and

spending trends. Overall, General Fund revenues and expenditures are on target with budgeted amounts as expected at this point in the fiscal year. Therefore, staff is not recommending any changes to the budget at this time.

The FY 2024/25 budget and actual revenue, expenditures, and estimated beginning and ending fund balance for each City fund is listed in the Financial Summary (Attachment B). The "FY 2024/25 Amended Budget" column in the financial tables reflects the amendments made at mid-year.

Next Steps

The FY 2024/25 Fourth Quarter Financial Report, which will include proposed year-end adjustments, will be presented to the City Council in September 2025.

FISCAL IMPACT

There is no fiscal impact as a result of receiving this report. Staff is not recommending any budget adjustments at this time.

ATTACHMENTS

- A. FY 2024-25 Q3 Financial Report
- B. FY 2024-25 Q3 Financial Summary by Fund

City of Pinole

FY 2024/25 Third Quarter Financial Report



Prepared by Finance Department

June 3, 2025

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Introduction

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

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's limited financial resources. As one of the many activities that the City undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the City's budget condition.

The Third Quarter Financial Report covers financial activity through the third quarter of the FY 2024/25, July 1, 2024 through March 31, 2025. It also provides projected year-end results.

The City's full budget document, FY 2024/25 Operating and Capital Budget, and other financial reports, can be found on the City's website at <https://www.pinole.gov/financial-reports/>.

General Fund Overview

The FY 2024/25 budget is a status quo budget, meaning that the revenue sources and service and staffing levels included in the budget are similar to those included in the prior year's budget. The City remains in a stable financial position and is able to fund its operating and capital expenditures through annual, recurring funding sources. The budget does include the use of unassigned fund balance (residual, unrestricted funds) primarily for several one-time, Council-directed initiatives, which is an acceptable use of unrestricted funds. Additionally, the City maintains a separate General Reserve Fund, which is required by the City's Cash Reserve Policy to maintain a reserve balance equal to 50% of total ongoing General Fund operating expenditures. To close the budget gap for FY 2024/25, the City Council approved a one-time transfer of \$843,790 from the General Reserve to balance the budget. The General Reserve fund balance will be approximately \$9.9 million after the transfer is processed, which is approximately 42% of total ongoing General Fund operating expenditures.

At its meeting on June 25, 2024, the City Council adopted the FY 2024/25 budget, which included the use of the General Fund's unassigned fund balance to fund several Council-directed initiatives as well as several capital improvement projects. The FY 2024/25 adopted budget includes the use of General Fund (including Measure S 2006 and 2014) unassigned fund balance for a net deficit of \$9 million.

During the FY 2024/25 mid-year budget review (second quarter), the City Council adopted budget amendments, bringing total General Fund revenues to \$28.7 million, total General Fund expenditures to \$37.2 million, resulting in a net use of fund balance of \$8.6 million.

The majority of the use of fund balance is for several large, multi-year capital improvement projects. It is important to note that the total estimated costs of capital projects are budgeted in year one (FY 2024/25) of the Capital Improvement Plan (CIP) although some projects may take several years to complete. The total costs are budgeted up front to earmark the full amount of funding needed to complete the CIP projects. An itemized list of the capital projects funded by the General Fund unassigned fund balance can be found on page 7 of the FY 2024/25 Operating and Capital Budget: <https://www.pinoles.gov/wp-content/uploads/2024/08/Budget-for-FY2024-2025.pdf>.

At this point, the City is projecting to end FY 2024/25 with a net deficit of \$2.3 million, with total revenues projected at \$28.7 million and expenditures at \$31.1 million, and an estimated ending fund balance of \$5.7 million. The table below summarizes the General Fund budget to actuals through the third quarter.

FY 2024/25 Third Quarter Financial Report
General Fund Overview

General Fund (including Measure S 2006 and 2014, and Measure I 2024)	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustments	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 28,219,433	\$ 28,664,114	\$ -	\$ 28,664,114	\$ 15,918,136	56%	\$ 28,761,003
Expenditures	37,215,683	37,227,311	-	37,227,311	22,711,954	61%	31,067,311
Net surplus/deficit	(8,996,250)	(8,563,197)	-	(8,563,197)	\$ (6,793,817)		(2,306,308)
Beginning Fund Balance	7,978,729	7,978,729		7,978,729			7,978,729
Ending Fund Balance	\$ (1,017,521)	\$ (584,468)		\$ (584,468)			\$ 5,672,420

Since the third quarter represents 75% of the fiscal year, it is expected that actual revenues and actual expenditures will be around 75% of budget. However, this may vary depending on the timing of certain receipts (e.g., property tax) and disbursements (e.g., debt payments).

General Fund Revenue

The City Council authorized revenues in the amount of \$28,219,433 in the original FY 2024/25 General Fund budget, including Measure S 2006 and 2014. The budget was amended to \$28,664,114 at mid-year, with the most significant increase being attributable to the new half-cent sales tax (Measure I) which is expected to generate \$600,000 for FY 2024/25. General Fund actual revenues through the third quarter of FY 2024/25 totaled \$15,918,136, which is 56% of the budget. This is slightly under (3%) actual revenue received in the third quarter of prior fiscal years. However, it's due to the authorized budget for Measure I revenue which becomes effective 4/1/25. The table below summarizes General Fund revenue activity through the third quarter.

Category	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals	% of Amended Budget	Projected Year-End
Property Taxes	\$ 6,168,067	\$ 6,168,067	\$ -	\$ 6,168,067	\$ 3,283,712	53%	\$ 6,168,067
Sales and Use Taxes	4,536,436	4,459,156	-	4,459,156	2,898,866	65%	4,459,156
Sales and Use Taxes - Measure S 2006	2,581,000	2,550,000	-	2,550,000	1,590,728	62%	2,550,000
Sales and Use Taxes - Measure S 2014	2,581,000	2,550,000	-	2,550,000	1,584,359	62%	2,550,000
Sales and Use Taxes - Measure I 2024	-	600,000	-	600,000	-	0%	600,000
Utility Users Tax	2,285,000	2,285,000	-	2,285,000	2,045,450	90%	2,285,000
Franchise Taxes	850,000	850,000	-	850,000	454,338	53%	850,000
Other Taxes: TOT	460,000	400,000	-	400,000	225,787	56%	400,000
Other Taxes: Business License	464,599	464,599	-	464,599	457,771	99%	464,599
Intergovernmental Taxes	2,402,673	2,402,673	-	2,402,673	1,217,510	51%	2,402,673
Public Safety Charges	1,774,307	1,774,307	-	1,774,307	1,502,583	85%	1,774,307
Total Other Revenue	847,561	891,522	-	891,522	657,030	74%	988,411
Revenue Total:	24,950,643	25,395,324	-	25,395,324	15,918,136	63%	25,492,213
Transfer In from Section 115 Trust	2,425,000	2,425,000	-	2,425,000	-	0%	2,425,000
Transfer In from General Reserve	843,790	843,790	-	843,790	-	0%	843,790
Revenue/Sources Total:	\$ 28,219,433	\$ 28,664,114	\$ -	\$ 28,664,114	\$ 15,918,136	56%	\$28,761,003

Staff is not recommending budget adjustments for the third quarter of FY2024/25.

The following section describes each revenue category and provides historical trend information as well as financial activity for the third quarter of FY 2024/25.

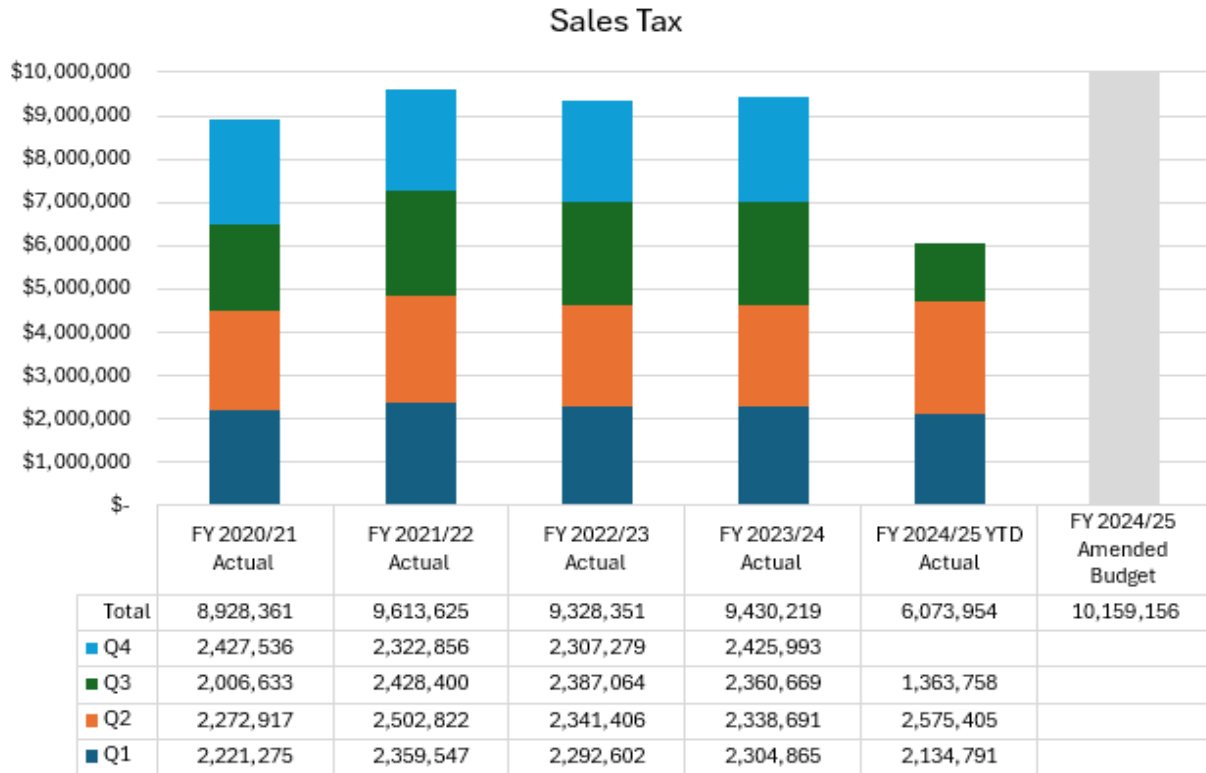
Sales Tax

Sales tax is the City's largest general revenue stream at 34% of total General Fund revenues. Through the third quarter, sales tax revenue collected through February was \$6,073,954, 64% of the budget. There is typically a two-month delay in the timing of sales tax receipts. The receipts are consistent with revenue received for the same time period in previous fiscal years.

City staff meets with the sales tax consultant, HdL, quarterly to get updates on the previous quarter's sales tax performance. Highlights from the last quarterly sales tax update for the period October through December 2024 were:

- Overall sales tax receipts were up 4.1% compared to the same period in 2023;
- A new outlet in general consumer goods is the reason for positive results for the group; otherwise, the group would have been down consistent with the statewide results, which were down 2%;
- Restaurants' results were mixed with openings in the fast-casual category and gains in the quick-service restaurants pushing the group positive; casual dining was down;
- Lower receipts at the pump resulted in slowing receipts for the service stations;
- The City's voter-approved transaction taxes were impacted by over the counter transactions discussed above, but locals purchasing fewer vehicles and one-time allocations in the comparable year led to negative results;
- Taxable sales for all of Contra Costa County declined 3.2% over the comparable time period; the Bay Area was down 0.5%.

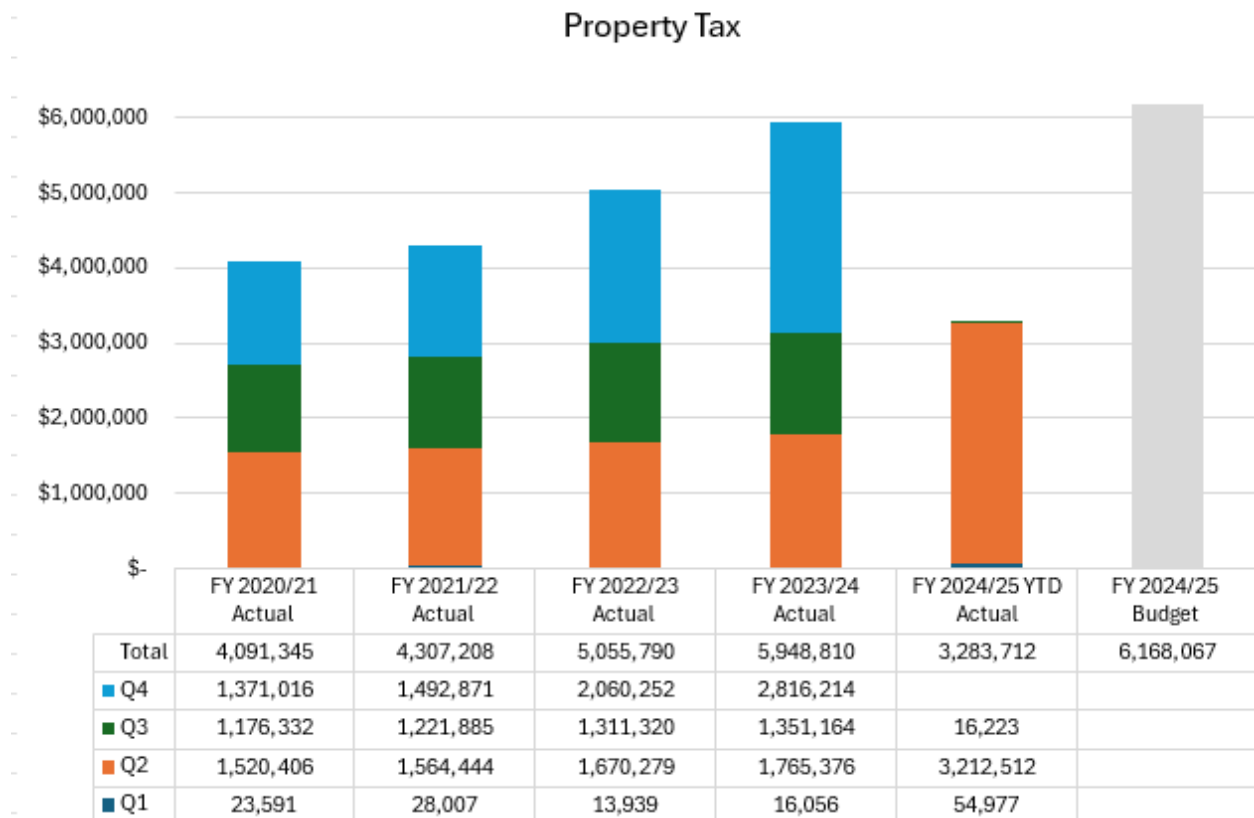
HdL provided updated sales tax projections for FY 2024/25. We expect to receive \$139,280 less than originally budgeted. However, the decrease will be partially offset by an additional \$600,000 that we expect to receive from new local sales tax (Measure I), which was passed by voters in the November 2024 election. The \$600,000 represents one quarter of the new revenue since Measure I goes into effect on April 1, 2025.



Property Tax

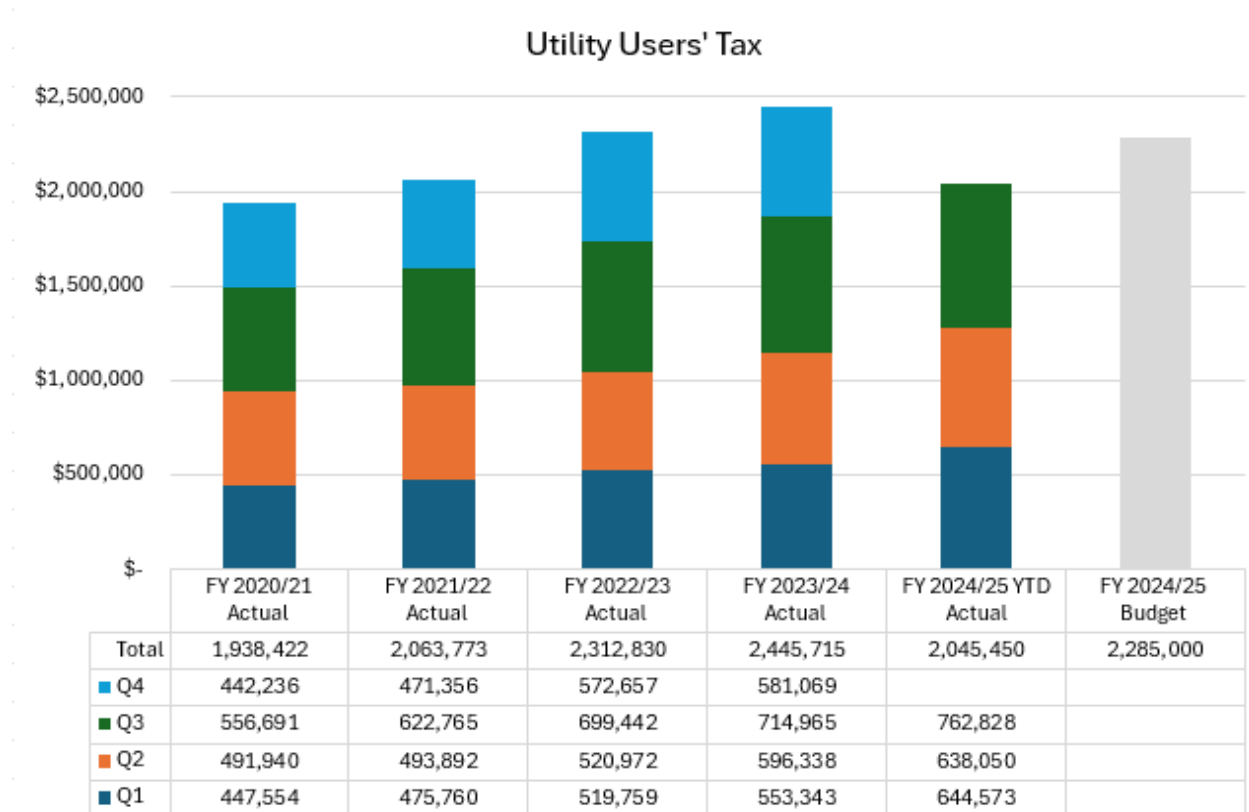
Property tax is the City’s second largest revenue stream at 22% of total General Fund revenues. It is comprised of four segments – secured, unsecured, supplemental, and transfer tax. The largest segment is secured property tax. It is received in three installments in December (55%), April (40%), and June of each year (5%). Secured property tax revenue includes the basic 1% property tax and the Redevelopment Property Tax Trust Fund (RPTTF). This is revenue that has resulted from the dissolution of the former Pinole Redevelopment Agency and represents the shift from the Agency receiving tax increment revenue to the various taxing entities receiving the tax revenue. The RPTTF revenue will convert to “normal” property tax revenue this fiscal year as all of the former Agency’s outstanding debt is paid off and the Successor Agency is formally dissolved. Through the third quarter, revenue collected was \$3,283,712, 53% of budget.

Between January 1, 2025 and March 31, 2025, there were 32 single family residential sales in Pinole. The average price was \$737,938 and the median price was \$773,250, representing a 10.4% increase in the median price compared to the prior quarter and a 5.9% increase compared to the same time period in 2024.



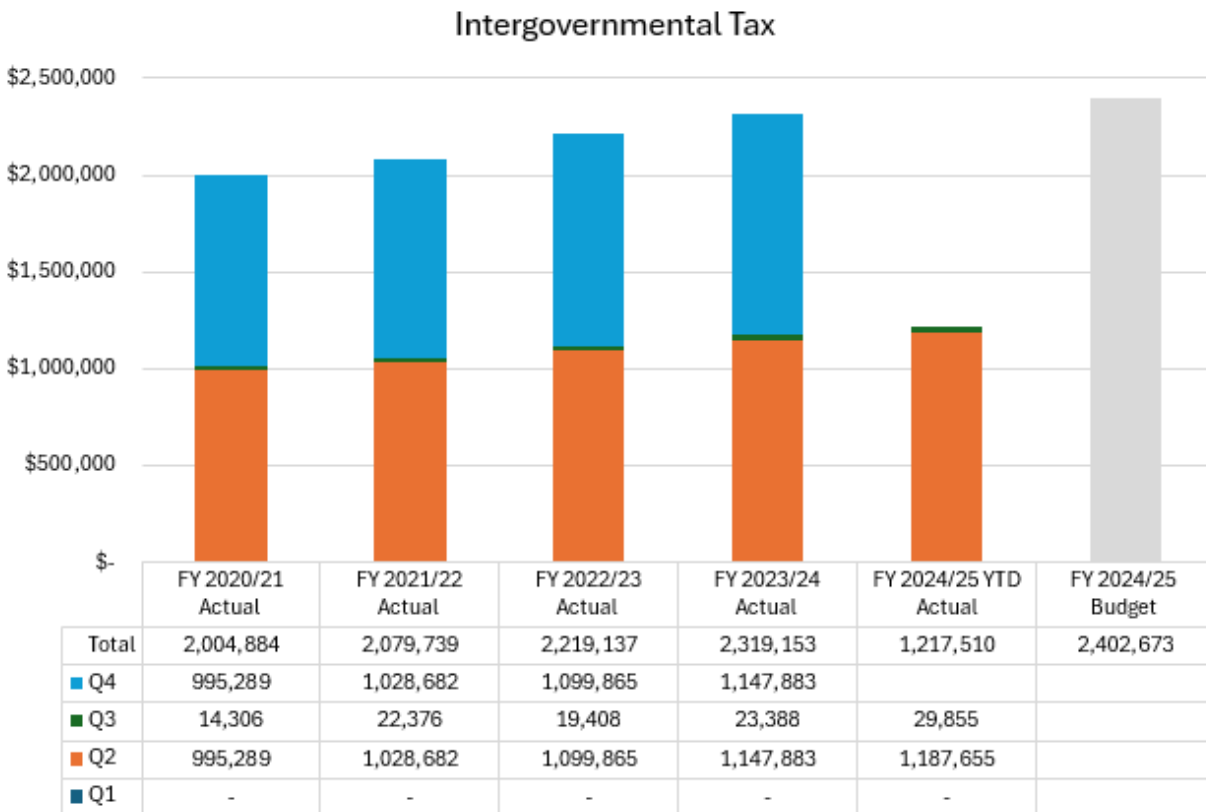
Utility Users' Tax

Utility Users' Tax (UUT) of 8% is levied on telecommunication, electricity, gas, and mobile telephones. Through the third quarter, UUT revenue collected was \$2,045,450, 90% of the budget. The amount collected is consistent with the timing of receipts.



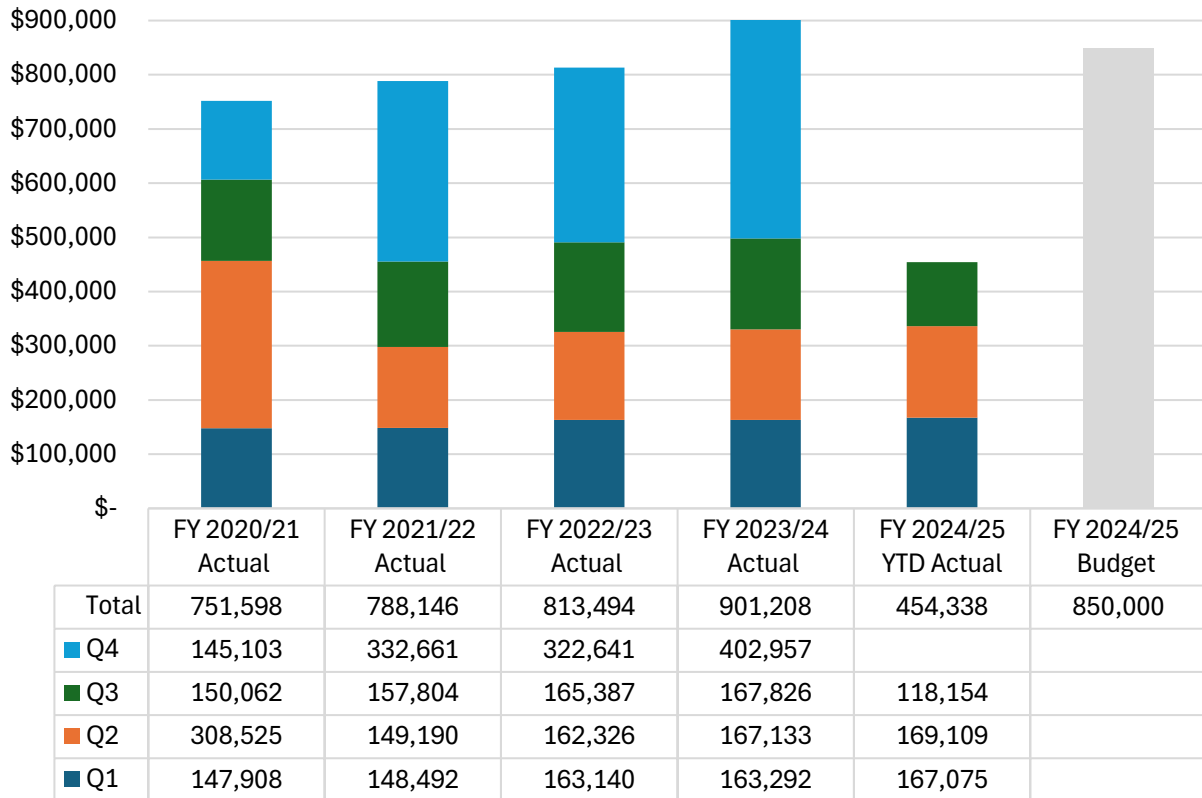
Intergovernmental Tax

Intergovernmental Tax is comprised of the Motor Vehicle License Fee (VLF), which is the City's share of motor vehicle license fees levied, collected, and apportioned by the State. This category also includes the Homeowners Property Tax Relief, which is a reimbursement from the State to offset loss of property tax for the state-imposed homeowner exemption. Through the third quarter, the first half of the allocation and the FY2023/24 excess were received in the amount of \$1,217,510. The second half will be received in June.



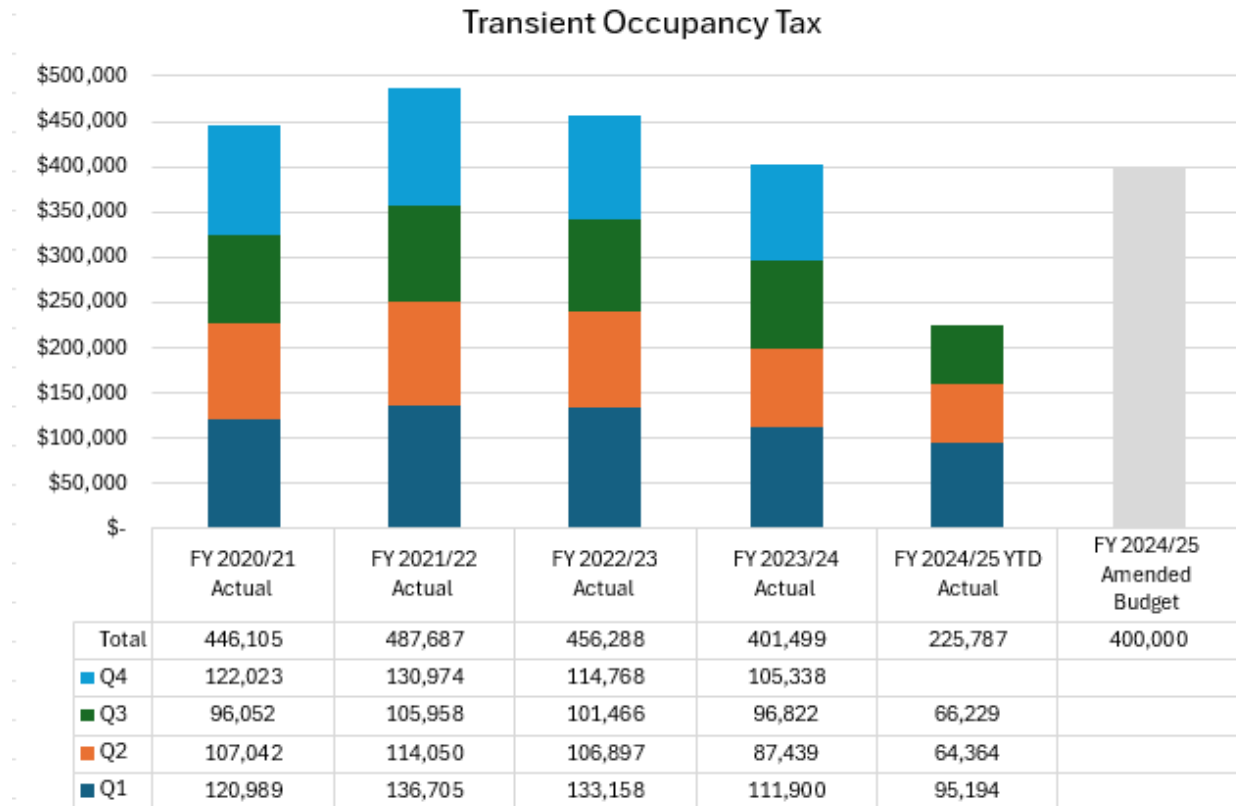
Franchise Tax

Franchise Tax is levied on gas (1%), electricity (2%), cable (5%), and refuse (10%). Through the third quarter, revenue collected was \$454,338, 53% of the budget. The amount collected is consistent with the timing of receipts.



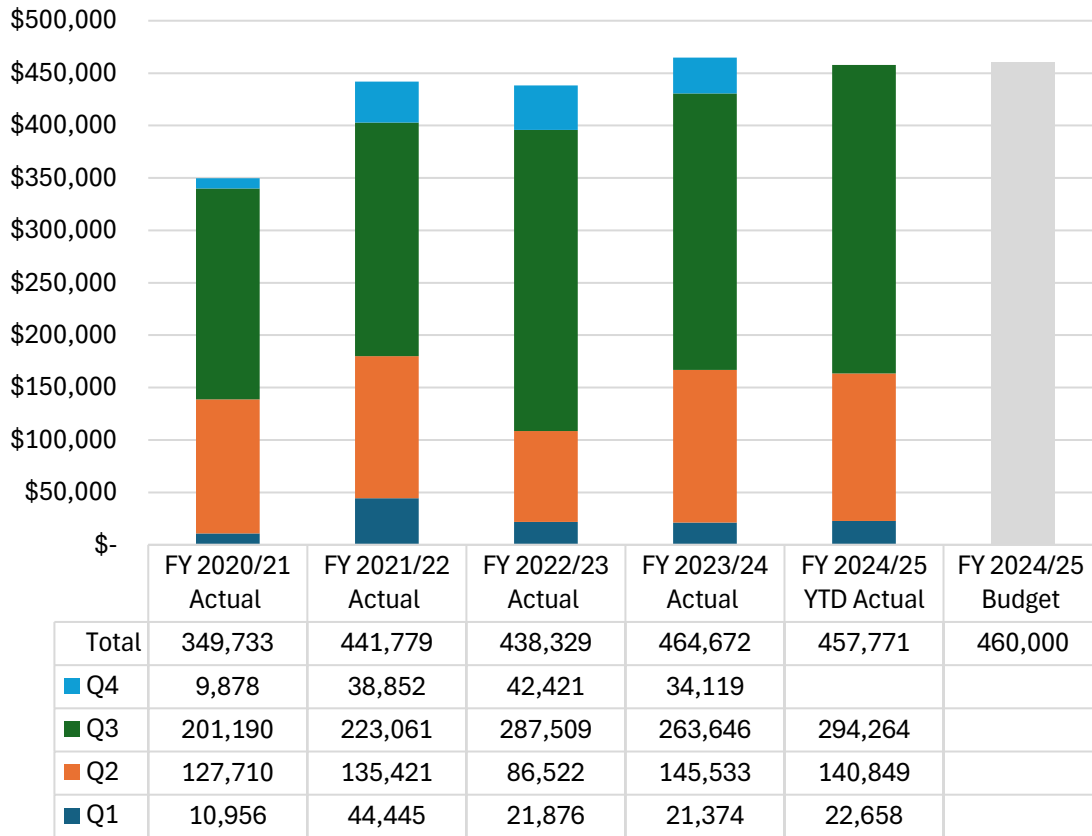
Transient Occupancy Tax (TOT)

Transient Occupancy Tax (TOT), also known as the “hotel tax,” is levied at 10% on persons staying 30 days or less in a motel or lodging facility within City limits. Through the third quarter, revenue collected was \$225,787, 56% of the amended budget.



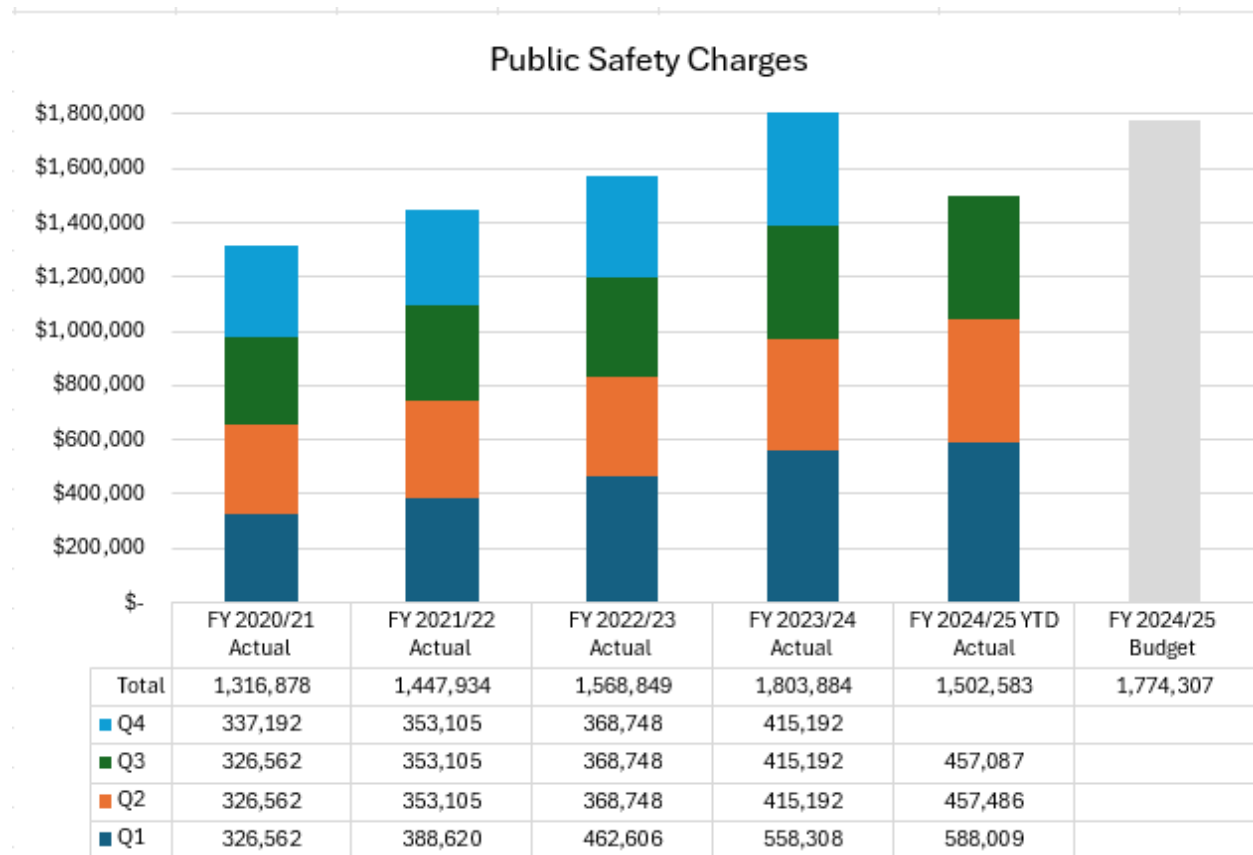
Business License Tax

Business License Tax is assessed on all businesses doing business within City limits. Through the third quarter, revenue collected was \$457,771, 99% of the budget. The bulk of this revenue is typically received in December and January during the annual business license renewal.



Public Safety Charges

Public safety charges are received for dispatch services provided to the cities of Hercules and San Pablo under an Intergovernmental Service Sharing agreement. The revenue is received on a quarterly basis. Through the third quarter, \$1,502,583, or 85% of the budget, was collected.



Other Revenue

Other revenue includes permits, fees, fines and forfeitures, rental income, proceeds from the sale of property, investment income, and grants. All revenues in this category totaled \$657,030, 74% of the budget.

Transfers In

The transfer in comes from the Section 115 Trust to offset the increase in pension costs in the General Fund. For FY 2024/25, \$2,425,000 is budgeted, but the actual amount of the transfer will be based on total expenditures at year-end.

Also, the City Council approved a one-time transfer of \$843,790 to the General Fund from the General Reserve to balance the budget for FY 2024/25. The transfer will be made later in the fiscal year.

General Fund Expenditures

The City Council authorized expenditures in the amount of \$37,215,683 in the original FY 2024/25 General Fund budget. During the second quarter the General Fund expenditures budget was revised to \$37,227,311. General Fund actual expenditures plus encumbrances through the third quarter totaled \$22,711,954, 61% of the amended budget. The tables below summarize General Fund expenditure activity through the third quarter.

Department	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
City Council	\$ 202,339	\$ 241,089	\$ -	\$ 241,089	\$ 115,342	48%	\$ 241,089
City Manager	683,857	683,431	-	683,431	440,359	64%	683,431
City Clerk	717,294	731,224	-	731,224	567,190	78%	731,224
City Treasurer	10,148	10,148	-	10,148	7,473	74%	10,148
City Attorney	297,031	297,031	-	297,031	309,335	104%	297,031
Finance Department	971,117	974,117	-	974,117	792,390	81%	974,117
Human Resources	888,867	925,991	-	925,991	709,625	77%	925,991
Non-Departmental	3,257,051	3,257,051	-	3,257,051	3,363,273	103%	3,257,051
Police Department	12,358,037	12,354,609	-	12,354,609	9,001,562	73%	12,354,609
Fire Department	6,433,461	6,433,461	-	6,433,461	4,780,945	74%	6,433,461
Public Works	10,368,528	10,258,988	-	10,258,988	2,003,990	20%	4,098,988
Community Development	585,788	600,338	-	600,338	414,160	69%	600,338
Community Services	442,165	459,833	-	459,833	206,311	45%	459,833
Expenditure Total:	\$ 37,215,683	\$ 37,227,311	\$ -	\$ 37,227,311	\$ 22,711,954	61%	\$ 31,067,311

Actual expenditures in most departments were at or below 75%. Those that were above 75% are discussed below.

- Several departments, including City Clerk, Finance, and Human Resources were slightly over 75% due to the workers compensation and general liability annual premiums being paid in full at the beginning of the fiscal year.
- City Attorney expenditures were at 104% of budget due to the time lag in reimbursements (credits) from other City departments for legal services. Reimbursements are processed in the month following the end of each quarter.
- Non-Departmental expenditures were at 103% due to the annual debt payment for 2006 pension obligation bonds which was paid in full at the beginning of the fiscal year, operating subsidies being transferred to Recreation and PCTV, and contributions to the Equipment Replacement Fund, and the City Street Improvement and Arterial Streets Rehabilitation Funds.

FY 2024/25 Third Quarter Financial Report
General Fund Expenditures

Category	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Salaries & Wages	\$ 10,343,285	\$ 10,331,587		\$ 10,331,587	\$ 7,669,276	74%	\$10,331,587
Benefits	7,399,988	7,399,988		7,399,988	5,756,732	78%	\$ 7,399,988
Professional/Admin Services	9,482,105	9,708,533		9,708,533	6,551,130	67%	\$ 9,708,533
Other Operating	322,711	322,711		322,711	302,536	94%	\$ 322,711
Materials and Supplies	185,033	185,033		185,033	106,955	58%	\$ 185,033
Interdepartmental Charges	(719,548)	(690,318)		(690,318)	(97,967)	14%	\$ (690,318)
Asset/Capital Outlay	8,004,702	7,772,370		7,772,370	406,100	5%	\$ 1,612,370
Debt Service	636,107	636,107		636,107	636,015	100%	\$ 636,107
Transfers Out	1,561,300	1,561,300		1,561,300	1,381,177	88%	\$ 1,561,300
Expenditure Total:	\$ 37,215,683	\$ 37,227,311	\$ -	\$ 37,227,311	\$ 22,711,954	61%	\$31,067,311

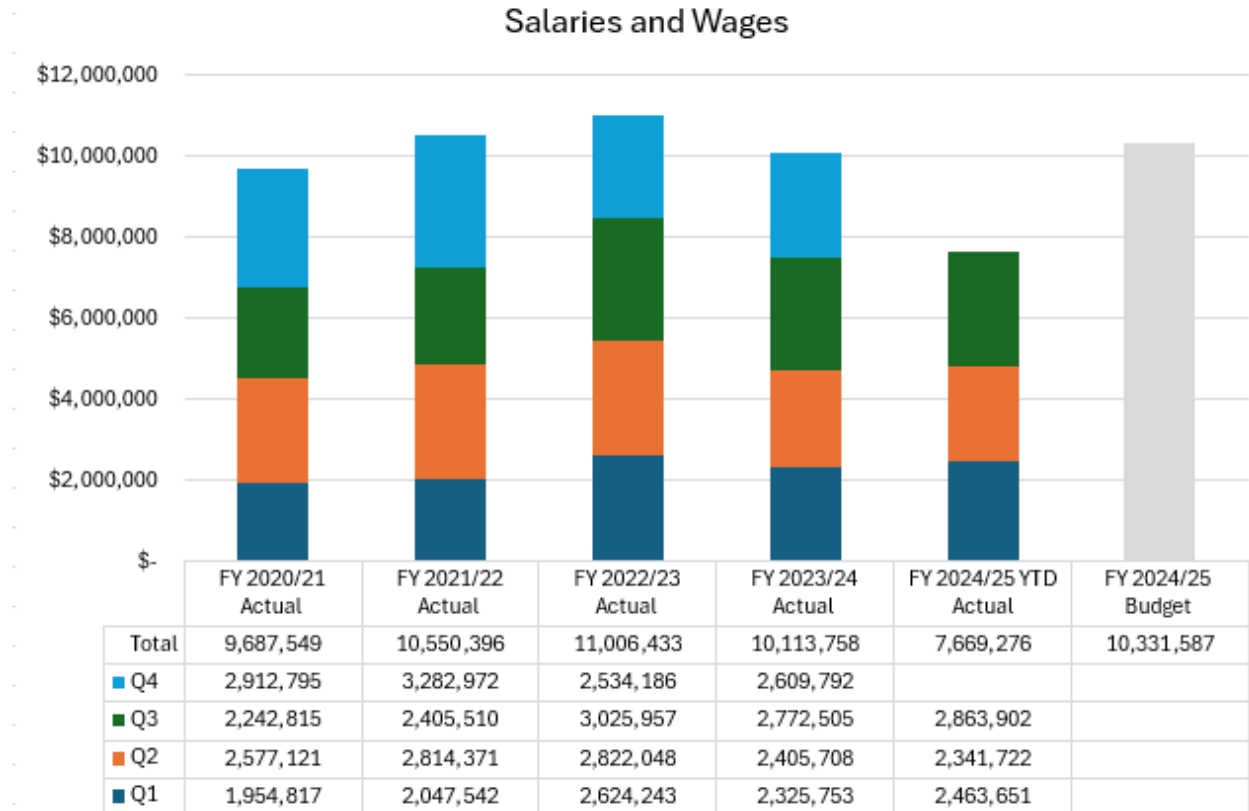
Actuals in most of the expenditure categories were at or below 75%. Those that were above 75% are discussed below.

- Benefits were at 78% of budget primarily due to the workers' compensation annual premium being paid in full at the beginning of the fiscal year.
- Other operating, or utilities, was at 94% but fluctuates throughout the fiscal year.
- Debt service was at 100% due to the annual payment being paid in full at the beginning of the fiscal year.

The following section describes each expenditure category and provides historical trend information as well as financial activity through the third quarter of FY 2024/25.

Salaries and Wages

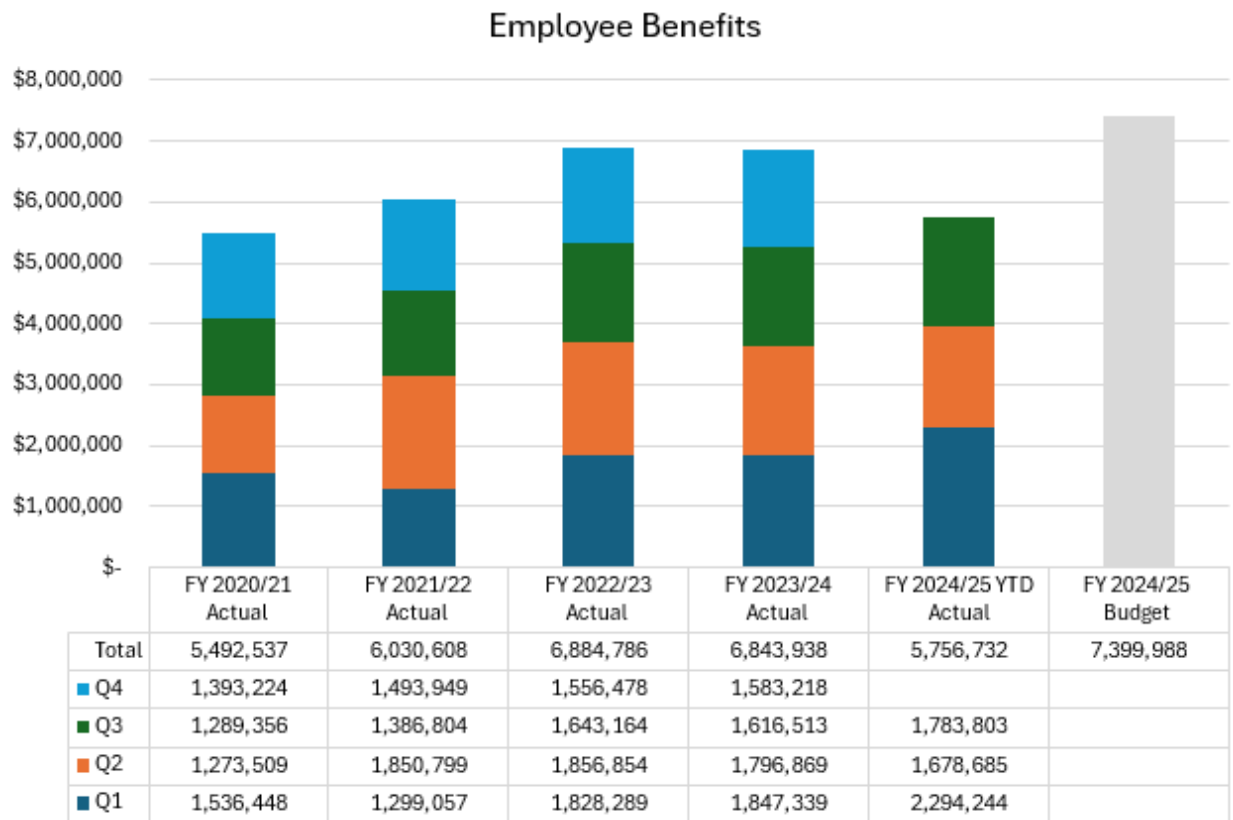
The FY 2024/25 budget includes salaries and wages based on the City's staffing level of 113.14 full-time equivalents (FTEs), salary increases for different classifications already agreed upon in the City's current labor memorandums of understanding (MOUs). The budget includes a savings factor equal to 3% of total annual salary and benefits expenditures to account for savings resulting from position vacancies. Through the third quarter, salaries and wages were \$7,669,276, 74% of budget.



Employee Benefits

The cost of retirement benefits is the City's annual required contribution for employees' pension to the California Public Employees' Retirement System (CalPERS). The City's annual required contribution is determined by an annual actuarial valuation report, the most recent of which is as of July 2023. The budget reflects the net cost to the City (the required total contribution minus the employee contributions). All classic employees currently contribute the required employee contribution plus a portion of the employer's contribution for a total of 15%.

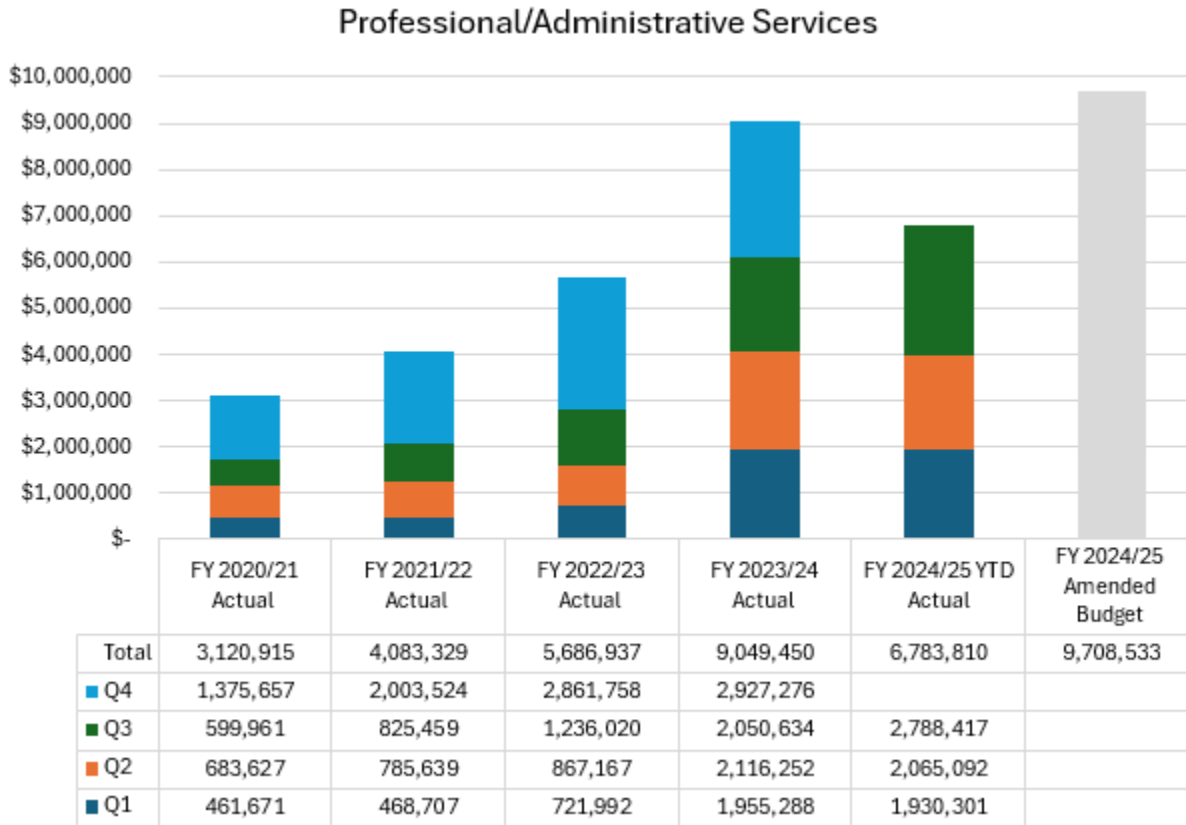
Other benefits include employee medical/dental/vision care, workers' compensation, and others. The benefits cost in the forecast is based primarily trends and information provided by service providers. Through the third quarter, benefits were \$5,756,732, 78% of the budget. As previously stated, the slight overage is primarily attributable to the workers' compensation and general liability annual premiums being paid in full at the beginning of the fiscal year.



Professional and Administrative Services

Professional and administrative services include consulting services, legal services, temporary services, network and software maintenance, and equipment and building maintenance. Contract services with other government agencies, such as the County animal services and library services, are also included in professional services. This category is primarily projected based on contractual obligations and historical trends. Through the third quarter, professional and administrative services were \$6,783,810, 70% of the budget.

This category also includes the City's fire services agreement with the Contra Costa County Fire Protection District (CCCYPD) to provide fire protection services to Pinole residents. For FY 2024/25, the cost is \$5.7 million per the approved five-year agreement. The monthly contract costs are included in the actuals shown below.



Other Operating Expenses

Other operating expenses include all other expenditure categories, such as travel/training, office expenses, and utilities. Through the third quarter, expenditures including encumbrances were \$302,536, 94% of the budget.

Materials and Supplies

Materials and supplies include fuel, supplies, and maintenance materials. Through the third quarter, expenditures were \$106,955, 58% of the budget.

Interdepartmental Charges

Interdepartmental charges include indirect costs for personnel costs allocated to other funds, information systems, legal charges, and general liability. Through the third quarter, expenditures were -\$97,967. This was due to the general liability premium being paid in full at the beginning of the fiscal year.

Asset/Capital Outlay

Asset/capital outlay includes non-major asset acquisition and improvements, such as computer equipment and furniture, as well as several major capital projects to be funded by the General Fund unassigned fund balance. Through the third quarter, asset/capital outlay expenditures were \$686,700, 9% of the budget.

Each fiscal year, capital needs are assessed and prioritized through the CIP planning process. Capital improvement projects are detailed in a separate Five-Year Capital Improvement Plan (CIP): <https://www.pinole.gov/wp-content/uploads/2024/08/Final-Proposed-FY-2024-45-through-2028-29-CIP-6-18-24.pdf>.

Debt Service

Debt service includes the payment of debt for the 2006 pension obligation bonds (POBs) that were issued to finance the City's unfunded accrued actuarial liability with CalPERS. This category was at 100% of the revised budget due to the debt payment being paid in full at the beginning of the fiscal year.

Transfers Out

Transfers out includes the transfers from the General Fund and Measure S to other funds to support Recreation programs, Pinole Community Television (PCTV), vehicle and equipment replacement. Transfers were \$1,381,177, 57% of budget, due to the transfer of funds from the general fund to City Street Fund (\$250,000), Arterial Streets Rehabilitation Fund (\$250,000), Recreation Fund (\$571,177), PCTV fund (\$160,000) and Equipment Reserve Fund (\$150,000). The remaining transfers will be processed at the end of the fiscal year.

Non-General Funds

The following analysis provides explanations of the financial activity for select non-general funds.

Since the third quarter represents 75% of the fiscal year, it is expected that actual revenues and actual expenditures will be around 75% of budget. However, this may vary depending on the timing of certain receipts and disbursements. Also, these funds include capital improvement projects which may take several fiscal years to be completed.

Special Revenue Funds

Gas Tax Fund (Fund 200)

The Gas Tax Fund accounts for revenue from State excise taxes on gasoline and diesel fuel sales (referred to as the Highway Users Tax Account (HUTA)) as well as revenue from the Road Repair and Accountability Act of 2017 (SB1) (referred to as the Road Maintenance and Rehabilitation Account (RMRA)). Gas Tax Fund resources are restricted for use in the construction and maintenance of public streets. These funds support both annual operating and capital projects. Through the third quarter, revenues were \$860,251, 82% of the budget. Expenditures including encumbrances were \$368,758, 17% of the budget. Actual expenditures were low due to the timing of budgeted capital projects.

Gas Tax Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,046,400	\$ 1,046,400		\$ 1,046,400	\$ 860,251	\$ 860,251	82%	\$ 1,046,400
Expenditures	2,203,189	2,203,189	-	2,203,189	363,720	368,758	17%	628,189
Net surplus/deficit	(1,156,789)	(1,156,789)	-	(1,156,789)	\$ 496,532	\$ 491,494		418,211
Beginning Fund Balance	1,589,060	1,589,060		1,589,060				1,589,060
Ending Fund Balance	\$ 432,271	\$ 432,271		\$ 432,271				\$ 2,007,271

Public Safety Augmentation Fund (Fund 203)

The Public Safety Augmentation Fund (PSAF) accounts for monies allocated by the County Auditor-Controller under Proposition 172 from the statewide 0.5% sales tax based on a share of statewide taxable sales. These funds are used for public safety personnel costs and safety equipment purchases. Through the third quarter, revenues were \$160,799, 64% of the budget. There is typically a one-month delay in receiving the funds for the previous month. Expenditures were \$353,979, 65% of the budget.

Public Safety Augmentation Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 249,855	\$ 249,855		\$ 249,855	\$ 160,799	64%	\$ 249,855
Expenditures	546,413	546,413		546,413	353,979	65%	546,413
Net surplus/deficit	(296,558)	(296,558)	-	(296,558)	\$ (193,181)		(296,558)
Beginning Fund Balance	359,962	359,962		359,962			359,962
Ending Fund Balance	\$ 63,404	\$ 63,404		\$ 63,404			\$ 63,404

Supplemental Law Enforcement Services Fund (Fund 206)

The Supplemental Law Enforcement Services Fund (SLESF) accounts for funds received from the County under AB 3229, which enacted the Citizens Option for Public Safety (COPS) Program, through which the City receives \$100,000 annually. In addition to the \$100,000 annual payment, the City receives a Growth Allocation payment. The funds are used for officer personnel costs and safety equipment purchases. Through the third quarter, revenues were \$204,289, 117% of the budget. Expenditures were \$213,680, 72% of the budget.

Supplemental Law Enforcement Services Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 175,000	\$ 175,000		\$ 175,000	\$ 204,289	117%	\$ 175,000
Expenditures	294,962	294,962	-	294,962	213,680	72%	294,962
Net surplus/deficit	(119,962)	(119,962)	-	(119,962)	\$ (9,391)		(119,962)
Beginning Fund Balance	303,559	303,559		303,559			303,559
Ending Fund Balance	\$ 183,597	\$ 183,597		\$ 183,597			\$ 183,597

NPDES Storm Water Fund (Fund 207)

The NPDES Storm Water Fund accounts for assessments collected by the County via property tax bills and provided to the City for stormwater programs pursuant to the National Pollutant Discharge Elimination System (NPDES) regulations, a federally mandated program. Assessments are levied at \$35 per Equivalent Runoff Unit (ERU). Revenues are received in December, April, and June through property tax assessments. Through the third quarter, expenditures were \$373,081, 98% of the budget. The overage was attributable to one-time costs for the storm drain master plan and project management support.

NPDES Storm Water Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 253,272	\$ 253,272		\$ 253,272	\$ 147	0%	253,272
Expenditures	379,829	379,829		379,829	373,081	98%	379,829
Net surplus/deficit	(126,557)	(126,557)	-	(126,557)	\$ (372,934)		(126,557)
Beginning Fund Balance	(123,627)	(123,627)		(123,627)			(123,627)
Ending Fund Balance	\$ (250,184)	\$ (250,184)		\$ (250,184)			\$ (250,184)

Recreation Fund (Fund 209)

The Recreation Department Fund accounts for funds received from fees for participation in recreational programs. While the recreation programs of the Community Services Department have operated on a limited basis in some areas, program participation and facility rentals are starting to increase. Through the third quarter, program revenues were \$566,689, 83% of the amended budget. With the General Fund operating subsidy, revenues

were \$1,137,866, 79% of the budget. Expenditures were \$1,727,335, 66% of the budget. Community Services received a \$167,050 contribution from the West Contra Costa Youth Soccer League to renovate the soccer field and a \$10,000 contribution to go toward youth programs. These amounts are reflected in the amended budget and actuals.

Recreation Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues							
Program Revenue	\$ 504,356	\$ 681,406	\$ -	\$ 681,406	\$ 566,689	83%	\$ 681,406
Transfers In	751,300	751,300		751,300	571,177	76%	751,300
Total Revenues	1,255,656	1,432,706	-	1,432,706	1,137,866	79%	1,432,706
Expenditures	2,380,256	2,611,306	-	2,611,306	1,727,335	66%	2,611,306
Net surplus/deficit	(1,124,600)	(1,178,600)	-	(1,178,600)	\$ (589,469)		(1,178,600)
Beginning Fund Balance	(13,804)	(13,804)		(13,804)			(13,804)
Ending Fund Balance	\$ (1,138,404)	\$ (1,192,404)		\$ (1,192,404)			\$ (1,192,404)

Building and Planning Fund (Fund 212)

The Building & Planning Fund accounts for funds received from fees and permits for building and planning services. Fees are collected to recover the cost primarily related to inspections and plan checks performed. Through the third quarter, revenues were \$1,398,481, 101% of the budget. Expenditures were \$1,474,005, 69% of the budget. The overage in revenue is mainly attributable to a \$350,000 grant received for Energy Resources Conservation.

Building and Planning Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,415,526	\$ 1,381,026	\$ -	\$ 1,381,026	\$ 1,398,481	101%	\$ 1,731,026
Transfers In	67,000	67,000	-	67,000	-	0%	67,000
Total Revenues	\$ 1,482,526	\$ 1,448,026	\$ -	\$ 1,448,026	\$ 1,398,481	97%	1,798,026
Expenditures	2,039,558	2,143,158	-	2,143,158	1,474,005	69%	2,143,158
Net surplus/deficit	(557,032)	(695,132)	-	(695,132)	\$ (75,524)		(345,132)
Beginning Fund Balance	(2,226,679)	(2,226,679)		(2,226,679)			(2,226,679)
Ending Fund Balance	\$ (2,783,711)	\$ (2,921,811)		\$ (2,921,811)			\$ (2,571,811)

Refuse Management Fund (Fund 213)

The Refuse Management Fund accounts for resources received from the City's franchise waste hauler, Republic Services, from a monthly fee imposed under AB 939 on all residential customers in Pinole. These revenues are restricted to programs and activities that promote recycling of solid waste and source reduction. Through the third quarter, revenues were \$51,554, 78% of the budget. Expenditures were \$104,235, 56% of the budget.

Refuse Management Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 66,060	\$ 66,060		\$ 66,060	\$ 51,554	78%	\$ 66,060
Expenditures	187,102	187,102		187,102	104,235	56%	187,102
Net surplus/deficit	(121,042)	(121,042)	-	(121,042)	\$ (52,680)		(121,042)
Beginning Fund Balance	31,420	31,420		31,420			31,420
Ending Fund Balance	\$ (89,622)	\$ (89,622)		\$ (89,622)			\$ (89,622)

Solid Waste Fund (Fund 214)

The Solid Waste Fund accounts for funds received from Republic Services from a monthly fee it assesses on customer rates for solid waste services. These funds are set aside for future solid waste capital projects and for a rate stabilization fund. Revenues are received on a quarterly basis and the first installment is typically received in October. Through the third quarter, revenues were \$332,624, 90% of the budget. Expenditures were \$80,484, 46% of the budget.

Solid Waste Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 368,000	\$ 368,000		\$ 368,000	\$ 332,624	90%	\$ 368,000
Expenditures	173,666	173,666		173,666	80,484	46%	173,666
Net surplus/deficit	194,334	194,334	-	194,334	252,141		194,334
Beginning Fund Balance	2,915,815	2,915,815		2,915,815			2,915,815
Ending Fund Balance	\$ 3,110,149	\$ 3,110,149		\$ 3,110,149			\$ 3,110,149

Measure J Fund (Fund 215)

The Measure J Fund accounts for special sales tax revenues collected by the Contra Costa Transportation Authority (CCTA) and reapportioned to the cities for local street projects. The City must submit a checklist each year to confirm compliance with a Growth Management Program in order to receive these funds. Estimates of annual funding are provided by the CCTA, and jurisdiction allocations are based on a formula that considers both population and road mileage. Additionally, the fund accounts for funds received from State grants, including the Transportation Land-Use Connections (TLC) grant, One Bay Area Grant (OBAG), and Highway Safety Improvement Program (HSIP) grant. Through the third quarter, revenues were \$619,274, 54% of the budget. Expenditures were \$196,636, 12% of the budget. Actual expenditures align with the timing of capital projects.

Measure J Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,152,257	\$ 1,152,257		\$ 1,152,257	\$ 619,274	54%	\$ 1,152,257
Expenditures	1,705,126	1,705,126		1,705,126	196,636	12%	446,086
Net surplus/deficit	(552,869)	(552,869)	-	(552,869)	\$ 422,638		706,171
Beginning Fund Balance	2,357,194	2,357,194		2,357,194			2,357,194
Ending Fund Balance	\$ 1,804,325	\$ 1,804,325		\$ 1,804,325			\$ 3,063,365

Development Growth Impact Fund (Fund 276)

The Growth Impact Fund accounts for development fees collected to mitigate the impact of new development. Specifically, it provides for the expansion, design, construction, or upgrade to facilities, roadways, and equipment. The City collects impact fees for police, fire protection, municipal, community, wastewater, roadways, and drainage. Through the third quarter, impact fee revenue from interest was \$112,978. The capital projects budgeted will be funded by the available fund balance.

Growth Impact Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,039,594	\$ -	\$ -	\$ -	\$ 112,978	0%	\$ -
Expenditures	1,623,000	1,623,000		1,623,000	10,357	0%	943,000
Net surplus/deficit	(583,406)	(1,623,000)	-	(1,623,000)	\$ 102,621		(943,000)
Beginning Fund Balance	3,503,560	3,503,560		3,503,560			3,503,560
Ending Fund Balance	\$ 2,920,155	\$ 1,880,560		\$ 1,880,560			\$ 2,560,560

Housing Assets for Resale Fund (Fund 285)

The Housing Assets for Resale Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. Through the third quarter, revenue from interest was \$111,268, 202% of the budget. Expenditures were \$144,250, 45% of the budget.

Housing Assets for Resale Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 55,000	\$ 55,000		\$ 55,000	\$ 111,268	202%	\$ 55,000
Expenditures	323,243	323,243		323,243	144,250	45%	323,243
Net surplus/deficit	(268,243)	(268,243)	-	(268,243)	\$ (32,982)		(268,243)
Beginning Fund Balance	8,267,770	8,267,770		8,267,770			8,267,770
Ending Fund Balance	\$ 7,999,527	\$ 7,999,527		\$ 7,999,527			\$ 7,999,527

Lighting and Landscape District Fund (Fund 310)

The Lighting and Landscape District Fund accounts for assessments to property owners to maintain median lighting and landscaping within the Pinole Valley Road North and South areas. Revenue is received in December, April, and June with property tax payments. Through the third quarter, revenue was \$32,758, 51% of the budget. Expenditures were \$17,231, 20% of the budget.

Landscape and Lighting District Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 63,911	\$ 63,911		\$ 63,911	\$ 32,758	51%	\$ 63,911
Expenditures	85,175	85,175		85,175	17,231	20%	85,175
Net surplus/deficit	(21,264)	(21,264)	-	(21,264)	\$ 15,527		(21,264)
Beginning Fund Balance	76,278	76,278		76,278			76,278
Ending Fund Balance	\$ 55,014	\$ 55,014		\$ 55,014			\$ 55,014

Capital Project Funds

City Street Improvement Fund (Fund 325)

The City Street Improvements Fund accounts for an annual \$250,000 transfer from Measure S 2014 for street improvement projects. Additionally, it accounts for funds received from various grants, including the Highway Bridge Program (HBP) grant, Strategic Management Planning Program (STMP) grant, and Transportation Development Act (TDA) grant. Grant revenue is received on a reimbursement basis, after expenditures are incurred. Through the third quarter, revenues were \$423,152 (including the General Fund transfer), 20% of the

budget. Expenditures were \$168,443, 5% of the budget. Actual expenditures are low due to the timing of capital projects.

City Street Improvement Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 2,064,683	\$ 2,064,683		\$ 2,064,683	\$ 423,186	20%	\$ 2,064,683
Expenditures	3,687,304	3,687,304		3,687,304	168,443	5%	2,146,721
Net surplus/deficit	(1,622,621)	(1,622,621)	-	(1,622,621)	\$ 254,743		(82,038)
Beginning Fund Balance	2,051,278	2,051,278		2,051,278			2,051,278
Ending Fund Balance	\$ 428,657	\$ 428,657		\$ 428,657			\$ 1,969,240

Arterial Streets Rehabilitation Fund (Fund 377)

The Arterial Streets Rehabilitation Fund accounts for an annual \$250,000 transfer from Measure S 2014 for street rehabilitation projects. Through the third quarter, revenue was \$250,000 which was the transfer in from the General Fund. There were no expenditures.

Arterial Streets Rehabilitation Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000	100%	\$ 250,000
Expenditures	895,000	895,000		895,000	-	0%	895,000
Net surplus/deficit	(645,000)	(645,000)		(645,000)	\$ 250,000		(645,000)
Beginning Fund Balance	1,003,071	1,003,071		1,003,071			1,003,071
Ending Fund Balance	\$ 358,071	\$ 358,071		\$ 358,071			\$ 358,071

Enterprise Funds

Sewer Enterprise Fund (Fund 500)

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant, which serves the Pinole and Hercules areas. Hercules remits payment for services to Pinole on a monthly basis. Revenue from charges for services are received with the property tax assessments in December, April, and June. Through the third quarter, revenues were \$5,910,282, 57% of the budget. Expenditures were \$7,973,840, 21% of the budget. Actual expenditures are low due to the timing of capital projects.

Sewer Enterprise Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 10,364,403	\$ 10,364,403		\$ 10,364,403	\$ 5,910,282	57%	\$ 10,380,944
Expenditures	37,771,365	37,771,365	-	37,771,365	7,973,840	21%	23,848,280
Net surplus/deficit	(27,406,962)	(27,406,962)	-	(27,406,962)	\$ (2,063,558)		(13,467,336)
Beginning Fund Balance	21,657,361	21,657,361		21,657,361			21,657,361
Ending Fund Balance	\$ (5,749,601)	\$ (5,749,601)		\$ (5,749,601)			\$ 8,190,025

Cable Access TV Fund (Fund 505)

The Cable Access TV Fund accounts for revenue received from cable franchise fees, video production and broadcast charges, and Public, Educational, and Governmental (PEG) access fees. PEG access fees are designated for equipment purchases. Transfers from the General Fund also help support the operating costs. Revenues are generally received on a

quarterly basis. Through the third quarter, revenues were \$265,381, 72% of the budget. Expenditures were \$426,746, 57% of the budget.

Cable Access TV Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 368,533	\$ 368,533	\$ -	\$ 368,533	\$ 265,381	72%	\$ 368,533
Expenditures	829,463	748,883	-	748,883	426,746	57%	748,883
Net surplus/deficit	(460,930)	(380,350)	-	(380,350)	\$ (161,365)		(380,350)
Beginning Fund Balance	2,120	2,120		2,120			2,120
Ending Fund Balance	\$ (458,809)	\$ (378,229)		\$ (378,229)			\$ (378,229)

Information Systems Fund (Fund 525)

The Information Systems Fund is an internal service fund used to account for activities that provide technology goods or services to other City funds and departments on a cost-reimbursement basis. Through the third quarter, expenditures and reimbursements were \$1,149,955, 72% of the budget.

Information Technology Fund	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	Proposed Adjustment s	FY 2024/25 Amended Budget	FY 2024/25 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Expenditures	1,572,339	1,596,569	-	1,596,569	1,149,955	72%	1,596,569
Indirect Cost Allocations	(1,572,533)	(1,596,763)	-	(1,596,763)	(1,142,280)	72%	(1,596,763)
Net surplus/deficit	(194)	(194)	-	(194)	7,676		(194)
Beginning Fund Balance	(3,129)	(3,129)		(3,129)			(3,129)
Ending Fund Balance	\$ (3,323)	\$ (3,323)		\$ (3,323)			\$ (3,323)

Financial Summary by Fund

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



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
General Fund (including Measure S 2006 and 2014)										
Revenue										
311- Property Taxes	6,168,067	6,168,067		6,168,067	3,283,712		3,283,712	(2,884,355)	53%	6,168,067
312- Sales and Use Taxes	4,536,436	4,459,156		4,459,156	2,898,866		2,898,866	(1,560,290)	65%	4,459,156
312- Sales and Use Taxes-Meas S 2006	2,581,000	2,550,000		2,550,000	1,590,728		1,590,728	(959,272)	62%	2,550,000
312- Sales and Use Taxes-Meas S 2014	2,581,000	2,550,000		2,550,000	1,584,359		1,584,359	(965,641)	62%	2,550,000
312- Sales and Use Taxes-Meas I 2024	-	600,000		600,000	-		-	(600,000)	0%	600,000
313- Utility Users Tax (UUT)	2,285,000	2,285,000		2,285,000	2,045,450		2,045,450	(239,550)	90%	2,285,000
314- Franchise Taxes	850,000	850,000		850,000	454,338		454,338	(395,662)	53%	850,000
315- Other Taxes	924,599	864,599		864,599	683,558		683,558	(181,041)	79%	864,599
Other Tax/Transient Occupancy Tax (TOT)	460,000	400,000		400,000	225,787		225,787	(174,213)	56%	400,000
Other Tax/Business License	464,599	464,599		464,599	457,771		457,771	(6,828)	99%	464,599
321- Intergovernmental Taxes	2,402,673	2,402,673		2,402,673	1,217,510		1,217,510	(1,185,163)	51%	2,402,673
322-Federal Grants	-	33,461		33,461	37,653		37,653	4,192	113%	37,653
323- State Grants	95,882	95,882		95,882	103,635		103,635	7,753	108%	103,635
324- Other Grants	47,025	47,025		47,025	1,000		1,000	(46,025)	2%	47,025
332- Permits	251,700	251,700		251,700	236,201		236,201	(15,499)	94%	251,700
341- Review Fees	25,500	25,500		25,500	847		847	(24,653)	3%	25,500
342- Other Fees	65,854	65,854		65,854	89,478		89,478	23,624	136%	89,478
343- Abatement Fees	47,000	47,000		47,000	18,916		18,916	(28,084)	40%	47,000
351- Fines and Forfeiture	15,550	26,050		26,050	27,919		27,919	1,869	107%	27,919
361- Public Safety Charges	1,774,307	1,774,307		1,774,307	1,502,583		1,502,583	(271,724)	85%	1,774,307
370- Interest and Investment Income	200,000	200,000		200,000	(1,645)		(1,645)	(201,645)	-1%	200,000
381- Rental Income	81,450	81,450		81,450	65,975		65,975	(15,476)	81%	81,450
383- Reimbursements	11,500	11,500		11,500	69,196		69,196	57,696	602%	69,196
384- Other Revenue	5,100	5,100		5,100	6,690		6,690	1,590	131%	6,690
392- Proceeds from Sale of Property	1,000	1,000		1,000	1,165		1,165	165	116%	1,165
Revenue Total:	24,950,643	25,395,324	-	25,395,324	15,918,136	-	15,918,136	(9,477,188)	63%	25,492,213
399- Pension Trust 115 Transfer	2,425,000	2,425,000	-	2,425,000	-		-	(2,425,000)	0%	2,425,000
399-General Reserve Transfer	843,790	843,790	-	843,790	-		-	(843,790)	0%	843,790
Sources Total:	28,219,433	28,664,114	-	28,664,114	15,918,136	-	15,918,136	(12,745,978)	56%	28,761,003
Fund: 100- General Fund										
Expenditures										
Division: 110- City Council Total:	202,339	241,089		241,089	115,342		115,342	125,747	48%	241,089
Division: 111- City Manager Total:	683,857	683,431		683,431	440,359		440,359	243,072	64%	683,431
Division: 112- City Clerk Total:	717,294	731,224		731,224	567,190		567,190	164,034	78%	731,224
Division: 113- City Treasurer Total:	10,148	10,148		10,148	7,473		7,473	2,675	74%	10,148
Division: 114- City Attorney Total:	297,031	297,031		297,031	309,335		309,335	(12,304)	104%	297,031
City Attorney Services	581,131	581,131		581,131	401,959		401,959	179,172	69%	581,131
City Attorney Indirect Cost Allocations	(284,100)	(284,100)		(284,100)	(92,623)		(92,623)	(191,477)	33%	(284,100)
Division: 115- Finance Department Total:	966,217	969,217		969,217	791,370		791,370	177,847	82%	969,217
Division: 116- Human Resources Total:	888,867	925,991		925,991	709,625		709,625	216,366	77%	925,991
Division: 117- General Government Total:	1,059,644	1,059,644		1,059,644	1,346,081		1,346,081	(286,437)	127%	1,059,644
Total Administrative:	4,825,397	4,917,775	-	4,917,775	4,286,775	-	4,286,775	631,000	87%	4,917,775
Division: 221- Police Operations Total:	6,952,098	6,929,440		6,929,440	5,216,851		5,216,851	1,712,589	75%	6,929,440
Division: 222- Police Support Services Total:	1,582,951	1,582,951		1,582,951	973,758	11,809	985,567	597,384	62%	1,582,951
Division: 223- Dispatch WBCC Total:	2,548,869	2,568,099		2,568,099	1,968,544		1,968,544	599,555	77%	2,568,099
Division: 231- Fire Total:	3,582,500	3,582,500		3,582,500	2,712,342		2,712,342	870,158	76%	3,582,500
Total Public Safety:	14,666,418	14,662,990	-	14,662,990	10,871,495	11,809	10,883,304	3,779,686	74%	14,662,990
Division: 341- Administration/Engineering Total:	622,287	362,747		362,747	281,610		281,610	81,137	78%	362,747
Division: 342- Road Maintenance Total:	486,573	486,573		486,573	279,508	26,724	306,233	180,340	63%	486,573
Division: 343- Facility Maintenance Total:	929,920	929,920		929,920	603,547	38,119	641,665	288,255	69%	929,920
Division: 345- Park Maintenance Total:	356,460	356,460		356,460	305,574		305,574	50,886	86%	356,460
Public Works Total:	2,395,240	2,135,700	-	2,135,700	1,470,239	64,843	1,535,082	600,618	72%	2,135,700
Division: 461- Planning Total:	17,148	17,148		17,148	8,350		8,350	8,798	49%	17,148
Division: 465- Code Enforcement Total:	399,687	372,187		372,187	297,466		297,466	74,720	80%	372,187
Division: 466- Economic Development Total:	148,953	123,953		123,953	57,117	22,189	79,306	44,647	64%	123,953
Community Development Total:	565,788	513,288	-	513,288	362,933	22,189	385,122	128,166	75%	513,288
Division: 551- Recreation Administration Total:	3,500	3,500		3,500	1,902		1,902	1,598	54%	3,500
Division: 560- Library Services Total:	202,430	202,430		202,430	95,962		95,962	106,468	47%	202,430
Division: 561 Animal Control Services Total:	220,935	220,935		220,935	99,612		99,612	121,323	45%	220,935
Community Services Total:	426,865	426,865	-	426,865	197,476	-	197,476	229,389	46%	426,865
Debt Service:	636,107	636,107		636,107	636,015		636,015	92	100%	636,107
Operating Transfer Out:	777,800	777,800		777,800	597,677		597,677	180,123	77%	777,800
Expenditure Total:	24,293,615	24,070,525	-	24,070,525	18,422,610	98,841	18,521,451	(5,549,074)	77%	24,070,525



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 105 - Measure S -2006										
Expenditures										
Division: 115- Finance Department Total:	2,450	2,450		2,450	60		60	2,390	2%	2,450
Division: 221- Police Operations Total:	1,147,981	1,147,981		1,147,981	735,267		735,267	412,714	64%	1,147,981
Division: 231- Fire Total:	1,478,192	1,478,192		1,478,192	1,072,572		1,072,572	405,620	73%	1,478,192
Division: 342- Road Maintenance Total:	1,750,000	1,750,000		1,750,000	-		-	1,750,000	0%	-
Division: 343- Facility Maintenance Total:	1,530,000	1,530,000		1,530,000	-		-	1,530,000	0%	-
Expenditures Total:	5,908,623	5,908,623	-	5,908,623	1,807,899	-	1,807,899	4,100,724	31%	2,628,623
Fund: 106 - Measure S-2014										
Expenditures										
Division: 110- City Council Total:	-	-		-	-		-	-	0%	-
Division: 115- Finance Department Total:	2,450	2,450		2,450	960		960	1,490	39%	2,450
Division: 118- Information Systems Total:	-	-		-	-		-	-	0%	-
Total Administrative:	2,450	2,450	-	2,450	960	-	960	1,490	39%	2,450
Division: 221- Police Operations Total:	-	-		-	-		-	-	0%	-
Division: 222- Police Support Services Total:	126,138	126,138		126,138	95,333		95,333	30,805	76%	126,138
Division: 231- Fire Total:	1,372,769	1,372,769		1,372,769	996,031		996,031	376,738	73%	1,372,769
Total Public Safety:	1,498,907	1,498,907	-	1,498,907	1,091,364	-	1,091,364	407,543	73%	1,498,907
Division: 341- Admin/Engineering Total:	229,895	379,895		379,895	65,201		65,201	314,694	17%	379,895
Division: 342- Road Maintenance Total:	854,730	854,730		854,730	114,112	204	114,317	740,413	13%	854,730
Division: 343- Facility Maintenance Total:	1,898,663	1,898,663		1,898,663	103,392		103,392	1,795,271	5%	218,663
Division: 344- NPDES Storm Drain Total:	1,450,000	1,450,000		1,450,000	33,950	127,148	161,098	1,288,902	11%	250,000
Division: 345- Park Maintenance Total:	260,000	260,000		260,000	24,899		24,899	235,101	10%	260,000
Public Works Total:	4,693,288	4,843,288	-	4,843,288	341,555	127,352	468,908	4,374,380	10%	1,963,288
Division: 466- Economic Development Total:	20,000	87,050		87,050	29,039		29,039	58,011	33%	87,050
Community Development Total:	20,000	87,050	-	87,050	29,039	-	29,039	58,011	33%	87,050
Division: 551- Recreation Admin Total:	-	8,834		8,834	8,834		8,834	-	100%	8,834
Division: 553- Tiny Tots Total:	15,300	24,134		24,134	-		-	24,134	0%	24,134
Division: 554- Youth Center Total:	-	-		-	-		-	-	0%	-
Community Services Total:	15,300	32,968	-	32,968	8,834	-	8,834	24,134	27%	32,968
Sub-Total:	6,229,945	6,464,663	-	6,464,663	1,471,752	127,352	1,599,104	4,865,559	25%	3,584,663
Operating Transfer Out:	783,500	783,500		783,500	783,500		783,500	-	100%	783,500
Expenditure Total:	7,013,445	7,248,163	-	7,248,163	2,255,252	127,352	2,382,604	4,865,559	33%	4,368,163
General Fund and Measure S Expenditure Total:	37,215,683	37,227,311	-	37,227,311	22,485,761	226,193	22,711,954	14,515,358	61%	31,067,311
General Fund and Measure S Net Results:	(8,996,250)	(8,563,197)	-	(8,563,197)	(6,567,625)	(226,193)	(6,793,818)	(1,769,379)	79%	(2,306,308)
Fund Balance July 1, 2024	7,978,729	7,978,729		7,978,729	7,978,729					7,978,729
Estimated Fund Balance June 30, 2025	(1,017,521)	(584,468)		(584,468)	1,411,104					5,672,420
Fund: 150 - General Reserve										
370- Interest and Investment Income	309,000	309,000		309,000	380,395		380,395	71,395	123%	460,000
Revenue Total:	309,000	309,000	-	309,000	380,395	-	380,395	71,395	123%	460,000
499- Transfer Out Total:	843,790	843,790		843,790	-		-	(843,790)	0%	843,790
General Reserve Net Results:	(534,790)	(534,790)	-	(534,790)	380,395		380,395	915,185	-71%	(383,790)
Fund Balance July 1, 2024	10,266,058	10,266,058		10,266,058	10,266,058					10,266,058
Estimated Fund Balance June 30, 2025	9,731,268	9,731,268		9,731,268	10,646,453					9,882,268
Fund: 160 - Equipment Reserve										
392- Sale of Property	-	-		-	-		-	-	0%	-
Revenue Total:	-	-	-	-	-	-	-	-	0%	-
399- Transfers In Total:	150,000	150,000		150,000	150,000		150,000	-	100%	150,000
Sources Total:	150,000	150,000	-	150,000	150,000	-	150,000	-	100%	150,000
Expenditures										
Division: 341- Admin and Engineering Total:	-	-		-	6,886		6,886	(6,886)	0%	-
Division: 342- Road Maintenance Total:	120,000	141,275		141,275	21,275		21,275	120,000	15%	141,275
Division: 345- Park Maintenance Total:	80,000	80,000		80,000	69,950		69,950	10,050	87%	80,000
Division: 461- Planning Total:	5,000	5,000		5,000	-		-	5,000	0%	5,000
Division: 462- Building Total:	-	47,744		47,744	47,744		47,744	1	100%	47,744
Division: 551- Recreation Admin Total:	-	23,872		23,872	23,872		23,872	0	100%	23,872
Expenditures Total:	205,000	297,891	-	297,891	169,727	-	169,727	128,164	57%	297,891
Equipment Reserve Net Results:	(55,000)	(147,891)	-	(147,891)	(19,727)	-	(19,727)	128,164	13%	(147,891)
Fund Balance July 1, 2024	378,780	378,780		378,780	378,780					378,780
Estimated Fund Balance June 30, 2025	323,780	230,889		230,889	359,053					230,889



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 200 - Gas Tax Fund										
321- Intergovernmental Taxes	1,033,764	1,033,764		1,033,764	754,678		754,678	(279,086)	73%	1,033,764
370- Interest and Investment Income	5,000	5,000		5,000	56,141		56,141	51,141	1123%	56,141
383- Reimbursements	7,636	7,636		7,636	49,432		49,432	41,796	647%	49,432
Revenue Total:	1,046,400	1,046,400	-	1,046,400	860,251	-	860,251	186,149	82%	1,139,337
Expenditures										
Division: 341- Admin and Engineering Total:	-	-		-	-		-	-	0%	-
Division: 342- Road Maintenance Total:	2,203,189	2,203,189		2,203,189	363,720	5,038	368,758	1,834,431	17%	628,189
Expenditures Total:	2,203,189	2,203,189	-	2,203,189	363,720	5,038	368,758	1,834,431	17%	628,189
Gas Tax Fund Net Results:	(1,156,789)	(1,156,789)		(1,156,789)	496,532	(5,038)	491,494	1,648,283	-42%	511,148
Fund Balance July 1, 2024	1,589,060	1,589,060		1,589,060	1,589,060					1,589,060
Estimated Fund Balance June 30, 2025	432,271	432,271		432,271	2,085,591					2,100,208
Fund: 201 - Restricted Real Estate Maintenance Fund										
342- Other Fees	3,175	3,175		3,175	-		-	(3,175)	0%	3,175
381- Rental Income	36,816	36,816		36,816	-		-	(36,816)	0%	36,816
384- Other Revenue	-	-		-	-		-	-	0%	-
Revenue Total:	39,991	39,991	-	39,991	-	-	-	39,991	0%	39,991
Expenditures										
Division: 343- Facility Maintenance Total:	26,000	26,000		26,000	12,522		12,522	13,478	48%	26,000
Expenditures Total:	26,000	26,000	-	26,000	12,522	-	12,522	13,478	48%	26,000
Restricted Real Estate Maint Fund Net Results:	13,991	13,991		13,991	(12,522)		(12,522)	(26,513)	-89%	13,991
Fund Balance July 1, 2024	133,438	133,438		133,438	133,438					133,438
Estimated Fund Balance June 30, 2025	147,429	147,429		147,429	120,916					147,429
Fund: 203 - Public Safety Augmentation Fund										
321- Intergovernmental Taxes	239,855	239,855		239,855	154,155		154,155	(85,700)	64%	239,855
370- Interest and Investment Income	10,000	10,000		10,000	6,643		6,643	(3,357)	66%	10,000
Revenue Total:	249,855	249,855	-	249,855	160,799	-	160,799	(89,056)	64%	249,855
Expenditures										
Division: 221- Police Operations Total:	546,413	546,413		546,413	353,979		353,979	192,434	65%	546,413
Expenditures Total:	546,413	546,413	-	546,413	353,979	-	353,979	192,434	65%	546,413
Public Safety Augmentation Fund Net Results:	(296,558)	(296,558)		(296,558)	(193,181)		(193,181)	103,377	65%	(296,558)
Fund Balance July 1, 2024	359,962	359,962		359,962	359,962					359,962
Estimated Fund Balance June 30, 2025	63,404	63,404		63,404	166,781					63,404
Fund: 205 - Traffic Safety Fund										
351- Fines and Forfeitures	45,000	45,000		45,000	12,463		12,463	(32,537)	28%	45,000
370- Interest and Investment Income	1,500	1,500		1,500	9,429		9,429	7,929	629%	1,500
384- Other Revenue	-	-		-	-		-	-	0%	-
Revenue Total:	46,500	46,500	-	46,500	21,892	-	21,892	(24,608)	47%	46,500
Expenditures										
Division: 227- Police Grants Total:	21,845	21,845		21,845	7,936		7,936	13,909	36%	21,845
Division: 342- Road Maintenance Total:	35,000	35,000		35,000	-		-	35,000	0%	35,000
Expenditures Total:	56,845	56,845	-	56,845	7,936	-	7,936	48,909	14%	56,845
Traffic Safety Fund Net Results:	(10,345)	(10,345)		(10,345)	13,957		13,957	24,302	-135%	(10,345)
Fund Balance July 1, 2024	290,591	290,591		290,591	290,591					290,591
Estimated Fund Balance June 30, 2025	280,246	280,246		280,246	304,548					280,246
Fund: 206 - Supplemental Law Enforcement Svc Fund										
323- State Grants	165,000	165,000		165,000	194,663		194,663	29,663	118%	165,000
370- Interest and Investment Income	10,000	10,000		10,000	9,626		9,626	(374)	96%	10,000
Revenue Total:	175,000	175,000	-	175,000	204,289	-	204,289	29,289	117%	175,000
Expenditures										
Division: 227- Police Grants Total:	294,962	294,962		294,962	213,680		213,680	81,282	72%	294,962
Expenditures Total:	294,962	294,962	-	294,962	213,680	-	213,680	81,282	72%	294,962
Sup Law Enforce Svc Fund Net Results:	(119,962)	(119,962)		(119,962)	(9,391)	-	(9,391)	110,571	8%	(119,962)
Fund Balance July 1, 2024	303,559	303,559		303,559	303,559					303,559
Estimated Fund Balance June 30, 2025	183,597	183,597		183,597	294,167					183,597



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 207 - NPDES Storm Water Fund										
321- Intergovernmental Taxes	253,272	253,272		253,272	-		-	(253,272)	0%	253,272
332- Licenses and Permits	-	-		-	-		-	-	0%	-
370- Interest and Investment Income	-	-		-	147		147	147	0%	-
399- Operating Transfer In	-	-		-	-		-	-	0%	-
Revenue Total:	253,272	253,272	-	253,272	147	-	147	(253,125)	0%	253,272
Expenditures										
Division: 342- Road Maintenance Total:	7,974	7,974		7,974	5,511		5,511	2,463	69%	7,974
Division: 344- NPDES Storm Drain Total:	371,855	371,855		371,855	367,570		367,570	4,285	99%	371,855
Expenditures Total:	379,829	379,829	-	379,829	373,081	-	373,081	6,748	98%	379,829
NPDES Storm Water Fund Net Results:	(126,557)	(126,557)		(126,557)	(372,934)		(372,934)	(246,377)	295%	(126,557)
Fund Balance July 1, 2024	(123,627)	(123,627)		(123,627)	(123,627)					(123,627)
Estimated Fund Balance June 30, 2025	(250,184)	(250,184)		(250,184)	(496,560)					(250,184)
Fund: 209 - Recreation Fund										
Division: 551- Recreation Administration	109,246	276,296		276,296	231,517		231,517	(44,778)	84%	276,296
Division: 552- Senior Center	196,300	196,300		196,300	156,543		156,543	(39,757)	80%	196,300
Division: 553- Tiny Tots	112,010	112,010		112,010	93,328		93,328	(18,682)	83%	112,010
Division: 554- Youth Center	7,800	17,800		17,800	41,540		41,540	23,740	233%	17,800
Division: 555- Day Camp	-	-		-	-		-	-	-	-
Division: 557- Swim Center	79,000	79,000		79,000	43,760		43,760	(35,240)	55%	79,000
Division: 558- Memorial Hall	-	-		-	-		-	-	0%	-
Division: 559- Tennis	-	-		-	-		-	-	0%	-
Revenue Total:	504,356	681,406	-	681,406	566,689	-	566,689	(114,717)	83%	681,406
Operating Transfers in:	751,300	751,300		751,300	571,177		571,177	(180,123)	76%	751,300
Sources Total	1,255,656	1,432,706	-	1,432,706	1,137,866	-	1,137,866	(294,840)	79%	1,432,706
Expenditures										
Division: 117- General Government Total:	7,500	7,500		7,500	5,982		5,982	1,518	80%	7,500
Division: 551- Recreation Administration Total:	887,733	1,068,283		1,068,283	818,901		818,901	249,382	77%	1,068,283
Division: 552- Senior Center Total:	663,944	677,444		677,444	375,086		375,086	302,359	55%	677,444
Division: 553- Tiny Tots Total:	257,431	270,931		270,931	177,003		177,003	93,928	65%	270,931
Division: 554- Youth Center Total:	358,107	381,607		381,607	203,249	296	203,545	178,062	53%	381,607
Division: 557- Swim Center Total:	205,540	205,540		205,540	142,689	4,130	146,819	58,721	71%	205,540
Expenditures Total:	2,380,256	2,611,306	-	2,611,306	1,722,909	4,426	1,727,335	883,970	66%	2,611,306
Recreation Fund Net Results:	(1,124,600)	(1,178,600)	-	(1,178,600)	(585,043)	(4,426)	(589,469)	589,131	50%	(1,178,600)
Fund Balance July 1, 2024	(13,804)	(13,804)		(13,804)	(13,804)					(13,804)
Estimated Fund Balance June 30, 2025	(1,138,404)	(1,192,404)		(1,192,404)	(598,847)					(1,192,404)
Fund: 212 - Building & Planning										
322- Federal Grants	-	-		-	350,000		350,000	350,000	0%	350,000
323- State Grants	40,000	40,000		40,000	40,000		40,000	-	100%	40,000
332- Permits	476,916	476,916		476,916	372,401		372,401	(104,515)	78%	476,916
341- Review Fees	403,275	368,775		368,775	257,341		257,341	(111,434)	70%	368,775
342- Other Fees	433,117	433,117		433,117	346,687		346,687	(86,430)	80%	433,117
344- Impact Fees	29,218	29,218		29,218	-		-	(29,218)	0%	29,218
351- Fines and Forfeiture	20,000	20,000		20,000	32,052		32,052	12,052	160%	20,000
370- Interest and Investment Income	7,000	7,000		7,000	-		-	(7,000)	0%	7,000
383- Reimbursements	-	-		-	-		-	-	0%	-
384- Other Revenue	6,000	6,000		6,000	-		-	(6,000)	0%	6,000
Revenue Total:	1,415,526	1,381,026	-	1,381,026	1,398,481	-	1,398,481	17,455	101%	1,731,026
Operating Transfers In:	67,000	67,000		67,000	-		-	(67,000)	0%	67,000
Sources Total	1,482,526	1,448,026	-	1,448,026	1,398,481	-	1,398,481	(49,545)	97%	1,798,026
Expenditures										
Division: 461- Planning Total:	683,669	826,169		826,169	537,435	24,375	561,810	264,358	68%	826,169
Division: 462- Building Inspection Total:	1,355,889	1,316,989		1,316,989	887,820	24,375	912,194	404,795	69%	1,316,989
Expenditures Total:	2,039,558	2,143,158	-	2,143,158	1,425,255	48,750	1,474,005	669,153	69%	2,143,158
Building & Planning Net Results:	(557,032)	(695,132)	-	(695,132)	(26,774)	(48,750)	(75,524)	619,608	11%	(345,132)
Fund Balance July 1, 2024	(2,226,679)	(2,226,679)		(2,226,679)	115,802					(2,226,679)
Estimated Fund Balance June 30, 2025	(2,783,711)	(2,921,811)		(2,921,811)	89,028					(2,571,811)



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 213 - Refuse Management Fund										
323- State Grants	60,060	60,060		60,060	51,464		51,464	(8,596)	86%	60,060
370- Interest and Investment Income	6,000	6,000		6,000	90		90	(5,910)	2%	6,000
Revenue Total:	66,060	66,060	-	66,060	51,554	-	51,554	(14,506)	78%	66,060
Expenditures										
Division: 346- Waste Reduction Total:	187,102	187,102		187,102	104,235		104,235	82,867	56%	187,102
Expenditures Total:	187,102	187,102	-	187,102	104,235	-	104,235	82,867	56%	187,102
Refuse Management Fund Net Results:	(121,042)	(121,042)	-	(121,042)	(52,680)		(52,680)	68,362	44%	(121,042)
Fund Balance July 1, 2024	31,420	31,420		31,420	31,420					31,420
Estimated Fund Balance June 30, 2025	(89,622)	(89,622)		(89,622)	(21,260)					(89,622)
Fund: 214 - Solid Waste Fund										
323- State Grants	-	-		-	-		-	-	0%	-
370- Interest and Investment Income	8,000	8,000		8,000	96,157		96,157	88,157	1202%	96,157
383- Reimbursements	360,000	360,000		360,000	236,467		236,467	(123,533)	66%	360,000
Revenue Total:	368,000	368,000	-	368,000	332,624	-	332,624	(35,376)	90%	456,157
Expenditures										
Division: 342- Road Maintenance Total:	173,666	173,666		173,666	80,484		80,484	93,182	46%	173,666
Division: 345- Park Maintenance Total:	-	-		-	-		-	-	0%	-
Expenditures Total:	173,666	173,666	-	173,666	80,484	-	80,484	93,182	46%	173,666
Solid Waste Fund Net Results:	194,334	194,334	-	194,334	252,141	-	252,141	57,807	130%	282,491
Fund Balance July 1, 2024	2,915,815	2,915,815		2,915,815	2,915,815					2,915,815
Estimated Fund Balance June 30, 2025	3,110,149	3,110,149		3,110,149	3,167,955					3,198,306
Fund: 215 - Measure C and J Fund										
322- Fed Grant/Misc	-	-		-	115,802		115,802	115,802	0%	115,802
323- State Grant/Misc	722,619	722,619		722,619	-		-	(722,619)	0%	722,619
324- Other Grants	421,638	421,638		421,638	436,601		436,601	14,963	104%	436,601
370- Interest and Investment Income	8,000	8,000		8,000	66,872		66,872	58,872	836%	66,872
Revenue Total:	1,152,257	1,152,257	-	1,152,257	619,274	-	619,274	(532,983)	54%	1,341,893
Expenditures										
Division: 117- General Government Total:	-	-		-	-		-	-	0%	-
Division: 341- Administration/Engineering Total:	201,919	201,919		201,919	114,348		114,348	87,571	57%	201,919
Division: 342- Road Maintenance Total:	1,501,207	1,501,207		1,501,207	82,289		82,289	1,418,919	5%	242,167
Division: 343- Facility Maintenance Total:	2,000	2,000		2,000	-		-	2,000	0%	2,000
Expenditures Total:	1,705,126	1,705,126	-	1,705,126	196,636	-	196,636	1,508,490	12%	446,086
Measure C and J Fund Net Results:	(552,869)	(552,869)	-	(552,869)	422,638	-	422,638	975,507	-76%	895,807
Fund Balance July 1, 2024	2,357,194	2,357,194		2,357,194	2,357,194					2,357,194
Estimated Fund Balance June 30, 2025	1,804,325	1,804,325		1,804,325	2,779,832					3,253,001
Fund: 216 - Rate Stabilization Fund										
370- Interest and Investment Income	-	-		-	6,967		6,967	6,967	0%	6,967
383- Reimbursements	-	-		-	-		-	-	0%	-
Revenue Total:	-	-	-	-	6,967	-	6,967	6,967	0%	6,967
Expenditures Total:	-	-		-	-		-	-	0%	-
Rate Stabilization Fund Net Results:	-	-		-	6,967		6,967	6,967	0%	6,967
Fund Balance July 1, 2024	216,046	216,046		216,046	216,046					216,046
Estimated Fund Balance June 30, 2025	216,046	216,046		216,046	223,013					223,013
Fund: 225 - Asset Seizure-Adjudicated Fund										
351- Fines and Forfeiture	-	-		-	151		151	151	0%	151
370- Interest and Investment Income	-	-		-	641		641	641	0%	641
Revenue Total:	-	-	-	-	792	-	792	792	0%	792
Expenditures										
Division: 221- Police Operations Total:	20,544	20,544		20,544	-		-	20,544	0%	19,627
Expenditures Total:	20,544	20,544	-	20,544	-	-	-	20,544	0%	19,627
Asset Seizure-Adjudicated Fund Net Results:	(20,544)	(20,544)	-	(20,544)	792		792	21,336	-4%	(18,835)
Fund Balance July 1, 2024	18,835	18,835		18,835	18,835					18,835
Estimated Fund Balance June 30, 2025	(1,709)	(1,709)		(1,709)	19,627					(0)



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 226 - CASp Certification and Training Fund										
342- Other Fees	-	-	-	-	7,579	-	7,579	7,579	0%	-
Revenue Total:	-	-	-	-	7,579	-	7,579	7,579	0%	-
Expenditures Total:	-	-	-	-	398	-	398	(398)	0%	-
CASp Certification and Training Fund Net Results:	-	-	-	-	7,181	-	7,181	7,181	0%	-
Fund Balance July 1, 2024	49,439	49,439	-	49,439	49,439	-	-	-	-	49,439
Estimated Fund Balance June 30, 2025	49,439	49,439	-	49,439	56,620	-	-	-	-	49,439
Fund: 276 - Growth Impact Fund										
344- Impact Fees	1,039,594	-	-	-	-	-	-	-	0%	-
370- Interest and Investment Income	-	-	-	-	112,978	-	112,978	112,978	0%	112,978
Revenue Total:	1,039,594	-	-	-	112,978	-	112,978	112,978	0%	112,978
Expenditures										
Division: 343- Facility Maintenance Total:	700,000	700,000	-	700,000	10,357	-	10,357	689,643	1%	220,000
Division: 344- NPDES Storm Drain Total:	58,000	58,000	-	58,000	-	-	-	58,000	0%	58,000
Division: 345- Park Maintenance Total:	265,000	265,000	-	265,000	-	-	-	265,000	0%	65,000
Division: 642- Sewer Collections Total:	600,000	600,000	-	600,000	-	-	-	600,000	0%	600,000
Expenditures Total:	1,623,000	1,623,000	-	1,623,000	10,357	-	10,357	1,612,643	1%	943,000
Growth Impact Fund Net Results:	(583,406)	(1,623,000)	-	(1,623,000)	102,621	-	102,621	1,725,621	-6%	(830,022)
Fund Balance July 1, 2024	3,503,560	3,503,560	-	3,503,560	3,503,560	-	-	-	-	3,503,560
Estimated Fund Balance June 30, 2025	2,920,155	1,880,560	-	1,880,560	3,606,181	-	-	-	-	2,673,539
Fund: 285 - Housing Land Held for Resale										
370- Interest and Investment Income	50,000	50,000	-	50,000	111,268	-	111,268	61,268	223%	111,268
383- Reimbursements	-	-	-	-	-	-	-	-	0	-
384- Other Revenue	-	-	-	-	-	-	-	-	0%	-
392- Sale of Property	-	-	-	-	-	-	-	-	0%	-
393- Loan/Bond Proceeds	5,000	5,000	-	5,000	-	-	-	(5,000)	0%	5,000
Revenue Total:	55,000	55,000	-	55,000	111,268	-	111,268	56,268	202%	116,268
Expenditures										
Division: 461- Planning Total:	47,376	47,376	-	47,376	40,114	-	40,114	7,262	85%	47,376
Division: 464- Housing Administration Total:	275,867	275,867	-	275,867	104,136	-	104,136	171,731	38%	275,867
Expenditures Total:	323,243	323,243	-	323,243	144,250	-	144,250	178,993	45%	323,243
Housing Land Held for Resale Net Results:	(268,243)	(268,243)	-	(268,243)	(32,982)	-	(32,982)	235,261	12%	(206,975)
Fund Balance July 1, 2024	8,267,770	8,267,770	-	8,267,770	8,267,770	-	-	-	-	8,267,770
Estimated Fund Balance June 30, 2025	7,999,527	7,999,527	-	7,999,527	8,234,788	-	-	-	-	8,060,795
Fund: 310 - Lighting & Landscape Districts										
321- Intergovernmental Taxes	56,411	56,411	-	56,411	32,758	-	32,758	(23,653)	58%	56,411
383- Reimbursements	7,500	7,500	-	7,500	-	-	-	(7,500)	0%	7,500
Revenue Total:	63,911	63,911	-	63,911	32,758	-	32,758	(31,153)	51%	63,911
Expenditures										
Division: 347- Landscape & Lighting PVR North Total:	39,795	39,795	-	39,795	10,241	-	10,241	29,554	26%	39,795
Division: 348- Landscape & Lighting PVR South Total:	45,380	45,380	-	45,380	6,990	-	6,990	38,390	15%	45,380
Expenditures Total:	85,175	85,175	-	85,175	17,231	-	17,231	67,944	20%	85,175
Lighting & Landscape Districts Net Results:	(21,264)	(21,264)	-	(21,264)	15,527	-	15,527	36,791	-73%	(21,264)
Fund Balance July 1, 2024	76,278	76,278	-	76,278	76,278	-	-	-	-	76,278
Estimated Fund Balance June 30, 2025	55,014	55,014	-	55,014	91,805	-	-	-	-	55,014
Fund: 317 - Pinole Valley Caretaker Fund										
381- Rental Income	15,000	15,000	-	15,000	-	-	-	(15,000)	0%	-
Revenue Total:	15,000	15,000	-	15,000	-	-	-	(15,000)	0%	-
Expenditures										
Division: 345- Park Maintenance Total:	14,942	14,942	-	14,942	-	-	-	14,942	0%	-
Expenditures Total:	14,942	14,942	-	14,942	-	-	-	14,942	0%	-
Pinole Valley Caretaker Fund Net Results:	58	58	-	58	-	-	-	(58)	0%	-
Fund Balance July 1, 2024	(983)	(983)	-	(983)	(983)	-	-	-	-	(983)
Estimated Fund Balance June 30, 2025	(925)	(925)	-	(925)	(983)	-	-	-	-	(983)



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 324 - Public Facilities Fund										
Expenditures										
Division: 343- Facility Maintenance Total:	60,000	60,000		60,000	-		-	60,000	0%	-
Division: 345- Park Maintenance Total:	10,000	10,000		10,000	-		-	10,000	0%	-
Expenditures Total:	70,000	70,000	-	70,000	-	-	-	70,000	0%	-
Public Facilities Fund Net Results:	(70,000)	(70,000)	-	(70,000)	-		-	70,000	0%	-
Fund Balance July 1, 2024	541,649	541,649		541,649	541,649					541,649
Estimated Fund Balance June 30, 2025	471,649	471,649		471,649	541,649					541,649
Fund: 325 - City Street Improvements										
322- Federal Grants	41,394	41,394		41,394	18,055		18,055	(23,339)	44%	41,394
323- State Grants	-	-		-	-		-	-	0%	-
324- Other Grants	1,773,289	1,773,289		1,773,289	154,817		154,817	(1,618,472)	9%	1,773,289
332- Permits	-	-		-	313		313	313	0%	-
383- Reimbursements	-	-		-	-		-	-	0%	-
Revenue Total:	1,814,683	1,814,683	-	1,814,683	173,186	-	173,186	(1,641,497)	10%	1,814,683
Operating transfers in Total:	250,000	250,000		250,000	250,000		250,000	-	100%	250,000
Sources Total:	2,064,683	2,064,683	-	2,064,683	423,186		423,186	(1,641,497)	20%	2,064,683
Expenditures										
Division: 342- Road Maintenance Total:	3,687,304	3,687,304		3,687,304	55,064	113,379	168,443	3,518,861	5%	2,146,721
Expenditures Total:	3,687,304	3,687,304	-	3,687,304	55,064	113,379	168,443	3,518,861	5%	2,146,721
City Street Improvements Net Results:	(1,622,621)	(1,622,621)	-	(1,622,621)	368,122	(113,379)	254,743	1,877,364	-16%	(82,038)
Fund Balance July 1, 2024	2,051,278	2,051,278		2,051,278	2,051,278					2,051,278
Estimated Fund Balance June 30, 2025	428,657	428,657		428,657	2,419,400					1,969,240
Fund: 377 - Arterial Streets Rehabilitation Fund										
322- Federal Grants	-	-		-	-		-	-	0%	-
Revenue Total:	-	-	-	-	-	-	-	-	0%	-
Operating transfers in Total:	250,000	250,000		250,000	250,000		250,000	-	100%	250,000
Sources Total:	250,000	250,000	-	250,000	250,000	-	250,000	-	100%	250,000
Expenditures										
Division: 342- Road Maintenance Total:	895,000	895,000		895,000	-		-	895,000	0%	-
Expenditures Total:	895,000	895,000	-	895,000	-	-	-	895,000	0%	-
Arterial Streets Rehabilitation Fund Net Results:	(645,000)	(645,000)	-	(645,000)	250,000	-	250,000	895,000	-39%	250,000
Fund Balance July 1, 2024	1,003,071	1,003,071		1,003,071	1,003,071					1,003,071
Estimated Fund Balance June 30, 2025	358,071	358,071		358,071	1,253,071					1,253,071
Fund: 500 - Sewer Enterprise Fund										
363- Sewer Enterprise Charges	10,164,403	10,164,403		10,164,403	5,275,033		5,275,033	(4,889,370)	52%	10,164,403
370- Interest and Investment Income	200,000	200,000		200,000	618,708		618,708	418,708	309%	200,000
383- Reimbursements	-	-		-	16,541		16,541	16,541	0%	16,541
384- Other Revenue	-	-		-	-		-	-	0%	-
392- Proceeds from Sale of Property	-	-		-	-		-	-	0%	-
Revenue Total:	10,364,403	10,364,403	-	10,364,403	5,910,282	-	5,910,282	(4,454,121)	57%	10,380,944
Expenditures										
Division: 117- General Government Total:	-	-		-	11,916		11,916	(11,916)	0%	11,916
Division: 641- Sewer Treatment Plant/Shared Total:	11,911,529	11,911,529		11,911,529	3,615,914	7,300	3,623,214	8,288,315	30%	8,236,529
Division: 642- Sewer Collections Total:	24,163,267	24,163,267		24,163,267	2,439,798	1,376,078	3,815,876	20,347,392	16%	13,903,267
Division: 643- Sewer Projects/Shared Total:	85,000	85,000		85,000	-		-	85,000	0%	85,000
Division: 644- WPCP Equipment/Debt Service Total:	1,611,568	1,611,568		1,611,568	522,834		522,834	1,088,734	32%	1,611,568
Expenditures Total:	37,771,365	37,771,365	-	37,771,365	6,590,462	1,383,378	7,973,840	29,797,525	21%	23,848,280
Sewer Enterprise Fund Net Results:	(27,406,962)	(27,406,962)	-	(27,406,962)	(680,180)	(1,383,378)	(2,063,558)	25,343,404	8%	(13,467,336)
Fund Balance July 1, 2024	21,657,361	21,657,361		21,657,361	21,657,361					21,657,361
Estimated Fund Balance June 30, 2025	(5,749,601)	(5,749,601)		(5,749,601)	20,977,181					8,190,025



Third Quarter Financial Summary by Fund

City of Pinole, CA

For FY2024/25 Period Ending: 3/31/25

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 505 - Cable Access TV										
314- Franchise Taxes	26,486	26,486		26,486	10,569		10,569	(15,917)	40%	26,486
365- Cable TV Charges	179,047	179,047		179,047	94,662		94,662	(84,385)	53%	179,047
370- Interest and Investment Income	-	-		-	-		-	-	0%	-
384- Other Revenue	3,000	3,000		3,000	150		150	(2,850)	5%	3,000
Revenue Total:	208,533	208,533	-	208,533	105,381	-	105,381	(103,152)	51%	208,533
Operating transfers in Total:	160,000	160,000		160,000	160,000		160,000	-	100%	160,000
Sources Total	368,533	368,533	-	368,533	265,381	-	265,381	(103,152)	72%	368,533
Expenditures										
Division: 119- Cable Access TV Total:	829,463	748,883		748,883	426,746		426,746	322,137	57%	748,883
Expenditures Total:	829,463	748,883	-	748,883	426,746	-	426,746	322,137	57%	748,883
Cable Access TV Net Results:	(460,930)	(380,350)	-	(380,350)	(161,365)	-	(161,365)	218,985	42%	(380,350)
Fund Balance July 1, 2024										
Estimated Fund Balance June 30, 2025	(458,809)	(378,229)		(378,229)	(159,244)					(378,229)
Fund: 525 - Information Systems										
399- Operating Transfers In	-	-	-	-	-	-	-	-	0%	-
Sources Total:	-	-	-	-	-	-	-	-	0%	-
Expenditures										
Division: 118- Information Systems Total:	1,572,339	1,596,569		1,596,569	1,009,958	139,997	1,149,955	446,614	72%	1,596,569
Expenditures Total:	1,572,339	1,596,569	-	1,596,569	1,009,958	139,997	1,149,955	(446,614)	72%	1,596,569
Indirect cost allocations Total:	(1,572,533)	(1,596,763)		(1,596,763)	(1,002,283)	(139,997)	(1,142,280)	454,483	72%	(1,596,763)
Information Systems Net Results:	(194)	(194)	-	(194)	7,676	(0)	7,676	7,870	-3957%	(194)
Fund Balance July 1, 2024										
Estimated Fund Balance June 30, 2025	(3,129)	(3,129)		(3,129)	(3,129)					(3,129)
	(3,323)	(3,323)		(3,323)	4,547					(3,323)
Fund: 700 - Pension Fund										
370- Interest and Investment Income	700,000	700,000		700,000	651,463		651,463	(48,537)	93%	700,000
Revenue Total:	700,000	700,000	-	700,000	651,463	-	651,463	(48,537)	93%	700,000
Expenditures										
Division: 115- Finance Total:	50,000	50,000		50,000	53,919		53,919	(3,919)	108%	60,000
Transfers Out Total:	2,425,000	2,425,000		2,425,000	-		-	2,425,000	0%	2,425,000
Expenditures Total:	2,475,000	2,475,000	-	2,475,000	53,919		53,919	(2,421,081)	2%	2,485,000
Pension Fund Net Results:	(1,775,000)	(1,775,000)	-	(1,775,000)	597,545		597,545	2,372,545	-34%	(1,785,000)
Fund Balance July 1, 2024										
Estimated Fund Balance June 30, 2025	13,585,182	13,585,182		13,585,182	13,585,182					13,585,182
	11,810,182	11,810,182		11,810,182	14,182,727					11,800,182



CITY COUNCIL REPORT

9.E.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2024/25 THIRD QUARTER INVESTMENT REPORT

RECOMMENDATION

Staff recommend that the City Council receive the Quarterly Investment Report for the third quarter (ending March 31, 2025).

BACKGROUND

The City of Pinole Investment Policy requires that a Quarterly Investment Report be submitted to the City Council. The City's investments, as shown in the attached Investment Report for the quarter ending March 31, 2025, conform to the City's Investment Policy as well as all applicable State and federal requirements, including California Government Code Section 53646.

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

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

REVIEW AND ANALYSIS

Investment Policy

All investments held at March 31, 2025 conform to the City's Investment Policy and all applicable State and federal requirements. The City's investment objectives, in order of priority, are safety, which is investing in the highest quality securities; liquidity, which is the ability to convert the investment to cash as necessary to meet cash flow requirements; and yield, which is earning a higher return.

Investment Strategy

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

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

Third Quarter Investment Summary

As of March 31, 2025, total cash and investments increased by \$1,007,058 from the previous quarter, from \$51,020,226 to \$52,027,284. Typically, the City experiences swings in cash inflow and outflow due to the seasonality of large receipts, such as property taxes, and large disbursements, like debt service that is paid semiannually. The City will have sufficient cash flow to meet the next six months of estimated expenditures.

Investment Instruments

The Finance Director, in consultation with the City Treasurer, selects the instruments in which to invest the City’s funds, in order to best meet the objectives laid out in the City’s Investment Policy. The balances held in different investment instruments at March 31, 2025 are noted in Attachment A. The bulk of the City’s investment funds are invested in the State of California’s Local Agency Investment Fund (LAIF), because of the safety and liquidity of that investment.

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

Investment Yield and Duration

The weighted average yield of the City’s investment portfolio for the quarter ended March 31, 2025 is summarized in Attachment A. The total investment portfolio yielded 4.185% for the third quarter (January – March 2025), slightly down from the 4.304% yielded in the previous quarter (October – December 2024).

For the third quarter, LAIF earned an average annual yield of 4.313%, down from an average annual yield of 4.434% for the second quarter.

The General Reserve, which holds the longer-term investments, earned an average annual yield of 3.643%, slightly down from the 3.719% average annual yield in the second quarter. No new investment instruments were purchased during the third quarter. Additionally, there were no maturities of investments.

Section 115 Trust

The Section 115 Trust is comprised of a diversified portfolio of investments consistent with the Trust's objectives and liquidity requirements. The funds are invested on behalf of the City by Public Agency Retirement Services (PARS). The portfolio summary for the quarter ending March 31, 2025 is included in Attachment B to this report.

FISCAL IMPACT

There is no fiscal impact as a result of receiving the Third Quarter Investment Report.

ATTACHMENTS

- A. Investment Report - Quarter Ending March 31, 2025
- B. Section 115 Investment Report - Quarter Ending March 31 2025

**CITY OF PINOLE
INVESTMENT REPORT MARCH 2025
PORTFOLIO SUMMARY**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Yield	Weighted Average Maturity
Investment Pool - LAIF	23,725,673	23,745,821	23,745,821	50.34%	1	4.313	1
Investment Pool - CalTrust	3,584,163	3,584,163	3,584,163	7.60%	1	4.160	0
Money Market Savings	9,201,771	9,201,771	9,201,771	19.51%	1	4.535	0
Mutual Funds	7,186,066	7,186,066	7,186,066	15.23%	1	3.961	0
Certificates of Deposit	1,982,000	1,984,455	1,984,455	4.21%	183	3.987	1
Medium-Term Corporate Notes	1,000,000	971,330	971,330	2.06%	529	2.110	11
Federal Agency Securities	500,000	496,505	496,505	1.05%	71	0.680	1
Subtotal Investments	\$ 47,179,674	\$ 47,170,111	\$ 47,170,111	100.00%	131	4.185	2

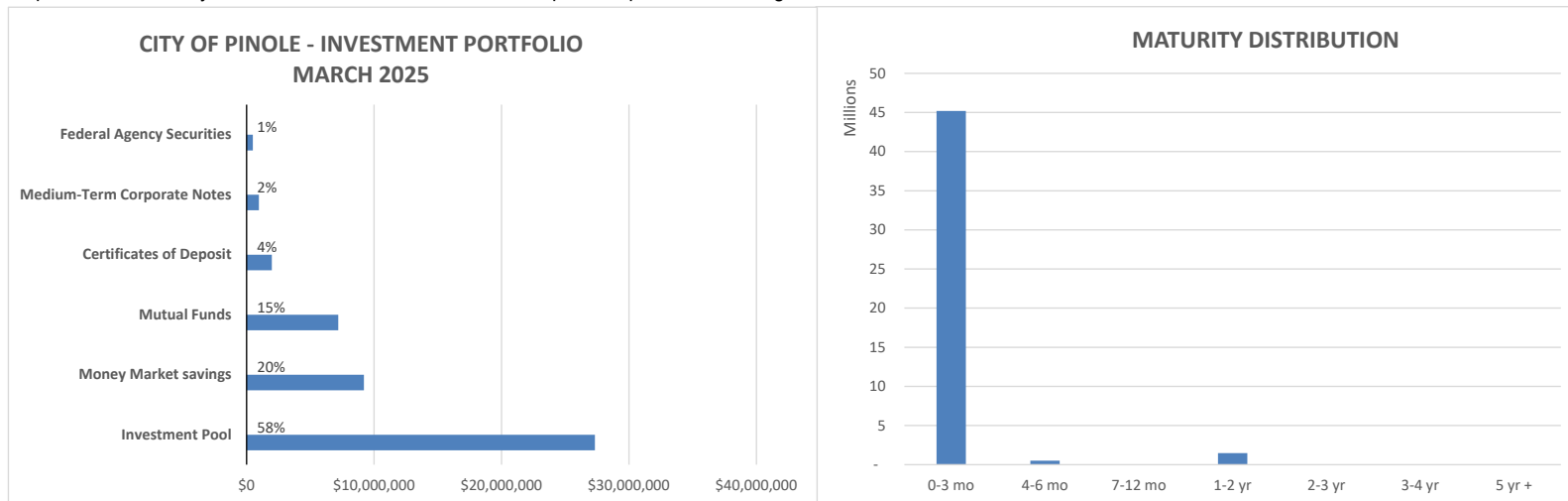
Average Years to Maturity: 0.4

Cash							
Mechanics Bank - Vendor Checking *	3,393,385	3,393,385	3,393,385		1		
BMO - Payroll Checking *	747,350	747,350	747,350		1		
BMO - Checking (Credit Card Clearing) *	716,439	716,439	716,439		1		
Subtotal Cash	4,857,173	4,857,173	4,857,173		1		

Total Cash and Investments \$ 52,036,847 \$ 52,027,284 \$ 52,027,284

*Not included in yield calculations

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

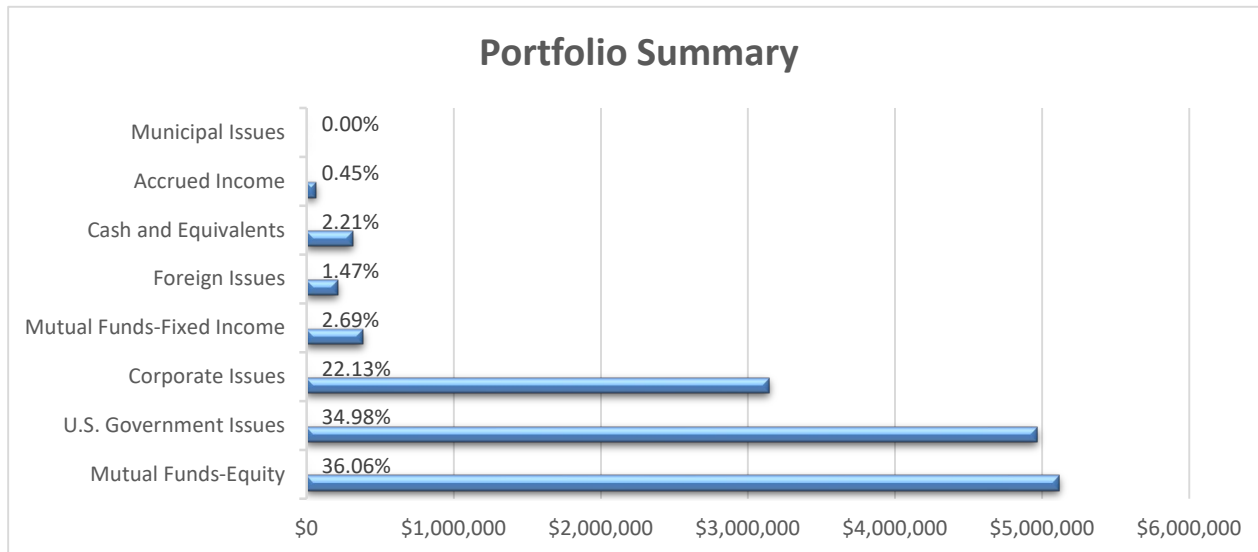


CITY OF PINOLE
INVESTMENT REPORT MARCH 2025
PORTFOLIO DETAILS

Type / Account Number	CUSIP	Issuer	Manager	GL Acct #	Par Value	Market Value	Book Value	Rate	Yield	Days to Maturity	S&P Rating	Maturity Date	Weighted Average Maturity
Investment Pool													
		Local Agency Investment Fund (LAIF)	LAIF	999-10201	23,725,673	23,745,821	23,745,821	4.313	4.313	1	N/A		1
		CalTrust - Short Term Fund (City)	CalTrust	999-10202	27,561	27,561	27,561	4.270	4.270	1	N/A		0
		CalTrust - Medium Term Fund (City)	CalTrust	999-10203	3,556,603	3,556,603	3,556,603	4.050	4.050	1	N/A		0
					27,309,837	27,329,984	27,329,984	4.211	4.279	1			0
Money Market Savings													
		Mechanics Bank	City	999-10102	7,982,939	7,982,939	7,982,939	4.590	4.590	1	N/A		0
		Mechanics Bank	City	500-10311	1,111,026	1,111,026	1,111,026	4.580	4.580	1	N/A		0
		BMO	City	999-10104	107,807	107,807	107,807	0.010	0.010	1	N/A		0
					9,201,771	9,201,771	9,201,771	3.060	4.535	1			0
Mutual Funds													
19-516680		U.S. Bank	US Bank	150-10110	33,399	33,399	33,399	1.980	1.980	1	N/A		0
19-516680	31846V203	1st American Government Obligation Fund	US Bank	150-10110	7,152,666	7,152,666	7,152,666	3.970	3.970	1	N/A		0
					7,186,066	7,186,066	7,186,066	2.975	3.961	1			0
Certificates of Deposit													
19-516680	01025RAG4	Alabama Cr Un	US Bank	150-10110	248,000	250,726	250,726	5.000	4.950	448	N/A	6/22/2026	2
19-516680	05580A2H6	Bmw Bk North Amer	US Bank	150-10110	244,000	244,220	244,220	4.900	4.900	77	N/A	6/16/2025	0
19-516680	30960QAP2	Farmers Insurance Group Fed	US Bank	150-10110	248,000	248,692	248,692	5.250	5.230	112	N/A	7/21/2025	1
19-516680	33715LFK1	First Technology Federal Credi	US Bank	150-10110	248,000	248,374	248,374	5.100	5.090	77	N/A	6/16/2025	0
19-516680	53052LAW9	Liberty Fed Cr Un Evansville	US Bank	150-10110	248,000	248,687	248,687	5.300	5.280	105	N/A	7/14/2025	1
19-516680	70212VAB4	Partners Bk helena Ark	US Bank	150-10110	247,000	244,715	244,715	0.600	0.610	91	N/A	6/30/2025	0
19-516680	856283N51	State Bk Indiana Chicago Ill	US Bank	150-10110	250,000	247,828	247,828	1.000	1.010	87	N/A	6/26/2025	0
19-516680	910286GR8	United Fid Bk FSB Evansville I	US Bank	150-10110	249,000	251,214	251,214	4.800	4.760	470	N/A	7/14/2026	3
					1,982,000	1,984,455	1,984,455	3.994	3.987	183			1
Medium-Term Corporate Notes													
19-516679	037833DN7	Apple Inc.	US Bank	150-10110	1,000,000	971,330	971,330	2.050	2.110	529	AA+	9/11/2026	11
					1,000,000	971,330	971,330	2.050	2.110	529			11
Federal Agency Securities													
19-516680	3133ELH80	Federal Farm Credit Bks	US Bank	150-10110	500,000	496,505	496,505	0.680	0.680	71	AA+	6/10/2025	1
					500,000	496,505	496,505	0.680	0.680	71			1
					\$ 47,179,674	\$ 47,170,111	\$ 47,170,111	2.828	4.185	131			
													Average Years : 0.4

CITY OF PINOLE
INVESTMENT REPORT MARCH 2025
SECTION 115 TRUST PORTFOLIO SUMMARY

Investments	Market Value	Book Value	% of Market	Yield
Cash and Equivalents	313,321	313,321	2.21%	4.260
U.S. Government Issues	4,961,233	5,131,874	34.98%	4.100
Corporate Issues	3,138,713	3,158,260	22.13%	5.130
Foreign Issues	209,129	212,441	1.47%	5.080
Municipal Issues	-	-	0.00%	-
Mutual Funds-Equity	5,113,746	5,089,660	36.06%	1.480
Mutual Funds-Fixed Income	382,115	380,146	2.69%	6.250
Total Assets	14,118,257	14,285,702	99.55%	3.460
Accrued Income	64,448	64,448	0.45%	
Grand Total	\$ 14,182,705	\$ 14,350,149	100%	





CITY COUNCIL REPORT

9.F.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: AMENDED RESERVE POLICY

RECOMMENDATION

Staff recommend that the City Council adopt a resolution approving the amendment of the City's Reserve Policy to change the required General Reserve amount to 25% from 50% of total ongoing General Fund expenditures.

BACKGROUND

It is a best practice in public finance and recommendation of the National Advisory Council on State and Local Budgeting (NACSLB) and the Government Finance Officers Association (GFOA) that public agencies regularly review and update as appropriate their financial policies. Consistent with best practices, the City either reconfirms or updates its financial and investment policies as part of the annual budget process.

The financial policies are intended to set guidelines on how the City will manage its financial resources as well as to provide direction for financial decision-making.

The City's Reserve Policy states that the City will establish and maintain reserves to meet certain anticipated future obligations as well as to ensure that the City maintains adequate financial resources to continue to provide basic municipal services in the event of a significant unanticipated revenue decrease or expenditure increase. The policy requires the City to maintain a reserve equal to 50% of total ongoing General Fund expenditures.

At its meeting on April 16, 2025, the City Council adopted the current Reserve Policy, along with the City's Financial and Investment Policies.

Throughout the FY 2025/26 budget development process, the City Council considered reducing the General Reserve level to free up funds that could be redirected toward funding any of the City's unfunded liabilities, such as Other Post-Employment Benefits (OPEB). At its special meeting on May 13, 2025, the City Council directed staff to proceed with preparing a resolution to amend the Reserve Policy, changing the required General Reserve level to 25% from 50% of total ongoing General Fund expenditures.

REVIEW AND ANALYSIS

The GFOA recommends that governments establish a formal reserve policy based on the government's specific circumstances. Factors to be considered include revenue and

expenditure predictability and volatility; perceived exposure to one-time disasters; the potential drain on general fund resources from other funds; the potential impact on the government's bond rating and borrowing costs; and funds that are already committed or assigned for specific purposes. The GFOA generally recommends a reserve level that covers at least two months (17%) of ongoing General Fund operating expenditures.

The City's current Reserve Policy requires the City to maintain a reserve balance equal to 50% of total ongoing General Fund expenditures.

During FY 2025/26 budget development discussions, staff recommended that, as a budget strategy, the City Council consider revising the Reserve Policy, changing the required General Reserve level to 25% from 50% of total ongoing General Fund expenditures. Further, staff recommended transferring the proceeds of approximately \$2.4 million, resulting from reducing the reserve level, to the City's established Section 115 trust to set aside funds to begin pre-funding Other Post-Employment Benefits (OPEB). The City Council accepted staff's recommendations and directed staff to prepare a revised Reserve Policy for adoption.

A reserve level of 25% provides at least three months of expenditure coverage. This is above the GFOA recommended level and aligns with the average reserve level set by neighboring governments, as shown in Table 1 below.

Table 1 – Jurisdictional Comparison of General Fund Reserve Policy

Jurisdiction	General Fund Reserve Policy
Albany	25% of annual operating expenses
American Canyon	25% of annual operating expenses
Dixon	25% of annual operating expenses
El Cerrito	A minimum of 10% of annual operating expenses
Emeryville	50% of annual operating expenses
Hercules	A minimum of 8.33% of General Fund expenses
Martinez	A minimum of \$5,000,000 (16.2% of annual operating expenses)

FISCAL IMPACT

There is no fiscal impact in adopting the resolution. The reduction in the General Reserve will provide approximately \$2.4 million which will be transferred into the City's Section 115 trust for the purpose of pre-funding Other Post-Employment Benefits (OPEB).

ATTACHMENTS

- A. Resolution
- B. Amended Reserve Policy (redlined)
- C. Amended Reserve Policy (clean)

RESOLUTION NO 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING
THE REVISED CITY RESERVE POLICY FOR THE FISCAL YEAR 2025/26 TO
REDUCE THE GENERAL RESERVE TO 25% FROM 50% OF TOTAL ONGOING
GENERAL FUND OPERATING EXPENDITURES**

WHEREAS, the City of Pinole has financial policies, including investment policies, which govern management of the City's fiscal resources; and

WHEREAS, it is a best practice in public finance and a recommendation of the National Advisory Council on State and Local Budgeting (NACSLB) and the Government Finance Officers Association (GFOA) that cities regularly review and update as appropriate their financial policies; and

WHEREAS, City staff presented proposed financial and investment policies for fiscal year (FY) 2025/26 to the City Council for adoption at the Council meeting held on April 16, 2025; and

WHEREAS, the City's current Reserve Policy to require that the General Reserve maintain a balance equal to 50% of total ongoing General Fund operating expenditures; and

WHEREAS, through budget discussions for FY 2025/26, staff recommended that the City Council consider revising the Reserve Policy to require that the General Reserve maintain a balance equal to 25% of total ongoing General Fund operating expenditures; and

WHEREAS, staff recommended that the difference in funds between the current 50% policy level and proposed 25% policy level be transferred into an interest-bearing trust to set aside funds to pay for Other Post-Employment Benefits (OPEB); and

WHEREAS, during the special City Council meeting held on May 13, 2025, the Council accepted staff's recommendation to revise the Reserve Policy and transfer funds to an OPEB trust.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole hereby approves the City of Pinole revised Reserve Policy updated June 3, 2025, attached hereto as Exhibit 1.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 3rd day of June 2025 by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 3rd day of June 2025.

Heather Bell, CMC
City Clerk

Reserve Policy

Policy

The City will establish and maintain reserves to meet certain anticipated future obligations as well as to ensure that the City maintains adequate financial resources to continue to provide basic municipal services in the event of a significant unanticipated revenue decrease or expenditure increase.

Purpose

To ensure that the City maintains adequate financial resources to continue to provide basic municipal services in the event of a significant unanticipated revenue decrease or expenditure increase.

Definitions and Details

1. The City shall establish a separate account in the financial system to reserve funds intended to ensure that the City maintains adequate financial resources to continue to provide basic municipal services in the event of a significant unanticipated revenue decrease or expenditure increase. This account and the funds contained therein shall be referred to as the General Reserve. It shall be budgeted to contain an amount equivalent to ~~25~~50% of the City's annual General Fund ongoing operating expenditures. Resources in the General Reserve account will be considered committed¹ for the purpose of financial reporting per the standards of Generally Accepted Accounting Principles (GAAP) set forth by the Governmental Accounting Standards Board (GASB) Statement No. 54.
2. The City shall establish other separate accounts in the financial system to reserve funds for other appropriate purposes, such as for replacement of vehicles and major equipment; maintenance and replacement of capital assets; and long-term liabilities.
3. Funds held in the General Reserve can only be appropriated by a majority vote of the Council to address exceptional circumstances specifically related to a significant revenue shortfall, unanticipated expenditure, or other budget stabilization issue.
4. If the General Reserve funds are appropriated and expended, the City Council will endeavor to replenish them to the full amount noted above as part of the adoption of the subsequent budget, if not sooner.
5. This Policy shall be reviewed by the City Council periodically to ensure its consistency with current law and the City's current needs.

¹ Per the Governmental Accounting Standards Board (GASB) Statement No. 54, "committed" includes amounts that can be used only for specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that originally imposed the constraint.

Reserve Policy

Policy

The City will establish and maintain reserves to meet certain anticipated future obligations as well as to ensure that the City maintains adequate financial resources to continue to provide basic municipal services in the event of a significant unanticipated revenue decrease or expenditure increase.

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2. The City shall establish other separate accounts in the financial system to reserve funds for other appropriate purposes, such as for replacement of vehicles and major equipment; maintenance and replacement of capital assets; and long-term liabilities.
3. Funds held in the General Reserve can only be appropriated by a majority vote of the Council to address exceptional circumstances specifically related to a significant revenue shortfall, unanticipated expenditure, or other budget stabilization issue.
4. If the General Reserve funds are appropriated and expended, the City Council will endeavor to replenish them to the full amount noted above as part of the adoption of the subsequent budget, if not sooner.
5. This Policy shall be reviewed by the City Council periodically to ensure its consistency with current law and the City's current needs.

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CITY COUNCIL REPORT

9.G.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: RECEIVE UPDATE ON CAPITAL PROJECTS PROGRESS, INSPECTION AND PERMITS ISSUANCE, AND MAINTENANCE OPERATIONS

RECOMMENDATION

Receive update on capital projects progress, conducted inspections and issued permits, and performed maintenance operations.

BACKGROUND

Capital project updates were provided to the City Council on March 4, 2025, which covered the second quarter of Fiscal Year (FY) 2024-25 ending on December 31, 2024. Because of changes in staffing, not all details for the months of January and February were documented.

Consequently, updates for the period of March 1, 2025 through May 21, 2025 are provided in this staff report. The updates not only cover capital projects, but also summary updates on permits review and on maintenance operations.

REVIEW AND ANALYSIS

Capital Projects:

- **Public Safety Building Modernization (FA2301):** This multi-year project is intended to extend the life of the Public Safety Building through replacement of the Heating, Ventilation and Air Conditioning (HVAC) system, carpet, flooring, water heaters, light fixtures, fans, painting (interior and exterior), and renovation of the locker rooms. As a first phase, flooring of the lobby of the first and second floors has been completed. In addition, seating chairs for the public have been purchased and assembled.
- **Senior Center Modernization (FA2202):** This project encompasses a comprehensive facilities condition assessment and modernization of the existing Senior Center building located at 2500 Charles Avenue. Recently, the damaged sections of the roof and the HVAC system have been replaced. With continuation of the building assessment, it was also determined that the fire alarm system has to be improved and quotes for possible upgrades versus full replacement have been obtained from contractors.
- **Upgrade of City Pools (FA2502):** This is an ongoing project that aims at upgrading the various equipment associated with the pools. Most recently, the computer panel that allows monitoring and adjustment of chemicals in the pools has been replaced thereby allowing the pools to reopen for service. Also repairs to the pool heater were completed last week. During the repairs, however, the contractor identified additional deficiencies that require further upgrades but are not expected to hinder operations in the near term.

- Pinole Valley Park – East (PA1901): The rehabilitated soccer field was reopened on February 22nd. Due to high use of the soccer field, additional rehabilitation was necessary by replacing the damaged lawn and seeding the entire field last week. The field is planned to reopen for the community's enjoyment by the end of June.
- Fernandez Park Sewer Lateral: The aging lateral pipe that connects the park's restrooms to the main that runs along Tennent Avenue is severely damaged and has been flooding. To address this issue, various methods of repair or replacement were investigated in a manner that would avoid the costly demolition and replacement of the pedestrian walkway and the concrete casing that surrounds the lateral. As a result, quotes were sought for the installation of a pipe insert and a pump that would eliminate impacts of the existing damage without the need for demolition and reconstruction. This emergency project is being funded by enterprise fees and Prop 68 grant funds.
- Pinon Trunk Sewer Capacity Phase 2 Project (SS2401): In May 2024, Phase 2 of the Project was advertised for construction with bids received by June 4, 2024. On June 25, 2024, the City Council awarded a construction contract to the lowest responsive and responsible bidder, K.J. Woods Construction, Inc. The Notice to Proceed was issued on October 14, 2024, and the work has been underway since with scheduled completion by the end of July 2025. Addressing punch list items and project close-out are scheduled by the end of September 2025.
- Roble Avenue Storm Drain Improvement Project (SW2001): An approximately 450 linear foot portion of Roble Avenue experiences minor flooding during significant wet weather events. The Roble Avenue Drain Improvement Project is expected to exceed the retrofit requirements of the Municipal Regional Storm Water of 1.16 acres. Staff issued a request for proposals on November 27, 2024, with proposals received by January 9, 2025. A qualified consultant has since been selected by a panel based on the submitted proposals and follow-up interviews. A design contract is being brought forward for City Council review and approval on June 3rd, 2025.
- Active Transportation Plan (RO2106): On March 7, 2023, the City Council awarded a contract to GHD, Inc. to develop an Active Transportation Plan (ATP) for the City of Pinole with the objectives to promote walking, cycling, and connectivity to public transit. The set objectives aim to improve public health and safety, reduce greenhouse gas emissions, and enhance the livability of our community. GHD produced a draft ATP report which was presented to the Traffic and Pedestrian Safety Committee (TAPS) on January 8, 2025. Input from the TAPS, City staff and the community are being incorporated into the ATP. Due to the significant revisions and additions needed, staff will bring to City Council review and approval an amendment to the GHD contract in order to increase the project budget to be paid at the satisfactory completion of the plan. This item is currently planned for City Council consideration on June 17, 2025.
- Storm Drain Master Plan (IN1703): On August 15, 2023, City Council awarded a contract to West Yost Associates (West Yost) to develop the City's Storm Drain Master Plan. This project is intended to identify, analyze and prioritize the capital improvement needs of the City's storm water management system to reduce flood risks, enhance public safety and protect City assets. Findings and recommendations developed during preparation of the Storm Drain Master Plan will be used by staff to develop or update CIP projects, and the final Plan will be presented to City Council. This project was delayed due to several unforeseen staffing shortages and was recently resumed with regular coordination with the West Yost team. Available data and maps have been supplied by the city, and site inspections of the drain inlets throughout the city are

presently underway by the consultant.

- San Pablo Avenue Bridge Replacement (RO1710): The San Pablo Avenue bridge over the Burlington Northern Santa Fe Railroad is an integral part of the area's transportation network. The age and condition assessment of the bridge supports replacement. In February 2020, the City awarded a contract to a consultants' team to conduct the Preliminary Engineering (PE) and advance the project. Work on the project was recently resumed, and the environmental review (CEQA and NEPA) is scheduled for completion by December 31, 2025, with the project design commencing in early 2026. The project is receiving Highway Bridge Program (HPB), Strategic Management Planning Program (STMP), and Transportation Land-Use Connections (TLC) grant funds. Through coordination with Caltrans, the City will soon be receiving an early release of \$177,060.00 of HBP funds to support work through the end of the federal fiscal year (end of September 2025). In addition, staff coordinated with the West County Transportation Commission team to extend the duration of the STMP grant agreement by an additional four years and to allow flexibility in the use of the grant funds. These recent changes were approved by the WCCTC Board on May 23, 2025, and will soon be brought forward for the City's approval. It should be noted that changes to the STMP grant provisions will assist the City in payment of the local match thereby minimizing/eliminating the project funding impacts on the general fund.

Inspections and Permits:

- Month of March: 167 inspections were performed, 34 permits (3 general encroachment, 21 sewer lateral, and 10 utility encroachment) were issued, and \$23,351.60 permit fees were collected.
- Month of April: 134 inspections were performed, 35 permits (1 encroachment, 18 sewer lateral, 2 transportation, and 14 utility encroachment) were issued, and \$37,090.10 permit fees were collected.
- May 1st through May 21st: 143 inspections were performed, 28 permits (1 encroachment, 12 sewer lateral, and 15 utility encroachment) were issued, and \$29,326.75 permit fees were collected.

Maintenance Operations:

- Month of March: Responding to 428 requests and repairs including 37 stormwater, 18 wastewater, 3 signs, 55 roads (vegetation management, tree trimming, sweeping, etc.), 236 parks (graffiti removal, restrooms, irrigation, turf mowing, etc.), 22 illegal dumping, 5 emergency calls, 2 fleet, and 50 facilities (repairs to plumbing, appliances, furniture, lights, elevator, etc.).
- Month of April: Responding to 382 requests and repairs including 11 stormwater, 18 wastewater, 2 signs, 43 roads, 245 parks, 12 illegal dumping, 6 emergency calls, 2 fleet, and 43 facilities.
- May 1st through May 21st: Responding to 426 requests and repairs including 23 stormwater, 14 wastewater, 12 signs, 39 roads, 247 parks, 14 illegal dumping, 10

emergency calls, 3 fleet, and 64 facilities.

Road repairs have been completed spot treatment and potholing along 15 road segments utilizing 40 tons of rock asphalt on: Mann Drive in the vicinity of the school, Marlesta Road from Marionola Way to Appian Way, Shawn Drive from Tara Hills to Kittery Way, various segments along Wright Avenue, Doidge Avenue from Wright Avenue to Victor Street, Jordan Way, Victor Street from Doidge Avenue to Wright Avenue, Marcus Court from Doidge Avenue to street limit, San Pablo Avenue from Appian Way to Alvarez Avenue, various segments on Pinole Valley Road, intersection of Fitzgerald Avenue and Appian Way, and on Dolores Court.

FISCAL IMPACT

There is no fiscal impact to reporting on projects and operational updates.

ATTACHMENTS

None



CITY COUNCIL REPORT

9.H.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE CITY OF PINOLE AND WEST VALLEY CONSTRUCTION COMPANY INC - ROBLE AVENUE STORM DRAIN IMPROVEMENTS PROJECT (SW2001)

RECOMMENDATION

Review and approval of the Consulting Services Agreement between the City of Pinole and West Valley Construction Company, Inc for the Roble Avenue Storm Drain Improvements Project (SW2001).

BACKGROUND

This project aims to address storm drainage issues, improve vehicular traffic flow, and enhance pedestrian safety conditions along Roble Avenue between San Pablo Avenue and Pinon Avenue. Currently, this residential street segment experiences minor flooding during heavy storm events. In addition, vehicular access is challenging due to the narrow street width. The project will improve the drainage system, as well as expand the roadway including provision of missing sidewalk sections.

Scope of work of the project design and environmental review phase covered under the attached Agreement (Attachment A) includes a review of applicable documents and plans, performing field review and topographic surveys, preparing utility basemap, performing the project's alternatives analysis and environmental review as applicable, developing detailed design plans and specifications, preparing construction cost estimates, performing community outreach, preparing draft and final project reports, assisting staff with the construction bid documents, and providing design support during project construction.

REVIEW AND ANALYSIS

Staff issued a Request for Proposals (RFP) on November 27, 2024, with due date for proposals submittal on January 9, 2025. Seven proposals were received that range in costs from \$114,935.00 to \$398,500.00 for the base design services and design support during construction. A three-member panel was formed of two City staff members and one external panelist. The panel reviewed all proposals based on:

- Compliance with the RFP
- The Consultant's Qualifications
- Assigned Personnel Experience

- Project Approach and Workplan
- Schedule
- Cost Proposal
- Any Potential for Conflict of Interest

Three of the received seven proposals were ranked with an equal top score. As a result, the panel held interviews on February 18th and February 20th of the three shortlisted consulting firms. Following the interviews, staff requested supplemental information from the two top firms remaining to address the potential for environmental review and permitting that may arise during the project planning and design.

West Valley Construction Company, Inc was selected by the panel based on the submitted proposal, follow-up interview, and supplemental optional scope. The original cost proposed by West Valley Construction Company, Inc was \$182,470.00 for performing the detailed project design and providing design support during construction, which was later negotiated to \$175,520 when taking into account available information. Cost proposal of the additional optional tasks covering environmental review and permitting amounts to up-to \$107,314.

FISCAL IMPACT

The engineering design services proposed by West Valley Construction Company, Inc amounts to \$175,520. Moreover, optional environmental review and permitting could potentially amounts to an additional cost of up-to \$107,314. If approved by City Council, all proposed project costs will be funded by Measure S funds.

Performing the environmental review and design will result in a shovel-ready project that will allow staff to pursue grant funds for project construction currently planned for Fiscal Year (FY) 2026-27.

ATTACHMENTS

- A. Resolution
- B. Consulting Services Agreement - Roble Avenue Storm Drain Improvements Project

RESOLUTION NO. 2025 – xx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, OF THE
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AWARDING A
CONSULTING SERVICES AGREEMENT FOR THE ROBLE AVENUE STORM DRAIN
IMPROVEMENTS PROJECT (SW2001) TO WEST VALLEY CONSTRUCTION
COMPANY, INC IN AN AMOUNT NOT TO EXCEED \$175,520 AND ADDITIONAL
OPTIONAL TAKS IN AN AMOUNT NOT TO EXCEED \$107,314**

WHEREAS, the City of Pinole (“City”) adopted the FY 2024/25 through FY 2028/29 Capital Improvement Plan (CIP) which includes the Roble Avenue Storm Drain Improvements Project (CIP Project # SW2001, the “Project”) as a funded project; and

WHEREAS, the Project will address storm drainage issues, improve vehicular traffic flow, and enhance pedestrian safety conditions along Roble Avenue between San Pablo Avenue and Pinon Avenue; and

WHEREAS, this Project phase is for the design and environmental review, which includes performing field review and topographic surveys, preparing utility basemap, performing the project’s alternatives analysis and environmental review as applicable, developing detailed design plans and specifications, preparing construction cost estimates, performing community outreach, preparing draft and final project reports, assisting staff with the construction bid documents, and providing design support during project construction; and

WHEREAS, on November 27, 2024, City staff released a Request for Proposals (RFP) on www.publicpurchase.com and www.ci.pinoles.ca.us/bids with due date for proposals submittal on January 9, 2025; and

WHEREAS, an evaluation panel was formed of two Public Works staff members and an external panelist who reviewed the seven received proposals and conducted interviews of three shortlisted firms; and

WHEREAS, the review panel determined that West Valley Construction Company, Inc (“Consultant”) is the most qualified proposer; and

WHEREAS, a Consulting Services Agreement between the City and West Valley Construction Company, Inc is attached as Exhibit A; and

WHEREAS, the current adopted capital budget for the Project has adequate funds to award the Professional Services Agreement; and

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

1. Consultant is accepted by the City for performing the approved scope of design and environmental review of the Roble Avenue Storm Drain Improvements Project (CIP Project # SW2001).

2. Authorize the City Manager to execute the Consulting Services Agreement (Exhibit A) with Consultant in an amount not to exceed \$175,520, and additional optional environmental review and permitting of up-to \$107,314.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 3rd day of June 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 3rd day of June 2025.

Heather Bell
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
WEST VALLEY CONSTRUCTION COMPANY, INC**

**ROBLE AVENUE STORM DRAIN IMPROVEMENTS
PROJECT (SW2001)**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and West Valley Construction Company, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of June 10, 2025 (the "Effective Date") in Pinole, California.

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed One Hundred Seventy-Five Thousand Five Hundred and Twenty Dollars (\$175,520) and additional optional services not to exceed One Hundred and Seven Thousand Three Hundred and Fourteen Dollars (\$107,314), all to be charged based on expended personnel hours and reimbursable expenses incurred in performing the work set

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

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

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

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

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

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

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

satisfactorily performed.

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

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

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

- 2.6 Reimbursable Expenses.** Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

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

4.4 All Policies Requirements.

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

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

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

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant and subcontractor to Consultant with compensation beyond the maximum amount provided for in this

Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant and subcontractor to Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different consultant to complete the work described in Exhibit A and detailed in Exhibit B not finished by Consultant; or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

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

Initialed by City Attorney's Office

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

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

10.9 Contract Administration. This Agreement shall be administered by Heba El-Guindy, Public Works Director, who shall act as the City's representative. All correspondence shall be directed to or through Heba El-Guindy or her designee.

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

Jasmine Cuffee
Vice President, Engineering
West Valley Construction Company, Inc.
1001 Galaxy Way, Suite 400
Concord, CA 94520

Any written notice to City shall be sent to:

Heba El-Guindy, TE
Public Works Director
City of Pinole
2131 Pear St.
Pinole, CA 94564

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

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

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

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

CITY OF PINOLE

CONSULTANT

Kelcey Young, City Manager

NAME

Consultant's City of Pinole Business

License #: _____

Approved as to Form:

Eric S. Casher, City Attorney

Attested By:

Heather Bell, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Chris Kelley	FAX (A/C, No): 415-989-9923	
	PHONE (A/C, No, Ext): 415-402-6521	E-MAIL ADDRESS: ckelley@woodruffssawyer.com	
INSURED West Valley Construction Company, Inc. 603 Campbell Technology Pkwy Campbell, CA 95008	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Prop Casualty Co of America		25674
	INSURER B: Indian Harbor Insurance Company		36940
	INSURER C: Zurich American Insurance Company		16535
	INSURER D: American Guarantee and Liability Insurance		26247
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1434755314 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		GLO883784702	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BAP883784902	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		SXS423831801 EX3X03703524NF	10/1/2024 10/1/2024	10/1/2025 10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 2nd Layer OCC/AGG \$ 15,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC883784302	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Pollution/Professional Liability Installation Floater		CEO744647207 QT6605J72421ATIL24	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Each Occ./Aggregate Limit \$10,000,000 Per Contract

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Evidence of Insurance for Prequalification Purposes.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance c/o West Valley Construction Company, Inc. 603 Campbell Technology Pkwy Campbell CA 95008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Zoe Overbay</i>

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) West Valley Construction Company, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 603 Campbell Technology Pkwy 6 City, state, and ZIP code Campbell, CA 95008 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
9	4	-	1	4	1	0	1	4 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Shaposh*

Date *6/3/2024*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT A
FINAL COST PROPOSAL

Exhibit A - Final Cost Proposal

Date: 4/29/2025

TASK, PHASE, DESCRIPTION	STAFF	Design Services					TOTALS
		Project Director	Project Manager	Project Engineer	Ops	Subs (w/10%)	
		HOURS	HOURS	HOURS	COSTS	COSTS	
1.0 PROJECT ADMINISTRATION							
1.1 Project Management: Invoicing, coordination with Subs		8	56	2			
1.2 Attend Kick-off Meeting and Submittal Meetings (Assume 4)		4	8	8			
1.3 Bi-weekly Check-in Meetings (Assume 12)			12	12			
SUBTOTAL HOURS		12	76	22			110
SUBTOTAL DOLLARS		\$3,120	\$17,480	\$3,740			\$24,340
2.0 PRELIMINARY DESIGN							
2.1 Coordination with Utilities				2			
2.2 Gather & Review Existing Data			2	8			
2.3 Field Visits			2	6			
2.4 Hydraulic Study			4	8			
2.5 Review Geotechnical Report			1	1			
2.6 Additional Topographic Survey			1	4		\$6,800	
2.7 Prepare Utility Basemap			1	2			
2.8 Project Alternative Analysis Memorandum			8	20			
2.9 Preliminary Design Report (Draft and Final)		1	8	16			
2.10 Environmental Documentation			4	8			
2.11 Project Phasing and Traffic Management Plans			6	16			
SUBTOTAL HOURS		1	37	91			129
SUBTOTAL DOLLARS		\$260	\$9,510	\$15,470	\$0	\$8,800	\$33,040
3.0 DESIGN							
A Public Outreach/City Council Meetings							
3.1 Public Outreach/City Council Meetings (3 assumed)		6	24	24			
SUBTOTAL HOURS		6	24	24			54
SUBTOTAL DOLLARS		\$1,560	\$5,520	\$4,080			\$11,160
B 65% Project Plans, Specifications and Estimate							
3.2 65% Design Plans			32	84			
3.3 65% Construction Cost Estimate			4	8			
3.4 65% Specifications Outline			8				
3.5 Quality Control		2					
SUBTOTAL HOURS		2	44	92			138
SUBTOTAL DOLLARS		\$520	\$10,120	\$15,640			\$26,280
C 85% Project Plans							
3.6 85% Project Plans			24	60			
3.7 85% Construction Cost Estimate			4	8			
3.8 85% Specifications			24	2			
3.9 Constructability Review					\$1,000		
3.10 Quality Control		2					
SUBTOTAL HOURS		2	52	70			124
SUBTOTAL DOLLARS		\$520	\$11,960	\$11,900	\$1,000	\$0	\$25,380
D Final Project Plans							
3.11 Final Project Plans			16	40			
3.12 Final Construction Cost Estimate			2	4			
3.13 Final Specification			16	2			
3.14 Quality Control		2					
SUBTOTAL HOURS		2	34	46			82
SUBTOTAL DOLLARS		\$520	\$7,820	\$7,820			\$16,160
Phase 1-3 Subtotal							\$136,360
4.0 BIDDING AND CONSTRUCTION PHASE SERVICES							
A Bid Phase Support Services							
4.1 Updating/Packaging Bidding and Contract Documents			4	8			
4.2 Respond to Bidder Inquiries			8	12			
4.3 Pre-Bid Conference and Job Site Tour			4	4			
4.4 Prepare Addenda			4	6			
4.5 Prepare Bid Tabulation Spreadsheet			2				
SUBTOTAL HOURS		0	22	30			52
SUBTOTAL DOLLARS		\$0	\$5,060	\$6,100			\$10,160
B Engineering Services During Construction							
4.6 Prepare Conformed Plans and Specifications			2	8			
4.7 Attend Pre-Construction Meeting			2	2			
4.8 Review Shop Drawings and Contractor Submittals (10 assumed)			12	20			
4.9 Substitution and Change Order Assistance			12	12			
4.10 Site Visits (4 assumed)			8	8			
4.11 Answer Contractor RFI's and Construction Manager Questions			12	10			
4.12 Final Inspection and Punch List			8	8			
4.13 Prepare Record Drawings			8	16			
SUBTOTAL HOURS		0	64	84			148
SUBTOTAL DOLLARS		\$0	\$14,720	\$14,280	\$0	\$0	\$28,000
A. WVCC HOURS AND COST							
HOURS PER POSITION		25	353	459			837
HOURLY RATE (TYPICAL)		\$260	\$230	\$170			
SUBTOTAL COST		\$6,500	\$81,190	\$78,030	\$1,000	\$8,800	\$175,520
B. TOTAL COST FOR TEAM F (NOT-TO-EXCEED BASIS):							
OPTIONAL SERVICES							
Additional WV Project Management and Support			4	8			
Task 1.1: Biological Resources Reconnaissance Survey						\$3,174	
Task 1.2: Biological Resources Constraints Analysis Memorandum						\$8,239	
Task 2: Aquatic Resources Delineation Report						\$14,971	
Task 3.1: Resource Agency Coordination						\$6,402	
Task 3.2: USACE Approved Jurisdictional Determination						\$1,551	
Task 3.3: RWOCB Permitting						\$7,530	
Task 3.4: CDFW Permitting						\$6,650	
Task 4.1: CEQA Determination						\$1,914	
Task 4.2: NOE and Memorandum						\$4,048	
Task 4.3: Initial Study/Mitigated Negative Declaration						\$45,909	
Task 5: Project Management						\$4,648	
HOURS PER POSITION		0	4	8			12
HOURLY RATE (TYPICAL)		\$260	\$230	\$170			
SUBTOTAL COST		\$0	\$920	\$1,360	\$0	\$105,034	\$107,314
C. TOTAL COST FOR OPTIONAL SERVICES (TIME AND MATERIALS, NOT-TO-EXCEED BASIS):							

EXHIBIT B
DETAILED SCOPE OF SERVICES

CITY OF PINOLE



PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR ROBLE AVE STORM DRAIN IMPROVEMENT PROJECT (SW2001)



January 23, 2025



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Cost Proposal Acknowledgement	



SAFETY | COMMITMENT | RESPECT | RELATIONSHIPS | OWNERSHIP

January 23, 2025

Faby Guillen
Capital Improvement/Environmental Program Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

RE: ENGINEERING SERVICES FOR ROBLE AVENUE STORM DRAIN IMPROVEMENT
PROJECT (PROJECT SW2001)

Dear Faby,

West Valley Construction Company, Inc. (West Valley) takes pride in our broad range of services in design and construction. We are pleased to submit this proposal to provide professional design services for the Roble Avenue Storm Drain Improvement Project (SW2001).

Project Understanding

The purpose of this project is to address the storm drainage issues and improve traffic flow and pedestrian safety along Roble Avenue between San Pablo Avenue and Pinon Road. Currently, this residential street experiences minor flooding during heavy storm events and vehicular access is challenging due to its narrow width along a portion of the street. This project will include an improved drainage system, roadway expansion and sidewalk improvements.

Leveraging Existing Resources and Knowledge to Reduce Costs

West Valley designed the City's Pinon Trunk Sewer Capacity Phase 2 project which is now in construction. This project overlaps the limits of the Roble Avenue project. We can avoid starting from scratch and save time and money by using past background information such as topographic survey, utility information and geotechnical data previously gathered for the Pinon Trunk Sewer Capacity project. Efficiency and cost savings are also gained from our familiarity with the project site. In fact, we have already developed a conceptual plan for improvements as demonstrated in the Project Approach and Work Plan section of this proposal.

West Valley is positioned to deliver this project successfully

Our team has well-rounded experience and is dedicated to designing an efficient, safe and sustainable road and drainage system. [Project Manager, Daniel Wilkins, PE](#) has over 19 years of experience in roadway and drainage infrastructure design. His highlighted projects include, Pinole Pinon Trunk Sewer Capacity, Mill Valley Downtown Paving, Sidewalk and Utility Improvements Project, and City of San Rafael Fourth Street Revitalization Project. [Project Director Jasmine Cuffee, PE](#) will also provide oversight with her 30 years of experience in design for various Public Works. She and Daniel worked together on the projects mentioned above. Additionally, her roadway and drainage experience includes Marin County Civic Center Drive project, which involved construction of new sidewalks/pedestrian pathways, roadway widening and drainage design. [Project Engineer, Joseph Camaddo, EIT](#) will apply his knowledge working for the City of Pittsburg in the stormwater division where he specialized in green infrastructure.

In summary, our team has the knowledge, experience, resources, and ability to successfully deliver your Roble Avenue Storm Drain Improvement Project.

West Valley acknowledges the receipt of Addendum No. 1 attached herein.

West Valley accepts the terms and conditions of the consulting services agreement as referenced in the RFP Project SW2001. The proposal terms herein shall remain in effect for one hundred and twenty (120) days following the date submitted.

Thank you for your time and consideration. Please let us know if you have any questions, we look forward to hearing from you soon.

Very Truly Yours,
WEST VALLEY CONSTRUCTION COMPANY, INC.



Daniel Wilkins, PE
Project Manager
1001 Galaxy Way
Suite 400
Concord, CA 94520
DWilkins@wvcc.com | (925) 407-7337



Jasmine Cuffee, PE
Vice President of Engineering
1001 Galaxy Way
Suite 400
Concord, CA 94520
JCuffee@wvcc.com | (925) 440-1703

2. Qualifications

I. Firm Profile

Founded in 1958, West Valley offers a complete range of design and construction services covering all aspects of underground utility installation partnering with public and private utilities throughout California.

Our headquarters is located in Campbell, CA and we have offices/construction yards throughout California, including:

- | | | |
|------------|----------------|---------------|
| ▪ Concord | ▪ Fresno | ▪ Hayward |
| ▪ Chico | ▪ Redwood City | ▪ Visalia |
| ▪ Stockton | ▪ Salinas | ▪ Bakersfield |

Our engineering team is in our Concord office.

With 525 employees, our company includes staff with many specialties and decades of experience, designing and constructing projects ranging from \$10,000 to \$12 million. We manage all aspects of our projects from inception, including coordination with various utilities, local and state jurisdictions, railroad companies, property owners and permitting agencies, through completion.

As an employee-owned corporation, our staff is fully invested in the success of your project. The return is a team who is passionate about their work and delivers quality products.

II. Firm's Financial Condition

West Valley is in good financial condition with a strong balance sheet and excellent key performance indicators. Its financial statements are audited annually by a reputable independent CPA firm. There are no known or pending conditions that would impede the West Valley's ability to complete its work.

III. Firm's Experience

West Valley has designed and constructed a variety of utilities throughout the entire state, specializing in:

- Water
- Gravity and force main Sanitary Sewers
- Storm Drain
- Joint Trench
- Open Excavation
- Trenchless Technology Solutions

Some of the firm's experience in providing similar work include the following:

FIRM RELEVANT PROJECTS	SIMILAR CHALLENGES
City of Campbell Sidewalk Improvements	▪ Permits ▪ Sidewalk and Driveway Improvements ▪ Grading ▪ ADA Curb Ramp and Access ▪ Drainage ▪ Clearing/Grubbing
Hayward Corp Yard Improvements	▪ Grading and Drainage
Redwood City Corp Yard Improvements	▪ Grading and Drainage ▪ HMA Paving ▪ Storm Drain facilities
Bakersfield Corp Yard Improvements	▪ Grading and Drainage ▪ HMA/Concrete Paving ▪ Storm Drain facilities (retention basin, piping) ▪ Storm drainage calculations
San Jose Water Company Gish Water Treatment Facility – Chloramination Management	▪ Grading and Drainage ▪ HMA Paving ▪ Storm Drain facilities (LID basin, piping) ▪ New Sidewalk Installation ▪ Driveway Improvements ▪ Storm drainage calculations ▪ Concrete paving
San Jose Water Company Williams Water Treatment Facility – Chloramination Management	▪ Grading and Drainage ▪ HMA/Concrete Paving ▪ Storm Drain facilities (LID basin, piping)
California Water Service Design-Build Main Replacement Program	▪ Permits ▪ Public Impact ▪ Access ▪ Utility coordination ▪ Sidewalk ▪ Curb ramps
San Jose Water Design-Build Main Replacement Program	▪ Concrete Improvements ▪ Permits ▪ Public Impact ▪ Access ▪ Utility coordination

The team members for your project are available to start immediately and have been selected due to their extensive project experience with similar challenges to the Roble Avenue Storm Drain Improvement project. This includes drainage design, grading, sidewalk design, ADA access, utilities coordination, minimizing public impact.

IV. Subconsultants
Topographic Surveyor:

Sandis
Contact: Chris Cintean, PLS
1700 S. Winchester Blvd
Suite 200
Campbell, CA 95008
209.603.6757

V. References

Name & Contact Info	Company & Address	Team Member Reference
Randy Rowden Manager, Main Replacement Program 408-367-8269 x78269 rrowden@calwater.com	California Water Service 1720 North First Street San Jose, CA 95112	Daniel Wilkins Jasmine Cuffee Darren Phelps Joseph Camaddo
Steve Moore, PE General Manager 415-259-2949 smoor@rvsd.org	Ross Valley Sanitary District 2960 Kerner Blvd San Rafael, CA 94901	Daniel Wilkins Jasmine Cuffee Joseph Camaddo
Stephen Miksis Vice President 707-241-5858 smiksis@sklsolutions.net	SKL Solutions 1626 Culpepper Dr. Petaluma, CA 94954	Daniel Wilkins Jasmine Cuffee
Sanjay Mishra Director of Public Works 707-428-7485	City of Fairfield 1001 Webster Street Fairfield, CA 94533	Daniel Wilkins Jasmine Cuffee

3. Staffing

The West Valley team will be led by Project Manager, Daniel Wilkins, PE, who will be responsible for coordinating with the City, attending meetings, managing the design team and subconsultants, and providing oversight of the plans, specifications and construction cost estimates. He will be your primary point of contact and will be responsible for tracking the budget and schedule, tracking team hours, submitting progress reports, and providing invoices in a timely manner.

Daniel will be supported by Joseph Camaddo, and subconsultants. Joseph will be responsible for preparing plan and profile sheets, details, calculations, traffic control plans, quantity take-offs and cost estimates. He will also perform any utility research, field inspections, investigations, and additional data collection as needed for design. Sandis will perform the topographic survey.

Our Project Director, Jasmine Cuffee will provide oversight to our design team and is responsible for assigning resources, ensuring that the **quality** of finished products meet City standards and expectations. She will review all milestone submittals for quality and constructability before they are submitted to the City. She will also prepare presentations to City Council and staff and ensure stakeholder goals and requirements are met.

We also have support from Darren Phelps, of our operations group, who will perform the constructability review. This task provides added **quality assurance and cost benefit** for the project by looking at buildability and finding opportunities to **minimize risk and costs**.

All of our team members are committed to ensuring the success of your project. They will be available for the entire duration of the work. No team members will be removed or replaced without prior written approval by the City.



Below is a table showing the team members **RELEVANT EXPERIENCE** and **AVAILABILITY** for this project that demonstrates how we will be able to effectively deliver this project.

Team Member	Drainage/Utility Design	NPDES Compliance	Roadway Widening	Pedestrian Accessibility	Paving	Grading	Green Infrastructure Design	Construction Phasing	Survey and Mapping	Availability (%)
Daniel Wilkins, PE	✓	✓	✓	✓	✓	✓	✓	✓		20
Jasmine Cuffee, PE	✓	✓	✓	✓	✓	✓	✓	✓		10
Joe Camaddo, EIT	✓	✓	✓	✓			✓	✓		40
Darren Phelps	✓	✓	✓	✓	✓	✓		✓		5
Sandis	✓		✓	✓	✓	✓			✓	30

See resumes of all team members in Appendix A.

4. Project Approach and Work Plan

PROJECT UNDERSTANDING AND APPROACH

The City of Pinole (City) is responsible for maintaining the storm drain, roadway and sidewalk infrastructure. There is an existing storm drain ditch that runs along Roble Avenue. Roble Avenue connects San Pablo Avenue and Pinon Road. This ditch experiences minor flooding during heavy storm systems. Additionally, a portion of Roble Avenue is narrow and it only has a sidewalk on one side of the street. The City would like to widen this section and add a new sidewalk to provide more efficient vehicular traffic flow and provide enhanced ADA pedestrian safety.

Based on discussions with the City, this project includes replacing approximately 450 LF of an existing storm drain ditch with a new storm drain pipe, widening the existing roadway and installing new PCC sidewalk along Roble Avenue.

West Valley will evaluate the site constraints, existing utilities, soil conditions, storm drain hydraulic capacity and existing grades to determine the best method for widening of the roadway, installation of new storm drain system and construction of a new PCC sidewalk. Our goal is to design a cost efficient, safe and sustainable road and drainage system that will minimize impacts to the community.

Based on our review of the RFP and project site visit, we identified some of the challenges as described below:



1. Drainage/Roadway Widening

CHALLENGE: According to the RFP and speaking with City staff, the storm drain ditch along Roble Ave is prone to flooding during heavy storm systems. Challenges include conforming to existing storm drain system, erosion control, understanding existing drainage patterns and determining the best placement for the new storm drain pipe so that it has sufficient cover and effectively tie-in to the existing pipes.

STRATEGY: West Valley is familiar with the project site, having recently replaced the sewer line along Roble Avenue. We will apply this knowledge to assess the existing drainage patterns and design storm drain and roadway improvements that preserve these drainage patterns yet eliminating flooding issues. A preliminary analysis, taking into account the challenges outlined above, is included in Exhibits 1 and 2 at the end of this section. This analysis illustrates our proposed conceptual storm drain alignment and roadway widening with new sidewalk, based on our understanding of the site.



2. 625 Roble Avenue Driveway

CHALLENGE: The lip of the existing driveway for 625 Roble Avenue extends past the lip of the existing sidewalk and into the roadway. The driveway is steep, with a slope of approximately 25%. Additionally, the driveway currently does not have an ADA path of travel.

STRATEGY: West Valley will replace a section of the driveway with an ADA-compliant sidewalk to maintain a continuous path of travel and match the lip of new gutter to the existing lip of gutter. As a result, the driveway will need to be reconstructed to accommodate the new sidewalk. West Valley will assess the driveway slope to determine the necessary extent of replacement, ensuring vehicles do not experience 'bottoming out' when entering or exiting. The preliminary limits of the driveway replacement are shown in Exhibit 1 at the end of this section.

3. Project Costs

CHALLENGE: The City has an estimated budget of \$700k for construction according to the Capital Improvement Plan. Based on West Valley's preliminary review, the estimated construction costs are approximately \$1,000,000. This is an almost \$300k difference between the estimated City budget and estimated construction costs. See below for a summary of our estimate costs.

City of Pinole Roble Ave Storm Drain Improvement - Rough Construction Costs

ITEM	UNIT	QTY	UNIT PRICE	UNIT COST
Mobilization (5%)	LS	1	\$38,740	\$38,740
Traffic Control (3%)	LS	1	\$23,250	\$23,250
Tree Removal/Grubbing	LS	1	\$36,892	\$36,892
PCC Sidewalk	SF	2061	\$40	\$82,440
PCC Curb and Gutter	LF	502	\$170	\$85,340
Hot Mix Asphalt	SY	720	\$200	\$144,000
30" Storm Drain	LF	450	\$700	\$315,000
18" Storm Drain	LF	51	\$450	\$22,950
Type 'G' SD Inlet	EA	3	\$10,400	\$31,200
Remove and Replace PCC Driveway	SF	315	\$60	\$18,900
Retaining Wall	LF	50	\$760	\$38,000
SUBTOTAL				\$836,712
20% CONTINGENCY				\$166,322
TOTAL				\$1,004,054

STRATEGY: Design costs can be saved using data from the recent sanitary sewer project, including utilities, geotechnical information and topographic surveys. West Valley will re-utilize the information and can move forward immediately, resulting in time and cost savings in design.

Additionally, West Valley will look at design alternatives for cost-saving improvements and collaborate with the City to identify the best approach to stay within the available construction budget. For example, we can evaluate eliminating a drainage inlet or removing/reducing the length of the retaining wall.

4. Traffic Control/Public Impacts

CHALLENGE: Roble Ave serves as the sole access point for residents along Hansen Pl, Encina Ave, and Roble Ave, including those at Vista Woods Senior Apartments. Effective traffic control and phasing will be essential to minimize disruption for these residents during construction activities.

STRATEGY: West Valley will leverage our experience in traffic control gained from the sanitary sewer replacement project to develop detailed construction phasing and traffic control plans. One potential approach is to divide the project into three phases. The conceptual phasing plan is illustrated in the schematic drawings below. During each phase of construction on Roble Avenue, residents will be able to access their properties via Pinon Ave or San Pablo Ave.





WORK PLAN/SCOPE OF SERVICES

Below is our proposed Work Plan/Scope of Services which includes all the tasks in SECTION III-SCOPE OF WORK contained in the RFP. We also included other tasks which we believe are important for completing the project completely and efficiently.

TASK	OUR APPROACH	DELIVERABLE
1.0 PROJECT ADMINISTRATION		
1.1 Project Management	Daniel will coordinate, and manage the West Valley team and our subconsultants. He will monitor the work plan, schedule and budget and verify conformance with applicable standards. A brief progress report will accompany each monthly invoice. It will discuss budget status; schedule, highlighting critical path elements of the project; issues resolved and unresolved; and anticipated next steps. West Valley will maintain all records and documents related to the projects on file and make them available in the event of an audit.	Monthly progress reports and invoices.
1.2 Attend Meetings	Progress meetings with City staff and other stakeholders as appropriate to kick-off the project and discuss milestone submittals. (Five meetings are budgeted)	Agenda and Minutes of each meeting highlighting agreed-upon action items.
1.3 Bi-Weekly Virtual Check-in Meetings	Bi-weekly check-in meetings with City staff and others as appropriate will be held virtually throughout design to discuss current status of the project and unresolved issues.	Agenda and Minutes of each meeting highlighting agreed-upon action items.
2.0 PRELIMINARY DESIGN		
2.1 Coordination with Utilities	West Valley will provide utility coordination services throughout the life of the project. West Valley will review existing utility information gathered during the Pinon Trunk Sewer Capacity Project. We will visit the site to verify existing USA marks and verify no changes have been made and update the utility base map as necessary. We will send design plans at each submittal to utility companies for their review and comment. Early coordination with the utility companies will help us accurately identify conflicts and resolve issues with utility owners. We will work closely with utility owners and address concerns.	Existing facility maps from various utility agencies.

TASK	OUR APPROACH	DELIVERABLE
2.2 Gather & Review Existing Data	We will gather existing background information about the project including: • City Record/As-built Drawings • Field Investigation • Right-of-way extents • City boundaries • City Contract documents • Permit information • Utility maps for water, sewer, storm drain • Past reports and studies • Interview staff to understand existing conditions and City/stakeholder goals and requirements This activity will require assistance from City staff in researching documents and resolving design parameters and project issues.	List of requested documents.
2.3 Field Visits	West Valley will visit the sites to determine if there are any potential constraints to the proposed construction. We will also evaluate traffic control requirements and special public impacts to residents and businesses. Site visits will occur prior to initial design and be ongoing throughout the final design.	N/A
2.4 Hydraulic Study	West Valley will review the current storm drain facilities and determine design peak flow and size proposed stormwater infrastructure to include storm drain pipe and catch basins.	
2.5 Review Geotechnical Report	Our geotechnical engineer, Miller Pacific, previously prepared a geotechnical report as part of the Pinon Trunk Sewer Capacity Improvements Project. West Valley will utilize this geotechnical information as part of the design.	Geotechnical Report w/soil boring logs.

TASK	OUR APPROACH	DELIVERABLE
2.6 Additional Topographic Survey	Our surveyor, Sandis, will obtain field topographic survey of the project limits, taking shots at 50' interval cross-sections, extending approximately 20 feet beyond the edge pavement to supplement the topographic survey previously performed as part of the Pinon Trunk Sewer Capacity Improvements Project. The existing right-of-way and parcel boundaries will not be surveyed, but will be included on base plans in their approximate locations as provided by the City.	Survey information incorporated into AutoCAD file.
2.7 Prepare Utility Basemap	West Valley will add utility information to the topographic survey basemap based on field investigation and utility maps/as-builts.	Utility mapping on base drawing based on utility maps.
2.8 Project Alternative Analysis Memorandum	West Valley will prepare a memorandum with project alternatives which will include estimated construction costs, construction impacts and mitigation measures, selection criteria and recommendations. This memorandum will incorporate American with Disability Act (ADA) requirements. Design shall not proceed until the preliminary alternative is approved.	Alternative Analysis Memorandum
2.9 Prepare Draft and Final Preliminary Design Report	West Valley will prepare a Draft and Final Preliminary Design Report detailing all design concepts, construction scheduling, sequencing, constraints and other items as needed to establish the parameters for final design. The Final report shall incorporate City comments from the Draft report. Design will comply with City, County and State standards and requirements.	Draft and Final Preliminary Design Report in PDF format
2.10 Environmental Documentation	West Valley will prepare documents as needed to support the City of Pinole compliance with Federal and State environmental regulations. It is expected that this project will be Categorically Exempt.	Supporting documents

TASK	OUR APPROACH	DELIVERABLE
2.11 Prepare Project Phasing and Traffic Management Plans	West Valley will prepare project phasing and traffic management plans to minimize construction impacts on Roble Ave, San Pablo Ave, and Pinon Rd.	Project Phasing and Traffic Management Plans
3.0 DESIGN		
3.1 Public Outreach/City Council Meetings	West Valley will prepare presentation materials and present them to the City Council detailing the project. Three presentations are assumed.	Presentation material
3.2 65% Design Plans	We will develop and submit 65% complete plans of the following: • Title Sheet • General notes, Abbreviations & Legends Sheet • Key Map • Typical Cross Sections • Layout and Grading Plan • Storm Drain Plans • Signing and Striping Plans • Details	65% Plans. (PDFs).
3.3 65% Construction Cost Estimate	We will prepare a 65% Construction Cost Estimate.	Electronic copy in Excel and PDF of 60% Construction Cost Estimate.
3.4 65% Specifications Outline	At the 65% design stage, West Valley will prepare outline contract documents for review and comment by City staff. The first specification submittal will be in outline format.	Draft outline special provisions (technical specifications) at the preliminary stage
3.5 Quality Control	Prior to the 65% design phase submittal, all plans and documents will be reviewed by West Valley's Quality Control Manager	N/A
3.6 95% Design Plans	West Valley will incorporate City's 65% comments into the package and prepare 95% plans with profiles.	95% Plans (PDFs).
3.7 95% Construction Cost Estimate	We will prepare a 95% Construction Cost Estimate.	Electronic copy in Excel and PDF of 95% Construction Cost Estimate.

TASK	OUR APPROACH	DELIVERABLE
3.8 95% Specifications	At the 95% complete stage we will prepare pre-final technical specifications. Technical specifications will be based upon City, County and Caltrans standard documents.	Electronic copy in Word and PDF of 95% Technical Specifications.
3.9 Constructability Review	West Valley's Operations department will perform a constructability review at the 95% Submittal. This effort will identify potential obstacles, risks and opportunities for cost savings situations before the project is built. Benefits of a constructability review includes avoid construction delays, minimizes change orders, lowers risk and lawsuits and improves quality of construction documents.	N/A
3.10 Quality Control	Prior to the 95% design phase submittal, all plans and documents will be reviewed by West Valley's Quality Control Manager	N/A
3.11 Final Project Plans	Upon receipt of the City's comments on the 95% plans, we will proceed to prepare the final plans.	Final Plans (DWGs and PDFs).
3.12 Final Construction Cost Estimate	We will prepare a Final Construction Cost Estimate.	Electronic copy in Excel and PDF of Final Construction Cost Estimate.
3.13 Final Specifications	Based upon City review comments at 95% stage, we will finalize the Technical Specifications.	Electronic copy in Word and PDF of Final Technical Specifications.
3.14 Quality Control	Prior to the final design phase submittal, all plans and documents will be reviewed by West Valley's Quality Control Manager	N/A
4.0 BIDDING AND CONSTRUCTION PHASE SERVICES		
4.1 Updating/Package Bidding and Contract Documents	West Valley will update and package the bidding and contract documents.	Updated Bidding and Contract Documents
4.2 Respond to Bidder Inquiries	West Valley will answer questions/inquiries from bidders through City staff during the advertising period. We will log questions and provide City with documented responses.	Log of questions received, and answers given for City to distribute, if appropriate.
4.3 Pre-Bid Conference and Job Site Tour	West Valley will attend and assist the City at the pre-bid conference and job site tour.	Minutes from pre-bid meeting.

TASK	OUR APPROACH	DELIVERABLE
4.4 Prepare Addenda	West Valley will prepare any required technical or design-related addenda for distribution by the City including updating/packaging bidding and contract documents (3 Addendas are assumed)	Addenda input for City's use in issuing any addenda.
4.5 Prepare Bid Tabulation Spreadsheet	West Valley will compile all bids submitted and prepare a bid tabulation spreadsheet of the bid results.	Bid Tabulation Spreadsheet in Excel format
4.6 Prepare Conformed Plans and Specifications	West Valley will compile all changes to the contract documents during the bidding phase and prepare a conformed set of plans highlighting all revisions.	Conformed Plans and Specifications in PDF format.
4.7 Attend Pre-Construction Meeting	Design team members will attend the pre-construction meeting scheduled by the City.	N/A.
4.8 Review Shop Drawings and Contractor Submittals	We will review all contractor submittals and make recommendations to the City. A log of submittal reviews and responses shall be provided to the City (10 submittals are assumed)	Written evaluation and submittal log and responses.
4.9 Substitution and Change Order Assistance	We will provide the City with the necessary documentation for change order processing and review all product substitutions.	Written response and recommendation for change orders.
4.10 Site Visits	We will make periodic or as-necessary site visits during construction to discuss construction progress and any required revisions to design. (4 site visits assumed)	Meeting notes, design revisions, if necessary.
4.11 Answer Contractor RFI's and Construction Manager Questions	We will respond to questions and Requests for Information (RFIs) as they come up during the construction phase of the project.	Written responses to questions.
4.12 Final Inspection and Punch List	West Valley will perform a final inspection and prepare "punch list" items for completion prior to final acceptance	"Punch List" items and Final Inspection input
4.13 Prepare Record Drawings	We will review prepare ACAD record drawings based on contractor and/or construction manager mark-ups.	Electronic copies of record drawings.

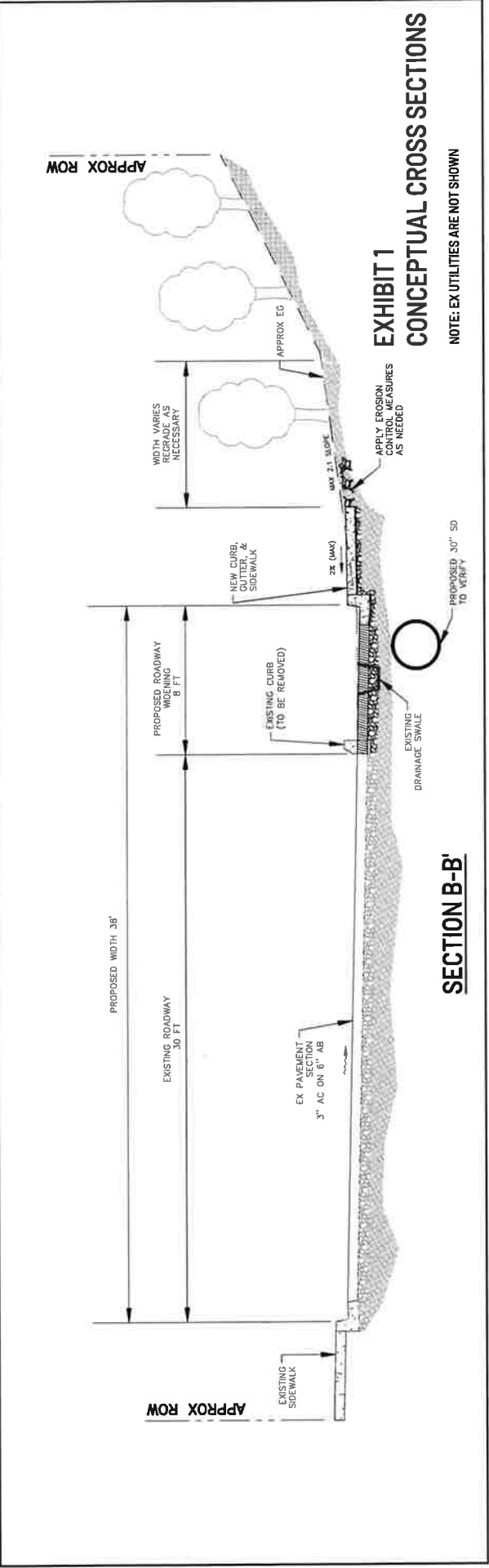
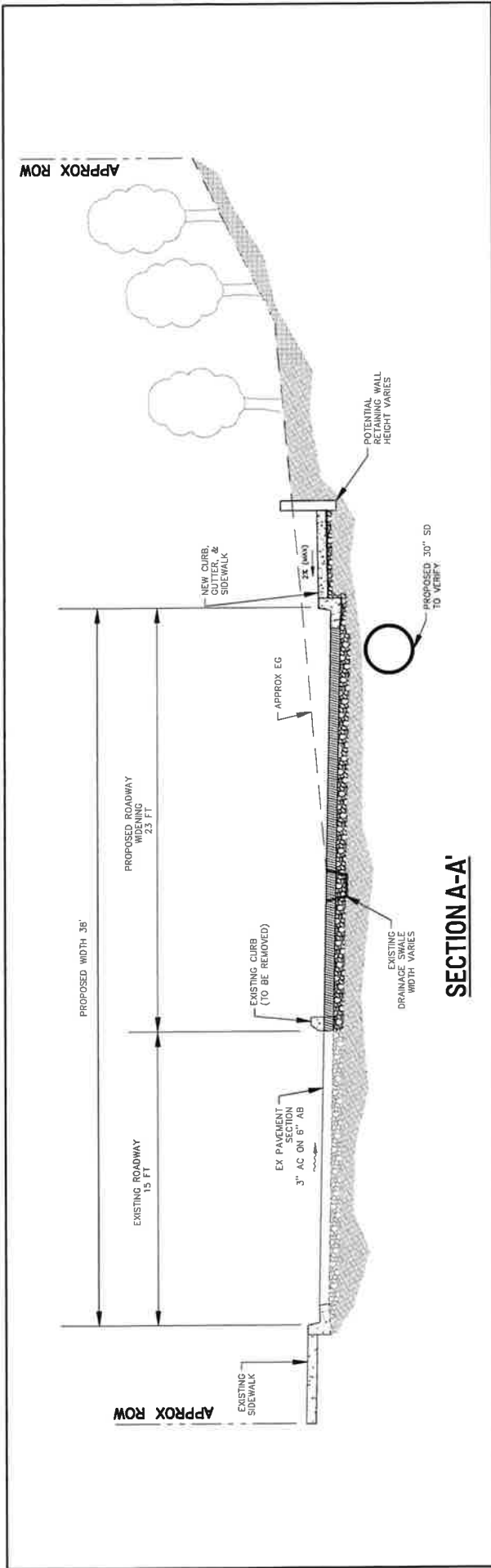


EXHIBIT 1 CONCEPTUAL CROSS SECTIONS

NOTE: EX UTILITIES ARE NOT SHOWN

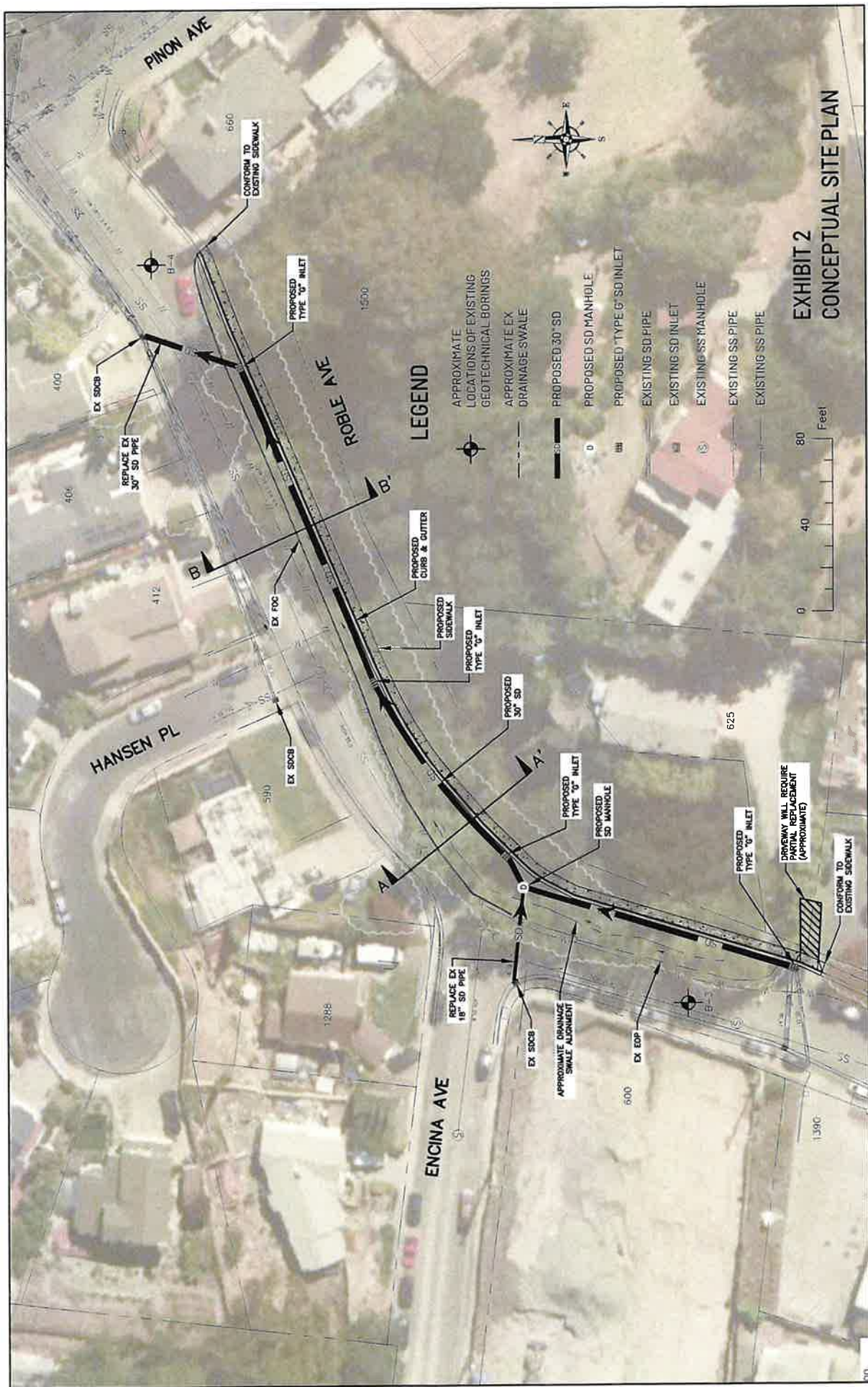
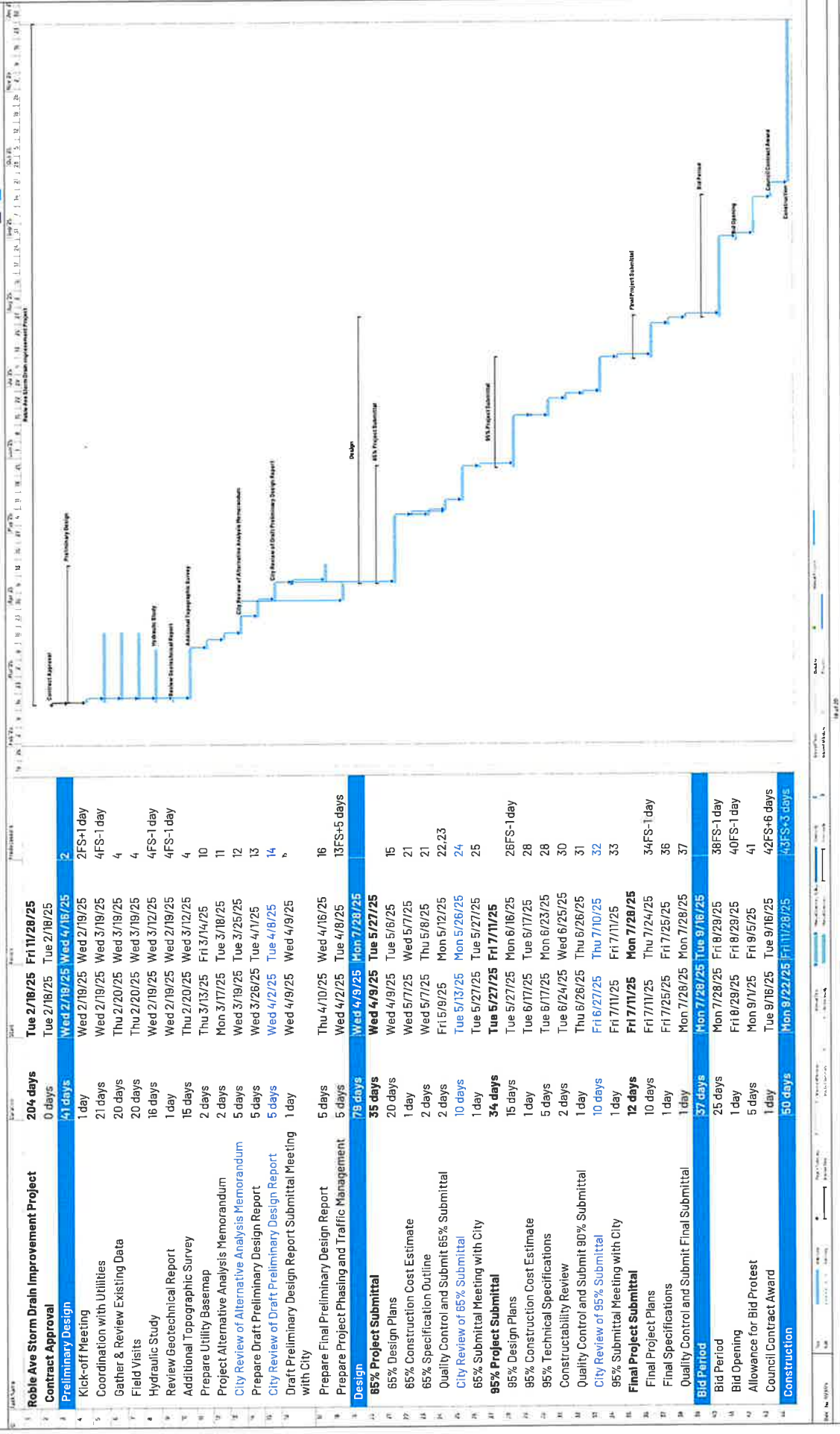


EXHIBIT 2
CONCEPTUAL SITE PLAN

5. SCHEDULE



6. Cost Proposal

Date: 1/23/2025

TASK, PHASE, DESCRIPTION	STAFF	Design Services					TOTALS
		Project Director	Project Manager	Project Engineer	Ops	Subs (w/10%)	
		HOURS	HOURS	HOURS	COSTS	COSTS	
1.0 PROJECT ADMINISTRATION							
1.1 Project Management: Invoicing, coordination with Subs		16	56	8			
1.2 Attend Kick-off Meeting and Submittal Meetings (Assume 4)		4	8	8			
1.3 Bi-weekly Check-in Meetings (Assume 12)			12	12			
SUBTOTAL HOURS		20	76	28			124
SUBTOTAL DOLLARS		\$5,200	\$17,480	\$4,760			\$27,440
2.0 PRELIMINARY DESIGN							
2.1 Coordination with Utilities				2			
2.2 Gather & Review Existing Data			2	8			
2.3 Field Visits			2	6			
2.4 Hydraulic Study			4	8			
2.5 Review Geotechnical Report			1	1			
2.6 Additional Topographic Survey			1	4		\$12,650	
2.7 Prepare Utility Basemap			1	2			
2.8 Project Alternative Analysis Memorandum			8	20			
2.9 Preliminary Design Report (Draft and Final)	1	8	16				
2.10 Environmental Documentation			4	8			
2.11 Project Phasing and Traffic Management Plans			6	16			
SUBTOTAL HOURS	1	37	81				128
SUBTOTAL DOLLARS		\$260	\$8,510	\$15,470	\$0	\$12,650	\$36,890
3.0 DESIGN							
A Public Outreach/City Council Meetings							
3.1 Public Outreach/City Council Meetings (3 assumed)		6	24	24			
SUBTOTAL HOURS		6	24	24			54
SUBTOTAL DOLLARS		\$1,560	\$5,520	\$4,080			\$11,160
B 65% Project Plans, Specifications and Estimate							
3.2 65% Design Plans			32	84			
3.3 65% Construction Cost Estimate			4	8			
3.4 65% Specifications Outline			8				
3.5 Quality Control	2						
SUBTOTAL HOURS	2	44	92				138
SUBTOTAL DOLLARS		\$520	\$10,120	\$15,640			\$26,280
C 95% Project Plans							
3.6 95% Project Plans			24	60			
3.7 95% Construction Cost Estimate			4	8			
3.8 95% Specifications			24	2			
3.9 Constructability Review					\$1,000		
3.10 Quality Control	2						
SUBTOTAL HOURS	2	52	70				124
SUBTOTAL DOLLARS		\$520	\$11,960	\$11,900	\$1,000	\$0	\$25,380
D Final Project Plans							
3.11 Final Project Plans			16	40			
3.12 Final Construction Cost Estimate			2	4			
3.13 Final Specification			16	2			
3.14 Quality Control	2						
SUBTOTAL HOURS	2	34	46				82
SUBTOTAL DOLLARS		\$520	\$7,820	\$7,820			\$16,160
Phase 1-3 Subtotal							\$143,310
4.0 BIDDING AND CONSTRUCTION PHASE SERVICES							
A Bid Phase Support Services							
4.1 Updating/Packaging Bidding and Contract Documents			4	8			
4.2 Respond to Bidder Inquiries			8	12			
4.3 Pre-Bid Conference and Job Site Tour			4	4			
4.4 Prepare Addenda			4	6			
4.5 Prepare Bid Tabulation Spreadsheet			2				
SUBTOTAL HOURS	0	22	30				52
SUBTOTAL DOLLARS	\$0	\$5,060	\$5,100				\$10,160
B Engineering Services During Construction							
4.6 Prepare Conformed Plans and Specifications			2	8			
4.7 Attend Pre-Construction Meeting			2	2			
4.8 Review Shop Drawings and Contractor Submittals (10 assumed)			12	20			
4.9 Substitution and Change Order Assistance			12	12			
4.10 Site Visits (4 assumed)			8	8			
4.11 Answer Contractor RFI's and Construction Manager Questions			12	10			
4.12 Final Inspection and Punch List			8	8			
4.13 Prepare Record Drawings			8	16			
SUBTOTAL HOURS	0	64	84				148
SUBTOTAL DOLLARS	\$0	\$14,720	\$14,280	\$0	\$0		\$29,000
A. WVCC HOURS AND COST							
HOURS PER POSITION		33	353	465			851
HOURLY RATE (TYPICAL)		\$260	\$230	\$170			
SUBTOTAL COST		\$8,580	\$81,190	\$79,050	\$1,000	\$12,650	\$182,470
B. TOTAL COST FOR TEAM (NOT-TO-EXCEED BASIS):							\$182,470

Superseded
by Exhibit A
-Final Cost
Proposal

ASSUMPTIONS UPON WHICH PROPOSAL IS BASED:

- Hours and fee for individual tasks are a guide; the total hours and cost for the project takes precedence.
- Hours and fee may be renegotiated if the project is delayed by factors beyond WVCC's control.
- Hours for additional design iterations are not included.
- Utilities will design their relocations, if any are needed.
- The number of budgeted meetings is indicated on the spreadsheet.
- City will provide Front End Specifications.
- City review comments will be presented to WVCC on one consolidated set of marked up documents.
- This estimate assumes preparation of one bid package.
- No property line boundary survey is included. Property lines and rights-of-way will be shown on plans as provided on Assessor's Parcel Maps.
- City will provide all relevant as-built information and other existing data, as needed for design.
- Significant redesign required due to changes made by City after 65% submittal review is subject to additional fee.
- City will coordinate with County/Title Company and provide relevant title reports and available maps, as needed.
- Printing of final documents will be by City (or WV at cost plus markup).
- Assumed number of drawings:

ROBLE AVE STORM DRAIN IMPROVEMENT PROJECT (SW2001)		
Anticipated Drawings	Scale	# of Sheets
Title Sheet, Key Map, Notes, Legend and Abbreviations	None	3
Cross Sections	1" = 20'	1
Roadway	1" = 20'	2
Storm Drain (Plan and Profile)	1" = 20'	2
Detail Sheets	Various	2
	Total	10

7. Conflict of Interest Statement

West Valley has no financial business or relationship with the City that may impact the outcome of the service contract. West Valley has no current clients that have financial interest in the outcome of this contract or the subsequent construction project. West Valley has no financial interest or relationship with any construction company that might submit a bid on the construction project. West Valley will not be submitting a bid for construction for this project.

8. Contract Agreement

The proposal terms herein shall remain in effect for one hundred and twenty (120) days following the date submitted.

9. Exceptions/Deviations

West Valley takes no exceptions to or deviations from the requirements of the RFP.

Appendix

- A. Resumes
- B. Cost Proposal Acknowledgement

DANIEL WILKINS, PE, QSD

PROFESSIONAL EXPERIENCE SUMMARY

- West Valley Construction
(March 2021 - current)
Project Manager/Engineering
Manager
- Harris & Associates
(August 2006 - February 2021)
Project Engineer/Project
Manager

EDUCATION

St. Mary's College of California
BS, Physics

LICENSES

Professional Civil Engineer, CA

AFFILIATIONS

- North Bay Engineers Club
- ASCE Golden Gate Branch
- American Public Works
Association
- North American Society for
Trenchless Technology
- Pipe Users Group

EXPERTISE

- Design-Build Management
- Water/Wastewater Treatment
and Conveyance Infrastructure
- Pipeline/Trenchless
Engineering

CERTIFICATIONS

- Qualified SWPP Developer
(QSD)
- PACP National Association of
Sewer Service Companies
(NASSCO)

OFFICE ADDRESS

1001 Galaxy Way, Suite 400
Concord, CA 94520

ENGINEER OF RECORD

Daniel Wilkins has over 19 years of experience performing design work for public works infrastructure projects including water pipeline replacement, sewer pipeline replacement, storm sewer pipeline replacement, site design, roadway design, and ADA curb ramps. As Engineer of Record, Daniel's responsibilities include overseeing internal resources, coordination with clients, managing subconsultants, tacking budget, reviewing schedules, and performing quality control.

RELEVANT EXPERIENCE

West Valley Construction Campbell Yard Sidewalk. Project Manager

This project replaced an old non-compliant sidewalk with a new ADA compliant sidewalk, installed a new ADA sidewalk, installed new PCC driveway, replaced storm drainage inlets, installed Rectangular Rapid Flashing Beacons, and installed new crosswalk with pedestrian push button. Challenges included relocating of existing communication vaults, meeting City expectations for new sidewalk, grading for new ADA compliant sidewalk and ramp, and large diameter trees.

- Responsible for oversight of the design, preparing the construction package, coordinating with the City to facilitate their expectations, obtaining the encroachment permit, coordinated with survey to prepare legal documents for new Public Sidewalk Easement and assisting in design services during construction.

West Valley Construction Redwood Yard Grading and Drainage Project. Project Manager

This project involved repaving the existing yard and installing new drainage features, including valley gutters and percolation inlets with overflow piping. Due to the site being extremely flat (existing grade <1.5%), it was a challenge regrading of the site to redirect flows.

- Responsible for oversight of the design, preparing the construction package, coordinating with our operations, and assisting in design services during construction.

DANIEL WILKINS RELEVANT EXPERIENCE (CONTINUED)

City of Pinole, SS-2201 Sanitary Sewer Rehabilitation Program. Project Manager

This \$5 million project includes upsizing of approximately 4,970 LF of existing gravity sewer from 8-12 inch diameters to 12-24 inch diameters. The purpose of this project is to alleviate the flooding that this system experiences during wet weather season. WVCC provided Engineering design services. Methods used to upgrade the sanitary sewer included open cut trenching, pipe bursting and pilot tube guided boring. Challenges include sewer upgrades crossing the BNSF railroad, having deep excavations, through a private easement with limited space and along a highly used arterial road (San Pablo Avenue).

- Provides oversight of the design, manages budget, tracks schedule to make sure all deadlines are met, subconsultant management, coordinates with the client

City of Watsonville Rail Trail Project. Project Manager

The Monterey Bay Sanctuary Scenic Trail (MBSST) Master Plan was created to establish a continuous alignment along the coast between multiple jurisdictions. Each jurisdiction was responsible for constructing portions of the trail that ran through their City/Town. This state funded project implemented Segment 18 of the MBSST network, which includes 1.2 miles of new multi-use paved path (Class I) along the railway owned by Santa Cruz County Regional Transportation Commission and operated by Progressive Rail. This trail included replacement of new paved trail, storm drain modifications, new post and wire fencing, masonry retaining walls, storm drainage improvements and new pedestrian railroad crossings

- Prepared the PS&E package, coordinated with subconsultants, managed budget and schedule, met with City regularly, coordinated with Progressive Rail, assisted the City with construction easement acquisition, and performed design services during construction.
- Regular meetings with the City to discuss design and provide status updates.

City of Concord, Downtown Sewer and Streetscape Project, Project Manager

This multi-year project involved replacement of approximately 27,000 LF of sewer mains, manholes and laterals by means of open trench and pipe bursting, roadway resurfacing by mill and overlay, ADA curb ramp installation, and roadway re-striping. Traffic control was a major component as this project was located in the busy Downtown area.

- Prepared PS&E package, coordinated with subconsultants, managed budget and schedule, performed quality control.

City of Mill Valley, Annual Street and Sewer Rehabilitation (2005-2012, 2015 and 2016), Project Engineer/Manager

The primary purpose of this project was to rehabilitate the roadways, upgrade the sanitary sewer system and improve circulation and safety for pedestrians, bicyclists, and vehicles through the downtown district. Street and intersection design were critical elements of the project, as well as ADA compliance. A transparent process with the community was an important part of this project.

- Prepared PS&E packages, coordinated with subconsultants, managed budget, tracking schedule, meeting with City regularly, facilitating community meetings to provide information on the project, facilitating meetings with the City's Design Advisory Committee, and performing design services during construction.

City of Mill Valley, Downtown Paving, Sidewalk and Utility Improvements. Project Engineer/Manager. The primary purpose of this project is to rehabilitate the roadways, upgrade the storm drain system by upsizing under-sized storm drain pipes, installation of new catch basins and improve circulation and safety for pedestrians, bicyclists, and vehicles through the downtown district. Street and intersection design were critical elements of the project, as well as ADA compliance. A transparent process with the community was an important part of this project. Daniel was responsible for preparing the construction packages, coordinating with subconsultants, managing budget, tracking schedule, meeting with City regularly, facilitating community meetings to provide information on the project, facilitating meetings with the City's Design Advisory Committee, and performing design services during construction.

DANIEL WILKINS RELEVANT EXPERIENCE (CONTINUED)

Marin County, Civic Center Drive Improvements. Project Engineer. This federally funded project consists of streetscape and widening work on Civic Center Drive and rehabilitation of the Veterans' Memorial Auditorium parking lot. Bicycle and pedestrian improvements consisted of new sidewalk, buffered bicycle lanes, cycle track, and roundabout. On this project, Daniel conducted field investigations, assisted in the design of streetscape improvements and in plan preparation.

City of San Rafael, Fourth Street/West End Village Revitalization. Project Engineer. This \$3.2 million, seven-block streetscape project included resurfacing of the roadway; removal and replacement of all curb, gutter, and sidewalk; increased accessibility to businesses; additions to the bicycle parking; the harvesting and replacement of street trees; and evaluation and upgrading of the storm drainage surface and underground systems and converted overhead lines to underground. Daniel conducted field investigations, prepared: plan sheets, grading sheets, street layouts, cross sections, construction staging plans, pavement rehabilitation plans, and prepared quantity take-offs for construction estimates.

City of San Rafael, ADA Curb Ramp Improvements. Project Engineer. This project included installation of approximately 175 curb ramps located throughout the City. Daniel conducted field investigations, performed studies of each individual site, prepared plan sheets in accordance with Marin County and Caltrans standards, designed new grades, and prepared quantity take-offs for construction estimates for the City's annual ADA curb ramp project.

City of Orinda, 2018-19 Pavement Rehabilitation Project. Project Engineer. This \$20 million project includes rehabilitating approximately 200 streets using methods such as Full Depth Reclamation (FDR), mill and overlay, and slurry seal. This project also included rehabilitation/replacement of existing storm drains by cured-in-place pipe (CIPP) and traditional open trench.

- Daniel conducted field investigations, reviewed storm drain CCTV to determine rehabilitation method and performed quality assurance/quality control of final plan sheets.

West Valley Construction Redwood City Yard Resurfacing Project. Project Manager

The WVCC Redwood Yard experienced severe drainage issues which caused ponding. This project regraded the yard and added drainage features such as valley gutters and percolation catch basins to alleviate the drainage issues.

- Oversaw the grading design, coordinated with internal operations, managed the engineering processes and provided quality control review.

San Jose Water Company (SJWC), Gish Road Station - Chloramine Management System Project. Project Engineer

The purpose of this project was to replace the existing hypochlorite water treatment system and install a new chloramine treatment system. This project includes demolition of the existing hypochlorite building, constructing a new Chloramine Management Systems building, pumps, and new above ground piping. This project also included regrading and paving of the existing site, installation of a new PCC sidewalk and storm drainage improvements on-site.

- Responsible for all civil components including drainage and paving, regrading, performing storm drainage calculations to size the LID basis, designing new sidewalk, sanitary sewer lateral design, site utilities, performing truck turn analysis and installing new entrances.
- Coordination with the City of San Jose in order to obtain multiple permits, including Conditional Use Permit, Grading and Drainage Permit, Offsite Permit and Building Permit.
- Prepared multiple packages in order to obtain all required permits.
- Collaborates with WVCC Operations to coordinate design, schedule, construction and procurement of long-lead time materials.

DANIEL WILKINS RELEVANT EXPERIENCE (CONTINUED)

San Jose Water Company (SJWC), Williams Road Station - Chloramine Management System Project. Design-Build. Project Engineer

This facility provides drinking water to approximately 45,000 water service connections. The purpose of this project was to remove the existing water treatment system utilizing chlorine and to upgrade the system by adopting chloramines for disinfection. This project includes demolition of the existing hypochlorite building, constructing two new Chloramine Management Systems buildings, chemical dosing, mixing, sampling, analyzing and discharging system, installing appurtenances and electrical components, regrading and paving of the existing site, new PCC sidewalk and driveways, fire truck turnaround, storm drainage improvements and new under and above ground piping.

- As Project Engineer, Daniel assisted in designing the sanitary sewer lateral system

California Water Service Co. (CWS) FY 2021 to present Design-Build Main Replacement Program (On-call Master Agreement). Project Manager. 6"-12".

This annual program replaces various watermain throughout the CWS service area which ranges from Chico to Bakersfield. Each site has unique challenges including working near schools, sites along arterial roads that require extensive traffic control, easement sites, connections to Asbestos Cement Pipe (ACP), temporary water service bypassing, transfer of services, expedited schedules due to City/County projects, removing/replacing waterlines in the same alignment when needed, large trees, sites within Caltrans right-of-way, railroad, creeks, and cement mortar lined and coated welded steel pipe.

- As Engineering Manager and Engineer of Record, Daniel is client point-of-contact, manages the engineering processes to make sure teams operate at optimum and efficient capacity and provide excellent customer service, oversees the design team to ensure project goals are met, ensures that deliverables maintain the desired level of quality and meet standards, manages budgets and schedules.
- Regular communication with CWS District managers to discuss updates, concerns, challenges and develop solutions.
- Ensures that design satisfies Division of Drinking Water (DDW) regulations.
- Collaborates with WVCC Operations to coordinate design, schedule, construction and procurement of long-lead time materials.
- Coordinates with various jurisdictions to make sure construction documents meet encroachment permit requirements.

JASMINE CUFFEE, PE, QSD

PROFESSIONAL EXPERIENCE SUMMARY

- West Valley Construction
(January 2020 - current)
Vice President of Engineering
- Harris & Associates
(March 1993 - January 2020)
Senior Director of Engineering

EDUCATION

University of California, Davis
BS, Civil Engineering

LICENSES

Professional Civil Engineer, CA
Professional Civil Engineer, NV

AFFILIATIONS

- North Bay Engineers Club,
President
- ASCE Golden Gate Branch
- American Public Works
Association
- North American Society for
Trenchless Technology
- Pipe Users Group

EXPERTISE

- Design-Build Management
- Water/Wastewater Treatment
and Conveyance Infrastructure
- Pipeline/Trenchless
Engineering

TRAINING

- Association of Bay Area
Governments: Sanitary Sewer
Overflow & Backup Prevention
- National Clay Pipe Institute:
Pilot Tube Microtunneling and
Static Pipe Bursting
- NASTT New Installation
Methods Good Practices

OFFICE ADDRESS

1001 Galaxy Way, Suite 400
Concord, CA 94520

ENGINEERING QUALITY CONTROL REVIEWER/PRINCIPAL ENGINEER

Jasmine Cuffee has over 30 years of experience in the design of various public works improvement projects specializing in site design, storm drain, water, reclaimed water, sanitary sewers, and roadway design with more than 20 years managing engineers. As Vice President of Engineering for West Valley, her responsibilities include overseeing the Engineering division; client relations; establishing/implementing quality control standards, processes, procedures, innovation, and tools; community relations; and coordination with various agencies. Her pipeline experience consists of various projects using traditional open cut and trenchless technology methods.

RELEVANT EXPERIENCE

City of Pinole, SS-2201 Sanitary Sewer Rehabilitation Program. Project Director

This project includes upsizing of approximately 4,970 LF of existing gravity sewer from 8-12 inch diameters to 12-24 inch diameters. The sewers identified in this project run along San Pablo Avenue (1,050 LF of ex 8-inch), Robles Avenue (740 LF of ex 8-inch), Pinon Avenue (1,500 LF of ex 8- to 10-inch), through an easement (520 LF of ex 12-inch) and along Orleans Avenue (1,160 LF of ex 8- to 15-inch). The purpose of this project is to alleviate the flooding that this system experiences during wet weather season. West Valley provided Engineering design services. Methods used to upgrade the sanitary sewer included open cut trenching, pipe bursting and pilot tube guided boring. Challenges include sewer upgrades crossing the BNSF railroad, having deep excavations, through a private easement with limited space and along a highly used arterial road (San Pablo Avenue).

- Responsible for Quality Control
- Made sure resources were available to meet deadlines
- Team oversight to ensure project goals and client expectations were met
- Attended client meetings

JASMINE CUFFEE RELEVANT EXPERIENCE (CONTINUED)

California Water Service Co. (CWS) FY 2021 to present Design-Build Main Replacement Program (On-call Master Agreement). Vice President. 6"-12".

This annual program replaces various watermain throughout the CWS service area which ranges from Chico to Bakersfield. Challenges include Division of Drinking Water approval, working near schools, sites along arterial roads that require extensive traffic control, easement sites, connections to Asbestos Cement Pipe (ACP), temporary water service bypassing, transfer of services, expedited schedules due to City/County projects, moratorium streets, removing/replacing waterlines in the same alignment when needed, large trees, sites within Caltrans right-of-way, railroad, creeks, and cement mortar lined and coated welded steel pipe.

- Provides resources, oversees managers and teams to ensure project goals are met
- Manages the engineering processes to make sure teams operate at optimum and efficient capacity
- Make sure that engineers maintain the desired level of quality and standards and provide good customer service, manage budgets and schedules
- Regular communication with MRP Program manager and Executive team to discuss updates, concerns and challenges and develop solutions.

City of Mill Valley, Downtown Paving, Sidewalk and Utility Improvements. Project Manager.

The primary purpose of this project was to rehabilitate the roadways, upgrade the sanitary sewer system and improve circulation and safety for pedestrians, bicyclists and vehicles through the downtown district.

Street and intersection design are critical elements of the project, as well as ADA compliance. A transparent process with the community is an important part of this project. Ms. Cuffee was the point-of-contact for the City and provided oversight of staff and subconsultants (geotechnical engineers, topographic, pavement engineers, traffic engineers and utility locating surveyors). She manages the budget and schedule, attends meetings with the City and community and provides quality control of the preparation of PS&E.

Marin County, Civic Center Drive Improvements and Veterans Memorial Auditorium (VMA) Parking Lot. Project Manager

Project consists of streetscape and widening work on Civic Center Drive and rehabilitation of the VMA parking lot in anticipation of the new SMART station and Farmer's Market. The new amenities included cycle track and Class II bike paths, sidewalks, round-a-bout, ADA pedestrian circulation around the Civic Center campus and to the Sonoma Marin Area Rail Transit station and lighting. Jasmine was responsible for the preparation of the final design package and managed a team of in-house staff and subconsultants including landscape, traffic, environmental, geotechnical, and survey.

- Coordinated with a large stakeholder group, including SMART, the Farmer's market, various transit agencies, the County, San Rafael, local environmental groups, and the public at large.
- Jasmine and her team provided several design options, as well as alternative cost estimates, to give the County the best available path forward given available funding.
- Coordinated with the County, City of San Rafael, SMART, Marin Transit, and Caltrans.
- Assisted the City with federal funding documents, attended meetings with stakeholders, and was responsible for tracking budget, schedule and scope.

City of Mill Valley 2007, 2008, 2009, 2010 and 2011 Streets and Sewer Rehabilitation Projects. Project Manager.

Ms. Cuffee responsibility included leading a team of in-house engineers, geotechnical engineers, pavement engineers, and pipeline CCTV inspection and surveying subconsultants for the design of these projects. Her role included being the day-to-day contact with the City, managing the schedule and budget to ensure

JASMINE CUFFEE RELEVANT EXPERIENCE (CONTINUED)

that they are on track, monitoring and controlling the quality of the bid documents, and addressing the needs and concerns of the residents.

Tasks for this project included preparing plans, specifications and bid documents, and provided construction management and inspection services for the 2007, 2008, 2009, 2010 and 2011 Streets & Sanitary Sewer Rehabilitation Projects (construction costs ranging from \$1.5 to 2.1 million). The scope included meeting with the client and residents; evaluation of pavement, slides, storm drain; preparing conceptual estimates to determine whether City's budgets were sufficient; development and maintenance of project website; site investigations; and utility coordination.

Jasmine and her team worked closely with the City to ensure the neighbors were informed about this project and their concerns were addressed. Community relations activities was performed by attending a community meeting to discuss project details, writing letters to residents, addressing concerns from the residents on the construction documents, and creating/maintaining a website to inform residents about project status. Traffic control plans were to provide the contractor guidance in trying to minimize impact to the residents as much as possible. Access during construction was a huge challenge on these projects because many of the streets are curvy, narrow and in some areas only have enough room for access of a single vehicle.

Below are descriptions of the different elements of the projects:

- **Storm Drain Improvements.** For the storm drain improvements, work involved closed-circuit televising and condition evaluation of the existing storm drain pipes. Construction documents were prepared to address the storm drainage problems. The improvements included: upgrading under-sized storm drain pipe and, installation of new pipes, catch basins and gallery inlets, PCC v-ditch, swales, and PCC headwalls.
- **Pavement Rehabilitation.** Work involved pavement testing to determine alternatives for rehabilitation, preparing a Cost/Benefit Analysis of rehabilitation methods to determine preferred methods and preparing construction documents for roadway pavement rehabilitation. Methods used for pavement rehabilitation or maintenance included: Pulverize-in-place, Reconstruction, Mill and Overlay, Full-Depth Rehabilitation, Overlay, Slurry Seal, Crack Seal, installing shoulder backing, installing fiberglass/polyester interlayer paving mats, base repairs, adjusting utilities, reinstalling pavement striping and markings, and replacing AC dikes. In addition to pavement rehabilitation, new ADA-compliant curb ramps and new sidewalks were installed. Some of the streets that received pavement rehabilitation included: Miller Ave, Cornelia Ave, Bolsa Ave, Elma St, Ashford Ave, Buena Vista Ave, Roque Moraes Ave, Vista Linda Drive, Ethel Ave, Coronet Ave and Crown Ave.
- **Roadway Stabilization.** Another major component of this project was to address slide and settlement issues. Geotechnical investigation was performed to determine the areas that require hillside/roadway stabilization improvements. Roadway stabilization improvements include: installing 18"Ø drilled-piers and grade beam walls (ranging 13'-18' deep), soldier pile walls, retaining walls and decreasing saturation from hillside by means of drainage improvements.

Some of the areas that received roadway stabilization improvements include: Bolsa, Buena Vista, Cornelia, Ethel, Crown Court, Rose
- **Roadway Widening.** As part of these projects, narrow roads were widened to allow for improved fire truck access. Coordination with Fire Department was performed to ensure their needs were met for truck access.

JASMINE CUFFEE RELEVANT EXPERIENCE (CONTINUED)

City of San Rafael, Fourth Street/West End Revitalization Project. Project Manager. Ms. Cuffee served as the manager and day-to-day contact for the City, directing the project team and subconsultants and coordinating the work with other agencies and stakeholders. This \$3.2 million, seven-block streetscape project included resurfacing of the roadway; removal and replacement of all curb, gutter, and sidewalk; increased accessibility to businesses; additions to the bicycle parking; the harvesting and replacement of street trees; and evaluation and upgrading of the storm drainage surface and underground systems and converted overhead lines to underground. Ms. Cuffee's role included keeping the project's budget and schedule on track and managing in-house staff and subconsultants. The team included landscape architects, geotechnical engineers, pipeline TV inspectors, surveyors, aerial topography surveyors and electrical engineers. She was also responsible for coordinating this project with the proposed waterline and sanitary sewer improvements handled by the Marin Municipal Water District and San Rafael Sanitation District, respectively. In addition, Ms. Cuffee performed public outreach by attending public workshop meetings and meeting with merchants and residents one-on-one.

Town of Tiburon, Mar West Street Rehabilitation. Project Manager. Ms. Cuffee managed a team of design engineers, geotechnical engineers, and surveyors for design services starting from preliminary design through construction for the Mar West Street Rehabilitation project. This federally funded project included: rehabilitation of street pavement along Mar West between Tiburon Boulevard and Paradise Drive; remediation of approximately 240 LF of hillside settlement located along Mar West; construction of a four-foot-wide asphalt concrete path that will run parallel with and adjacent to Mar West Street; and adjustment of the street grades at the Tiburon Peninsula Club to conform to the recently constructed curb and gutter. This project also included drainage improvements, such as installation of storm drain pipes, inlets, headwall, trash rack, and a rip-rap v-ditch.

City of San Rafael, 2008 ADA Curb Ramp Project. Project Manager. Ms. Cuffee led the team in the preparation of construction documents for the installation of 75 curb ramps throughout the City. The project involved surveying each site, preparation of individual site plans, development of details, and preparation of specifications and cost estimates which complied with ADA and Caltrans standards. Improvements included new curb, gutter, sidewalk, ramps, relocation of drainage facilities, signage, and striping.

Town of Tiburon, 2004 Capital Improvements Project. Project Manager. Ms. Cuffee was responsible for overall project oversight for various improvements throughout the Town of Tiburon. The project included construction of roadway and storm drain improvements in public ROW and private properties with limited access. Improvements include new sidewalk, curb and gutter, asphalt berms, and hillside slope stability improvements. Involvement and input from residents, Caltrans, City of Belvedere, and other agencies were required for approval of proposed work.

City of Suisun City, Rail Station Parking Lot Improvements. Project Manager. Ms. Cuffee led a team of geotechnical engineers, surveyors, design engineers, landscape architects, technicians, and administrative assistants for design of a \$600,000 expansion of an existing park and ride facility on Caltrans Right-of-Way.

2.35-acre parcel. The project included preparation of plat and legal description, grading, drainage, lighting, irrigation/landscaping, AC pavement, striping, curb and gutter, sidewalk and pedestrian ramps. Design complies with City and Caltrans standards and NPDES Phase 2 regulations.

City of El Cerrito, Storm Drainage Repair Program. Project Engineer

Ms. Cuffee was responsible for PS&E packages for 60 sites with storm drain deficiencies located throughout the City. Ms. Cuffee was responsible for evaluating and finding remedies. She prepared PS&E packages for 5 different phases. Challenges included working in private property, utilities coordination, working near schools, working in Caltrans Right-of-Way, arterial roads.

JASMINE CUFFEE RELEVANT EXPERIENCE (CONTINUED)

City of Albany, Solano Avenue Reconstruction and Streetscape. Project Engineer. Ms. Cuffee was responsible for design and preparing construction plans for the new storm drain system. The project included challenges in grading and drainage due to installation of curb bulb-outs, conforming to existing buildings with floor elevations lower than the street grades, an existing concrete slab running below mid-section of existing street, and extensive coordination with existing utilities.

City of Concord, Concord Community Park. Project Engineer. Ms. Cuffee prepared PS&E for providing storm drainage improvements at the Concord Community Park, which has experienced flooding problems. The proposed improvements include: grading, installing new inlets, adding pipes, and replacing existing ground surfacing. Horizontal directional drilling was used to install 350 LF of plastic storm drain pipe to avoid impact on the existing park amenities, such as, playground structures, trees, and concrete paths.

City of Alameda, Storm Drainage Facilities Rehabilitation and Repair. Project Engineer. Ms. Cuffee was responsible for evaluating and finding remedies for 35 sites with storm drain deficiencies located throughout the City. She prepared a report for the City containing field observations, hydraulic calculations, recommendations for correcting storm drain problems, and a prioritization list of sites. The sites were prioritized based on several factors including cost effectiveness, legal claims, site risk, and number of properties impacted.

City of Piedmont, Various Projects. Project Engineer. Ms. Cuffee was responsible for preparing design packages for miscellaneous improvement projects located throughout the City. The projects included storm drain and sewer improvements, park improvements, curb and gutter and sidewalk replacement, and handicap ramps installation at 25 sites.

JOSEPH CAMADDO, EIT

PROFESSIONAL EXPERIENCE SUMMARY

- West Valley Construction
(July 2023 – current)
Assistant Engineer
- City of Pittsburg
(December 2019 – December
2022)
Assistant Engineer

EDUCATION

University of California,
Merced
BS, Environmental Engineering

AFFILIATIONS

- Pipe Users Group

EXPERTISE

- Water/Sewer/Stormwater
Infrastructure
- Stormwater management
- Construction Inspection
- Autocad/Civil 3D
- ArcGIS
- Street Improvements
- Pipeline/Trenchless
Engineering

OFFICE ADDRESS

1001 Galaxy Way, Suite 400
Concord, CA 94520

PROJECT ENGINEER

Joseph Camaddo has 5 years of engineering experience working in both public and private sectors. He has experience reviewing plans and performing construction inspections for development and public utility projects. He is experienced with the municipal regional stormwater NPDES permit (MRP) and supported the City of Pittsburg's clean water program. His current responsibilities include preparing plans, details, exhibits, and cost estimates for water and sewer replacement projects.

RELEVANT EXPERIENCE

City of Pittsburg Living Green Trail. Assistant Engineer

Through the Caltrans Clean CA grant program, the city built a linear park to connect pedestrians to the current trail system and provide stormwater treatment.

- Spearheaded efforts to secure a Caltrans grant for the construction of a green infrastructure project that will serve as a linear trail for the residents of Pittsburg.
- Provided conceptual designs and exhibits using ArcGIS and calculated construction estimates.
- Surveyed residents and performed community outreach to inform and incorporate feedback from the community.
- Ensured compliance with Caltrans and State requirements for grant funded projects.
- Drafted reports and procurement documents for city council approval.

City of Pittsburg Clean Water Program. Assistant Engineer

The Clean Water program ensures the city complies with the NPDES permit through the enforcement and implementation of various permit provisions.

- Reviewed stormwater control plans and ensured citywide compliance to the Municipal Regional Permit by conducting regular and rainy season construction site inspections.
- Developed SWPPs for various corporation yards around the city and trained municipal staff on proper BMP implementation and inspections.
- Implemented permit provisions including planning green infrastructure improvements, monitoring and enforcing city ordinances for trash load reduction and pollutant controls.

JOSEPH CAMADDO RELEVANT EXPERIENCE (CONTINUED)

- Monitored development and business compliance with the construction stormwater general permit and industrial general permit.
- Attended regional clean water program meetings to coordinate efforts with different municipalities for compliance with key provisions of the stormwater permit.

City of Pittsburg Development. Assistant Engineer

The Development division oversees private development throughout the city, including utility work and residential improvements.

- Reviewed improvement plans and submittals for development projects and general encroachment permits.
- Inspected storm, sewer, and water construction projects for compliance with city standards.
- Inspected small development projects through all phases of construction including pavement and restoration.
- Coordinated field walks and meetings with developers, construction crews, public works, and residents.

California Water Service Co. (CWS) FY 2023 to present Design-Build Main Replacement Program (On-call Master Agreement). Project Engineer. 6"-12".

This annual program replaces various watermain throughout the CWS service area which ranges from Chico to Bakersfield. Each site has unique challenges including working near schools, sites along arterial roads that require extensive traffic control, easement sites, connections to Asbestos Cement Pipe (ACP), temporary water service bypassing, transfer of services, expedited schedules due to City/County projects, removing/replacing waterlines in the same alignment when needed, large trees, sites within Caltrans right-of-way, railroad, creeks, and cement mortar lined and coated welded steel pipe.

- As Project Engineer, Joseph prepares plans and exhibits for the construction of water pipelines.
- He coordinates with clients, operations during all phases of design to ensure conflicts and delays are minimized.
- Regularly communicates with CWS District managers to discuss updates, concerns, challenges and develop solutions.
- Ensures that design satisfies Division of Drinking Water (DDW) regulations and adheres to local standards.
- Performs field work and walkthroughs with clients and Operations to ensure thorough final plans.

Ross Valley Sanitary District, FY24/25 Gravity Sewer Rehabilitation. Project Engineer

This \$4.6 million project will replace and install a total of 2.8 miles of new gravity sanitary sewer pipelines with new 8-inch diameter pipes. Existing pipes consist mostly of existing 6-in diameter pipes, but with a few 4 and 8-inch diameter pipes. The primary methods used to replace the sewers include pipe reaming, pipe bursting and open cut. Challenges include sewer upgrades through private easements, narrow, windy streets, working near schools, large trees, and major arterial corridors, such as Sir Francis Drake Blvd. This project includes sites that are in San Anselmo, Kentfield, Ross and Fairfax. Coordination with the various agencies is critical for a successful project.

- Prepares plans and ensures the design meets all relevant codes, standards, and regulations.
- Prepares cost estimates for materials, labor, and equipment.
- Reviews CCTV footage and provides recommendations on replacement methods based on condition and constraints.
- Attends coordination meetings with clients and performs fieldwork as necessary to assist in design.

DARREN PHELPS

VICE PRESIDENT OF OPERATIONS

PROFESSIONAL EXPERIENCE SUMMARY

- West Valley Construction
(January 2019 - current)
Vice President of Engineering

(2013-2019)
Asst VP Operations Southern &
Northern California
- HMcGuire and Hester
Construction
(2011-2013)
Sr. Underground Estimator
(2001-2008)
Sr. Project Manager/Estimator
- D.W. Young Construction Co.,
Inc.
(2008-2011)
Operations Manager
(1995-2000)
Project Manager
- Mountain Cascade
Construction
(2000-2001)
Project Manager

EDUCATION

Chico State University
BS Business Administration
Minor in Economics, 1994

AFFILIATIONS

UCON - United Contractors

OFFICE ADDRESS

1001 Galaxy Way, Suite 400
Concord, CA 94520

CONSTRUCTABILITY REVIEW

Mr. Phelps has over 28 years of experience in underground, mechanical and concrete structures construction and has managed high-profile projects requiring great attention to public safety and schedule deadline completion.

He has particular expertise with managing projects with multi-phasing and complex subcontracting. He has bid and managed numerous sanitary sewer, water, jet fuel, storm drain and micro-tunneling projects throughout Northern California ranging in project value between \$5M to \$35M.

RELEVANT EXPERIENCE

City of Pinole, SS-2201 Sanitary Sewer Rehabilitation Program. CONSTRUCTABILITY REVIEW

This project includes upsizing of approximately 4,970 LF of existing gravity sewer from 8-12 inch diameters to 12-24 inch diameters. The sewers identified in this project run along San Pablo Avenue (1,050 LF of ex 8-inch), Robles Avenue (740 LF of ex 8-inch), Pinon Avenue (1,500 LF of ex 8- to 10-inch), through an easement (520 LF of ex 12-inch) and along Orleans Avenue (1,160 LF of ex 8- to 15-inch). The purpose of this project is to alleviate the flooding that this system experiences during wet weather season. West Valley provided Engineering design services. Methods used to upgrade the sanitary sewer included open cut trenching, pipe bursting and pilot tube guided boring. Challenges include sewer upgrades crossing the BNSF railroad, having deep excavations, through a private easement with limited space and along a highly used arterial road (San Pablo Avenue).

- Responsible for constructability review
- Visited site with City and West Valley engineering to discuss construction challenges with railroad crossing and tight easement corridor between two homes an Orleans Drive
- Helped developed alternatives for construction challenges

DARREN PHELPS RELEVANT EXPERIENCE (CONTINUED)

Vice President Operations, West Valley Construction (2013 – present)

Responsible for Southern and Northern Valley operations including Chico, Stockton, Fresno, Visalia and Bakersfield. Oversee Division Managers who are responsible for underground contracts for water, sewer, storm, and gas; provide estimating and technical expertise for projects throughout the company.

Sr. Underground Estimator, McGuire and Hester Construction (2011-2013)

Responsible for estimating (public and private) underground pipeline and structures projects ranging in size from \$500K to \$40M. Daily responsibilities included: reviewing plans and managing take-off department, interaction and communication with owners, assembling costs and budgets, scheduling and schedule of values, reviewing estimates, building proposals, design build participation with other large general contractors and reviewing awarded projects with management team.

Operations Manager/Project Manager, D.W. Young Construction Co., Inc. (2008-2011 and 1995-2000)

Manage daily operations including: field personnel, contacts management, contract/change order negotiation, estimating, progress billings, RFI's/RFP's scheduling, materials procurement, project documentation and closeout.

Project Manager/Estimator, McGuire and Hester Construction (2001-2008)

Estimated managed construction of: welded steel pipelines, sanitary sewers, pump stations, storm drain systems, HDPE pipelines, microtunnel installations (including shaft installation and removal and in-situ soil improvement measures).

Project Manager, Mountain Cascade Construction (2000-2001)

Managed multiple concurrent projects up to \$15M.

Chris Cintean, PLS Topographic Surveyor

Expertise

Land surveying

Education

Associates of Arts, San
Joaquin Delta College and
San Jose Evergreen Valley
College

Licenses

Professional Land Surveyor
CA #8941

Chris has 18 years of experience in land surveying and has worked with both the public and private sectors. Chris' expertise is enhanced by his wealth of experience in the preparation of boundary and topographic surveys. His background includes an extensive knowledge and expertise in boundary identification/validation; post data collection processes; preparation of calculations; preservation of project field control; maintaining documentation i.e. reports, project plans, specifications, and as-builts; and managing project budget and change orders.

RELEVANT EXPERIENCE

City of Pinole Pinon Trunk Sewer Capacity Project. Surveying Services. Project Manager.

- Provides detailed topographic surveys for sewer improvements project..

San Francisco Public Works. On-Call Surveying Services. Project Manager.

- Provides detailed topographic surveys, boundary surveys, utility surveys, and 3D scanning to the city.

Santa Clara Valley Water District. On-Call Surveying Services. Project Manager.

- Provides detailed topographic surveys, monitoring, miles of cross-section surveys, 3D laser scanning, and as-built surveys
- Provided services for waterways, roadways, bridges, dams and reservoirs

City of San Jose. Master Services Agreement. Project Manager.

- Providing comprehensive civil engineering and surveying services to the city on an as-needed basis
- Provided topographic surveys for various projects including Happy Hollow Park and Zoo.

San Jose Water Company. On-Call Surveying Services. Project Manager.

- Provided surveying services for multiple sites, pipelines, and stations as part of an on-call contract
- Extensive topographic and right-of-way surveying for numerous locations
- Services also included utility locating, field surveying, and office drafting of our field work

APPENDIX B - COST PROPOSAL

Enter below the proposed not-to-exceed amount for providing services as described in the Scope of Work.

Not to Exceed Amount: \$182,470.00

Superseded by
Exhibit A - Final
Cost
Proposal

Include details in the proposal to show the breakdown of the not-to exceed amount and provide hourly rate sheets as necessary.

1. I agree to submit monthly invoices and NET 30 payment terms.
2. This proposal shall remain firm for 120 days from the date of proposal.

NAME OF PROPOSER

West Valley Construction

ADDRESS

1001 Galaxy Way Suite 400, Concord, CA 94520

TELEPHONE

925-440-1703

SIGNATURE OF PERSON
AUTHORIZED TO BIND PROPOSER



NAME AND TITLE

Vice President of Engineering

DATE SIGNED

January 23, 2025



March 24, 2025

Jasmine Cuffee
Vice President, Engineering
West Valley Construction
1001 Galaxy Way, Suite 400
Concord, California 94520

PROPOSAL TO PROVIDE TECHNICAL STUDIES, CEQA DOCUMENTATION, AND RESOURCE AGENCY PERMITTING FOR THE ROBLE AVENUE STORM DRAIN IMPROVEMENTS PROJECT IN PINOLE, CALIFORNIA

Dear Ms. Cuffee:

Thank you for inviting Harris & Associates (Harris) to submit a proposal to prepare technical studies, California Environmental Quality Act (CEQA) documentation, and resource agency permitting applications to West Valley Construction (WVC) for the Roble Avenue Storm Drain Improvements Project (project) in the City of Pinole (City), California. The proposed scope of work and cost to provide these services is based on communications with you on March 18, 2025.

PROJECT UNDERSTANDING

The City is responsible for maintaining a storm drain, the roadway, and associated sidewalk infrastructure along Roble Avenue. The existing storm drain ditch along Roble Avenue between Pinon and San Pablo Avenues experiences minor flooding during heavy storm events. Additionally, the roadway is narrow and has a sidewalk on one side. The City proposes to widen this section of Roble Avenue and add a sidewalk to improve traffic flow and enhance American's with Disabilities Act compliant pedestrian sidewalks and safety. As part of these improvements, the project would replace approximately 450 linear feet of an existing storm drain ditch with new piping, widen the existing roadway, and install new sidewalk. No new right of way would be acquired.

WVC has been contracted by the City to provide engineering services. Harris understands that it will be necessary to not only assess the project to determine the appropriate level of action under CEQA (which is anticipated to be either a Categorical Exemption or an Initial Study), but to prepare and submit resource agency permit applications.

SCOPE OF SERVICES

This scope of work for the project includes developing a project description, conducting biological and aquatic technical studies, and then determining the appropriate CEQA documentation and resource agency permitting. Harris will first explore the use of a Categorical Exemption from CEQA. If use of a Categorical Exemption can be supported, Harris will prepare a Notice of Exemption with supporting memorandum. If use of a Categorical Exemption cannot be supported, Harris will prepare an Initial Study/Mitigated Negative Declaration in compliance with the CEQA Guidelines. From desktop reviews, Harris assumes that the aquatic resource present is potentially jurisdictional under federal and state law but is not subject to Clean Water Act Section 404 permitting.

Task 1. Biological Resources Reconnaissance Survey and Constraints Analysis Memorandum

Task 2.1 Biological Resources Reconnaissance Survey

Before conducting the biological reconnaissance survey and habitat assessment, Harris will review project information and accessible reports that have been previously prepared for projects on or directly adjacent to the project site. Harris will review background information and previous biological reports prepared for projects within or surrounding the project site. Data reviewed will also include databases such as the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database, US Fish and Wildlife Service Information for Planning and Consultation species records, the California Native Plant Society's Inventory of Rare and Endangered Plants of California (online edition), and the National Wetlands Inventory. In addition, U.S. Department of Agriculture Natural Resources Conservation Service soil survey data and historical aerial maps will be reviewed.

One Harris biologist will conduct a one-day biological reconnaissance survey and habitat assessment for special status wildlife and plants identified during the literature review and any other searches that may have potential to occur. Vegetation community and land-cover type mapping will be conducted within the project area plus a 100-foot buffer radius around the project (survey area). The special-status species with potential for occurrence (those for which suitable habitat occurs on the project site) will be categorized as having high, moderate, or low potential. During the habitat assessment, the Harris biologist will map any incidental observations of sensitive plants and wildlife. By assessing the entire project site plus a 100-foot survey buffer (herein referred to as the survey area), the biologist will be able to determine the potential direct and indirect impacts associated with the proposed project. Delineation of vegetation community and land cover boundaries will follow the Manual of California Vegetation.

A list of plant and wildlife species that were observed or detected during the habitat assessment will be recorded. Vegetation community boundaries and sensitive resource locations will be mapped using sub-meter accuracy Global Positioning System (GPS) technology and transferred into the project-specific geographic information system (GIS) database. Data collected, photographs, mapped vegetation communities, and sensitive resource locations in GIS format will be shared with the applicant as requested. The resulting maps will form the baseline for the Biological Resources Constraints Analysis Memorandum.

Task 2.2 Biological Resources Constraints Analysis Memorandum

Following completion of the habitat assessment and vegetation mapping, the Harris team will prepare a Biological Resources Constraints Analysis Memorandum. The Memorandum will detail the methods and results of the habitat assessment, document applicable regulations, summarize the existing biological conditions of the site including potential for sensitive species to occur, and summarize potential constraints. The Memorandum will provide an assessment of the vegetation communities/habitats in the survey area, including those that may be sensitive. The report will include figures and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in digital/GIS format. Field maps, and other pertinent information will be included as attachments as required by standard procedures. The maps in the report will show the vegetation communities on the property, survey area and results, and any sensitive species or habitat identified on the property.

A draft version of the Memorandum will be submitted within four weeks following the completion of fieldwork. The Harris team will make one set of revisions to the Memorandum based on comments from WVC and the City.

Deliverables: Draft and final versions of the Biological Resources Constraints Analysis Memorandum as Microsoft Word and PDF files only. The draft version of the Memorandum can be submitted within 4 weeks of the site visit. The final constraints analysis can be submitted within 2 weeks of receiving draft comments from WVC and the City.

Task 2. Aquatic Resources Delineation Report

In support of pre-project activities, potentially jurisdictional aquatic resources will be delineated the same day as the biological resources reconnaissance survey. The formal ARD will determine the boundary of potentially jurisdictional

resources to be evaluated under Sections 404 and 401 of the Clean Water Act (CWA), Porter-Cologne Act, and California Fish and Game Code (CFG), Sections 1600–1607. The survey area will include the project site and a 20-foot buffer.

Aquatic resources data collected will be in accordance with the U.S. Army Corps of Engineers (USACE) ordinary high water mark guidance, Regional Water Quality Control Board (RWQCB) codes, California Department of Fish and Wildlife (CDFW) standard protocols, and CFG. Three-parameter wetland information will be collected where wetland conditions are suspected, consistent with wetland delineation manuals and supplements. The current delineation manuals and guidance documents include the following:

- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (2008)
- Updated Datasheet for the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (2010)
- A Guide to Ordinary High Water Mark Delineation for Non-Perennial Streams in the Arid West Region of the United States (2014)
- Corps of Engineers Wetlands Delineation Manual (1987)
- Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (Version 2.0) (2008)
- Field Indicators of Hydric Soils in the United States: A Guide for Identifying and Delineating Hydric Soils, Version 7.0 (2010)
- Arid West Regional Wetland Plant List (2016 or subsequent updates)
- A Field Guide to Lake and Streambed Alteration Agreements California Fish and Game Code, Sections 1600–1607
- Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE Public Notice, March 16, 2017)

Aquatic features in the survey area that could be regulated by USACE, RWQCB, or CDFW will be mapped using sub-meter accuracy GPS technology. Field mapping will include the stream centerline, streambed widths, top of channel banks, extent of riparian canopy, and boundary of any wetland features observed. Streambed widths will be based on the evidence of ordinary high-water marks observed during the field survey. In addition, each drainage will be evaluated for the presence or absence of sediment deposits, litter or debris, water stains, soil shelving, or exposed roots indicating active hydrology within the channel. Streambed widths and other lateral limits of jurisdiction will be measured and recorded in the GPS units or on a map for later digitization. The extent of associated riparian habitat will be based on the extent of the canopy of the riparian community within the feature. Bank-to-bank width measurements will also be taken and used as a measure of CDFW jurisdictional boundary where features lack riparian vegetation. Feature characteristics and measurements will be recorded directly into the data dictionary in the GPS unit if possible. Characteristics of the majority of drainage features will be documented in photographs.

If a potential wetland occurs within the survey area, two paired data point/soil pit locations (wetland delineation stations) will be sampled for vegetation, hydrology, and soils. At each paired location, one point will be within the estimated wetland area, and the other point will be outside these limits. These data will be used to support a determination of wetland or non-wetland status.

Wetland data will be recorded on Arid West wetland determination data forms. A soil pit will be excavated to a depth of 18 inches or refusal at each data point. The soil will then be examined for hydric soil indicators or the absence of such indicators. The matrix color and mottle color (if present) of the soil will be determined using the Munsell soil color charts. Features with no evidence of wetland hydrology and that support only upland vegetation will be evaluated for upward limits of jurisdiction, if applicable, and will not be assessed for wetland parameters.

Data collected in the field will be transferred from the GPS unit to a computer, and differential correction post-processing will be performed. The data will be viewed and analyzed for verification, edited, and converted to a GIS format at the time of download. GIS software will be used to develop the geodatabase, and the shapefiles depicted on the attached maps will be shared with the client.

In support of resource agency permitting, an Aquatic Resources Delineation Report (ARDR) will be prepared and will include a regulatory overview, preliminary jurisdictional determinations and supporting text, mapping and quantification of jurisdictional features, and delineation data sheets. The results of the delineation will be presented in a manner consistent with state and federal reporting requirements and guidelines. If applicable and to determine jurisdictional authority, the ARDR will include a significant nexus discussion and a discussion of the property's proximity to or effect on relatively permanent waters, non-relatively permanent waters, associated wetlands, and other waterbodies in accordance with the Navigable Waters Protection Rule or other current guidance documents.

The ARDR will detail the methods and results of the aquatic resources delineation. The report will include figures, representative photographs, and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in GIS format.

Deliverables: A draft of the ARDR will be submitted within four weeks of the completion of fieldwork. Draft and final versions of the ARDR and attachments will be submitted electronically as Microsoft Word files and PDFs only.

The Harris team will make one set of revisions to the ARDR based on comments from WVC and the City. The revisions may include modifications to the project impact area calculations from design changes that avoid or minimize impacts. Additional revisions may require a cost amendment.

Task 3. Resource Agency Permitting

Harris will coordinate with the client and the San Francisco District of the USACE, San Francisco Bay Region of the RWQCB, and the Bay Delta Region of the CDFW (collectively referred to as "the agencies") on the project and prepare Clean Water Act (CWA) Section 401, and CDFG Code Section 1602 permit applications, as well as a CWA Section 404 Approved Jurisdictional Determination (AJD) for the project, due to the presence of a potentially jurisdictional aquatic resource within the project site.

Task 3.1 Resource Agency Coordination

CWA Section 401 and CFGC Section 1602 Lake and Streambed Alteration Agreement (LSAA) permits will be secured and an AJD approved through coordination between Harris, WVC, and the agencies and the proactive anticipation and resolution of challenges.

Harris has scoped two staff members for up to six 1-hour agency meetings, including preparation time, and time for communication through email. This task includes one pre-application meeting with the RWQCB. Excessive coordination with the agencies (i.e., repeated requests for clarifications and information from the agencies) may require a cost amendment.

Task 3.2 USACE Permit Applications, Revisions, Submittals

The project site does not appear to contain aquatic resources potentially under the jurisdiction of the USACE. Therefore, the Harris team will prepare an AJD for submittal to the USACE. Harris will request a pre-application meeting with the USACE to confirm the project would not require a Nationwide Permit or Individual Permit application. If confirmed an AJD is acceptable, Harris will submit an AJD package that will include project plans, figures, the ARDR, any supplemental technical reports and other documents as required. The Harris team will make one set of revisions to the permit application based on comments from the USACE. Additional revisions may require a cost amendment.

Task 3.3 RWQCB Permit Applications, Revisions, Submittals

The Harris team will prepare a waste discharge requirements application in compliance with Section 401 of the federal CWA. Prior to submitting the applications to the Bay Delta Region of the RWQCB, Harris will request a pre-filing meeting with the RWQCB once the permit application has received one round of comments from the client, and those comments have been addressed by Harris. Thirty days from the pre-filing meeting request and/or response from the RWQCB acknowledging receipt, Harris will submit an official permit application to the RWQCB.

The application will include one copy of the ARDR, project activity plans, minimization and avoidance measures, and figures. The Harris team will make one set of revisions to the permit applications based on comments from WVC and the City, and two sets of revisions to the permit applications based on comments from the RWQCB. Additional revisions may require a cost

amendment. WVC or the city will pay the RWQCB the appropriate fees to submit the application based on the most current fee schedules and information provided to the client by Harris on the project fee and the application fee.

Task 3.4 CDFW Permit Applications, Revisions, Submittals

The Harris team will prepare a LSAA application in compliance with Section 1602 of the CFGC. The application will include one copy of the ARDR, project activity plans, minimization and avoidance measures, and figures. The Harris team will make one set of revisions to the permit application based on comments from WVC and the City and two sets of revisions to the permit application based on comments from the CDFW. Additional revisions may require a cost amendment. WVC or the City will pay agency fees to submit the application based on the most current fee schedules and information provided to the client by Harris on the cost of the project.

Task 4. CEQA Determination and Documentation

Task 4.1 CEQA Determination

Harris will assess the appropriate CEQA determination and documentation for each project based upon the project description. Based on our preliminary research, the Project will likely qualify for a Categorical Exemption described in CEQA Guidelines Section 15301, Existing Facilities, specifically (c), "Existing highways and streets . . ." where no additional automobile lanes or capacity are added.

To confirm the Project meets the criteria for a Categorical Exemption as described above, Harris will assess whether any of the exceptions to using an exemption apply (CEQA Guidelines 15300.2). A CEQA categorical exemption cannot be used if:

1. there is potential for successive projects of the same type in the same location to result in a cumulative impact;
2. there is a reasonable possibility the project would have a significant effect on the environment due to unusual circumstances;
3. the project could damage scenic resources (e.g., trees, historic buildings, rock outcroppings) within a state designated scenic highway;
4. the project is located on a site listed as a hazardous waste site; or
5. the project could cause a substantial adverse change in the significance of a historical resource.

To address the potential exceptions to using a categorical exemption, Harris will conduct desktop research to identify listed hazardous waste sites in the area (EnviroStor, GeoTracker), potential for historical resources (Historical Aerial Review, General Plan Historic and Cultural Resources Element, Local Register of Historic Resources), and location of the nearest scenic resources (local planning document) or state scenic highway (Caltrans list of eligible and officially designated State Scenic Highways). Harris will discuss the potential for similar successive projects and effects from unusual circumstances with WVC and City staff.

If the Project meets the criteria for a Categorical Exemption, Harris will proceed with Task 4.2 and prepare the Notice of Exemption and a supporting memorandum. If the Project does not meet the criteria for a Categorical Exemption, Harris will proceed with Task 4.3 and prepare a CEQA Initial Study/Mitigated Negative Declaration. Harris will proceed with Task 4.2 or 4.3 upon approval from WVC.

Task 4.2 Notice of Exemption and Supporting Memorandum

Harris will prepare the Notice of Exemption (NOE) form and a supporting memorandum that explains 1) why the project qualifies for a Categorical Exemption and 2) why none of the exceptions to using a categorical exemption apply to the project (CEQA Guidelines 15300.2). This scope includes providing one draft memo and one final memo. This scope also assumes Harris will file the NOE with the State Clearinghouse and WVC or the City will file the NOE with the Contra Costa County Clerk, which may require a \$50 filing fee.

Task 4.3 Initial Study/Mitigated Negative Declaration

Harris will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with the CEQA Guidelines. To support this analysis, our in-house team will conduct a site visit and prepare a cultural resources technical memorandum to

support the IS/MND analysis. This scope assumes that additional information required for the analysis, such as assumptions regarding construction methodology, onsite drainage, traffic detours, and other details will be provided by WVC or the City.

a. Field Visit. Harris staff, including an archaeologist, will conduct a field visit of the site to obtain information necessary to prepare the IS/MND analyses.

b. Cultural Resources Letter Report. If compliance with Section 106 of the National Historic Preservation Act is necessary because a federal permit is needed, a stand-alone cultural resources report will be prepared that is suitable for submitting to the United States Army Corps of Engineers (USACE) for consultation with the State Historic Preservation Office (SHPO). If the project area requires a pedestrian survey, a stand-alone letter report will be prepared to satisfy contractual obligations to the California Historical Information System (CHRIS). Requirements for a Section 106 study are more rigorous than for a CEQA-only document. Harris assumed that a Section 106 document will not be necessary for the purposes of estimating costs. Harris' professionally qualified staff will conduct background research and a pedestrian survey of the project site, and prepare a Cultural Resources Letter Report, focusing on archaeological and Tribal Cultural Resources. This scope assumes that there are no existing structures or other features on site requiring historical evaluation.

Background research will include a records search at the Northwest Information Center of the CHRIS for information on known cultural resources and previous studies within a quarter mile of the APE, including resources listed on national, state, and local heritage inventories. Harris will also conduct background historical research and will examine archival maps and photos for evidence of prior development on site. A Sacred Lands File search from the Native American Heritage Commission will be requested. Harris will draft and mail, via email and regular mail, a project information letter to the recommended Native American individuals, groups, or Tribes provided by the Native American Heritage Commission. Harris will respond to any responses received.

Based on the results of the aforementioned tasks, Harris will prepare a Cultural Resources Letter Report, which will meet the Secretary of the Interior's Standards for Archaeological Documentation and will contain sufficient detail for preparation of the IS/MND. This letter report will include a detailed description and map of the project area, historical context and other background research, field methods, results, descriptions of all identified cultural resources in and adjacent to the APE, a determination of potential effects on cultural resources, and recommendations for any further cultural resource studies.

This scope does not include Native American consultation in compliance with Assembly Bill 52. The scope and cost can be revised to include assistance with AB 52 Native American consultation.

Deliverables

- Draft and Final Cultural Resources Letter Report, including Confidential Appendices

c. Draft and Public Initial Study/Mitigated Negative Declaration. The IS/MND will evaluate the following 20 environmental topics in accordance with CEQA Guidelines, Appendix G, and relevant regulations. For biological resources, the analysis will be based on existing database/document review, field survey and habitat assessment for any special-status wildlife and plants. For cultural resources, the analysis will be based on the study prepared under Task 4.3b above. The analysis will also include brief discussions for the other environmental topics, explaining impacts, their level of significance and identifying mitigation measures where necessary. This scope assumes that all potential impacts would be less than significant or reduced to less than significant with mitigation, thus not requiring the more robust environmental impact report.

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|--------------------------------------|---------------------------------|
| • Aesthetics | • Land Use and Planning |
| • Agriculture and Forestry Resources | • Mineral Resources |
| • Air Quality | • Noise |
| • Biological Resources | • Population and Housing |
| • Cultural Resources | • Public Services |
| • Energy | • Recreation |
| • Geology and Soils | • Transportation |
| • Greenhouse Gas Emissions | • Tribal Cultural Resources |
| • Hazards and Hazardous Materials | • Utilities and Service Systems |
| • Hydrology and Water Quality | • Wildfire |



This scope includes preparation of one Draft IS/MND for WVC and City review and comment in electronic format. This scope assumes that comments will not require substantial changes or additional analyses. Once revisions are incorporated, Harris will prepare the Public IS/MND for public review.

Deliverables:

- Draft IS/MND and Public IS/MND (electronic)

d. Notice of Intent. Once the Public IS/MND is complete, Harris will prepare the Notice of Intent (NOI) to adopt an MND for filing with the Contra Costa County Clerk. This scope assumes WVC or the City will file the NOI with the County Clerk, mail it to any organizations and individuals who have requested such notice in writing, and give public notice by: 1) publication in a newspaper of general circulation, 2) posting on and offsite in the area where the project is to be located, or 3) direct mailing to owners and occupants of property contiguous to the property. This scope also assumes that State agency approvals are not required and that the project is not of statewide, regional, or areawide significance.

Deliverables:

- Notice of Intent (electronic)

e. Responses, Final IS/MND, MMRP, NOD. Following the public review period, Harris will review and respond to comments received on the IS/MND in memorandum format. The responses memorandum would be used by the decision-makers and sent to commenting agencies, along with notification of when any public hearing is held to approve the project. This scope assumes preparation of one draft of the responses for WVC and City review and a final version in electronic format.

If comments identify errors or other necessary changes to the IS, Harris will prepare a revised IS, along with the final MND. This scope assumes that any revisions to the IS would be minor and not require additional analysis. CEQA does not require formal responses to comments, preparation of a final document with comments/ responses, or a public hearing during the public review period.

Additionally, Harris will prepare the Mitigation Monitoring and Reporting Program (MMRP) in tabular format and seek WVC and City input to determine appropriate monitoring/reporting responsibilities.

Once the City has approved the MND and MMRP and made a decision on the project, Harris will prepare the Notice of Determination (NOD) for submittal the State Clearinghouse (by Harris) and the County Clerk (by the City). The NOD must be filed within 5 working days of City approval to start the 30-day statute of limitations. This scope assumes that WVC or the City will pay required filing fees with the County Clerk. Effective January 1, 2025, the filing fee for an MND with Contra Costa County is \$3,018.75 (\$2,968.75 + \$50 County fee).

Deliverables:

- Draft and Final Responses Memorandum
- Final IS/MND, with revisions (if required)
- Draft and Final MMRP
- NOD

Task 5. Project Management

Harris will be responsible for project management, scheduling, and coordination with WVC staff. Throughout the duration of the project, Harris will communicate with WVC on the status of all tasks, survey results, and deliverables required. Emily Mastrelli will serve as the project manager and will be responsible for all aspects of project management and will be the principal point of contact. Emily will ensure that project tasks are completed on time and within budget. This task includes project initiation, and a virtual kick-of meeting with WVC and the City to gather more information about the project, introduce staff, and discuss scheduling, communications protocol, and next steps.

ASSUMPTIONS

- Harris assumes that the client will provide a project site plan so project impacts can be evaluated.
- If necessary, Harris assumes that the client will provide timely access to the property (i.e., security approvals, gate keys and/or code) for all field work necessary. Any delay in providing access will delay submittal of draft documents and final deliverables.
- The client will provide any available background reports, documentation, or correspondence to assist Harris in the habitat assessment or delineations of the project sites, including but not limited to recent habitat assessments, survey reports or delineations for the subject parcel or adjacent parcels.
- Surveys for biological resources and aquatic resources include one 1-day site visit conducted by one biologist.
- The aquatic resources delineation task assumes field work will be conducted concurrently with the biological resources survey(s).
- Harris assumes electronic versions of the Biological Resources Letter Report and ARDR as Microsoft Word and PDF files will suffice. If hard copies are requested, a cost augment may be required.
- One round of revisions will be needed to finalize biological and aquatic resources reports. Additional revisions may require a cost augment.
- Harris assumes the potentially jurisdictional aquatic resource within the project site does not fall under the jurisdiction of the USACE/Section 404 of the CWA. If the USACE determines that the aquatic resource is jurisdictional under Section 404 of the CWA, an AJD will not suffice and a scope and cost amendment will be required to prepare and submit a Section 404 permit application.
- Harris assumes that this project will be standard permitting and will not entail or require excessive consultation and coordination with resource agencies, excessive changes to permit applications and documents. Changes in design in the middle of permitting, or other delays will require cost augments for increased consultation and coordination costs with resource agencies. The proposed cost is based on standard permitting and unforeseen repeated requests, coordination, or additions by permit agencies may require a cost augment.
- Harris assumes WVC or the City will pay all permit application costs.
- Does not include AB 52 consultation.
- Mileage is included at the Standard Government Rate of \$0.70/mile.
- CHRIS costs are estimated to be \$1,000, and if CHRIS costs exceed \$1,000, a cost augment will be required.
- This cost is valid for a period of 60 days from the date of this proposal. Beyond 60 days, Harris reserves the right to re-evaluate the cost.

PROPOSED COST

The estimated cost for Tasks 1 through 5 is \$95,345 as shown in Table 1, Estimated Costs by Task, below. ***This cost is based on a time and materials contract. Any hours or other direct costs not used will not be charged to the client.***

Table 1. Estimated Costs by Task

Task	Budget
Task 1.1: Biological Resources Reconnaissance Survey	\$2,885
Task 1.2: Biological Resources Constraints Analysis Memorandum	\$7,490
Task 2: Aquatic Resources Delineation Report	\$13,610
Task 3.1. Resource Agency Coordination	\$5,820
Task 3.2. USACE Approved Jurisdictional Determination	\$1,410
Task 3.3. RWQCB Permitting	\$6,845
Task 3.4. CDFW Permitting	\$6,045
Task 4.1. CEQA Determination	\$1,740
Task 4.2. NOE and Memorandum	\$3,680
Task 4.3 Initial Study/Mitigated Negative Declaration	\$41,735
Task 5. Project Management	\$4,225
Total Tasks 1 through 5	\$95,345

If you have any questions or comments regarding this proposal or if you would like to discuss this proposal in detail, please contact me at (619) 510-5372 or Emily.Mastrelli@WeAreHarris.com.

Sincerely,

Harris & Associates, Inc.



Emily Mastrelli

Director, Natural Resources, Environmental Planning & Compliance

*Superseded
by Exhibit A -
Final Cost Proposal*



CITY COUNCIL REPORT

10.A.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Jeremy Crone, Commander, 510-724-8946, jcrone@pinole.gov
Melissa Klawuhn, Police Chief, mklawuhn@pinole.gov
SUBJECT: 1ST READ AB481 MILITARY USE EQUIPMENT

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing, review and approve the 2024-2025 Pinole Police Department Annual Military Equipment Report, and waive full reading and introduce by title only an ordinance approving and re-adopting a Military Equipment Use Policy as Stated in Chapter 2.60 "Military Equipment Policy" of the Pinole City Municipal Code in compliance with AB 481.

BACKGROUND

On September 30, 2021, Governor Newsom signed into law Assembly Bill (AB) 481, requiring a law enforcement agency's applicable governing body, the City Council, to adopt a Military Equipment Use Policy relating to the funding, acquisition, and use of military equipment and implement it by Ordinance. On May 3, 2022, the City Council approved the Department's Policy (identified as Department Policy 707) finding it meets the requirements under AB 481 and introduced and adopted an ordinance adding Chapter 2.60 "Military Equipment Policy" to the Pinole Municipal Code (Ord. 2022-02).

AB 481 (Government Code §7072) requires that the Department submit to the City Council an annual military equipment report for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use. The annual report shall include a summary of each type of military equipment, its intended purpose, how each type of equipment was used by the agency during the preceding year, a summary of any complaints received concerning the equipment, the results of any internal audits pertaining to violations of the 1 military equipment use policy, the total cost for each type of equipment, and quantity possessed.

Additionally, the City Council must review the ordinance that it has adopted, at least annually, and vote on whether to renew the ordinance at a regular meeting. During the review process, the City Council must determine, based on the military equipment report, whether each type of military equipment in the report has complied with the standards for approval set forth in Government Code sections 7071(d)(1) and 7071(e)(2). If it determines a type of equipment identified in the report has not complied with the standards for approval, the City Council must either disapprove of the renewal of the ordinance or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

The City Council most recently approved and reaffirmed the Department's Policy (identified as Department Policy 707) on July 2, 2024, finding it met the requirements under AB 48. By this ordinance the Department seeks 1) approval of its 2024-2025 annual military equipment report, 2) authority to acquire one (1) DJI Mavic 3 Thermal (M3T) UAS drone defined as "military equipment" under the statute, and 3) renewal of Pinole Police Department Policy 707 upon a finding that the report has complied with the standards for approval set forth in Government Code sections 7071(d)(1) and 7071(e)(2).

Attachment A is the proposed ordinance. Attachment B is the 2024-2025 Annual Report, including the inventory list of military equipment the Department has and intends to use in the future that falls within the definition of "military equipment" under AB 481. Attachment C is the Department's military equipment use policy. Attachment D is the Department's Unmanned Aerial System (UAS) Operations policy.

REVIEW AND ANALYSIS

Annual Report

AB 481 requires a law enforcement agency that receives approval for a military equipment use policy to submit to the City Council an annual military equipment report for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use. (Govt. Code §§7071(d)(1) and 7071(e)(2).) The law enforcement agency must also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use. Government Code section 7072 (a) states that the annual report must include the following information:

1. A summary of any complaints or concerns received concerning the military equipment.
2. The results of any internal audits or information about violations of the military equipment use policy. This includes any actions taken in response.
3. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
4. The quantity possessed for each type of military equipment.
5. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
6. A summary of how the military equipment was used and the purpose of its use.

In compliance with the Government Code, the Department's annual use report and policy was released to the community, via the Department's transparency portal on May 6, 2025, and provided to City Council. Within 30 days of submitting and publicly releasing its annual military equipment report, the Department is required hold at least one well-publicized and conveniently located public meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment. That meeting is being held concurrently with

the presentation of this ordinance. The annual use report contains all the required elements of Government Code section 7072 (a) set forth above.

The 2024-2025 Annual Report (Attachment B) outlines the Department's military equipment inventory and usage, community complaints over use of military equipment, and internal audits from May 1, 2024, through April 30, 2025. An inventory was completed on April 12, 2025, which identified all of the Department's military equipment in preparation to fulfill the obligations set by Assembly Bill 481. Equipment used by the Department during the preceding year is found to be consistent with current Policy 707. No complaints concerning the equipment were made to the Department.

During this period (May 2024 – April 2025), the Department has used military equipment under this policy during community events (ERV and command post) and officer training (ERV, rifles, FN 303 MK2, Drones). The Department utilized the Command Post in a mutual aid request to assist with logistics and personnel on an authorized DUI checkpoint for an allied agency. The Department had three (3) incidents in which an outside agency provided their authorized UAS to assist with the search for fleeing suspects who posed a danger to the community. The Department officially stood up the UAS Drone program in December of 2024. From December 2024 through the end of this period, the Department deployed drones in 27 incidents. These incidents included mutual aid assistance to allied agencies and for incidents taking place in the City of Pinole.

During this period, the Colt AR-15/M4 Carbine rifles underwent routine maintenance. For the 2024/25 Annual City Budget, Council approved \$30,000 for the purchase, training and maintenance of a UAS program (roll-over).

During this period, the Department performed much needed deferred maintenance to the Emergency Rescue Vehicle (ERV/MRAP) in the form of repair to the ballistic windshields.

Proposed Acquisition

In accordance with Government Code section 7072 (a), the Department is requesting approval for the purchase of one (1) additional DJI Mavic 3 Thermal (M3T) UAS (drone) as set forth in the annual report and inventory. The Mavic 3 is an unmanned Aerial System (UAS) designed for public safety. The UAS is a battery powered, remote operated device with a flight time of approximately 36-45 minutes depending on weather and flight conditions. The UAS has proven to be useful to public safety agencies in crime scene analysis, search and rescue, pre-operation surveillance and other critical incidents where aerial views enhance the safety and efficiency of law enforcement personnel. The UAS would assist officers or incident commanders in situations that would include, but not limited to: major collision investigations, emergency life threatening situations, search for missing persons, natural disaster management, crime scene photography, and critical incidents for preservation of life and public safety missions. The UAS falls under CA Government Code section 7070(c)(1) – Unmanned, remotely piloted, powered aerial or ground vehicles. The addition of a third drone will increase the redundancy of the program and provide additional training opportunities for our current and future pilots while maintaining appropriate equipment rotation for in-service.

The UAS is operated under FAA Part 107 authorization and regulations and in accordance with Department Policy 607- Unmanned Aerial System (UAS) Operations (Attachment D). This

policy ensures compliance with FAA regulations, sets forth training requirements, authorizations for use, privacy, and prohibited uses.

The Department has a significant interest in continuing to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties of the citizens of the City of Pinole. The use of the military equipment identified on the inventory list is vital to the Department's mission and will continue to be strictly regulated through internal processes and oversight.

Renewal of Military Equipment Use Policy

In addition, the Department is required to re-submit the previously approved policy for re-approval consideration, as an agenda item during open session. The previously approved policy is attached to this report (Attachment C). Council must determine, based on the annual military equipment report, whether each type of military equipment identified in the report has complied with the following:

1. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

The Department does not anticipate any significant change in the previously approved policy but does seek approval to acquire additional equipment. The Department intends to acquire one (1) DJI Mavic 3 Thermal (M3T) UAS drone as further provided above. At this time, forecasted purchases for the Department in 2025/26 only include additional ammunition for the previously approved COLT AR15/M4 patrol rifles and projectiles for the previously approved FN 303 MK2 launchers which need to be replenished after being used in either the field or training environments. The Department also anticipates upgrading the front sights of the COLT AR15/M4 platform to increase low-light performance and durability. In addition, it intends to replace the patrol rifle lights due to the current light reaching the end of service life. All items needing to be replenished are included in the policy and attached inventory which were previously approved by the City Council.

Any future attempts to obtain additional equipment not provided for herein will comply with procedures set forth in the Government Code and the approved military equipment policy; this includes a public hearing and City Council approval prior to acquisition.

Through acceptance of the annual report and renewal of the ordinance, the City Council will authorize the continued use of preexisting equipment considered "military equipment" under AB 481. This includes a Mine Resistant Ambush Protected Vehicle (MRAP) for use as an Emergency Rescue Vehicle (ERV) to safely evacuate residents in the event of a natural disaster or critical incidents, to move personnel and/or resources in support of natural disasters (i.e. flood, fire, earthquake), large scale logistics, active shooter incidents, and incidents where

there is reason to expect potential armed resistance requiring protection. The Policy also includes a single unmanned, remotely piloted, powered ground vehicle used to enhance peace officer and community safety when encountering potentially dangerous situations by providing first responders with the ability to capture video and still images, and to transport communication equipment or other resources prior to, or in lieu of, sending in personnel into hazardous incidents or environments.

The use of UAS (drones) has proven to be vital to the safety and security of our community, enabling the Department to conduct area searches, located wanted persons, assess scenes prior to officer arrival and provide public safety services to our law enforcement partners.

Other items deemed to be “military equipment” under AB 481 include foundational equipment such as rifles and ammunition. These rifles allow peace officers to address lethal threats from a greater distance and with greater precision. The Department also seeks authorization to use four FN 303 MK2 Launcher and projectiles, to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. The projectiles provide officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations. The equipment allows for more time and opportunity to attempt to deescalate situations and provide for safer tactics to resolve life threatening events in the safest way possible.

The Policy safeguards the public’s welfare, safety, civil rights and civil liberties by ensuring that there are safeguards, including transparency, oversight, and accountability measures in place. For instance, the Policy authorizes the Chief of Police to designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include, but are not limited, acting as a liaison to City Council for all matters related to the requirements of AB 481, identifying “military equipment” as defined under the statute, conducting annual inventory and review, collaborating with outside agencies, and scheduling and coordinating an annual community engagement hearing to address the Department’s funding, acquisition, and use of military equipment.

In compliance with the Government Code, the Military Equipment Policy has remained on the Department’s transparency portal continuously since prior to Council adoption in 2022.

FISCAL IMPACT

There is no direct fiscal impact from the acceptance of the annual report or the approval of continuing the ordinance approving the military equipment use policy. The Policy explicitly references the fiscal impact related to costs to maintain or acquire equipment and is included in the existing department’s budget allocation.

ATTACHMENTS

- A. Notice Public Hearing (AB 481) 2025
- B. 2024_2025 PPD Military Annual Report Document Final
- C. Pinole_Ordinance Re-Adopting Military Equipment Use Policy (AB 481) 2025

- D. 2025 AB481 Certificate of Compliance 3_25
- E. Pinole PD CA Policy Manual Military Use Policy 2025
- F. Pinole PD CA Policy Manual UAS Policy 2025
- G. AB481 PPD Council Presentation and Annual Report 2025

**CITY OF PINOLE
PUBLIC HEARING NOTICE**

Notice is hereby given that on **Tuesday, June 3, 2025**, at or after 5:00 P.M., in the City Council Chambers, 2131 Pear Street, Pinole, California, the **City Council of the City of Pinole** will hold a Public Hearing in the matter of:

CONSIDERATION OF AN ORDINANCE APPROVING RENEWAL OF THE CITY'S MILITARY EQUIPMENT POLICY AS STATED IN CHAPTER 2.60 OF THE PINOLE MUNICIPAL CODE AND REVIEW OF 2024-2025 ANNUAL REPORT

Assembly Bill (AB) 481 (codified at Govt. Code §§7070 et. seq.) requires that the City of Pinole Police Department obtain City Council approval of a military equipment use policy via adoption of an ordinance before purchasing, raising funds for, acquiring or using "military equipment" as defined in Government Code §7070 (c). On May 3, 2022, the City Council adopted Ordinance 2022-02 approving and adopting a military equipment use policy as stated in Pinole Municipal Code Chapter 2.60 and identified as Pinole Police Department Policy 707. AB 481 requires all law enforcement agencies that have received approval for a military equipment use policy to submit to the City Council an annual military equipment report for each type of military equipment approved within one year of approval and annually thereafter. The City Council must review any ordinance that it has adopted at least annually and, based upon the annual report, vote on whether to renew the ordinance. The City Council most recently approved and reaffirmed the Department's Policy on June 6, 2024 (Ord. 2023-04).

The Pinole Police Department seeks renewal of Policy 707. On June 3, 2025, this City Council is scheduled to review and consider for approval the policy and annual military equipment report for the calendar year 2024, at which time members of the public may discuss and ask questions.

In compliance with AB 481, a copy of the proposed policy and annual report is available to the public in advance of the hearing and available for viewing on the department's website at: https://www.ci.pinole.ca.us/city_government/police/resources

Instructions on how to join the Zoom Teleconference to provide comments orally during the public hearing are contained in the agenda for the meeting. Copies of the text of the proposed ordinance will be available for public review as part of the City Council agenda and meeting packet no later than May 13, 2025 at 5:00 PM.

If you challenge the action of the City Council on this matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered at, or prior to the Public Hearing.

Dated: June __, 2025

/S/ _____
Heather Bell
City Clerk



PINOLE POLICE
DEPARTMENT
ANNUAL MILITARY
EQUIPMENT REPORT
MAY 2024 – APRIL 2025

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INTRODUCTION

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies such as the Pinole Police Department to have a military use policy approved by the City Council prior to requesting, seeking funding, acquiring or using military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On May 3, 2022, the City of Pinole Council adopted Ordinance 2022-02 approving Pinole Police Department Policy #707: Military Equipment Funding, Acquisition, and Use. As required by Assembly Bill 481 and the Ordinance, annually the Pinole Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy or repeal the Ordinance.

As set forth in the Policy, the Pinole Police Department retains and employs limited military equipment to safeguard its community. Pinole Police Department officers and certified instructional staff, receive training throughout the year on the use of military equipment approved under the Policy. The Department also maintains a current Certificate of Compliance for California Government Code with the State of California, via Cal OES.

This Annual Report outlines the Pinole Police Department's military equipment inventory and usage, community complaints over use of military equipment, and internal audits from May 1, 2024, through April 30, 2025. The Department will submit its Military Equipment Annual Report to City Council annually in compliance with AB 481.

DEFINITIONS

Definitions of Military Equipment established by California Government Code §7070:

(Pinole Police Department utilizes a limited number of the resources listed below)

Military equipment includes but is not limited to the following types of equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- Tracked armored vehicles that provide ballistic protection to their occupants
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- Weaponized aircraft, vessels, or vehicles or any kind
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code §30510 and Penal Code §30515, with the exception of standard-issue firearms
- Any firearm or firearm accessory that is designed to launch explosive projectiles
- Noise-flash diversionary devices and explosive breaching tools
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
- Taser Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs)
- Kinetic energy weapons and munitions (e.g. 40MM launcher, bean bag shotgun, foam tipped projectiles)
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Pinole Police Department Military Equipment Inventory

1. Equipment Type: Mine Resistant Ambush Protected Vehicle (MRAP) – CA Govt Code §7070(c)(2)	
Quantity Owned or Sought: 1	Lifespan: Unknown
Purpose/Authorized User: Emergency Rescue Vehicle (ERV) to safely evacuate residents in the event of a natural disaster or critical incidents. To move personnel and/or resources in support of natural disasters (i.e. flood, fire, earthquake), large scale logistics, active shooter incidents, and incidents where there is reason to expect potential armed resistance requiring protection. Use may be authorized by Watch Commander or Tactical/Operations Commander, based on the circumstances of the given incident.	
Fiscal Impact: Acquired under the Law Enforcement Support Program Office (LESO): \$0 for equipment. \$9,200 for delivery, paint and upfitting. Annual maintenance cost is approximately \$1,000.00. For the reporting period of May 2024 – April 2025, \$8,090 was spent on deferred maintenance to repair the ballistic glass windshields.	
Legal and Procedural Rules Governing: It is the policy of the department to utilize armored vehicles only for law enforcement purposes and pursuant to State and Federal law.	
Training Required: Department provided training.	
Other Notes: The MRAP is an armored vehicle manufactured by BAE Systems/Caiman weighing over 34,000 pounds and can carry a payload of over 4,000 pounds. The vehicle has six (6) wheels fitted with tires and is all-wheel drive, powered by a diesel engine. The vehicle measures approximately 22 feet long, 8 feet wide, and 10 feet tall.	

2. Equipment Type: Unmanned, remotely piloted, powered ground vehicles - CA Gov't Code §7070(c)(1)	
Quantity Owned/Sought: 1	Lifespan: Approximately 15 years
Equipment Capabilities: Vehicle is capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.	
Manufacturer Product Description: iRobot PackBot 510 Multi Mission Robot (MMR)	
Purpose/Authorized Uses: To enhance officer and community safety when encountering potentially dangerous situations by providing first responders with the ability to capture video and still images, to transport communication equipment or other resources prior to, in lieu of sending in personnel into hazardous incidents or environments.	
Fiscal Impacts: Acquired under the Law Enforcement Support Program Office (LESO): \$0 for equipment. Annual maintenance cost is approximately \$500.	
Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy.	
Training Required: Department provided training.	

Other Notes: None

3. Equipment Type: Unmanned, remotely piloted, powered aerial or ground vehicles - CA Gov't Code §7070(c)(1)

Quantity Owned/Sought: 2	Lifespan: Approximately 5 years
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Equipment Capabilities: Vehicle is capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
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Manufacturer Product Description: DJI Mavic 3 Thermal (M3T) UAS
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Purpose/Authorized Uses: Unmanned Aerial System (UAS) designed for public safety. The UAS is a battery powered, remote operated device with a flight time of approximately 36-45 minutes depending on weather and flight conditions. The UAS has proven to be useful to public safety agencies in crime scene analysis, search and rescue, pre-operation surveillance and other critical incidents where aerial views enhance the safety and efficiency of law enforcement personnel. The UAS would assist officers or incident commanders in situations that would include, but not limited to: major collision investigations, emergency life threatening situations, search for missing persons, natural disaster management, crime scene photography, and critical incidents for preservation of life and public safety missions.
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Fiscal Impacts: DJI Mavic 3 Thermal (M3T): \$6,000, quantity 2 (Total: ~\$12,000)
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Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy.
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Training Required: FAA Part 107, POST UAS Operator, and Department provided training.
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Other Notes: Capabilities include 48 MegaPixel camera, 56x tele zoom, 640x512 thermal sensor, one-way speaker, and spotlight.
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4. Equipment Type: Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units – CA Govt Code §7070(c)(5)
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Quantity Owned or Sought: 1	Lifespan: 20 years
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Purpose/Authorized User: Trailer is purpose-built to facilitate the operational control and direction of public safety units conducting DUI enforcement checkpoints, traffic safety operations, and responding to or at an incident. The Command and Control (C&C) trailer serves as a centralized location for command decision making, enhanced communication and other situational awareness capabilities. Use may be authorized by Watch Commander or Tactical/Operations Commander, based on the circumstances of the given incident.

Fiscal Impact: Acquired by grant issued by the State of California Office of Traffic Safety under a Traffic Safety Grant. \$40,415 for equipment. Annual maintenance cost is approximately \$1000.

Legal and Procedural Rules Governing: It is the policy of the department to utilize C&C trailer only for law enforcement purposes and pursuant to State and Federal law.

Training Required: Department provided training.

Other Notes: The command-and-control trailer is standard tow-behind trailer with dual axels manufactured by Universal Trailer with a GVW of 3,100 pounds. The trailer measures

approximately 16 feet long, 8.5 feet wide, and 9 feet tall. The trailer is equipped with a fold-down rear door, lighting, and a generator.

5. Equipment Type: Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10)

Quantity Owned or Sought: 28

Lifespan: 15 years

Purpose/Authorized User: Colt AR-15/M4 Carbine semiautomatic shoulder fired rifle with long spirally grooved barrel that fires .223 Rem/5.56 mm projectile bullet. The rifles are equipped with 10.5" barrel, Surefire muzzle brake, and Surefire SOCOM556-RC2 suppressors. Ammunition is Speer Gold Dot caliber .223 62 grain.

A standard officer issue to be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Fiscal Impact:

- Colt AR-15/M4 Rifle: \$32,400, quantity: 28
- Surefire muzzle brake: \$2,779, quantity: 28
- Surefire SOCOM556-RC2 Suppressors: \$22,408, quantity: 28
- .223 62 gr ammunition: \$2,715, quantity: 4,525
- Annual maintenance cost is approximately \$1,500

Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force and Firearms.

Training Required: Department firearms training and qualifications as required by law and policy by POST certified instructors. CA POST certified 24-hour patrol rifle course.

Other Notes: These rifles are standard issue service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and in the interest of transparency.

6. Equipment Type: Pepper Ball Launcher and Projectiles - CA Gov't Code §7070(c)(12)

Quantity Owned or Sought: 4

Lifespan: 20 years

Purpose/Authorized User: FN 303 MK2 Less Lethal Launcher utilizing compressed-air to fire less-lethal fin-stabilized projectiles. The FN303 MK2 features a magazine fed system that offers the ability to quickly switch between projectile types. Projectiles: .5% PAVA containing pepper powder designed for direct impact and area saturation, Clear Impact projectile intended for distraction, Washable Paint for training and marking, Indelible Paint projectile intended for marking with indelible colorant for later identification, and Inert Powder projectile for training.

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Provides officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations.

The FN 303 MK2 is a like for like replacement of the PepperBall VKS Launcher legacy system.

Fiscal Impact:

- FN 303 MK2 & Slings: \$5,080, quantity: 4

• PAVA Projectile: \$768, quantity: 128 • Indelible Paint Projectile: \$750, quantity: 150 • Washable Paint Projectile: \$1,461, quantity: 300 • Inert Powder Projectile: \$456, quantity: 450 • Magazine Assembly, Slings, and Maintenance Items: \$486 • Cases: \$1,587, quantity: 4 • Annual maintenance cost is approximately \$250
Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force.
Training Required: Department provided training conducted by POST certified instructors.
Other Notes: None

7. Equipment Type: Less-Lethal Shotgun and Bean Bag Projectile - CA Gov't Code §7070(c)(14)	
Quantity Owned or Sought: 4	Lifespan: 25 years
Purpose/Authorized User: Remington 870 Less-Lethal 12-gauge Shotgun with orange and black marked stocks is used to deploy the less lethal 12-gauge CTS Super-Sock Beanbag round. The Combined Tactical Systems (CTS) Super-Sock Beanbag round is a less-lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot. To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Provides officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations.	
Fiscal Impact: • Remington 870 Less-Lethal 12-gauge Shotgun: \$2,200, quantity: 4 • CTS Model 2581 Super-Sock Beanbag Round: \$1,090, quantity: 200 • Glass Breaker Ball: \$480, quantity: 200 • Annual maintenance \$0	
Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force.	
Training Required: Department provided training conducted by POST certified instructors.	
Other Notes: None	

Equipment Purchase and Training Use

2024/2025 Purchases and Maintenance

Military Equipment	Quantity	Cost	Date of Purchase
COLT AR 15/M4 – maintenance	1	\$224.03	11/01/2024
COLT AR 15/M4 – ammunition, .223 62 gr	2,000	\$1,217.08	11/06/2024
FN 303, training projectiles	150	\$219.63	11/26/2024
MRAP, Ballistic Windshield Repair	1	\$8,069.00	10/09/2024

2024/2025 Training/ Military Equipment Utilized

Training	Military Equipment	Frequency
Officer Training - Range	Colt AR-15/M4 Carbine w/ .223/556 ammunition	Quarterly Ranges
Officer Certification - Range	Colt AR-15/M4 Carbine w/ .223/556 ammunition	As needed for certification. Two (2) courses in in this period
Patrol Rifle Armorers Course	Colt AR-15/M4 Carbine w/ .223/556 ammunition	As needed. One (1) course in this period
FN 303 MK2 Training - Range	FN 303 MK2	Annually for patrol personnel and as needed for new Officers
ERV Orientation and Driver Training	MRAP/ERV	As needed for new Officers and Community Service Officers

UAS Operator Certification Training	UAS/Drone	As needed for new UAS Operators. One (1) course during this period
UAS Operator Ongoing Training	UAS/Drone	Quarterly

Community Concerns and Complaints

In April of 2022, the Pinole Police Department published its Military Equipment Funding, Use and Acquisition policy on its website which remains publicly available on the website as amended annually thereafter. Community concerns and complaints can be received via the Department's website, in-person at the police department or in the field during police contacts, telephone, emails and social media.

2024/2025 Community Concerns, Complaints & PD Internal Investigations Related to Military Equipment Use

Community Concerns	Community Complaints	PD Internal Investigations
0	0	0
**No formal complaints or concerns were brought forward by the public. Officers regularly engaged with the community regarding the use of the ERV at community events and its role within the community.		

Internal Inventory & Audit (PPD Military Equipment)

Per Pinole Police Department policy 707.3 (c), the Department's military equipment coordinator, is required to complete an internal inventory of all military equipment within the possession of the Department at least once annually.

An inventory was completed on April 12, 2025, which identified all of the Department's military equipment in preparation to fulfill the obligations set by Assembly Bill 481.

The Department did not add any new military equipment to its inventory since that time. All current military equipment inventory was found to be in good shape and working order.

2024/2025 Event or Incident Military Equipment Utilized

Case# / Incident#	Date	Equipment Used	Classification	Reason
	06/09/2024	Command Post	Event	Pride Event
	06/23/2024	Command Post ERV	Event	Pinole Car Show
	07/04/2024	Command Post ERV	Event	4 th of July Celebration
24-0881	07/10/2024	UAS (Drone)	Incident	Mutual Aid use of outside agency drone for pursuit ending in Pinole. Search for suspects
24-0932	07/21/2024	UAS (Drone	Incident	Mutual Aid use of outside agency drone for search and arrest of armed robbery suspects
2409220064	09/22/2024	Command Post ERV	Event	Green Day Event
	10/01/2024	Command Post	Event	National Night Out

	10/05/2024	Command Post	Event	Special Olympics Bike the Bridges
	10/31/2024	ERV	Event	Halloween Caravan
24-1410	11/04/2024	UAS (Drone)	Incident	Mutual Aid use of outside agency drone for search for vehicle burglary suspect who fled
24-1553	12/10/2024	UAS (Drone)	Incident	Pinole PD Scene and officer security for suicidal subject taken into protective custody
	12/12/2024	Command Post	Event	Shop with a Cop / Toy Drive
	12/20/2024	Command Post	Event	Mutual Aid to Hercules PD for DUI Checkpoint
2412240105	12/24/2024	UAS (Drone)	Incident	Pinole PD Areas search for subjects on dirt bikes
2412300078	12/30/2024	UAS (Drone)	Incident	Pinole PD Search for suspicious vehicle in the hills
2412300147	12/30/2024	UAS (Drone)	Incident	Pinole PD Stranded kayaker stuck in mud in bay
25-084	01/19/2025	UAS (Drone)	Incident	Pinole PD Search and arrest of domestic violence suspect
2501210188	01/21/2025	UAS (Drone)	Incident	Pinole PD Areas search for subjects on dirt bikes
25-0106	01/23/2025	UAS (Drone)	Incident	Pinole PD Areas search and arrest of hit and run suspect
2501250014	01/25/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency looking for robbery suspects
2501250035	01/25/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency looking for stolen

				vehicle suspects
2501270160	01/27/2025	UAS (Drone)	Incident	Pinole PD Areas search for subjects on dirt bikes
2502200092	02/20/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency for welfare check on subject who was armed threatened officers
25-0234	02/23/2025	UAS (Drone)	Incident	Pinole PD Area search for suspects and victims of reports of gun fire
2502280213	02/28/2025	UAS (Drone)	Incident	Pinole PD Area search for a subject reported to have a gun - unfounded
25-0256	03/01/2025	UAS (Drone)	Incident	Pinole PD Areas search for a vehicle burglary suspect
2503010038	03/01/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency for burglary in progress
2503080037	03/08/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency to assist on search
2503140006	03/14/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency to assist on search
25-0347	03/19/2025	UAS (Drone)	Incident	Pinole PD Area search for armed robbery suspects
2503260082	03/26/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency to assist on search
25-0391	03/27/2025	UAS (Drone)	Incident	Pinole PD Search for stolen equipment
25-0391	03/28/2025	UAS (Drone)	Incident	Pinole PD Scene and Officer security for search warrant
2504020122	04/02/2025	UAS (Drone)	Incident	Pinole PD Search for bobcat near school and residences
2504020203	04/02/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency to assist in search warrant

2504090089	04/09/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency in search of wanted subject
2504090118	04/09/2025	UAS (Drone)	Incident	Pinole PD Mutual aid for outside agency in search of wanted subject
2504120024	04/12/2025	UAS (Drone)	Incident	Pinole PD Mutual Aid for outside agency in search of wanted subject
2504120030	04/12/2025	UAS (Drone)	Incident	Pinole PD Mutual Aid for outside agency in search of stolen vehicle suspects

Projected Military Equipment Acquisition (2025/2026)

For 2025/2026 (May - April), the Pinole Police Department projects the purchase of COLT AR15/M4 ammunition and FN 303 MK2 projectiles to replenish inventory due to training. The Department anticipates the purchase of one (1) additional Mavic 3T UAS (drone) with funds approved during the 2023/2024 budget (rolled to 2024/2025).

The Department also anticipates upgrading the existing sight posts on the COLT AR15/M4 platform to increase visibility in low-light environments and overall durability. In addition, the Department is evaluating the replacement of the current lighting system on the COLT AR15/M4 platform due to the current lighting system reaching end of life.

Military Equipment	Projected Purchase Amount	Projected Purchase Price
.223 62 gr ammunition	7,000 rounds	\$4,000
FN 303 MK2 Projectiles	300 rounds	\$1,400
Mavic 3T UAS	1 Drone with support equipment	\$8,000
COLT AR15/M4 Front Sights	30	\$3,800
COLT AR15/M4 Lights	30	\$5,500

ORDINANCE NO. 2025-XXXX

AN ORDINANCE OF THE CITY OF PINOLE APPROVING AND RE-ADOPTING A MILITARY EQUIPMENT USE POLICY AS STATED IN CHAPTER 2.60 “MILITARY EQUIPMENT POLICY” OF THE PINOLE MUNICIPAL CODE IN COMPLIANCE WITH ASSEMBLY BILL 481 (GOVERNMENT CODE SECTION 7070, *et. seq.*)

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070, *et. seq.*, requires law enforcement agencies obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070(c); and

WHEREAS, the policy must be a document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the police department’s use of such equipment; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the military equipment use policy for continued or future funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations specified in Government Code section 7071(d); and

WHEREAS, on May 3, 2022, the City Council adopted Ordinance 2022-02 approving and adopting a military equipment use policy identified as Pinole Police Department Policy 707, having received the information required under Assembly Bill 481 regarding the Pinole Police Department’s use of military equipment as defined in said law and upon a finding of the specified determinations required under Government Code Section 7071(d); and

WHEREAS, on July 2, 2024, the City Council approved and reaffirmed the Department’s Policy (identified as Department Policy 707) finding it met the requirements under AB 481 and introduced and adopted an ordinance adding Chapter 2.60 “Military Equipment Policy” to the Pinole Municipal Code (Ord. 2024-04).

WHEREAS, Government Code section 7072 provides that a law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use; and

WHEREAS, the law enforcement agency shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use; and

WHEREAS, the annual military report shall include the following information for the immediately preceding calendar year for each type of military equipment:

- a. A summary of how the military equipment was used and the purpose of its use;
- b. A summary of any complaints or concerns received concerning the military equipment;
- c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
- d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;
- e. The quantity possessed for each type of military equipment;
- f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment; and

WHEREAS, Government Code section 7071(d) provides the governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the following standards for approval:

- a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth

above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the Pinole Police Department's annual military equipment report was posted on the department's internet website on May 6, 2025 and within thirty (30) days conducted a well-publicized public meeting concerning the renewal of the military equipment at issue in compliance with Government Code Section 7072 (b); and

WHEREAS, the Pinole Police Department seeks renewal of Policy 707; and

WHEREAS, the City Council of the City of Pinole, having received the information required under Assembly Bill 481 regarding the Pinole Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq.*, deems it to be in the best interest of the City to approve and renew the Pinole Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Pinole Police Department Policy 707.

NOW THEREFORE, BE IT RESOLVED, in accordance with Government Code Section 7070 *et. seq.*, and pursuant to the findings stated herein, that the City Council of the City of Pinole hereby finds as follows:

Section 1. Recitals.

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

Section 2. Determinations.

Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).
2. The Pinole Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
3. The Pinole Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

4. The military equipment identified in the Pinole Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.
5. Prior military equipment use by the Pinole Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
6. The Pinole Police Department's Military Equipment Use Policy, Policy 707, setting forth the City's military equipment use policy is approved and renewed.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. Effective Date and Duration. This ordinance shall take effect thirty (30) days after its final adoption.

Section 5. Publication. The City Clerk is directed to cause this ordinance to be published in a manner required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on June 17, 2025, the City Council passed this urgency ordinance by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of Pinole on June 17, 2025.

Heather Bell, CMC
City Clerk

**CERTIFICATE OF COMPLIANCE
WITH
CALIFORNIA GOV. CODE § 7070 (AB 481)**

1. Issued By:	Pinole Police Department	
2. Address:	880 Tennent Ave., Pinole, CA 94564	
3. Name of Designated Officer:	Jeremy Crone	
4. Title of Des. Off.	Commander	
5. Name of Governing Body:	City of Pinole City Council	
6. Date Military Equipment Use Policy Approved:	June 18, 2024	
7. Ordinance No. Approving Military Equipment Use Policy:	2024-04	
8. Scheduled Meeting Date of Governing Body to Approve Military Equipment Use Policy (if not yet approved):	June 18, 2024	
9. URL where Military Equipment Use Policy Can Be Viewed by Public:	https://www.pinole.gov/wp-content/uploads/2024/08/Military_Equipment_Funding_Acquisition_and_Use_Policy-Approved-and-Issued-2024.pdf	
10. Date Military Equipment Use Policy was posted online:	July 16, 2024	
11. Date last Annual Military Equipment Report submitted to Governing Body:	June 4, 2024	

I, (CLEO Name) Melissa Klawuhn, Chief of Police, certify
(Agency Name) Pinole Police Department has implemented all
requirements found within California Government Code § 7070 (AB 481) as listed
above.

Signed:  Date: 3/12/25

Military Equipment Funding, Acquisition and Use Policy

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy applies to all members of the Department

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Pinole Police Department

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Military Equipment Funding, Acquisition and Use Policy

707.2 POLICY

It is the policy of the Pinole Police Department that members of this department comply with the provisions of Government Code § 7070 and 7071 with respect to the use and acquisition of military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Pinole Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department: [See attachment: Military Equipment Pinole Police Department Inventory Final 4_2024.pdf](#)

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

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- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

On occasion, the department may be required to assist or be assisted by other law enforcement agencies in a formal Mutual Aid Request or support with day to day operational collaboration (i.e. pursuits, investigative unit assistance, joint law enforcement operations, etc.). The specific guidance and requirements for Mutual Aid is governed by PPD Policy 331 - Outside Agency Assistance.

In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn department members to utilize military equipment in order to fulfill an assigned mission (i.e. active shooter, civil unrest, barricaded suspects in a vehicle, etc.). When sworn department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:

- a. Department members are required to adhere to the Department's Military Equipment Procedure and all policies and procedures outlined within the Pinole Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.
- b. Should the Pinole Police Department request mutual aid from another law enforcement agency within Contra Costa County and military equipment is required during the course of the response, the following shall apply:
 - 1. The Pinole Police Department shall remain in charge of the overall incident command.
 - 2. The Incident Commander or designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.
 - 3. The assisting agency will be expected to adhere to their respective policies and procedures, particularly those governing the use of military equipment.
 - 4. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

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Military Equipment Funding, Acquisition and Use Policy

707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

707.9 COMMUNITY CONCERNS AND COMPLAINTS

The Pinole Police Department has established a Community Concerns and Complaints process with forms available at the department and online. The community will have the ability to provide verbal concerns/complaints over the telephone or in-person at the Pinole Police Department (PPD policy 1010).

707.10 CITY COUNCIL APPROVAL

Pursuant to California Government Code section 7071, the City Council of Pinole approved this Policy pursuant to Ordinance #2024-04. Further substantive amendments to the Policy need to be reviewed and approved by the City Council.

Unmanned Aerial System (UAS) Operations

608.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval and dissemination of images and data captured by the UAS.

It is the policy of the department that trained and authorized personnel may use/deploy a UAS when such use is appropriate in the performance of their duties and authorized by the Chief of Police or designee. The deployment of a UAS will be in accordance with Federal, State, and municipal law and as the needs of the department dictate.

608.1.1 DEFINITIONS

Definitions related to this policy include:

Certificate of Authorization (COA) – A certificate granted to an individual or entity by the Federal Aviation Administration (FAA), which outlines specific conditions for flight for small UAS.

Federal Aviation Administration (FAA) – An entity of the federal government that regulates all aspects of civil aviation.

Part 107 – A certificate granted to an individual by the FAA, which outlines specific conditions of flight for small UAS aircrafts.

Pilot in Command (PIC) – Trained officer who is the sole person responsible for the operation of the UAS.

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means.

UAS Supervisor – Assigned by the Chief of Police to insure program requirements are met to include maintenance, training, and operations in adherence to policy and FAA regulations.

Visual Observer – Trained officer who may act as a spotter for PIC to assist in navigating the UAS and avoidance of hazards.

608.2 POLICY

Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

608.3 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

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Unmanned Aerial System (UAS) Operations

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted consistent with FAA regulations.

608.4 FAA COMPLIANCE FOR DEPLOYMENT

Use of the UAS shall be allowed for criminal investigations or public safety purposes consistent with this policy, provided the requirements below are followed:

- (a) Prior to any use of a UAS, the department shall obtain a COA from the Federal Aviation Administration, unless the Police Chief authorizes personnel to use a UAS under the officer's own Part 107 certification.
- (b) Prior to the deployment of the UAS, the UAS PIC and the Visual Observer must be adequately trained in the use and operation and must be knowledgeable of the standards set forth in this policy.
- (c) Any operation of a UAS must fully comply with all FAA requirements guidelines. It is the PIC's responsibility to ensure compliance with FAA requirements and guidelines and this policy. If the PIC believes the requested deployment potentially violates any federal regulation, guideline or this policy, then the PIC must inform his or her immediate supervisor and the UAS Supervisor.
- (d) The PIC may not deploy the UAS for criminal investigative purposes without the knowledge of the on-duty watch commander or senior supervisor should the watch commander not be available.
- (e) Where a search warrant would normally be obtained for a criminal investigation, the PIC shall not deploy the UAS until such warrant is secured. This does not apply to non-investigative public safety deployments or for the purpose of training, testing, or evaluation.
- (f) Each deployment of an UAS shall be properly documented in a flight log by the PIC. Such documentation must include at a minimum:
 - (a) The date, time, and purpose of each deployment.
 - (b) Whether a search warrant was obtained by the agency.
 - (c) Identity of the PIC and Visual Observer (if there is a Visual Observer).
 - (d) Supervisor approving the deployment.
- (g) The PIC that deploys the UAS must have the capability to adequately track and record the flight pattern and location of the UAS.
- (h) If more than one UAS is deployed in an area or event, then each PIC shall coordinate and define the parameters of the area where each UAS will be operated.

608.5 AUTHORIZED USES FOR PUBLIC SAFETY DEPLOYMENT

Deployments include but are not limited:

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Unmanned Aerial System (UAS) Operations

- (a) Security Checks - The UAS may be deployed while conducting Security Checks of businesses or public lots in furtherance of the department's mission. Indiscriminate surveillance of private areas, absent a call for service requiring a public safety response or applicable warrant is prohibited.
- (b) Area Searches – The UAS may be deployed when conducting an area search for missing persons, property, etc.
- (c) Crime Scene / Area Documentation – The UAS may be deployed to assist in documenting crime scenes, accident scenes, or other areas where an aerial perspective is needed.
- (d) Search and Rescue – The UAS may be deployed during search and rescue operations to assist in locating lost or missing persons or other search and rescue operations.
- (e) Tactical Situations – The UAS may be deployed during certain tactical situations such as hostage / barricaded gunmen, active shooter, warrant services, or any other situation where an aerial or remote view is advantageous.
- (f) Fleeing Suspects – The UAS may be deployed to search for suspects that flee from police.
- (g) Training – All training flights will be conducted in accordance with the procedure and privacy requirements outlined in this policy.

608.6 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

608.7 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for department operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS may require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.

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Unmanned Aerial System (UAS) Operations

- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
- Developing protocol for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing an operational protocol governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.

608.8 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, immigration status, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- The UAS will not be weaponized or used to transport any weapons, explosives, or incendiary devices.

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Unmanned Aerial System (UAS) Operations

608.9 RETENTION OF UAS DATA

Data collected by the UAS shall be retained as provided in the established records retention procedure and schedule.



POLICE DEPARTMENT

CALIFORNIA ASSEMBLY BILL 481
“MILITARY EQUIPMENT POLICY”
COMMUNITY ENGAGEMENT HEARING ¹

ASSEMBLY BILL 481

Military Equipment, Funding, Acquisition, and Use

- AB 481 was sponsored by Assembly Member David Chiu
- Approved by Governor Gavin Newsom on September 30, 2021
- Initiate adoption of City ordinance and Pinole Police Department policy by May 2022. Reaffirmed and approved in July 2024.
- Requires each law enforcement agency's governing body to adopt a written military equipment use policy by ordinance prior to the acquisition and use of any "military equipment," and the approval of such a policy for the continued use of any existing military equipment.



PINOLE POLICE DEPARTMENT

POLICY #707

Under AB 481, the Pinole Police Department is required to provide guidelines for the approval, acquisition and reporting requirements of military equipment (California Government Code sections 7070, 7071 and 7072.)

Pinole Police Department worked with Lexipol (Law Enforcement Risk Management Group), collaborated with the regional law enforcement agencies in Contra Costa County and worked closely with the City Attorney's office to create PPD policy #707- Military Equipment Funding, Acquisition, and Use.



PPD POLICY #707 OVERVIEW

Pinole Police Department's military equipment policy addresses all of the requirements per AB 481:

- Military Equipment Definition
- Policy Violation(s)
- Military Equipment Coordinator & Duties
- Military Equipment Inventory
- Approval of PPD Policy #707
- Coordination with other Law Enforcement Agencies
- Annual Report
- Community Engagement (includes community concerns & complaints)



PPD POLICY #707 EQUIPMENT

Pinole Police Department's military equipment list per AB 481:

- **Mine Resistant Ambush Protected Vehicle (MRAP):** Emergency Rescue Vehicle (ERV)
- **Unmanned, Remotely Piloted, Powered Ground Vehicles:** iRobot PackBot510
- **Command and Control Vehicle:** Universal Trailer (16 feet)
- **Semiautomatic Rifles and Ammunition:** Colt AR-15 & .223 ammunition**
- **Pepper Ball Launcher and Projectiles:** FN 303 MK2 Launcher, .5% PAVA Ball, Clear Impact, Washable Paint, Indelible Paint
- **Less-Lethal Shotgun and Bean Bag Projectile:** Remington 870 Less-Lethal 12-gauge Shotgun and CTS Super-Sock Beanbag round
 - ** standard issued rifles - exempt from AB481. Included in the interest of transparency.



APPROVAL & IMPLEMENTATION TIMELINE

April 12, 2025: Annual audit

April 22, 2024: Policy and Annual Report published

June 3, 2025: Community Engagement Hearing, Public Hearing of Policy, Annual Report, and Ordinance

June 17, 2025: Second reading and approval of Ordinance



ANNUAL REPORT

- A summary of how the military equipment was used
- A summary of any complaints or concerns
- The results of any audits or violations of military equipment
- Cost of equipment, maintenance, and upgrades
- Inventory
- Projected acquisitions



Purchase & Maintenance

- Maintenance to AR-15 patrol rifles: \$224
- AR-15 ammunition: \$1,217
- FN 303 MK2 Launcher, projectiles, cases, slings, and maintenance equipment: \$219
- MRAP (ERV) Windshield Repair: \$8,069



Training

- Department Officer Range Training:
 - AR-15 patrol rifle
 - FN 303 MK2 Launcher
- MRAP/ERV Officer Orientation and Driver Training
- UAS Program
 - CA POST Certified UAS Operator & Certification Training
 - FAA Certification



Event and Incident Use

- Events:
 - Participated in nine (9) community events including (ERV, Command Post):
 - Pinole Car Show
 - National Night Out
 - Pride & Juneteenth Event
 - Special Olympics Bike the Bridges
 - Green Day Event
- Incidents:
 - Mutual aid incidents involving UAS
 - 3 receiving UAS support
 - 12 providing UAS support
 - 15 incidents of UAS deployment to support Pinole PD Operations



Community Complaints, Concerns or Violations

- NONE
 - No formal complaints or concerns were brought forward by the public. Officers regularly engaged with the community regarding the use of the ERV at community events and its role within the community.



Projected Military Equipment Acquisition 24/25

- Ammunition for AR-15 patrol rifles: est. \$4,000
 - FN 303 MK2 Projectiles: est. \$1,400
 - Mavic 3T UAS (1 Drone): est. \$8,000
 - COLT Ar15/M4 Upgrade: est. \$9,300
-
- *The above costs are included in existing budget(s).*



FINDINGS TO BE MADE BY COUNCIL (June 17th Hearing)

- The military equipment is necessary because there is no reasonable alternative
- The proposed military equipment and policy will safeguard the public's welfare, safety, civil rights, and civil liberties
- The equipment is cost effective compared to available alternatives
- Prior military equipment use complied with the policy that was in effect



Questions?





CITY COUNCIL REPORT

10.B.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov
SUBJECT: APPROVAL OF INCREASE TO WASTE COLLECTION RATES (PROP 218)

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and adopt a resolution approving increases to the solid waste collection service rates. The Franchise Agreement will be brought forward in a New Business item later on in the agenda.

BACKGROUND

At the April 15, 2025, City Council meeting, the Council scheduled the Proposition 218 Rate Hearing for this evening. During tonight's meeting, the City Council will review any protests before making a final decision on the proposed solid waste rates under the new franchise agreement with Republic Services.

Since May 15, 2001, the City of Pinole has maintained a Franchise Agreement with Richmond Sanitary Service, Inc., doing business as Republic Services (Republic). This agreement is set to expire on June 30, 2025. In preparation for the transition, the City Council directed staff to begin negotiations with Republic for a new 15-year contract.

The franchise agreement with Republic covers only solid waste collection services. Legislative compliance functions are managed by the West Contra Costa Integrated Waste Management Authority (RecycleMore), a Joint Powers Authority (JPA) of which Pinole is a member. Post-collection services (e.g. disposal of recycled and compostable materials), and outreach and education, are governed by the Post-Collection Agreement between RecycleMore and Republic. This Post Collection agreement is also scheduled to expire on June 30, 2025.

Under the current franchise agreement, the City receives revenue from two key fees: the franchise fee, which is directed to the General Fund, and a smaller AB939 Fee that supports solid waste diversion programs. Additionally, the City Waste Program Fee, which is allocated to a dedicated fund (Solid Waste 214), will be converted into a Vehicle Impact Fee as part of the new agreement.

REVIEW AND ANALYSIS

Staff, supported by R3 Consulting Group (R3), have completed negotiations with Republic for a fifteen-year term length. This term length is typical for modern franchise agreements and matches the term length negotiated by the nearby cities of San Pablo and Hercules. The proposed negotiated agreement, if approved on June 3, 2025, by the City Council, would be

effective on July 1, 2025, and expire on June 30, 2040.

The solid waste collection rates paid by Pinole residents and businesses are comprised of many different rate components, including the post-collection portion of the rate which is set by RecycleMore and not dictated by the City. Setting that portion of the rate aside, Republic has requested an increase in its portion of residential rates and commercial rates. The City will now regulate industrial rates which were previously unregulated, enhancing transparency for the service which is already exclusive to Republic. The negotiated rate increase would be effective July 1, 2025, with the next rate increase scheduled for January 1, 2027 (18-month rate freeze). Staff is proposing a five-year, \$200,000 per year offset of the initial rate increase paid by the City Solid Waste Fund Balance. This would lessen the impact of the rate increase on Pinole customers and is an eligible use of the Solid Waste Fund.

Table 1 summarizes the proposed July 1, 2025 rate components:

	Current Collection Charge	7/1/25 Collection Charge	Post Collection Charge	Vehicle Impact Fee	City AB 939 Fee	Total Monthly Rate
20-gallon	\$ 25.64	\$ 25.08	\$ 7.56	\$ 5.40	\$ 0.83	\$ 38.87
35-gallon	\$ 26.67	\$ 26.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 47.93
35-gallon Sr.	\$ 23.64	\$ 24.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 45.93
65-gallon	\$ 46.43	\$ 50.98	\$ 24.66	\$ 14.10	\$ 1.51	\$ 91.25
95-gallon	\$ 66.29	\$ 72.79	\$ 37.02	\$ 20.85	\$ 2.19	\$ 132.85

* Rate stabilization fund of \$200K annually paid by the city.

This adjustment to rates was negotiated over several months and is justified due to increased current costs for hauling operations above the regular indexed increases in recent years, as well as new program expenses moving forward. The subsequent rates compare favorably to neighboring cities, as shown in the rate survey provided as Tables 2 and 3, below. The total monthly rates shown in Table 2 include: All rates are 2024 rates shown with an escalation factor to January 1, 2026. The 2025 approved San Pablo rates associated with their negotiated franchise agreement approved in late 2024. The 2025 approved Hercules rates associated with their negotiated franchise agreement were approved in April 2025 and the 2025 post-collection rates were approved by RecycleMore.

Table 2: 1/1/2026 Estimated Residential Rate Survey

Residential "2026" Estimated

	20-Gallon	32-Gallon	64-Gallon	96-Gallon
Pleasant Hill	\$ 33.31	\$ 38.31	\$ 51.75	\$ 76.98
Pinole (current)	36.19	43.87	78.24	113.84
Martinez	31.06	44.50	54.67	104.15
Benicia	38.61	45.38	56.43	77.36
San Pablo (new)	37.76	46.30	87.78	130.61
Richmond*	38.90	47.66	90.25	134.13
Pinole (proposed)	38.87	47.93	91.25	132.85
Vallejo	N/A	50.00	81.11	112.23
Hercules (new)	43.57	50.63	91.93	131.80
Concord	N/A	53.18	71.91	88.18
Oakland	57.07	64.79	114.30	171.76
Berkeley	51.30	67.66	93.60	112.47
Albany	62.93	70.46	121.78	173.07
El Cerrito	55.00	72.00	142.96	N/A
Average	\$ 43.71	\$ 53.05	\$ 87.71	\$ 119.96
Difference between Pinole and Average	\$ (0.14)	\$ (2.41)	\$ 4.22	\$ 11.85

* Richmond is currently negotiating a new solid waste collection agreement

Commercial rate comparison was conducted for the 1 Cubic Yard container size serviced once a week, with outcomes as shown in Table 3, below.

1/1/2026 Estimated Commercial Rate Survey

Commercial "2026" Estimated

City	1 Cubic Yard
Berkeley	\$ 187.50
Martinez	\$ 230.63
Pleasant Hill	\$ 276.97
Albany	\$ 280.72
Richmond*	\$ 312.70
Pinole (current)	\$ 314.37
Oakland	\$ 316.54
San Pablo (new)	\$ 345.44
Pinole (proposed)	\$ 355.63
Hercules (new)	\$ 378.54
Vallejo	\$ 453.68
El Cerrito	\$ 499.63

Negotiated Outcomes

Staff, assisted by R3, worked with Republic over the past seven months to reach agreement on a modern, regulatory compliant franchise agreement that ensures competitive rates and rate stability. The negotiated outcomes are laid out in the staff report of the New Business Item.

Fee Study

As part of the new solid waste collection agreement negotiations, City staff also contracted with R3 to conduct a Franchise Fee Study (Attached) which was included in the April 15, 2025 City Council agenda packet. The study analyzed and calculated: The City's costs for performing the required management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Republic Agreement and sanitation system.

An annual use charge to Republic for special and lasting access and use of government property in the public right-of-way for placement of solid waste containers and collection of their contents. The annualized costs of payment repair, maintenance and rehabilitation resulting from the unique impacts on City street pavement caused by Republic's collection vehicles during the course of providing service.

The City franchise fee of approximately \$432,000 annually is fully justified by this study, and the study concluded that the City's current and projected franchise fee revenues do not exceed the City's actual reasonable costs as outlined above. Further, the Pavement Impacts associated with the vehicles used in the solid waste system collection (refuse, recyclables and organics) are calculated at an annual value of \$1,703,440. Should the City Council approve the proposed rates with a Vehicle Impact Fee, the annual amount collected by the Contractor should not be greater than this amount.

The recommended Vehicle Impact Fee amount which is included in the recommended rates is approximately \$1,200,000, which can be used for road repairs associated with the damage caused by collection vehicles.

The Proposition 218 Hearing process requires that the City provide all properties receiving the service for which the fee is charged with a minimum of 45 days written notice prior to the City Council holding a public hearing on the proposed rate increase. On April 19, 2025 Proposition 218 Notices for the proposed solid waste collection service rate increase were mailed to the record owners of parcels and the solid waste collection services ratepayers who are not property owners but are otherwise responsible for paying the solid waste collection service charges.

FISCAL IMPACT

The recommended rates include annual payments to the City from Republic Services of approximately \$1,200,000 related to the new Vehicle Impact Fee. The City will be responsible for annual payments to Republic from the Solid Waste Fund of approximately \$200,000 for the first five years of the agreement to smooth the impact of the initial rate increase on customers. There are sufficient funds available in the Solid Waste Fund to fulfill this obligation, and this appropriation will be incorporated into the FY 2025-2026 Annual Budget.

ATTACHMENTS

- A. PinoleCity Council Presentation 060325
- B. Resolution Approving Rates
- C. Fee Study



City of Pinole

New Republic Services Agreement

June 3, 2025



CONSULTING GROUP, INC.

RESOURCES • RESPECT • RESPONSIBILITY

AGENDA

1. Negotiations Process

2. Key Terms

3. Franchise Fee Study/Rates

4. Recommendation

Negotiations Process

- Current term for the Agreement ends June 30, 2025
- Current Agreement in place since 2001
- Current and future agreement only covers collection
- Post-Collection Agreement up for renewal
- New case law necessitated fee study

Key Terms

- Extension to July 1, 2040
- An initial 18-month rate freeze
- Increase to 2 Single-Family bulky collections
- SB 1383 compliance
- Republic will provide up to 1,000 cubic yards of compost or 2,000 cubic yards of mulch to the City annually.
- Republic will now assist the City staff with abandoned waste removal

Key Terms

- Industrial rate regulation now by City Council
- Rates adjusted by Water, Sewer, and Trash (sub-index of CPI)
- Annual rate adjustment cap of 5% if CPI above 5% with the balance rolled-over to next rate year
- Republic will provide up to 1,000 cubic yards of compost or 2,000 cubic yards of mulch to the City annually.
- Republic will now assist the City staff with abandoned waste removal
- Reimbursement to the City for consultant and attorney costs for negotiations (\$80,000).

Franchise Fee Study

The study analyzed and calculated:

- The City's costs for performing the required management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Republic Agreement and sanitation system.
- An annual use charge to Republic for special and lasting access and use of government property in the public right-of-way for placement of solid waste containers and collection of their contents.
- The annualized costs of payment repair, maintenance and rehabilitation resulting from the unique impacts on City street pavement caused by Republic's collection vehicles during the course of providing service.

Franchise Fee Study Findings

- The City franchise fee of approximately \$432,000 (FY23-24) annually is fully justified by this study.
- The pavement impacts associated with the vehicles used in the solid waste system collection (refuse, recyclables and organics) are calculated at an annual value of \$1,703,440.
- The conservative Vehicle Impact Fee amount which is included in the recommended rates is approximately \$1,200,000, which can be used for road repairs associated with the damage caused by collection vehicles.

Rates (Residential)

	Current Collection Charge	7/1/25 Collection Charge	Post Collection Charge	Vehicle Impact Fee	City AB 939 Fee	Total Monthly Rate
20-gallon	\$ 25.64	\$ 25.08	\$ 7.56	\$ 5.40	\$ 0.83	\$ 38.87
35-gallon	\$ 26.67	\$ 26.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 47.93
35-gallon Sr.	\$ 23.64	\$ 24.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 45.93
65-gallon	\$ 46.43	\$ 50.98	\$ 24.66	\$ 14.10	\$ 1.51	\$ 91.25
95-gallon	\$ 66.29	\$ 72.79	\$ 37.02	\$ 20.85	\$ 2.19	\$ 132.85

* Rate stabilization fund of \$200K annually paid by the city.

How does Pinole compare?

Table 2: 1/1/2026 Estimated Residential Rate Survey

Residential "2026" Estimated

	20-Gallon	32-Gallon	64-Gallon	96-Gallon
Pleasant Hill	\$ 33.31	\$ 38.31	\$ 51.75	\$ 76.98
Pinole (current)	36.19	43.87	78.24	113.84
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Oakland	57.07	64.79	114.30	171.76
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Average	\$ 43.71	\$ 53.05	\$ 87.71	\$ 119.96
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Oakland	\$	316.54
San Pablo (new)	\$	345.44
Pinole (proposed)	\$	355.63
Hercules (new)	\$	378.54
Vallejo	\$	453.68
El Cerrito	\$	499.63

Recommendation

- Accept findings from City fee study
- Adopt Resolutions Authorizing:
 - Execution of new franchise agreement
 - Use of rate stabilization funds (side letter)



City of Pinole

New Republic Services Agreement

June 3, 2025

R3

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PINOLE DECLARING THE RESULTS OF THE
PROCEEDINGS FOR APPROVAL OF THE SOLID WASTE COLLECTION SERVICE RATE
INCREASE IN ACCORDANCE WITH ARTICLE XIII D OF THE CALIFORNIA
CONSTITUTION, INCREASING THE SOLID WASTE SERVICE RATES, AND APPROVAL
OF AUTOMATIC INFLATIONARY ADJUSTMENTS**

WHEREAS, the City Council is considering a new Solid Waste Franchise Agreement with Republic Services starting July 1, 2025; and,

WHEREAS, Article XIII D, Section 6 of the California Constitution (Article XIII D) requires the City Council to consider written protests to the proposed rate increases set forth in Attachment 1 attached and incorporated herein by this reference; and,

WHEREAS, Article XIII D requires that prior to imposing or increasing any fee, the City shall provide written notice (the "Notice") by mail of the proposed rates to the record owner of each parcel upon which the rates are proposed for imposition and any customer directly liable for the payment of such rates, the amount of the rates proposed, the basis upon which the rates were calculated, the reason for the imposition or increase, and the date, time, and location of a public hearing on the proposed rates; and

WHEREAS, pursuant to Article XIII D, such public notice is required to be provided to the affected property owners and solid waste collection services ratepayers directly liable for the payment of such rates not less than 45 days prior to the public hearing on the proposed rates; and

WHEREAS, the City did provide such notice to the affected property owners and solid waste collection services ratepayers responsible for the proposed rates in compliance with Article XIII D; and

WHEREAS, on June 3, 2025, the City Council held a public hearing to consider the results of protest proceedings conducted in accordance with California Constitution Article XIII D, Section 6(a)(2); and,

WHEREAS, at the public hearing, the City Council considered all oral testimony, written materials, and written protests concerning the imposition of the proposed rates, and at the close of the public hearing, the City did not receive written protests against the approval of the proposed rates from a majority of the affected property owners and solid waste collection services ratepayers; and

WHEREAS, the City Council now desires to approve the proposed rates and authorize automatic annual inflationary rate adjustments commencing July 1, 2027, with changes scheduled through and including January 1, 2029.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The City Council hereby finds and determines that the above Recitals are true and correct and are incorporated herein.

Section 2. The City Council finds the inflationary adjustments are required to keep pace with the costs of providing sustainable and reliable solid waste collection services, including the ability to comply with continuing State mandated solid waste collection service programs and requirements. And that such rates are not in excess of the reasonable costs of providing such services.

Section 3. The proposed rates described in Exhibit A shall become effective July 1, 2025, and the annual automatic inflationary increases are approved to be implemented each January 1, 2027

thereafter, through and including January 1, 2029. The City or Republic Services shall provide, or cause to be provided, written notice each year to property owners and solid waste collection service rate payers who are not property owners but are otherwise responsible for paying the solid waste collection rates, at least thirty (30) days in advance of each annual inflationary increase taking effect.

Section 4. The first rate adjustment, effective January 1, 2027, will be based on the percentage change in CPI for the average CPI value from October 1, 2025 to September 30, 2026, compared to the average CPI value for the previous year from October to September, rounded to the nearest hundredth of a percent. The index to be used shall be the series CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban consumers, seasonally adjusted. Should this index be eliminated or no longer available, the Parties shall mutually agree upon a new index.

Section 5. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

Section 6. This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council that may conflict with, or be contrary to, this Resolution.

Section 7. The City Council finds that the subject activity outlined in this Resolution is not a Project within the meaning of the California Environmental Quality Act ("CEQA") Guidelines, Section 15378, and is therefore not subject to review under CEQA.

Section 8. The City Clerk shall certify the adoption of this Resolution, which shall become effective immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 3rd day of June 2024 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 3rd day of June 2025.

Heather Bell

City Clerk

ATTACHMENT 1

RESIDENTIAL RATES

	Collection Charge	Post Collection Charge	Vehicle Impact Fee	City AB 939 Fee	Total Monthly Rate
20-gallon	\$ 25.08	\$ 7.56	\$ 5.40	\$ 0.83	\$ 38.87
35-gallon	\$ 26.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 47.93
35-gallon Sr.	\$ 24.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 45.93
65-gallon	\$ 50.98	\$ 24.66	\$ 14.10	\$ 1.51	\$ 91.25
95-gallon	\$ 72.79	\$ 37.02	\$ 20.85	\$ 2.19	\$ 132.85

COMMERCIAL

7/1/2025 COMMERCIAL COLLECTION RATES (COMBINED)

BIN SIZE	Times per Week				
	1	2	3	4	5
1 YARD	\$ 355.63	\$ 620.87	\$ 885.92	\$ 1,151.19	\$ 1,416.24
2 YARD	\$ 586.06	\$ 1,067.83	\$ 1,549.81	\$ 2,031.48	\$ 2,513.41
3 YARD	\$ 801.72	\$ 1,486.68	\$ 2,171.72	\$ 2,856.69	\$ 3,541.72
4 YARD	\$ 1,009.62	\$ 1,891.26	\$ 2,772.91	\$ 3,654.72	\$ 4,536.21
5 YARD	\$ 1,212.89	\$ 2,288.47	\$ 3,363.83	\$ 4,439.52	\$ 5,514.76
6 YARD	\$ 1,414.38	\$ 2,682.42	\$ 3,950.65	\$ 5,219.26	\$ 6,487.21
7 YARD	\$ 1,614.27	\$ 3,075.18	\$ 4,536.75	\$ 5,997.55	\$ 7,458.62

7/1/2025 INDUSTRIAL ROLL-OFF SERVICE RATES			
Rate Per Haul	Plus disposal rate (per ton)		
MSW, Miscellaneous Trash, C&D, Green Waste, Wood, Dirt, Concrete, Cardboard, Metal			
Box Size	Current	2025 Rate Adj 16.21%	2025 Total Rate
10 Yard	530.00	85.91	615.91
14 Yard	588.00	95.31	683.31
20 Yard	624.00	101.15	725.15
30 Yard	675.00	109.42	784.42
40 Yard	746.00	120.93	866.93

Additional Pickup	
Size	RATE
1 yd	\$116.78
2 yd	\$183.98
3 yd	\$247.54
4 yd	\$309.15
5 yd	\$369.73
6 yd	\$429.77
7 yd	\$489.42
35 gal	\$14.31
65 gal	\$28.62
95 gal	\$42.94

SPECIAL SERVICES/ANCILLARY CHARGES	
Service	RATE
Return Trip	\$42.79
Carryout Fee	\$11.30
Additional Cart - Recy/Organic	\$11.23
Cart Replacement	\$81.78
Contamination - Per Cart	\$37.09
Contamination - Per Yard	\$116.78
Overage Fee - Per Cart	\$14.31
Overage Fee - Per Yard	\$116.78
Box Wash	\$348.45
Bin Wash (1-7 yd)	\$128.49
Cart Wash	\$49.77
Lock Replacement	\$38.03
Dry Run (Industrial Box)	Same as pull rate

FINAL REPORT

City of Pinole

Solid Waste Franchise Fee Study

submitted electronically on April 7, 2025



R3

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1. EXECUTIVE SUMMARY

Background

The City of Pinole's (City) Solid Waste Franchise Agreement (Agreement) dated May 15, 2001, with Richmond Sanitary Service, Inc. dba as Republic Services (Contractor) is for the collection of solid waste from Contractor's solid waste service subscribers in the City. The Agreement provides the Contractor with the exclusive right to provide critical aspects of the City's sanitation system, including solid waste collection and the other services and programs included in the Agreement. The Agreement specifies that the Contractor will charge solid waste service subscribers, with the Contractor billing and collecting revenues from subscribers and the City authorizing the maximum rates that the Contractor may charge pursuant to the rate adjustment methodology included in the Agreement.

Per the Agreement, the Contractor pays the City a Franchise Fee. This Study considers the Franchise Fee paying for the costs incurred by the City in managing, administering, enforcing, and supplementing the services provided in the Agreement, as well as the charge for the use of the public right-of-way for the special and lasting access to use it for set-out and collection of solid waste containers, along with the proportionate costs of the unique impacts to pavement caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service. The Contractor also pays the City a Rate Stabilization Fee and an AB 939 Fee. The City is also considering a Vehicle Impact Fee which would replace the Rate Stabilization Fee. For the purposes of this Study, the Rate Stabilization Fee is assumed to be eliminated at the end of Fiscal Year 2024-25.

Purpose

The purpose of this Study is to identify the amounts that may be considered for recovery through the Franchise Fee paid by the Contractor to the City and to develop the maximum amount that could be recovered via a new Vehicle Impact Fee (VIF). There are three components to this analysis. The first component includes the City's proportionate costs (**City's Costs**). The second component includes the proportionate charges for the Contractor's use of the public right-of-way (**Property Use Charges**). The third is the City's proportionate costs associated with pavement impacts (**Pavement Impacts**).

Methodology and Findings

To complete this Study, R3 reviewed and analyzed information provided by the City pertaining to the City's Costs, Property Use Charges, and Pavement Impacts. Using that information, we then calculated the proportionate amounts necessary to cover the City's costs, including staffing and other costs; use of government property in the public right-of-way; and pavement repair, maintenance, and rehabilitation costs caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service. All calculated amounts in this Study are in Fiscal Year (FY) 2023-24 dollars.

City's Costs

The annual costs for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system includes: staffing salary and benefits, contracted services, operations and maintenance, supplies, and overhead for distributed costs including but not limited to property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Staffing costs are calculated based on estimated time allocations (based on assessment of current City employees) and other costs are calculated based on estimated share allocations associated with the sanitation system, with distributed overhead applied to both.

The calculation results are \$461,784 in staffing costs and \$112,745 in other costs, for annual proportionate City's Costs totaling **\$574,529**.

Additionally, there is **\$73,486** in Other Costs associated with AB 939 compliance.

Property Use Charges

The annual charge to the Contractor for use of government property in the public right-of-way is calculated as a function of estimates for the number of solid waste accounts setting out solid waste collection containers in the right-of-way, the set-out area used, the amount of time it is used, and the market value for the per square foot use of the public right-of-way.

The calculation result for the use of the public right-of-way is a proportionate annual total Property Use Charge of **\$441,521**.

Pavement Impacts

The annualized costs for pavement repair, maintenance, and rehabilitation are calculated based on the proportionate impact to pavement from solid waste collection vehicles compared to other sources of impacts. This calculation accounts for five-year projections for growth in deferred maintenance only for the purposes of this Study. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

The calculation results for the proportionate Pavement Impacts caused by Contractor's solid waste collection vehicles during the course of providing sanitation service is an annualized cost of **\$1,703,440**.

Conclusions

Franchise Fee

The FY 2022-23 Franchise Fee paid Contractor to the City was \$407,921 and the actual for FY 2023-24 was \$432,818. The sum of FY 2023-24 annual City's Costs and Property Use Charges calculated in this Study is \$1,016,050, which is **\$521,152** (51%) higher than the FY 2023-24 Franchise Fee payments. The Franchise Fee is, therefore, not more than the sum of the City's Costs and Property Use Charges.

AB 939 Fee

The FY 2022-23 AB 939 Fee paid Contractor to the City was \$61,948 and the actual for FY 2023-24 was \$62,080. The FY 2023-24 annual AB 939/SB 1383 City's Costs calculated in this Study are \$73,486, which is **\$11,406** (16%) higher than the FY 2023-24 AB 939 Fee payments. The AB 939 Fee is, therefore, not more than the sum of the City's Costs for contract and programs associated with AB 939 and SB 1383 compliance.

Vehicle Impact Fee

The Pavement Impacts associated with the vehicles used in the solid waste system collection (refuse, recyclables and organics) are calculated at an annual value of **\$1,703,440**. Should the City wish to implement a Vehicle Impact Fee, the annual amount collected by the Contractor should not be greater than this amount. Because the legal landscape for such fees remains unsettled, if the City does implement a Vehicle Impact Fee, we recommend setting the fee at a conservatively lower amount.

Limitations

This Study relies on information provided by the City, which we have reviewed and analyzed for reasonableness and accuracy but did not independently audit or verify. It was necessary to estimate certain values for information that the City did not have, and for which reasonable ranges are known to exist. When it was necessary to establish estimates or assumptions for those values, R3 relied on decades of professional experience working with dozens of local government agencies in California on solid waste utility and other local government public administration matters. Because changes to estimates and other underlying assumptions could change calculations, R3's approach to this Study was to establish reasonable estimates and assumptions such that changes to them would minimize the potential for different ultimate findings. We have reviewed estimates and assumptions with City staff and legal counsel and have mutual concurrence on applicability and reasonableness of estimated and assumed values in this Study.

2. METHODOLOGY & CALCULATIONS

City's Costs

Methodology

R3 reviewed and analyzed information provided by the City pertaining to the General Fund costs incurred for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system.

These costs include and may not be limited to:

- » Staffing costs, including salaries and benefits.
- » Contracted services.
- » Capital and equipment operations and maintenance.
- » Supplies and materials.
- » Overhead for distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Using the total annual salary, benefit, and other cost information provided by the City, we estimated the proportion of costs associated with management and administration of the agreement and the sanitation system. We then calculated the proportionate totals and categorized them by the functions listed in the sections below.

Variables, Estimates and Assumptions

Staffing Costs

Variables associated with salaries and benefits include the allocation of time that positions are dedicated to management and administration of the Agreement and the sanitation system (including time supervising others with primary responsibility for these duties), the amount by which funding of salaries and benefits is paid by the General Fund, and the applicable amount of General Fund overhead.

The estimated time allocation by position category used in this Study (and based on historical experience) is shown in **Table 1**, on the following page, along with the explanation for the allocation values.

Table 1: Allocations of Staffing Time by Position

Positions	Time Allocation	Explanation
CITY MANAGEMENT - City Manager (5%), Finance Director (5%), City Clerk (3%), Public Works Director (10%) and Capital Improvement Manager (5%)	3-10%	Estimated allocation representing proportion of staff time spent on solid waste Agreement and sanitation utility management and administration. This estimated allocation is informed by our prior work experience in local governments as well as our experience conducting similar studies for local governments in California.
Public Works Maintenance Staff	Varies	Estimated actual time spent by staff on direct support of the sanitation system associated with street sweeping, catch basin cleaning, public solid waste receptacle collection, illegal dumping clean-up, tree trimming for large vehicle access, pavement repair and city events clean-up.

R3 verified with City staff that the salaries and benefits included in this Study are paid by the General Fund – any non-General Fund portions of positions included in Table 1 have been excluded from the calculations. A General Fund overhead rate of 10% (for the distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied to the total allocated costs. The 10% General Fund overhead rate used in this Study is an assumption informed by our prior work experience in local governments as well as our experience conducting similar studies for local governments in California. In our experience, when a City does calculate a General Fund overhead rate on its own, the result tends to be higher than the 10% used for the purposes of this Study (e.g., 25% or greater).

Other Costs

Variables associated with the City's other (i.e., non-salary and benefit) costs include the proportionate allocation of those costs that are for management and administration of the Agreement and the sanitation system, the amount by which these costs are paid by the General Fund, and the applicable amount of General Fund overhead. The estimated time allocation by cost category used in this Study is shown in **Table 2**, on the next page, along with the explanation for the allocation values.

Table 2: Allocations of Other Costs by Category

Cost Category	Cost Allocation	Explanation
Consulting and legal costs for direct and indirect management and administration of Agreement and sanitation system.	100%	All these costs are directly associated with management and administration of the Agreement and the sanitation system.
Catch Basin Waste Removal, Street Sweeping, Illegal Dumping, and Tree Trimming	80%	Estimated allocation based on proportion of such activities that are associated with sanitation services in the City (i.e., the proportion of waste that is generated by Contractor's solid waste customers in the City compared to overall waste generation in the City).
CalRecycle & SB 1383 Compliance, Implementation and Enforcement Costs and Public Solid Waste Receptable Collection Costs	100%	All these costs are directly associated with sanitation services in the City (i.e., the proportion of waste that is generated by Contractor's solid waste customers in the City compared to overall waste generation in the City).

R3 verified with City staff that the other costs included in this Study are paid by the General Fund – any non-General Fund portions of these costs as included in Table 2 have been excluded from the calculations. A General Fund overhead rate of 10% (for the for distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied to the total allocated costs.

Analysis

Direct Management and Administration

This category includes City staffing and consulting costs for direct management and administration of the Agreement and the sanitation system, for a calculated \$187,680 in annual staffing costs. Other costs include solid waste consulting services provided by R3 and other consultants, for \$55,000 in annualized consulting costs for the cost of performing this Study as well as other activities necessary to support the management and oversight of the solid waste system utilizing consultants and temporary employees. The total calculated cost for this category is **\$242,680**.

Indirect Management and Administration

This category includes City staffing costs for indirect management and administration, including supervision of those responsible for direct management and administration of the Agreement and the sanitation system and associated responsibilities. Allocated annual costs for staffing in this category are **\$64,285**. There are no "Other costs" associated with this category.

CalRecycle and SB 1383 Compliance

This category includes City staff costs and other costs for various activities associated with the City's need to implement Senate Bill 1383 (Short-Lived Climate Pollutants Act) as well as annual reporting to the State agency CalRecycle. There are **\$73,486** in "Other costs" included in this category.

Code Enforcement

This category would include City staffing costs for enforcing the solid waste provisions of the City's Municipal Code, which includes illegal solid waste accumulations, illegal dumping, littering, improper

waste collection setouts, nuisances, and the associated investigations, warnings, notices of violation, and administration of penalties. No costs associated with this category were identified by the City during completion of this Study. Though no such costs were identified, that does not mean that these costs do not exist. Future updates to this Study could result in identification of such costs.

Street Sweeping

This category includes \$45,976 in City staffing costs and equipment, and operations and maintenance costs of \$19,572 for the City's street sweeping operations. Therefore, total costs associated with this category are **\$65,548**.

Catch Basin Waste Removal

Solid waste that is not properly managed by waste generators or the Contractor, and not otherwise captured by street sweeping operations, accumulates in catch basins and other trash capture devices in the City's storm drain system.

For the purposes of this Study, we do not assume that all mismanaged solid waste that ends up on the City's catch basin system is generated by properties receiving solid waste services. Rather, because there is the possibility that some solid waste collected by catch basin waste removal operations was originally generated by other sources, this Study estimates that only 80% of the solid waste collected by catch basins was generated by properties receiving solid waste services. This assumption is consistent with other studies conducted by R3 (e.g., for the cities of Garden Grove and San Bruno) wherein street sweeping activities were allocated between 77.4% and 90% to the sanitation system.

This category includes City staffing, capital equipment, and operations and maintenance costs for the City's catch basin waste removal operations. Allocated staffing costs for the Public Works maintenance crews are calculated to be \$26,024 annually. The allocated and annualized costs for equipment are calculated to be \$4,185 annually, for a calculated total in this category of **\$30,209**.

Illegal Dumping Clean-up

The City's Public Works maintenance crews also clean up solid waste materials that are illegally dumped throughout the City. As with catch basin waste removal, an 80% waste generation allocation is applied. This category includes \$13,663 in personnel costs and \$1,588 in equipment to remove illegal dumping from rights-of-way and is calculated to be an annual cost of **\$15,250**.

Public Waste Containers

This category includes City staff costs and other costs for collection of waste deposited in public waste containers in public rights-of-way and other public locations in the City, for a calculated annual cost of **\$75,395**.

Waste Collection at City Events

This category includes City staff costs of **\$5,964** for collection of waste generated and disposed of at City public events.

Tree Trimming for Vehicle Access to Public Right-of-Way

This category includes City staff costs of \$47,711 and other costs of \$27,488 for a total of **\$75,198** for trimming of the City's street trees to provide safe clearance for collection vehicles to collect solid waste from the public right-of-way.

Annual Total of City's Costs

Table 3, on the next page, shows the total of the City's Costs for management and administration of the Agreement and the sanitation system as calculated in this Study, by category.

Table 3: City's Annual Costs by Category and in Total

Category	Staffing Costs	Other Costs	Total
Direct Management & Administration	\$187,680	\$55,000	\$242,680
Indirect Management & Administration	\$64,285	\$-	\$64,285
CalRecycle & SB 1383 Compliance, Implementation & Enforcement	\$-	\$73,486	\$73,486
Street Sweeping	\$45,976	\$19,572	\$65,548
Catch Basin Waste Removal	\$26,024	\$4,185	\$30,209
Illegal Dumping Response, Clean-up, Mitigation, & Prevention	\$13,663	\$1,588	\$15,250
Public Solid Waste Receptable Collection	\$70,482	\$4,913	\$75,395
City Events Solid Waste Collection	\$5,964	\$-	\$5,964
Tree Trimming for Large Vehicle Curbside Access	\$47,711	\$27,488	\$75,198
Total Annual City's Costs	\$461,784	\$112,745	\$574,529

Property Use Charges

Methodology

R3 reviewed and analyzed information provided by the City and the Contractor pertaining to Property Use Charges for Contractor's use of the public right-of-way for collection of solid waste collection containers. They then calculated the annual Property Use Charges based on:

- » The setout area used for collection of solid waste containers (in square feet).
- » The amount of time that the area is used.
- » The market value for use of the public right-of-way (in dollars per square foot).
- » The number of solid waste subscribers setting out collection containers in the public right-of-way.

Using these values, we calculated the market value for the Contractor's use of government property in the City.

Variables, Estimates, and Assumptions

Setout Area

Standard residential solid waste collection setouts include three solid waste collection containers, usually carts with wheels and lids, with one each for garbage, recycling, and organics waste streams. The setout area needed for placement of these containers is inclusive of the width of each container (typically two feet) as well as minimum required space between the containers and other objects such as cars (minimum of one foot). The set-out area also takes up available parking space and is, thus, assumed to extend six feet out from the curb. Taken altogether, the area for residential setouts is calculated as three containers that are each two feet wide, plus one foot between each container and other objects, for a total area ten feet wide times six feet in depth. The result is 60 square feet of setout area per serviced single-family residential property.

The amount of area used for commercial setouts (in this Study, use of the term commercial also always includes multi-family) can vary widely, as there is no standard commercial subscription size profile – each commercial solid waste subscriber can select from a range of container sizes, with most of them being larger than the containers used in residential areas. Given this complexity, this Study assumes that the average commercial setout area is twice that of the residential setout area, for 120 square feet. This estimate is likely lower than the average setout area needed in commercial areas and is, therefore, conservative.

Setout Time Usage

Standard residential solid waste collection is performed once weekly. Most residential containers are set out the evening prior to collection and are removed from the public right-of-way the following afternoon. Thus, for the purposes of this Study, we assume that collection containers are in the public right-of-way for an average of 18 hours per day, one day per week, which amounts to approximately 10.71% of the time (18 hours divided by 24 per day divided by 7 days per week).

Commercial solid waste subscription setout times can vary widely – just as there is no standard commercial subscription size profile, likewise there is no standard collection frequency. Commercial solid waste subscribers can select collection frequency between once and six times per week, and with different frequencies for different waste streams. Given this complexity, this Study assumes that the average commercial collection frequently is twice weekly, 21.43% of the time. As with the setout area, this estimate is likely lower than the average commercial collection frequency and is, therefore, conservative.

Market Value for Use of Public Right-of-Way

To establish the market value for use of the public right-of-way, R3 conducted an online survey of recent purchases of bare land in the City and locally along the I-80 corridor between Hercules and Berkeley. R3 sampled twenty recent sales of bare land in the City, El Sobrante and Rodeo, which were sold for a median of \$10.66 per square foot. To that value, R3 added the per square foot value of the City's street pavement, which is calculated as a function of the total replacement value of the City's streets (\$140,414,777) divided by the area of the streets in square feet (10,290,677) both of which are contained in the City's 2023-24 Pavement Management Program (PMP) Update (see next section).

The resultant value of the street improvements is \$13.64 per square foot, which, when added to the \$10.66 market value of bare land, yields \$24.31 per square foot. This value is then divided by a rental realization rate of 1.89 (which is based on the estimated ratio of what it costs to purchase a property versus rent it) for a total annual per square foot use charge for the public right-of-way of \$12.84. R3 believes this value to be conservative – other methodologies that could have been applied would have resulted in a higher estimated market value for the use of the public right-of-way. For example, had this Study used "parklet rental fee" charges (e.g., use of the public right-of-way for commercial activities like restaurant seating) established in other California communities, with an approximate average annual per

square foot value of \$15.00 per square foot, the results from this Study would be higher than estimated herein.¹

Number of Subscriptions Setting Out Containers

The Contractor reports that there are 5,859 residential and 382 commercial solid waste service subscribers in the City. However, not all subscribers set out their containers in the public right-of-way for collection all the time. To account for non-setouts (either because subscribers don't have waste materials to set out or because they receive on-premises service) we conservatively assume that only 90% of residential solid waste subscribers set out containers on a regular basis, for a resulting total of 5,273 average residential setouts. This 90% assumption is informed by our work overseeing solid waste collection operations for local governments throughout California; from that experience, we know that almost all residential solid waste customers set out their solid waste containers for collection each week (with the exceptions being when residents are on vacation or generate exceptionally low amounts of waste). The City's Contractor provides weekly collection of solid waste containers to all residents.

It is also understood that most commercial subscribers do not set out containers in the public right-of-way, and therefore we conservatively assume that only 5% of commercial subscribers set out containers on a regular basis, for a resulting total of 19 average commercial setouts. The assumed 5% set-out rate for commercial customers is almost certainly low – were one to take field observations for these values, we believe that the actual rates of set-out would be higher than used for the purposes of this Study. However, we use the 5% set-out assumption for commercial subscribers in this Study as data regarding use of the public right-of-way by commercial subscribers in the City is not available.

Analysis and Total Annual Property Use Charges

Calculating the total annual Property Use Charges using the variables, estimates, and assumptions from the prior section is a function of multiplication, as shown in **Table 4**, below.

Table 4: Calculation of Total Annual Property Use Charges

Variable Category	Residential	Commercial	Grand Total Annual Property Use Charge
Setout Area	60 SF	120 SF	
Setout Time Usage	10.71%	21.43%	
Annual Use Charge	\$12.84 per SF	\$12.84 per SF	
Number of Setouts	5,273	19	
Total Annual Property Use Charges	\$435,248	\$6,273	\$441,521

¹ Had this Study used a \$15 per square foot market value for the use of the public right-of-way, the resulting total annual property use charge would have been \$515,797 – more than 17 percent higher than the amount used in this Study and shown in Table 4.

Pavement Impacts

Methodology

R3 reviewed and analyzed information provided by the City pertaining to Pavement Impacts from the Contractor's solid waste collection vehicles. We then calculated estimates of the proportionate share of the average annual pavement repair, maintenance, and rehabilitation costs associated with solid waste collection vehicles based on the proportionate impact to pavement from solid waste collection vehicle compared to other sources of impacts. Note that this analysis does not include Contractor's street sweeping vehicles – if those vehicles were included in this analysis, the calculated Pavement Impacts would be slightly higher than shown in this Study.

The calculation accounts for the City's annual repair costs, five-year projections for capital improvement costs, and five-year projections for annualized growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

The calculation proportionately allocates the average annual pavement management costs to solid waste vehicles based on:

- » The equivalent single-axle load and proportionate impacts from speed for those vehicles compared to other vehicles.
- » The number of vehicle trips on City streets.
- » The proportion of vehicle trips that are made by trucks versus automobiles.²

Variables, Estimates, and Assumptions

The weight, loading, slow speed, and frequent stops that characterize solid waste collection vehicle operations impose unique and quantifiable impacts on the City's street pavement. It is important to understand that, while calculation of vehicle impacts to pavement can be precise for individual vehicles, out of necessity we made certain assumptions about overall blended pavement impacts associated with several categories of vehicle types for the purposes of this Study. This is because we sought to calculate estimated impacts to all street pavement in the City, covering all vehicle uses, and precise traffic information at that scale is not currently available. Thus, we make informed assumptions regarding several variables necessary for this Study.

For each of these variables, there is a range of potentially reasonable values that may be used. We have selected values at the low end of the range to present findings that conservatively calculate estimated values of the pavement impacts associated with the Contractor's solid waste collection vehicles during the course of providing sanitation service. Assumptions used are described in the following subsections, which reference sources supporting the summary provided here. We must note that changes in assumptions may result in material changes in calculation results and findings.

Factors Impacting Pavement Conditions

Street pavement repair, maintenance, and rehabilitation needs and their resulting costs are affected by several factors, including vehicle usage and utility cuts (for maintenance and repairs to underground utilities). Environmental conditions such as light and water also contribute to pavement repair,

² Our analysis accounts for the distribution of vehicles among the 13 Federal Highway Administration vehicle classifications, which include passenger cars, SUVs/pick-ups, buses, and multiple truck and truck/trailer axle combinations.

maintenance, and rehabilitation needs in combination with the primary impacts from vehicles and trench cuts, and thus not separately accounted for. This Study only focuses on the impacts to street pavement from vehicles, and the proportion of those impacts that are attributable to the Contractor's solid waste collection vehicles as they perform sanitation service.

City's Costs for Pavement Repair, Maintenance and Rehabilitation

This Study accounts for the City's annual "light maintenance" costs of pavement repairs for FY 2023-24 in which the City spent approximately \$61,589 from the General Fund for street maintenance" activities performed by its Public Works Department. Additionally, the General Fund overhead rate of 10% (for the distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied to the total allocated costs for "light maintenance" similarly to other City costs.

The City regularly projects its costs for "heavy maintenance" and rehabilitation of pavement resulting from degradation due to use. These projections, and the basis for them, are documented in the Pavement Management Program Update (PMP) reports which the City commissions with engineering consultants.

Per the City's March 2024 PMP Update report (scenario 2), the City's projected average annual pavement "heavy maintenance" and rehabilitation costs from 2024 through 2028 for its entire street network, are approximately \$800,000.

City's Costs Deferred Maintenance

The City regularly projects its costs for repair, maintenance, and rehabilitation of pavement resulting from degradation due to use. These projections, and the basis for them, are documented in the City's 2024 PMP Update. Per the PMP, deferred pavement maintenance on the City's streets³ (which is the result of degrading pavement conditions associated with the impacts of vehicles and that is not funded for repair during the planning term) is projected to increase by \$18,361,430 between FY 2023-24 and FY 2027-28, which is \$3,672,286 per year.⁴ Deferred maintenance is the result of impacts to pavement that should be subject to repair or rehabilitation, but for which such repair or rehabilitation is not planned due to funding constraints. Though repair or rehabilitation of the deferred maintenance impact is not planned, the pavement condition is impacted, in part due to solid waste collection vehicles and the City must address the deferred maintenance eventually. If deferred maintenance were never to be funded and addressed via repair and rehabilitation, pavement conditions would degrade to the point of being unnavigable by vehicles.

Axle Loading

Our methodology for calculating the proportionate amount of pavement maintenance, and rehabilitation impacts for the Contractor's vehicles is grounded in the fact that all vehicles, including solid waste collection vehicles, degrade pavement during use. Measurement of that impact – also known as "vehicle loading" – can be estimated, quantified, and expressed as an Equivalent Single Axle Load (ESAL), which is a function of the vehicle's weight and the distribution of that weight over the vehicle's axles.

It is important to note that heavier vehicles (including solid waste vehicles) have more impacts on pavement and have a higher vehicle loading ESAL value. It is also important to note that ESAL values are associated

³ *Deferred maintenance is planned maintenance that gets delayed and backlogged because of a lack of funding. Deferred maintenance costs remain on the books until they are funded and the work is completed and recategorized in the City's PMP.*

⁴ *Our analysis assumes funding based on the City's budgeted pavement maintenance costs as presented in the PMP under Scenario 2 "Expected Annual Budget (\$800 thousand)".*

with vehicle loading only, and not the speed of the vehicle; it is therefore assumed that relative ESAL values between vehicle types are based on vehicles travelling at the same rate of speed.

For this analysis, R3 used the vehicle categories and average ESAL values shown in Table 5, below. Table 5 explains and cites supporting information for how the ESAL for each vehicle type was determined. It should be noted that solid waste collection vehicles are much heavier than most other typical vehicles on City roadways.

Table 5: ESAL Value Assumptions by Vehicle Type

Vehicle Type	ESAL Value	Source
Automobiles (Passenger Cars)	0.0008	AASHTO (American Association of State Highway and Transportation Officials) Design Guide with ESALs by Vehicle Type
Average of All Other Trucks⁵	0.0171	Calculated Value Using AASHTO Design Guide with ESALs by Vehicle Type, Federal Highway Administration ESALs by Vehicle Type, Comparative Traffic Counts
Solid Waste Vehicle (Garbage)	1.0000	Calculated Values by Type Using Example Axle Weights and AASHTO Axle Load Equivalency Factors
Solid Waste Vehicle (Organics)	1.0000	
Solid Waste Vehicle (Recycling)	0.7500	

Given the assumed ESAL values in **Table 5**, a solid waste vehicle collecting garbage has 1,250 times the impact of an automobile. We are aware of other research concluding that the impacts of solid waste collection vehicles may be as high as 8,000-9,000 times the impact of passenger cars; thus, our assumed ESAL of “1” for garbage collection vehicles is on the low end of the range of ESALs for such vehicles.

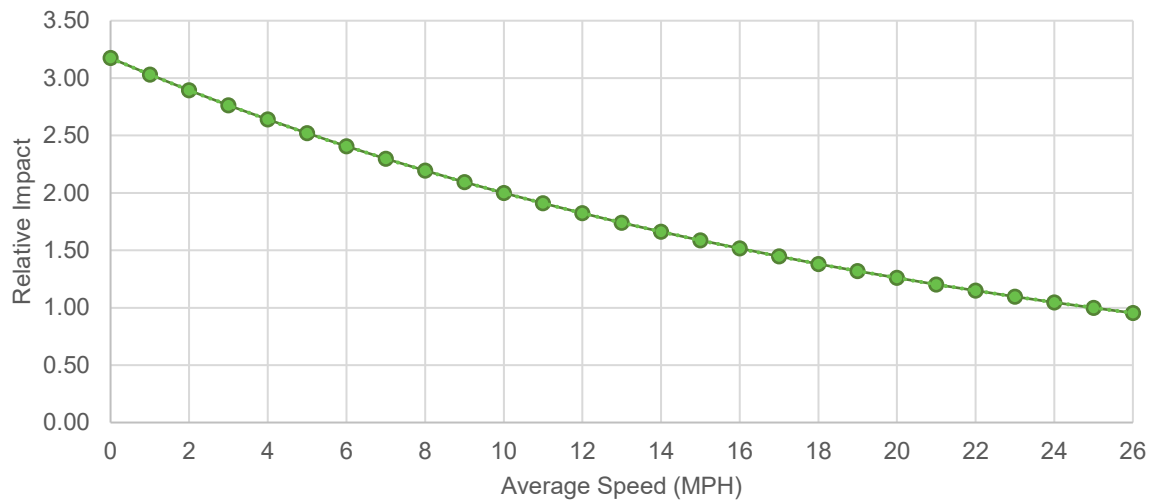
Speed Impact

Impacts to flexible pavements (which are typical for residential streets) are also influenced by vehicle speeds, with impacts being exponentially higher when a load carrying vehicle is moving at a very slow speed.⁶ This is demonstrated in **Chart 1**, on the following page.

⁵ “All other trucks” means all vehicles with high loading and impact on street pavement other than solid waste vehicles, including pickup trucks, vans, box trucks, and a variety of other trucks with a lower average ESAL than solid waste collection vehicles.

⁶ Effect of truck speed on the response of flexible pavement systems to traffic loading; International Journal of Pavement Engineering, July 2020; Michael R. S. Mshali and Wynand JvdM. Steyn.

Chart 1: Exponential Relationship Between Speed and Pavement Impacts



Unlike typical traffic on residential streets, which tends to travel at or near the posted speed limit (25 miles per hour [mph] in the City), solid waste vehicles slow and stop for collection in front of each household, averaging approximately 4 mph to 8 mph.⁷ At these low speeds, and as shown in Chart 1, vehicles have approximately 2.2 to 2.6 times the impact to the pavement than they would travelling only at the 25 mph speed limit.

In this Study we conservatively assume that solid waste vehicles in the City may be travelling at a faster 10 mph average speed, and we thus assume that the relative impact of speed is a factor of 2, not the higher 2.2 to 2.6 factors corresponding with slower speeds as noted above. We apply this speed factor of 2 as a multiplier to the ESAL loading for solid waste collection vehicles in our analysis of impacts to residential streets only; the factor is not applied to the ESAL loading for arterial and collector streets, as those streets are not typically comprised of flexible pavements, solid waste collection vehicles stop less frequently on those streets (and thus have a higher average speed).

Vehicle Passes Per Day

By estimating the number and type of vehicles (i.e., solid waste collection vehicles, automobiles, and all other trucks) that travel on a street, and the average pavement impacts (measured in ESAL loading) associated with each vehicle type (described in the prior subsection), the total impacts that the pavement will experience can be estimated in a mathematical calculation. Our analysis makes informed assumptions about the number of vehicle passes (meaning trips down streets) by type for the two major types of streets identified by the City in its PMSU. Those two types of streets are: high-traffic-volume streets (namely arterial and collector streets) and low-traffic-volume streets (residential streets). Specific data for the City relating to the number of vehicle passes per day and the proportion of those passes that are comprised of trucks was not available for this Study.

For the low-traffic residential streets, we used an estimate of 582 vehicle passes per day based on City traffic counts. We also estimated that 5% of residential traffic trips were made by trucks, which we believe

⁷ Real-world activity, fuel use, and emissions of heavy-duty compressed natural gas refuse trucks; Science of the Total Environment 761, 2021; Gurdas S. Sandhu, H. Christopher Frey, Shannon Bartelt-Hunt, Elizabeth Jones.

to be a conservative assumption – in communities where traffic trip information by vehicle type is available, the result is less than 5%, which yields a greater proportionate impact from solid waste vehicles.

For arterial and collector streets, we used an estimate of 14,972 passes per day based on City traffic counts. For the percentage of those trips that are trucks, we started with a calculated value based on comparative traffic counts from the City of Torrance in 2023 and which is the same dataset that we used to estimate the average ESAL for “All other trucks” in Table 5. That analysis calculates the average daily traffic counts for all vehicles on commercial streets in that city, with 87.7% of the average daily traffic count being comprised of passenger cars and motorcycles and the remaining 12.3% being comprised of trucks. For the purposes of this Study, we have assumed an even higher percentage of arterial and collector street traffic being trucks, at 15% of the average daily traffic. As with the prior assumptions, this value is conservative in that it returns a low proportionate value for the impacts to streets from the Contractor’s solid waste vehicles.

Table 6, below, is a summary of the assumptions used in this Study related to average daily vehicles passes and the percentage that are trucks assumptions used in this Study.

Table 6: Vehicle Passes Per Day by Street Type

Street Type	Vehicle Passes Per Day	Percentage of Vehicle Passes That Are Trucks
Residential	582	5%
Arterial and Collector	14,972	15%

Vehicle Passes By Vehicle Type

The variables described in the prior subsection provide the overall number of vehicle passes per day, and the percentage of those passes that are trucks. To isolate the vehicle loading impacts to pavement associated with solid waste collection vehicles, we need to determine the number of passes that those vehicles make per day. This is a relatively simple calculation based on the weekly schedule of collections for solid waste collection services.

For the low-traffic residential streets, solid waste collection operations are on a weekly schedule. Since weekly collections are on both sides of the street, each street is driven twice (once in each direction) by a minimum of one of each type of solid waste collection vehicle. For the purposes of this Study, we assume that each solid waste collection vehicle makes two passes per week, or 0.286 passes per day, on residential streets. This value does not account for the fact that some streets are driven on during non-route days so that collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above.

Using the lower passes per week is conservative in that it returns a lower result for the street impacts from the Contractor’s solid waste vehicles. For the high-traffic arterial and collector streets, which are primarily commercial, the schedule for solid waste collection can vary. Solid waste collection services may be provided up to five or six times a week for larger waste generators and may be as low as weekly for smaller generators. Additionally, because solid waste generators in commercial areas are not all on the same collection schedules as residential accounts are, vehicles in commercial areas pass over the same streets multiple times to serve accounts with different collection schedules.

For the purposes of this Study, for arterial and collector streets, we assume that solid waste collection vehicles collecting garbage for landfill disposal pass over each street two times per day (once in each direction), while solid waste collection vehicles for organics and recycling pass over each street once per day (one half in each direction). Total passes for organics and recycling collection vehicles are less because it is generally the case that service levels for garbage are at least twice those of the corresponding organics or recycling service level. As with the number of passes on residential streets, this value does not account for the fact that some streets are driven on during non-route days so that

collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above. Using the lower passes per week is conservative in that it returns a lower result for the pavement impacts from the Contractor's solid waste vehicles.

The number of passes per day for the remaining vehicle types – automobiles and other trucks – are simply calculated as a function of the total number of daily passes, the total number of those that are trucks (based on the percentages discussed in the prior section), and the number of passes for solid waste collection vehicles. For example, for the City's residential streets, given the assumed 582 passes per day and 5% (29) of those being trucks, there are 553 automobile passes per day ($582 \times 95\%$). With three types of solid waste collection vehicles each passing 0.286 times per day (as described above), the total passes per day are 0.857 (3×0.286). The number of passes for all other trucks is 28.243 (29 minus 0.857). **Table 7**, below, provides a summary of vehicle passes per day by street type.

Table 7: Vehicle Passes Per Day by Vehicle Type and Street Type

Vehicle Type	Residential Streets	Arterial and Collector Streets
Automobiles (Passenger Cars)	552.900	12,726.509
Average of All Other Trucks	28.243	2,242.997
Solid Waste Vehicle (Garbage)	0.286	1.429
Solid Waste Vehicle (Organics)	0.286	0.714
Solid Waste Vehicle (Recycling)	0.286	0.714
Total	582	14,972

Percentage of Streets by Type

A final variable that needs to be addressed is the percentage of streets by type. This information is included in the City's PMSU, including the relative area by street type, as shown in Table 8, below.

Table 8: Percentage of Streets by Type

Street Type	Area (Square Feet)	Percentage of Area
Residential	6,511,401	63.3%
Arterial	2,113,863	20.5%
Collector	1,665,413	16.2%
Total	10,290,677	100%

Analysis

Percentage Impact for Solid Waste Vehicles by Street Type

With the variables for ESAL by vehicle type, the multiplication factor for the relative impacts of speed for solid waste collection vehicles on residential streets, and the number of passes by vehicle type established, we then calculate the relative percentage impact associated with each vehicle type. This is calculated as a function of ESAL multiplied by speed factor (residential streets only) multiplied by the number of weekly passes, multiplied by ESAL, with the product being the total vehicle loading pavement impact by vehicle type per week.

Totalling the weekly total vehicle loading by vehicle types yields the total estimated loading experienced by each street type (residential vs. arterial and collector). From there, we calculate the percentage contribution to total vehicle loading for solid waste collection vehicles, which is the total weekly ESAL loading associated with solid waste collection vehicles divided by the total ESAL loading for the street. Table 9, below, and Table 10, on the following page, show these calculations and the results.

Table 9: Calculation of Solid Waste Pavement Impacts – Residential Streets

	A	B	C	D	E	F
Vehicle Type	Average ESAL / Vehicle (Per Table 5)	Relative Impact from Speed	Passes / Day / Vehicle Type (Per Table 7)	Passes / Week / Vehicle Type (C x 7)	Total Weekly ESAL Loading (A x B x D)	Percent of Total ESAL Loading (E / 17.48)
Automobiles	0.0008	1x	552.900	3,870	3.10	17.72%
All Other Trucks	0.0171	1x	28.243	198	3.38	19.34%
Garbage Vehicles	1.0000	2x	0.286	2	4.00	22.89%
Organic Material Vehicles	1.0000	2x	0.286	2	4.00	22.89%
Recycling Vehicles	0.7500	2x	0.286	2	3.00	17.17%
Total			582	4,074	17.48	100%

As shown in Table 9, for the City's residential streets we calculated the percentage impacts for solid waste vehicles to be 62.94% of total impacts to residential street pavement (22.89% times 2 plus 17.17%).

Table 10: Calculation of Solid Waste Vehicle Impacts – Arterial and Collector Streets

	A	B	C	E	F
Vehicle Type	Average ESAL / Vehicle (Per Table 5)	Passes / Day / Vehicle Type (Per Table 7)	Passes / Week / Vehicle Type (B x 7)	Total Weekly ESAL Loading (A x C)	Percent of Total ESAL Loading (E / 358.51)
Automobiles	0.0008	12,726.509	89,086	71.27	19.88%
All Other Trucks	0.0171	2,242.997	15,701	268.49	74.89%
Garbage Vehicles	1.0000	1.429	10	10.00	2.79%
Organic Material Vehicles	1.0000	0.714	5	5.00	1.39%
Recycling Vehicles	0.7500	0.714	5	3.75	1.05%
Total		14,972	104,807	358.51	100%

For the City's arterial and collector streets, Table 10 calculates the percentage impact from solid waste vehicles to be 5.23% of the total impacts (2.79% plus 1.39% plus 1.05%).

Sources of Pavement Impacts

The City's projected pavement maintenance repair needs are assumed to include impacts to pavement caused by vehicles and utility cuts. This Study assumes that the impacts of utility cuts on the City's streets to be 10% of all pavement repair, maintenance, and rehabilitation needs. Thus, this Study allocates 90% of the average annual pavement repair, maintenance, and rehabilitation needs to vehicle impacts.

The 10% assumption for the value of impacts related to utility cuts is, in part, based on experience working in local government street maintenance operations, wherein pavement repair and rehabilitation needs for utility cuts were a fraction of overall pavement repair and rehabilitation needs. The 10% assumption is further informed by the Federal Highway Administration's Manual for Controlling and Reducing the Frequency of Pavement Utility Cuts⁸ which references a case study from the District of Columbia in 1996 wherein "the combined area of the utility cuts in the District was over one percent of the total pavement surface area." This Study further considers that the costs to repair and rehabilitate pavement that has been impacted by utility cuts is approximately double the costs to repair and rehabilitate pavement without utility cuts.⁹ Taken together, the 10% assumption for the pavement repair and rehabilitation amount associated with utility cuts used in this Study contemplates up to 5% of pavement service area being affected by utility cuts (nearly five times the area cited in the Federal Highway Administration Manual) at double the repair and rehabilitation costs for pavement not affected by

⁸ <https://www.fhwa.dot.gov/utilities/utilitycuts/man01.cfm>

⁹ Analysis of the Impact of Utility Cuts on Rehabilitation Costs in Santa Cruz County, CA; November 2002; Shahin & Associates Pavement Engineering.

utility cuts. The results of the 10% assumption for the impacts of utility cuts is demonstrated in **Table 11**, below.¹⁰

Table 11: Average Annual Pavement Impacts from Vehicles

Category	Amount of Impacts from All Sources	Reduction for Utility Cuts	Amount of Impacts from Vehicles
Average Annualized Repair	\$861,589	-10%	\$775,430
Average Annualized Deferred Maintenance	\$3,672,286	-10%	\$3,305,057
Total	\$4,533,875	-10%	\$4,080,488

Table 12, below, shows the breakdown of the average annual pavement impacts from all vehicles by street type, using the total from Table 11.

Table 12: Total Pavement Impacts from Vehicles by Street Type

Variable	Residential	Arterial and Collector	Total
Percentage of Streets by Type (From Table 8)	63.3%	36.7%	100%
Total	\$2,581,919	\$1,498,569	\$4,080,488

Total Annual Pavement Impacts

Calculating the total annual Pavement Impacts using the variables, estimates, and assumptions from the prior section is a function of multiplication, as shown in **Table 13**, on the following page.

¹⁰ R3 is aware of a Study conducted by another consultant that found a higher percentage for the impacts of trench cutting (i.e., 25%). R3 has not had opportunity to review that study or the basis its conclusion. However, if this Study were to have used a 25% factor for the impacts of trench cutting, rather than 10%, the result would not change our ultimate findings. This is because using a 25% factor rather than a 10% factor would result in a reduction in the value of the total pavement impacts from Contractor's vehicles shown in Table 13 by \$678,234.

Table 13: Calculation of Total Pavement Impacts from Contractor's Vehicles

Variables	Residential	Arterial and Collector	Grand Total
Annual Pavement Impacts from Vehicles (From Table 12)	\$2,581,919	\$1,498,569	
Percentage Impacts from Contractor's Vehicles (From Tables 9 and 10)	62.94%	5.23%	
Total	\$1,625,065	\$78,376	\$1,703,440

3. FINDINGS & CONCLUSIONS

Franchise Fee

- » The FY 2022-23 Franchise Fee paid to the City was \$407,921 and the FY 2023-24 amount was \$432,818.
- » R3 calculated estimates of the City's Costs and Property Use Charges based on actual and estimated cost information provided by the City, and with conservative assumptions for estimated values. The sum of FY 2023-24 annual City's Costs (\$574,529) and Property Use Charges (\$441,521) calculated in this Study is \$1,016,050.
- » Where assumptions were necessary to complete the analysis in this Study, attempts were made to apply conservative assumptions given a range of possible inputs.
- » The City's Costs have been reviewed and confirmed by City staff as being representative of the actual time and costs incurred for these activities. Amounts of Property Use Charges are proportionately allocated to the Contractor with due recognition of the realities of the Contractor's operations.
- » The amounts calculated in this Study are \$521,152 (51%) higher than the projected FY 2023-24 Franchise Fee payments.
- » The Franchise Fee therefore is not more than necessary to cover the City's costs incurred in managing and administering the Agreement and the sanitation system plus the value of the Contractor's use of the public right-of-way.
- » R3 also calculated estimates for SB 1383/AB 939 related program compliance costs of \$73,486. The AB 939 Fess paid to the City were \$62,080 in FY 2023-24.
- » The AB 939 Fee therefore is not more than necessary to cover the City's costs incurred in complying with AB 939.
- » R3 also calculated estimates of the Pavement Impacts from Contractor's solid waste collection vehicles based on quantifiable impacts from such vehicles. The amount of annual Pavement Impacts calculated in this Study is \$1,703,440.

4. RECOMMENDATIONS

Annual Adjustments

All values calculated in this Study are in current FY 2023-24 dollars. Given that the City's Costs, Property Use Charges, and Pavement Impacts will all tend to change over time in response to changing staffing, benefits, and other costs, it would be appropriate for the City to implement an annual adjustment to the Franchise Fee.

R3 recommends the City consider including an automatic annual adjustment that would change the fee in proportion to the percentage change in the Consumer Price Index (CPI).

Sources and Uses Accounting

Currently, the City's Costs, Property Use Charges, and Pavement Impacts are not tied to Franchise Fee revenues in the City's accounting system. The City could implement project code accounting and/or enterprise fund accounting for the Franchise Fee to better track source revenues and their uses. In either case, allocated and/or direct staffing and other costs could be tied to source revenues, while the Property Use Charges could be transferred out for general use.

R3 recommends the City consider implementing sources and uses accounting practices for Franchise Fee revenues, City's Costs, Property Use Charges, and Pavement Impacts.

Periodic Recalculation

Over time, the City's Costs associated with the Agreement and the sanitation system, the value of Property Use Charges for use of the public right-of-way, and the annualized costs associated with Pavement Impacts from the Contractor's solid waste collection vehicles may change in ways that vary from the annual change in the CPI. Additionally, changes in City policies, programs, procedures, organization, geopolitical boundaries, laws, regulations, court rulings, and/or other factors may also trigger a need for recalculating fees.

R3 recommends the City consider updating this Study periodically (e.g., every five years) or more frequently if needed to recalculate fees in response to other factors.

Vehicle Impact Fees

As described in this Study, solid waste collection vehicles account for up to \$1,703,440 of annual damage to the City's street system. Should the City elect to implement a new Vehicle Impact Fee, we would recommend that the amount be considerably less than the amount calculated in the Study to be conservative given the unsettled legal landscape.



CITY COUNCIL REPORT

11.A.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2025/26 REVISED PROPOSED OPERATING AND CAPITAL BUDGET

RECOMMENDATION

City staff recommend that the City Council review the Revised Proposed Fiscal Year (FY) 2025/26 Operating and Capital Budget and provide direction to staff for changes to incorporate into the next draft of the document, the Final Proposed version.

BACKGROUND

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's financial resources. City staff is responsible for preparing a proposed budget for City Council's consideration, modification, and adoption.

As noted above, the City goes through an annual process of developing a budget for the upcoming fiscal year. The City's budget development process is considered an "incremental" budget process, meaning that the budget for the upcoming year is developed based on the current year's budget and includes incremental changes. City staff take the following steps to create the Revised Proposed budget:

- Finance Department will use the current FY 2024/25 budget, which incorporates any mid-year changes approved by the City Council, as the starting point;
- Finance Department creates a "baseline budget" for FY 2025/26 by taking the ongoing revenues and expenditures included in the current FY 2024/25 budget and factoring in known or assumed changes, which department confirm, to ongoing revenues and expenditures for FY 2025/26 (i.e., forecasted changes to different revenue streams, general inflation, known changes to debt service, etc.);
- Departments submit requests for changes from the baseline budget to address proposed special projects or increased service levels;
- Finance Department and City Manager consider department requests for changes to the baseline budget and prepare a Preliminary Proposed budget for the City Council's consideration;
- City Council reviews the Preliminary Proposed budget and directs staff on changes to be made; and
- Finance Department and City Manager make changes and prepare a Revised Proposed budget for the City Council's consideration.

City staff presented the draft baseline General Fund budget to the Finance Subcommittee on April 24, 2025 to receive feedback on the assumptions contained in the baseline budget. The Finance Subcommittee did not direct staff to make any changes to the baseline General Fund budget. Staff reviewed and revised the baseline budget multiple times to ensure that it does not include any one-time revenues or expenditures and that all of the estimates it contains are as precise as feasible. This resulted in a Preliminary Proposed budget.

At its regular meeting on May 6, 2025 and a special meeting (budget workshop) on May 13, 2025, the City Council reviewed the Preliminary Proposed budget. Staff presented the General Fund budget which was balanced and reflected a surplus of approximately \$1.4 million, however, the other operating funds (Recreation, Pinole Community Television, and Building and Planning) were unbalanced and required additional General Fund operating subsidies.

Staff incorporated several changes into the budget since then, including increasing the transfers from the General Fund to the operating funds to balance the funds. This resulted in a Revised Proposed budget.

The budget development process is an iterative process, so it is expected that updates will be made to each version as we continue to refine the budget, until adoption.

The FY 2025/26 Revised Proposed Operating and Capital Budget document (Attachment A) maps out the City's financial and operational plans for the fiscal year and includes budget details for all City funds.

REVIEW AND ANALYSIS

The first step in the annual budget development process is for City staff to create a "baseline" budget for the upcoming fiscal year. The baseline budget for the upcoming fiscal year (FY 2025/26, in this case) contains all of the ongoing revenue and expenditure items from the current budget (FY 2024/25) adjusted for known or anticipated changes in economic conditions, costs of goods and services, contractual agreements, etc. Staff use the baseline budget to then develop the proposed budget for the upcoming fiscal year.

The City's revenues and expenditures are partitioned into different "funds" to ensure that revenues that are intended for specific purposes are expended accordingly. The City's main fund, the General Fund, accounts for all of the City's general revenues and supports most of the City's core services, such as police, fire, community services and recreation, and street and facility maintenance. The General Fund includes revenue from Measure S 2006, Measure S 2014, and the new Measure I 2024. General Fund resources can be spent on many different City activities. Because the General Fund is the largest fund and most flexible pool of City resources, it is the focus of the City's budget. The City has other operating funds that account for revenues that are restricted for specific services and associated expenditures. These include the Recreation Fund, Building and Planning Fund, Pinole Cable Access Television (PCTV) Fund, and Sewer Enterprise Fund.

It is important to note that the baseline budget is not the same as the proposed budget. Once the baseline budget is set, it is built upon to produce the proposed budget, which will include non-recurring items, such as special initiatives and projects, and capital improvement projects.

City staff is required by the City's Financial Policy on a Structurally Balanced Budget to create a proposed General Fund operating budget that is structurally balanced, meaning that ongoing revenues equal or exceed ongoing expenditures.

General Fund Revised Proposed Budget

The Revised Proposed budget for FY 2025/26 is primarily a status quo budget, meaning it does not include any major changes to City programs or services. The total Revised Proposed Budget includes estimated revenues of \$31,485,380 and estimated expenditures of \$32,749,316 of which \$1,263,937 is appropriated for one-time items and several capital improvement projects.

Combined, recurring revenues and expenditures and one-time revenues and expenditures make up the Revised Proposed Budget.

The Revised Proposed budget includes the following noteworthy items:

- New sales tax revenue as a result of Pinole voters passing a half-cent sales tax measure (Measure I) during the 2024 municipal election. It is expected to generate approximately \$2.6 million annually;
- General Reserve Policy amended to 25% from 50% of total ongoing General Fund expenditures. The proceeds will be deposited into the Section 115 Trust for Other Post-Employment Benefits (OPEB) costs. A portion (\$630,182) will be transferred into the General Fund to offset OPEB costs; and
- Staff travel and training reductions of \$62,880;
- A balanced baseline budget; and
- It does not include any potential salary adjustments that could result from labor agreements.

General Fund Revised Proposed Baseline Budget

The FY 2025/26 General Fund Revised Proposed baseline budget includes recurring General Fund revenues, such as tax revenues, public safety charges, other revenues, and transfers in. Revenues have been adjusted to reflect growth rate assumptions. Recurring General Fund expenditures have also been adjusted. This includes increases in the salaries/wages to account for salary increases, increases in benefits consistent with updated rates, and inflationary increases in operations and maintenance. The baseline budget assumes no change in the staff levels or programs. The baseline budget illustrates whether, if the City maintains its current revenue mechanisms and staffing and service levels, the budget would be balanced or not. It is a public finance best practice, and a goal of the City's Financial Policy on a Structurally Balanced Budget, to create a proposed General Fund operating budget that is structurally balanced, meaning that ongoing revenues equal or exceed ongoing expenditures.

At this point, the FY 2025/26 General Fund baseline budget projection indicates it is structurally balanced with estimated ongoing revenues of \$31,485,380 and estimated ongoing expenditures of \$31,485,380. The General Fund provides operating subsidies to special

revenue funds that are not able to collect sufficient revenues to cover all their expenditures. Currently, the following funds receive General Fund subsidies: Recreation Fund (\$1,793,450); Building and Planning Fund (\$894,670); PCTV Fund (\$361,794).

One-time revenues and one-time expenditures for operating and capital improvements are not included in the baseline budget projection.

Combined, recurring revenues and expenditures and one-time revenues and expenditures make up the Revised Proposed Budget.

Table 1 below compares the FY 2024/25 baseline budget to the proposed FY 2025/26 baseline budget. Following the table are descriptions of the components that are included in the FY 2025/26 baseline budget.

Table 1 – Comparison of FY 2024/25 and FY 2025/26 General Fund Baseline Budget

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Revenues				
Property Taxes	\$ 6,168,067	\$ 6,698,790	\$ 530,723	9%
Sales and Use Taxes	4,536,436	4,567,189	30,753	1%
Sales and Use Taxes - Measure S 2006	2,581,000	2,599,000	18,000	1%
Sales and Use Taxes - Measure S 2014	2,581,000	2,599,000	18,000	1%
Sales and Use Taxes - Measure I 2024	-	2,599,000	2,599,000	0%
Utility Users Taxes (UUT)	2,285,000	2,345,000	60,000	3%
Franchise Taxes	850,000	850,000	-	0%
Transient Occupancy Tax (TOT)	460,000	400,000	(60,000)	-13%
Business License Tax	460,000	469,200	9,200	2%
Intergovernmental Taxes	2,402,673	2,513,149	110,476	5%
Permits	251,700	301,700	50,000	20%
Fees	138,354	132,309	(6,045)	-4%
Charges for Services	1,774,307	1,861,497	87,190	5%
Other Revenues	462,106	366,619	(95,488)	-21%
Transfers In - Pension Trust	2,425,000	2,552,745	127,745	5%
Transfers In - OPEB Trust	-	630,182	630,182	0%
Transfers In - General Reserve (one-time)	843,790	-	(843,790)	-100%
Total Revenues	28,219,433	31,485,380	3,265,947	12%
Expenditures				
Salaries and Wages	10,343,285	10,526,279	182,994	2%
Benefits - PERS	3,985,906	4,437,115	451,209	11%
Benefits - Other Benefits	3,414,082	3,741,236	327,154	10%
Professional Services	8,342,117	8,837,233	495,116	6%
Other Operating	322,711	378,156	55,445	17%
Materials and Supplies	185,033	184,998	(35)	0%
Interdepartmental Charges	(719,548)	(665,537)	54,011	-8%
Capital Outlay	148,440	191,440	43,000	29%
Debt Service	636,107	653,545	17,438	3%
Transfers Out	1,561,300	3,200,914	1,639,614	105%
Total Expenditures	28,219,433	31,485,379	3,265,946	12%
Net Surplus/(Deficit)	\$ -	\$ 0		

General Fund Revenues

Property Tax

Property tax is an ad valorem tax imposed on real property (land and permanently attached

improvements such as buildings) and tangible personal property (movable property). The fixed statutory rate is 1% of the assessed valuation of which the City of Pinole receives approximately 19%. Assessed value is based on the 1975 property values with subsequent increases limited to 2% or CPI growth, whichever is less. Property tax is made up of four components—secured (basic, unsecured, supplemental, and property transfer tax. The FY 2025/26 baseline budget assumes a 9% growth rate from FY 2024/25 due to an increase in the residual RPTTF revenue as a result of retirement of former Redevelopment debt and dissolution of the Successor Agency.

Sales Tax

Sales tax is imposed on taxable goods and services purchased from the following industry groups: autos and transportation, building and construction, business and industry, food and drugs, fuel and service stations, general consumer goods, restaurants and hotels, and online. The overall sales tax rate on purchases made in Pinole is now 10.25% as voters passed an additional half-cent sales tax (Measure I) during the November 2024 election. Of that amount, the City receives the statewide standard 1% (referred to as the Bradley Burns sales tax) plus 0.5% due to Measure S 2006, 0.5% due to Measure S 2014, and 0.5% due to Measure I 2024. The FY 2025/26 baseline budget assumes a 1% growth rate in the City's sales tax revenue (Bradley Burns and Measure Ss only), consistent with projections provided by HdL, the City's sales tax consultant. Factoring in Measure I, the growth rate is 27% compared to FY 2024/25 due to the new revenue.

Utility Users Tax

Utility Users' Tax (UUT) is levied in accordance with Chapter 3.26 of the Municipal Code, amended in 2018 which levies an 8% tax on the value public utilities services consumed within the City limits for electricity, natural gas, and telecommunications. Low-income households are eligible for exemption from payment. The Electorate ratified renewal of the taxing authority in November 2018 with no sunset date. The FY 2025/26 baseline budget assumes a 3% growth rate based on trend analysis. The electricity segment in particular continues to increase substantially year after year in line with rate increases set by service providers.

Franchise tax

Franchise tax is levied on public utilities and other corporations that use the public right of way to furnish gas (PG&E) (1%), electric (PG&E) (2%), refuse (Republic Services) (10%), and cable television (Comcast and AT&T) (5%) to citizens living within city boundaries. The various fees are delineated in franchise agreements and are paid directly to the city by these franchisees. The FY 2025/26 baseline budget assumes no growth based on trend analysis. While the gas, electricity, and refuse segments are projected to grow slightly, the increase is offset by the decrease in the cable segment. This is due to consumers continuing to move away from traditional cable.

Intergovernmental Taxes

Motor vehicle in-lieu fee (VLF) is the City's share of motor vehicle license fees levied, collected and apportioned by the State. VLF is a tax on the ownership of registered motor vehicles which takes the place of taxation of this personal property. The VLF is paid annually

at the time vehicle licenses are renewed based on current value adjusted for depreciation. The FY 2025/26 baseline budget assumes a 5% growth rate, consistent with projections provided by HdL, the City's property tax consultant.

Transient Occupancy Tax

Transient occupancy tax (TOT) is a 10% tax levied by the City for the privilege of occupying quarters on a transient basis in accordance with Chapter 3.24 of the Municipal Code. This tax is imposed upon persons staying 30 days or less in a motel or lodging facility. The FY 2025/26 baseline budget assumes a -13% growth rate based on trend analysis, which has shown a continuous downward trend.

Business License Tax

Business license tax is assessed on all businesses doing business within City limits in accordance with Municipal Code Title 5. The City charges business license tax in accordance with the provisions of Government Code 37101. Pinole's tax is computed based on a flat tax (currently \$168) per year combined with a variable tax component based on the number of employees. The FY 2025/26 baseline budget assumes a 2% growth rate based on trend analysis.

Charges for Services

Changes for services is comprised of public safety charges which are received for dispatch services provided to the cities of Hercules and San Pablo under an Intergovernmental Service Sharing agreement. A portion of the costs of this activity are reimbursed by the City of Hercules and City of San Pablo. Under the current agreement, the City's recovers approximately 67% of the activity's budget. The FY 2025/26 baseline budget assumes a 5% growth rate based on projections provided in the five-year agreement that went into effect on July 1, 2023.

Permits

Permits consist of various permits, including sidewalk, grading, and encroachment permits. The FY 2025/26 baseline budget assumes a 20% growth rate. This is primarily due to the projected growth in encroachment permits, consistent with past trends, and the increase in citywide fees consistent with the Consumer Price Index (CPI) increase of 2.7%.

Fees

Fees consist of various fees mostly related to permits, including rental inspection, technology, administrative fees, abatement, and code enforcement fees. Most fees are increasing consistent with the Consumer Price Index (CPI) of 2.7%. The FY 2025/26 baseline budget assumes a small reduction of 4%. This is primarily due to a projected decrease in code enforcement fees, consistent with trends.

Other Revenues

Other revenue is made up of all other revenue sources, including fines and forfeitures, interest income, grants, and other miscellaneous revenue. These revenues are projected primarily

using historical trend analysis. The FY 2025/26 baseline budget assumes a -21% growth rate. The reduction is mostly due to a projected decrease in investment earnings, consistent with market trends and less idle cash available to invest.

Transfers In

The transfer in comes from the Pension Section 115 Trust to offset the increase in pension and Other Post-Employment Benefits (OPEB) costs in the General Fund. The amount transferred is based on the difference between the City's base year (FY 2018/19) contribution toward employee pensions and the forecasted required City contribution in the budget year.

General Fund Expenditures

Salaries & Wages

Salaries and wages expenditures in the baseline budget are computed based on the City's current staffing level of 117 full-time equivalents (FTEs). It assumes one new position (Associate Civil Engineer) which will be fully funded by the Sewer Enterprise Fund. The FY 2025/26 baseline budget assumes a 2% growth rate and does not include any increases other than the normal salary increases for staff who have not reached the top of their job classification's salary range. Also, the baseline budget includes a vacancy savings factor to account for estimated cost savings resulting from unfilled positions. The vacancy savings factor is \$500,000, or 3% of total salary and benefits expenditures.

Benefits

Retirement benefits are the City's annual required contribution as determined by the most recent actuarial valuation reports as of July 2024 provided by the California Public Employees' Retirement System (CalPERS). The FY 2025/26 baseline budget reflects the estimated cost net of the required employer contribution minus employee contributions. Based on labor contracts between the City and its employees, employees contribute the 8% required employee contribution plus an additional 7% toward the required employer contribution, for a total of 15% for classic members. It should be noted that the pension unfunded liability increased significantly from FY 2024/25 to FY 2025/26 due to CalPERS' investment losses in previous years. As a result, the required employer contribution increased by 11% in the General Fund alone.

Other benefits include employee medical, dental, and vision care; workers' compensation; and others. The benefits cost in the FY 2025/26 baseline budget is based primarily on industry trends and rates established by benefit providers. The FY 2025/26 baseline budget assumes a net 10% increase mostly due to significant increases in healthcare costs.

Professional Services

Professional services include consulting and administrative services, building and equipment maintenance, office expenses, travel & training, and various other professional services. Contracted services provided by other government agencies, including the Contra Costa County Fire Protection District (CCCFFPD) for fire services (\$5,997,349), and County animal services (\$226,437) and library services (\$202,430), are included in this category. The FY

2025/26 baseline budget accounts for contract cost escalation.

Other Operating

Other operating expenditures include water, electricity & power, and cable utility costs. The FY 2025/26 baseline budget assumes a 17% growth rate based on projected rate increases, primarily in electricity.

Materials and Supplies

Materials and supplies include fuel, maintenance supplies, and safety equipment. The FY 2025/26 baseline budget assumes no growth based on trend analysis.

Interdepartmental Charges

Interdepartmental charges include administrative charges and reimbursements for services provided by one City department to another, such as finance, human resources, information technology, and legal services. This category also includes general liability insurance premiums. The FY 2025/26 baseline budget assumes a net 8% decrease based on lower reimbursements to the General Fund from other funds and higher insurance premiums.

Asset/Capital Outlay

Capital outlay includes non-major asset acquisition and improvements, such as computer equipment and furniture. The FY 2025/26 baseline budget includes cost estimates of specific items to be purchased.

Major capital improvements funded by the General Fund and Measure S are not reflected in the FY 2025/26 baseline budget. Though they may span multiple fiscal years, capital projects are non-recurring in nature and are not accounted for in the baseline budget. All planned capital projects are detailed in the City's Five-Year Capital Improvement Plan for FY 2025/26 – FY 2030/31.

Debt Service

Debt service includes the payment of principal and interest on the 2006 pension obligation bonds (POBs) that were issued to finance the City's unfunded accrued actuarial liability with CalPERS. The required annual payment is based on the long-term debt obligation payment schedule.

Transfers Out

Transfers out include the transfer of funds from the General Fund, Measure S, and Measure I to other funds, including the Recreation, Pinole Community Television (PCTV), and Building and Planning Funds. The transfer helps to stabilize the budgets in those areas as the operating costs are not fully recoverable.

General Fund One-time Budget Items and Capital Improvement Projects

The following items are one-time budget items and capital improvement projects to be funded by General Fund unassigned (unreserved) fund balance. This is an acceptable use of the unassigned fund balance as these items are non-recurring. Also, they are not a part of the baseline budget since they are not funded with recurring revenues. The FY 2025/26 budget assumes the use of \$1,263,937 of unassigned fund balance for these items.

Note that a number of capital improvement projects previously funded by the General Fund and Measure S Funds have been moved other funds, including road funds and development impact fee funds which have accumulated substantial balances.

Table 2 – General Fund One-Time Budget Items and Capital Projects

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

Other Operating Fund Budgets

The following funds are the City's other main operating funds outside of the General Fund, which include the Recreation Fund, Building and Planning Fund, Pinole Community Television (PCTV) Fund, and Sewer Enterprise Fund.

Recreation Fund

The Recreation Fund accounts for program fees, fundraising proceeds, and donations for Recreation programs. Resources are used towards staffing and maintenance costs to operate the programs. The fund receives a transfer in from the General Fund to offset a recurring operating loss. For FY 2025/26, revenue is projected to be \$573,563 and the General Fund transfer is \$1,793,450. Expenditures are projected to be \$2.3 million. Staff continue to explore options to reduce the need for General Fund support, including actively pursuing grant and sponsorship opportunities.

Table 3 – Comparison of FY 2024/25 and FY 2025/26 Proposed Recreation Fund Budget

	FY 2024/25	FY 2025/26		
	Adopted Budget	Proposed Budget	\$ Change	% Change
Revenues				
Grants	\$ 81,983	\$ -	\$ (81,983)	-100%
Licenses & Permits	250	250	-	0%
Fees	15,000	30,000	15,000	100%
Charges for Services	352,610	387,900	35,290	10%
Miscellaneous Revenue	54,512	155,413	100,901	185%
Transfers In - From General Fund	751,300	1,793,450	1,042,150	139%
Total Revenues	1,255,655	2,367,013	1,111,358	89%
Expenditures				
Salaries and Wages	949,473	986,653	37,180	4%
Benefits	402,219	433,076	30,857	8%
Professional Services	465,304	525,627	60,324	13%
Other Operating	241,632	191,736	(49,896)	-21%
Materials and Supplies	7,261	10,050	2,789	38%
Interdepartmental Charges	194,867	184,870	(9,997)	-5%
Capital Outlay	119,500	35,000	(84,500)	-71%
Total Expenditures	2,380,256	2,367,013	(13,243)	-1%
Net Surplus/(Deficit)	\$ (1,124,601)	\$ (0)		

Building and Planning Fund

The Building and Planning Fund accounts for fees collected for building permits and plan check fees. Fees collected are used to cover the cost involved in plan checks and inspections performed. The last fee study conducted recommended changes to the City's building and planning fees, which has increased revenue. The fund receives a transfer in from the General Fund to offset a recurring operating loss. For FY 2025/26, revenues are projected to be \$1.8 million and the General Fund transfer is \$894,670. Expenditures are projected to be \$2.7 million. Staff continue to explore options to reduce the need for General Fund support, including actively pursuing grant opportunities.

Table 4 – Comparison of FY 2024/25 and FY 2025/26 Proposed Building and Planning Fund Budget

Building and Planning Fund				
	FY 2024/25	FY 2025/26		
	Adopted Budget	Proposed Budget	\$ Change	% Change
Revenues				
Grants	\$ 40,000	\$ 442,800	\$ 402,800	1007%
Licenses & Permits	476,916	506,011	29,095	6%
Fees	865,610	852,866	(12,744)	-1%
Fines and Forfeitures	20,000	30,000	10,000	50%
Miscellaneous Revenue	6,000	4,460	(1,540)	-26%
Transfers In - From General Fund	67,000	894,670	827,670	1235%
Total Revenues	1,475,526	2,730,807	1,255,281	85%
Expenditures				
Salaries and Wages	901,446	1,125,970	224,524	25%
Benefits	350,581	535,616	185,035	53%
Professional Services	827,795	913,474	85,679	10%
Other Operating	6,050	6,050	-	0%
Materials and Supplies	3,000	1,900	(1,100)	-37%
Interdepartmental Charges	125,186	145,797	20,611	16%
Capital Outlay	5,500	2,000	(3,500)	-64%
Total Expenditures	2,219,558	2,730,807	511,249	23%
Net Surplus/(Deficit)	\$ (744,032)	\$ (0)		

Pinole Community Television (PCTV) Fund

The PCTV Fund accounts for revenue received from cable franchise fees, video production and broadcast charges, and Public, Educational, and Governmental (PEG) access fees. PEG access fees are designated for equipment purchases. Transfers from the General Fund also help support the operating costs. For FY 2025/26 revenue is projected to be \$285,826 and the General Fund transfer is \$361,794. Expenditures are projected to be \$647,621. Staff continue to explore options to reduce the need for General Fund support, including actively pursuing grant and sponsorship opportunities.

Table 5 – Comparison of FY 2024/25 and FY 2025/26 Proposed PCTV Fund Budget

Pinole Community Television (PCTV) Fund				
	FY 2024/25	FY 2025/26		
	Adopted Budget	Proposed Budget	\$ Change	% Change
Revenues				
Franchise Taxes	\$ 26,486	\$ 26,486	\$ -	0%
Charges for Services	179,047	168,840	(10,207)	-6%
Miscellaneous Revenue	3,000	90,500	87,500	2917%
Transfers In	160,000	361,794	201,794	126%
Total Revenues	368,533	647,620	279,087	76%
Expenditures				
Salaries and Wages	252,487	252,008	(479)	0%
Benefits	228,044	239,500	11,456	5%
Professional Services	52,170	34,984	(17,187)	-33%
Other Operating	6,818	6,818	-	0%
Materials and Supplies	350	350	-	0%
Interdepartmental Charges	82,589	64,607	(17,982)	-22%
Capital Outlay	211,425	49,355	(162,070)	-77%
Total Expenditures	833,883	647,621	(186,262)	-22%
Net Surplus/(Deficit)	\$ (465,350)	\$ (1)		

Sewer Enterprise Fund

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant, which serves the Pinole and Hercules areas. Revenue from charges for services are received with the property tax assessments in December, April, and June; and monthly from the City of Hercules for its share of wastewater treatment costs. For FY 2025/26, revenue is projected to be \$13,035,506. Expenditures are projected to be \$38,229,096. The budget includes the addition of one Associate Civil Engineer.

This fund includes both operating and capital improvement expenditures. Ongoing revenues are sufficient to cover ongoing expenditures. Capital improvement expenditures are mostly covered by available fund balance in the Sewer Enterprise Fund, which has accumulated over several fiscal years.

Table 6 – Comparison of FY 2024/25 and FY 2025/26 Proposed Sewer Enterprise Fund Budget

Sewer Enterprise Fund				
	FY 2024/25	FY 2025/26		
	Adopted Budget	Proposed Budget	\$ Change	% Change
Revenues				
Charges for Services	\$ 10,164,403	\$ 12,735,506	\$ 2,571,103	25%
Investment Income	200,000	300,000	100,000	50%
Total Revenues	10,364,403	13,035,506	2,671,103	26%
Expenditures				
Salaries and Wages	1,783,010	1,904,585	121,575	7%
Benefits	1,065,047	1,151,537	86,490	8%
Professional Services	1,033,464	973,464	(60,000)	-6%
Other Operating	798,500	873,500	75,000	9%
Materials and Supplies	1,478,000	1,493,000	15,000	1%
Interdepartmental Charges	1,005,179	1,040,221	35,042	3%
Capital Outlay	28,996,597	29,181,597	185,000	1%
Debt Service	1,611,568	1,611,192	(376)	0%
Total Expenditures	37,771,365	38,229,096	457,731	1%
Net Surplus/(Deficit)	\$ (27,406,962)	\$ (25,193,590)		

Other Budget Updates and Considerations

The following information is responsive to City Council direction to staff during the special City Council meeting on May 13, 2025. Staff will need direction on the item related to the City Council travel and training budget allocation.

General Reserve Policy

The City maintains a General Reserve pursuant to the Reserve Policy which directs the City to maintain a balance in the reserve equal to 50% of total ongoing General Fund expenditures. To align the City's reserve level with that of similar agencies and municipal industry standards, staff recommend that the City Council consider reducing the reserve level to 25%, three months of expenditure coverage. Further, staff recommend transferring the savings from the reduction to the City's Section 115 Trust to set aside funds for Other Post-Employment

Benefits (OPEB), or retiree medical benefits. Retiree medical reimbursements would then be paid from the trust, thereby, relieving the General Fund budget. At the May 13, 2025 special meeting, the Council accepted staff's recommendation and directed staff to deposit the funds into the Section 115 Trust to offset the costs of Other Post-Employment Benefits (OPEB). Table 7 summarizes the General Reserve reduction. Table 8 is a comparison of the reserve policies of several agencies, for reference.

Table 7 – Balance of General Reserve and Transfer to Section 115 Trust

Estimated General Reserve Balance, 6/30/25	\$10,252,000
25% of Total Ongoing General Fund Expenditures (Amount to remain in General Reserve)	7,852,845
Amount Available to Transfer to Section 115 Trust	\$2,400,000

Table 8 – Comparison of General Fund Reserve Policy

Jurisdiction	General Fund Reserve Policy
Albany	25% of annual operating expenses
American Canyon	25% of annual operating expenses
Dixon	25% of annual operating expenses
El Cerrito	A minimum of 10% of annual operating expenses
Emeryville	50% of annual operating expenses
Hercules	A minimum of 8.33% of General Fund expenses
Martinez	A minimum of \$5,000,000 (16.2% of annual operating expenses)

Request for New Position

Staff recommended that the City Council consider adding one Associate Engineer position which will be fully funded by the Sewer Enterprise fund. This position is needed to add staff capacity for the advancement of several critical capital improvement projects at the wastewater treatment and collection plant. At the May 13, 2025 special meeting, the Council accepted staff's recommendation and directed staff to add the position to the budget. The cost (\$179,000) is budgeted in the Sewer Enterprise Fund and there is no General Fund impact.

Debt Financing for Major Road Projects

A local government may finance the construction and improvement of its capital assets through debt financing. Debt financing is usually needed when the cost of a major capital improvement project exceeds tax and fee revenues available. Additionally, it allows an agency

to spread the cost of the project over time and manage cash flows. The replacement and rehabilitation of streets and roads has been identified as one of the City's top priorities. The current cost of operations and the current level of available resources are insufficient to keep the City's streets and roads in satisfactory condition. At the May 13, 2025 special Council meeting, staff presented various debt financing scenarios for the City Council to consider. The Council directed staff to explore debt financing of \$15-\$20 million over a 15-year period. Staff will return to a future Council meeting with information on this scenario.

City Council Travel and Training Budget

The FY 2024/25 original adopted budget included an allocation of \$4,250 per Council Member for discretionary travel and training. The City Council increased the allocation to \$12,000 per Council Member after the budget was adopted. The understanding was that this was a one-time increase for Council Members to attend a national conference. The FY 2025/26 Revised Proposed budget includes the original budgeted amount of \$4,250. Staff recommend that the City Council direct staff on the amount to be budgeted for FY 2025/26.

Next Steps

During the City Council meeting on June 3, 2025, staff will get direction on Council Members' requests for potential additions/deletions to the budget for incorporation into the Final Proposed budget, which will be presented for adoption on June 17, 2025.

FISCAL IMPACT

There is no fiscal impact as a result of the City Council reviewing the Revised Proposed budget.

ATTACHMENTS

- A. FY 2025/26 Revised Proposed Operating and Capital Budget
- B. Presentation

CITY OF PINOLE



Fiscal Year 2025/26

| OPERATING AND CAPITAL BUDGET

Revised Proposed Budget - June 3, 2025

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FISCAL YEAR (FY) 2025/26 OPERATING AND CAPITAL BUDGET

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Executive Summary

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EXECUTIVE SUMMARY

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's limited financial resources. City staff is responsible for preparing a proposed budget for City Council's consideration.

The Fiscal Year (FY) 2025/26 Operating and Capital Budget was created through a collaborative, iterative process involving the City Council, community, and City staff and includes the creation of a Preliminary Proposed, Revised Proposed, and ultimately Final Proposed budget. The budget development process is more fully described in the Budget Development Process section below.

The Fiscal Year (FY) 2025/26 Operating and Capital Budget is primarily a status quo budget, meaning that it does not include any major changes to City programs or services.

The City's all funds revenue in the Fiscal Year (FY) 2025/26 Operating and Capital Budget is approximately \$56.9 million, and all funds' expenditures are approximately \$92.5 million. The budget projection assumes a net use of fund balance of \$35.6 million for all funds combined as shown in Table 1 below. The majority of the use of fund balance is for several large, multi-year capital improvement projects, notably in the sewer enterprise fund. It is important to note that the total estimated costs of sewer capital projects are budgeted in year one (FY 2025/26) of the Capital Improvement Plan (CIP) although some projects may take several years to complete.

The General Fund (including Measure S 2006, Measure S 2014, and Measure I 2024 Funds) revenue is approximately \$31.5 million, and General Fund expenditures are approximately \$32.7 million. The budget includes the use of fund balance of \$1.3 million to complete one-time projects.

The budget includes funding for a number of Council-directed special projects, beyond staff's baseline work, Strategic Plan strategies, and Capital Improvement Plan (CIP) projects.

City staff believes that it will be able to complete the Council-directed special projects listed above by the end of FY 2025/26, but does not have the capacity to take on any additional special projects. Staff also recommends that the City adopt a practice of not adding any special projects mid-fiscal year unless an existing special project is taken off of the list.

It is a public finance best practice, and a goal of the City's Financial Policy on a Structurally Balanced Budget, to create a proposed General Fund operating budget that is structurally balanced, meaning that ongoing revenues equal or exceed ongoing expenditures.

Table 1 – All Funds Budgeted Revenues and Expenditures

Fund	Estimated Beginning Fund Balance July 1, 2025	FY 2025/26 Estimated Total Revenues	FY 2025/26 Estimated Total Expenditures	FY 2025/26 Contribution To/(From) Fund Balance	Estimated Ending Fund Balance June 30, 2026
General Fund					
General Fund (including Measure S 2006 and 2014, Measure I 2024)	\$ 6,192,972	\$ 31,485,380	\$ 32,749,316	\$ (1,263,936)	\$ 4,929,036
General Reserve Fund	9,847,838	300,000	-	300,000	10,147,838
Equipment Reserve Fund	278,579	150,000	205,000	(55,000)	223,579
Special Revenue Funds					
Gas Tax Fund	1,783,378	1,068,574	2,512,167	(1,443,593)	339,785
Restricted Real Estate Maintenance Fund	147,429	39,991	26,000	13,991	161,421
Public Safety Augmentation Fund	73,562	249,584	613,388	(363,804)	(290,242)
Traffic Safety Fund	290,810	24,500	57,191	(32,691)	258,119
Supplemental Law Enforcement Fund	213,881	185,000	303,281	(118,281)	95,600
NPDES Storm Water Fund	(183,587)	253,272	385,631	(132,359)	(315,946)
Recreation Fund	(94,728)	2,367,013	2,367,013	(0)	(94,728)
Building & Planning Fund	(2,297,130)	2,730,807	2,730,807	(0)	(2,297,130)
Refuse Management Fund	(24,324)	66,060	189,710	(123,650)	(147,974)
Solid Waste Fund	3,082,740	368,000	177,241	190,759	3,273,499
Measure C/J Fund	2,032,971	1,397,257	1,191,732	205,525	2,238,496
Rate Stabilization Fund	219,118	-	-	-	219,118
CASp Certification and Training Fund	57,018	-	-	-	57,018
Asset Seizure-Adjudicated Fund	19,268	-	19,268	(19,268)	0
Growth Impact Fund	3,525,045	-	2,436,000	(2,436,000)	1,089,045
Housing Assets Fund	7,999,088	55,000	342,961	(287,961)	7,711,127
Capital Projects Funds					
Lighting & Landscaping District Fund	55,014	63,911	85,175	(21,264)	33,750
Pinole Valley Caretaker Fund	(983)	15,000	14,989	11	(972)
Public Facilities Fund	471,649	-	502,000	(502,000)	(30,351)
City Street Improvements Fund	2,061,326	1,685,283	2,907,583	(1,222,300)	839,026
Arterial Streets Rehabilitation Fund	1,203,071	-	560,960	(560,960)	642,111
Enterprise Funds					
Sewer Enterprise Fund	19,712,784	13,035,506	38,229,096	(25,193,590)	(5,480,806)
Cable Access Television (PCTV)	(9,872)	647,620	647,621	(1)	(9,872)
Information Systems Fund	925	-	21	(21)	904
Fiduciary/Agency Funds					
Pension Fund	11,757,727	700,000	3,247,927	(2,547,927)	9,209,800
Total	\$ 68,415,569	\$ 56,887,757	\$ 92,502,077	\$ (35,614,320)	\$ 32,801,249

At this point, the FY 2025/26 General Fund baseline budget projection indicates it is structurally balanced with estimated ongoing revenues of \$31.5 million and estimated ongoing expenditures of \$31.5 million. Total General Fund expenditures include operating subsidies to special revenue funds that are not able to collect sufficient revenues to cover all their expenditures. Currently, the operating subsidies are as follows: Recreation Fund (\$1,793,450); Building and Planning Fund (\$894,670); PCTV Fund (\$361,794).

Table 2 – General Fund Revised Proposed Budget

	FY 2025/26 Baseline Budget	FY 2025/26 One-Time Items*	FY 2025/26 Total Budget
Revenues			
Property Taxes	\$ 6,698,790	\$ -	\$ 6,698,790
Sales and Use Taxes	4,567,189	-	4,567,189
Sales and Use Taxes - Measure S 2006	2,599,000	-	2,599,000
Sales and Use Taxes - Measure S 2014	2,599,000	-	2,599,000
Sales and Use Taxes - Measure I 2024	2,599,000	-	2,599,000
Utility Users Taxes (UUT)	2,345,000	-	2,345,000
Franchise Taxes	850,000	-	850,000
Transient Occupancy Tax (TOT)	400,000	-	400,000
Business License Tax	469,200	-	469,200
Intergovernmental Taxes	2,513,149	-	2,513,149
Permits	301,700	-	301,700
Fees	132,309	-	132,309
Charges for Services	1,861,497	-	1,861,497
Other Revenues	366,619	-	366,619
Transfers In - Pension Trust	2,552,745	-	2,552,745
Transfers In - OPEB Trust	630,182	-	630,182
Total Revenues	31,485,380	-	31,485,380
Expenditures			
Salaries and Wages	10,526,279	-	10,526,279
Benefits - PERS	4,437,115	-	4,437,115
Benefits - Other Benefits	3,741,236	-	3,741,236
Professional Services	8,837,233	468,937	9,306,170
Other Operating	378,156	-	378,156
Materials and Supplies	184,998	-	184,998
Interdepartmental Charges	(665,537)	-	(665,537)
Capital Outlay	191,440	795,000	986,440
Debt Service	653,545	-	653,545
Transfers Out	3,200,914	-	3,200,914
Total Expenditures	31,485,379	1,263,937	32,749,316
Net Surplus/(Deficit)	\$ 0		\$ (1,263,937)

The Fiscal Year (FY) 2025/26 Operating and Capital Budget consists of the baseline budget (ongoing operating budget), one-time operating budget items such as special Council-directed initiatives, and capital improvement projects that are funded by the General Fund including the Measure S and Measure I Funds. The graphic below depicts the composition of the Budget. As shown, the budget assumes the use of \$1.3 million of unassigned fund balance.

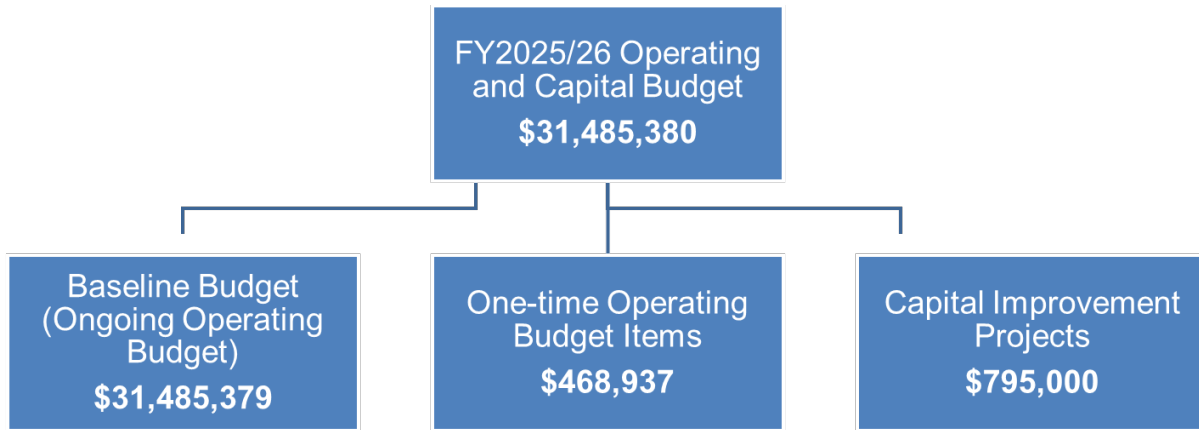


Table 3 in the following section provides a detailed list of the one-time budget items and capital improvement projects. Note that only the capital improvement projects that are funded by the General Fund are shown in Table 3.

Table 3 – One-Time Budget Items and Capital Improvement Projects

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

Background

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ELECTED OFFICIALS



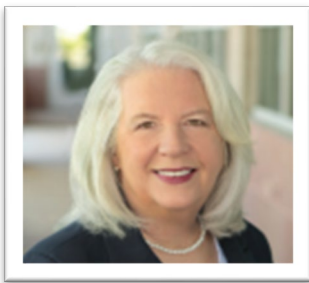
Cameron Sasai
Mayor



Anthony Tave
Mayor Pro Tempore



Devin Murphy
Council Member



Maureen Toms
Council Member



Norma Martínez-Rubin
Council Member



Roy Swearingen
City Treasurer

DEPARTMENT HEADS

City Manager	Kelcey Young
City Attorney (Contract)	Eric Casher
City Clerk	Heather Bell
Community Development Director	Lilly Whalen
Community Services Director	Andrea Dwyer
Finance Director	Markisha Guillory
Human Resources Director	Stacy Shell
Police Chief	Melissa Klawuhn
Public Works Director	Heba El-Guindy

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CITY OF PINOLE STRATEGIC PLAN 2020-2025

In February 2020, the City of Pinole adopted a Strategic Plan 2020 – 2025. The Strategic Plan established the following vision, mission, and goals for the City, as well as 22 specific “strategies” (special projects), to be completed over a five-year timeframe, that would help the City achieve the goals.

VISION

Pinole is a safe, vibrant, and innovative community with small town charm and high quality of life.

MISSION

Pinole will be efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

GOALS

1. **Safe and Resilient Pinole:** Develop and communicate resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.
2. **Financially Stable Pinole:** Ensure the financial health and long-term sustainability of the City.
3. **Vibrant and Beautiful Pinole:** Facilitate a thriving community through development policies and proactive relationship building.
4. **High Performance Pinole:** Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

The City Council held a special strategic planning meeting on April 29, 2023 during which it reaffirmed the vision, mission, and goals of the Strategic Plan and made some adjustments to some strategies.

PROFILE OF THE CITY

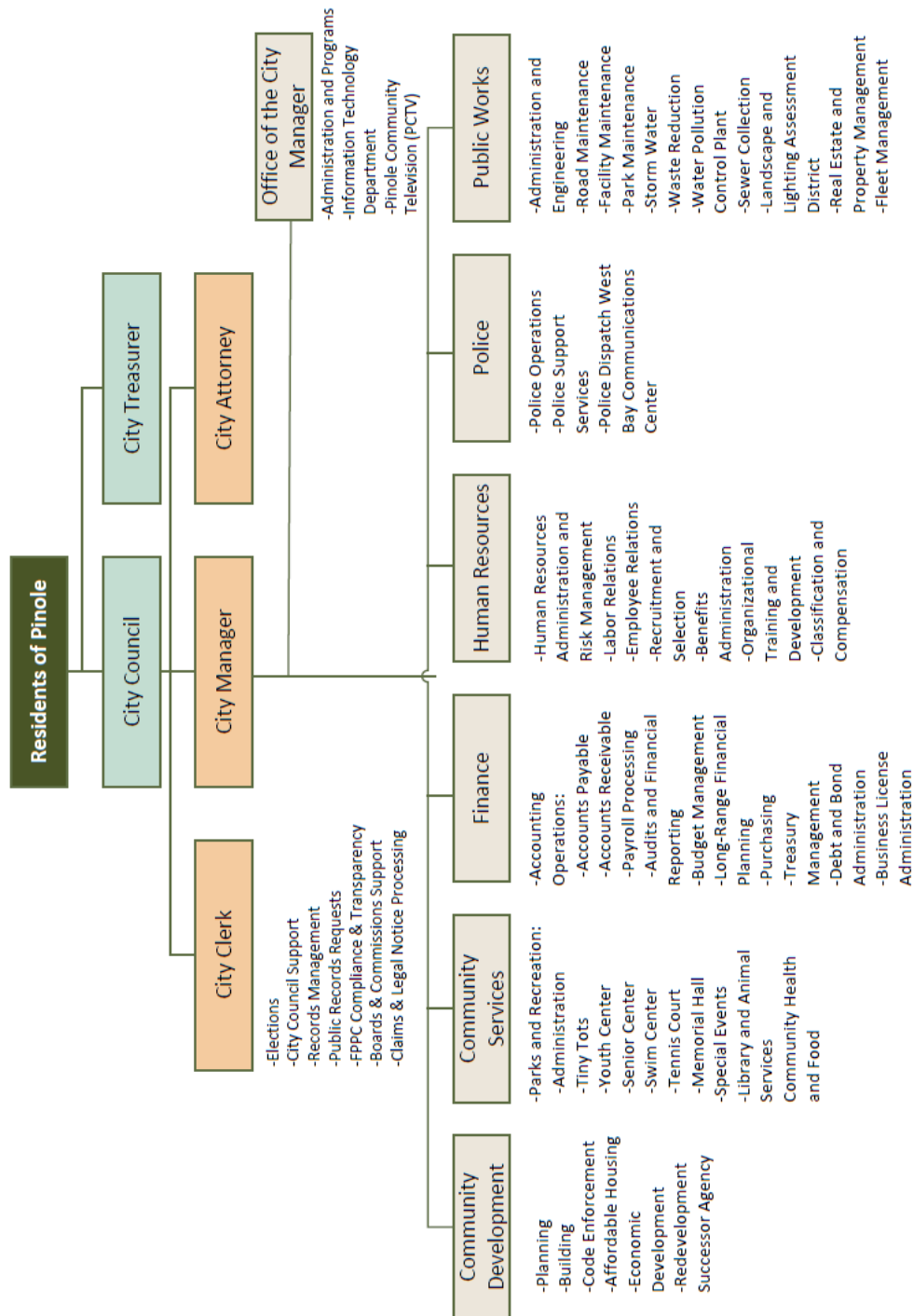
The City is primarily a residential community located in the San Francisco Bay Area on the shores of San Pablo Bay in West Contra Costa County. Highway Interstate 80, which traverses Pinole, connects the San Francisco/Oakland metropolitan area with Sacramento and points east. Pinole is linked to central Contra Costa County which includes the cities of Martinez, Concord, and Pleasant Hill by State Route 4 which begins just north of Pinole and connects with Interstate 680. There are approximately four-square miles of land included in Pinole's boundary. The City's population on January 1, 2024 was 18,192, according to the California Department of Finance.

The City of Pinole is a general law city that was incorporated on June 25, 1903. The City operates under a Council-Manager form of operation, whereby policies of the City Council are administered by a City Manager who is appointed by the City Council. All municipal departments operate under the supervision of the City Manager. The Council consists of five members who are elected at large for four-year overlapping terms. The Council elects one of the Council members to serve as Mayor each year.

The City is a full-service city that provides the following services: public safety (police), public works, community services (including recreation and Pinole community television), community development, and general administration services.



ORGANIZATIONAL STRUCTURE



Note: The Contra Costa County Fire Protection District provides fire safety services to Pinole residents.

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Budget Development Process and Budget Award

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BUDGET DEVELOPMENT PROCESS

The City's budget is created through a collaborative, iterative process involving the City Council, community, and City staff. The City's budget development process is considered an "incremental" budget process, meaning that the budget for the upcoming year is developed based on the current year's budget and includes incremental changes.

City staff takes the following steps to create the budget:

- Finance Department uses the current budget, which incorporates any mid-year changes approved by the City Council, as the starting point;
- Finance Department creates a "baseline budget" for the upcoming year by taking the ongoing revenues and expenditures included in the current budget and factoring in known or assumed changes to revenues and expenditures (i.e., forecasted changes to different revenue streams, general inflation, known changes to debt service, etc.);
- Departments review and confirm the known and assumed changes incorporated into the baseline budget;
- Departments submit requests for changes from the baseline budget to address proposed special projects or increased service levels;
- Finance Department and City Manager consider department requests for changes to the baseline budget and prepare a Preliminary Proposed budget for the Finance Subcommittee and/or City Council's consideration;
- Finance Department incorporates changes and prepares the Revised Proposed budget for the Finance Subcommittee and/or City Council's consideration;
- City Manager and Finance Department incorporates any final changes as necessary and submits the Final Proposed Budget to the City Council for adoption.

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KEY MILESTONES OF THE DEVELOPMENT OF THE BUDGET AND CIP FOR FY 2025/26

March 17, 2025

- Department Proposed FY 2025/26 Budget Requests due to Finance

April 24, 2025

- Finance Subcommittee Meeting
 - Draft FY 2025/26 General Fund Baseline Budget
 - Draft FY 2025/26 - FY 2029/30 Five-Year Capital Improvement Plan (CIP)

March-April, 2025

- Budget Review Meetings
 - City Manager and Finance Department meet with Department Directors to review and discuss proposed budgets

May 6, 2025

- City Council Meeting
 - Preliminary Proposed FY 2025/26 Operating and Capital Budget
 - Preliminary Proposed FY FY 2025/26 - FY 2029/30 Five-Year Capital Improvement Plan (CIP)

May 13, 2025

- City Council Special Meeting (Budget Workshop)
 - Preliminary Proposed FY 2025/26 Operating and Capital Budget
 - Preliminary Proposed FY FY 2025/26 - FY 2029/30 Five-Year Capital Improvement Plan (CIP)

June 3, 2025

- City Council Meeting
 - Revised Proposed FY 2025/26 Operating and Capital Budget
 - Revised Proposed FY 2025/26 Five-Year Capital Improvement Plan (CIP)

June 17, 2025

- City Council Meeting
 - Adopt Final Proposed FY 2025/26 Operating and Capital Budget
 - Adopt Final Proposed FY 2025/26 Five-Year Capital Improvement Plan (CIP)
 - Adopt FY 2025/26 Appropriations Limit

July 1, 2025

- FY 2025/26 Begins

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BUDGET AWARD

The City received its eleventh consecutive Operating Budget Excellence Award from the California Society of Municipal Finance Officers (CSMFO) for its FY 2024/25 budget. The City previously received the Meritorious Award for its FY 2005/06 through FY 2010/11 budgets, and Outstanding Financial Reporting for its FY 1995/96 through FY 2000/01 budgets. The award reflects the commitment of the City to meeting the highest principles of government budgeting. To receive this award, the City had to satisfy nationally recognized guidelines for effective budget presentation.



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Revenue and Expenditure Summaries

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REVENUE AND EXPENDITURE SUMMARIES

The City's General Fund accounts for all general revenues received by the City. The General Fund supports various City operations, including primarily public safety. The City also has numerous other funds that account for revenue received and expended for specific purposes.

GENERAL FUND REVENUE

The major revenue sources for the General Fund are property tax, sales tax, utility users' tax, intergovernmental tax, franchise fees, business license tax, and transient occupancy tax. The City's Finance Department creates the estimates of these General Fund revenues for the budget using economic information obtained from several sources, including the State of California, Contra Costa County, and third-party consultants. Estimates of revenues generated by City departments are prepared by the respective department with assistance from the Finance Department. Each of these revenue sources is described in detail below.

Total General Fund (including Measure S 2006, Measure S 2014, and Measure I 2024 Funds) revenue is projected to be \$31.5 million, including transfers in, as summarized below.

Revenue Category	FY 2025/26 Budget	% Total Budget
Property Taxes	\$6,698,790	21%
Sales and Use Taxes	4,567,189	15%
Sales and Use Taxes - Measure S 2006 and 2014	7,797,000	25%
Utility Users Tax	2,345,000	7%
Franchise Taxes	850,000	3%
Transient Occupancy Tax	400,000	1%
Business License Tax	469,200	1%
Intergovernmental Taxes	2,513,149	8%
Permits	301,700	1%
Fees	132,309	0.4%
Public Safety Charges	1,861,497	6%
Other Revenues	366,619	1%
Transfers In	3,182,927	10%
Total	\$31,485,380	

Property Tax

Property tax is an ad valorem tax imposed on real property (land and permanently attached improvements such as buildings) and tangible personal property (movable property). The fixed statutory rate is 1% of assessed valuation. Assessed value is based on the 1975 property values with subsequent increases limited to 2% or CPI growth,

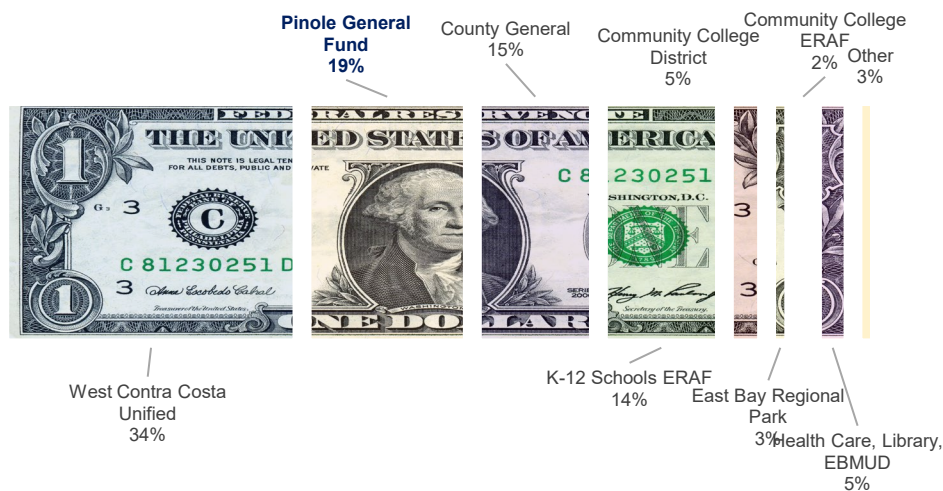
whichever is less. However, when there is a change in property ownership, property renovation or new construction, property is reappraised at its full current market value. Proposition 8 allows the County Assessor to decrease these assessed values when property values decline and recapture these valuations back to the original amounts in the following years if property values increase.

The General Fund receives on average 19% of the total ad valorem property taxes levied (excluding voter approved tax overrides pledged for the retirement of bonded debt) on property located within the City's boundary (exclusive of the Redevelopment Project Areas). Property tax settlements are received in December (55%), April (40%) and June (5%). Property tax is imposed and collected by the County. Contra Costa County is on a Teeter Plan. The County absorbs the delinquencies under this plan. Property Tax also includes unsecured, supplemental, and property transfer tax.

The City uses property tax estimates provided by consulting firm HdL as the basis for the budget. For FY 2025/26, property tax is estimated to be \$6.7 million, a 9% increase over the FY 2024/25 revised budget. The increase is largely due to the increase in residual property tax revenue that the City expects to receive from the former Redevelopment agency due to the retirement of outstanding debt and dissolution of the Successor Agency.

The chart below illustrates the breakdown of the agencies that receive the property tax dollar.

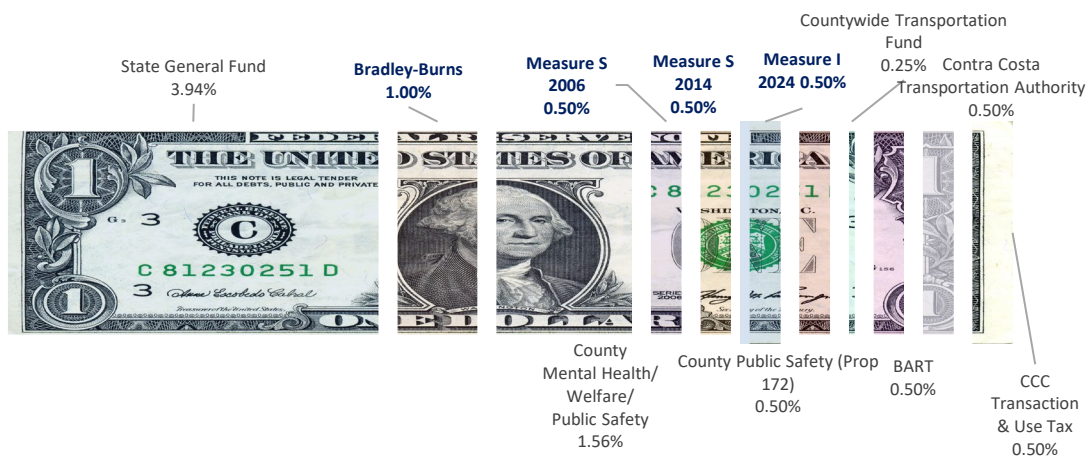
Property Tax Dollar Breakdown



Sales Tax

Sales tax is the General Fund's single largest revenue source. The City's 10.25% Sales tax is levied on all merchandise and includes the 1% Bradley Burns Sales Tax, and Local Sales and Use Taxes Measure S 2006 (0.5%), Measure S 2014 (0.5%), the new Measure I 2024 (0.5%), passed by voters in 2024. The local sales taxes do not have sunset dates. The City uses sales tax estimates provided by consulting firm HdL as the basis for the budget. For FY 2025/26, General Fund sales tax, including Measure S 2006 and 2014, and Measure I 2024 is projected to be \$12.4 million, a 27% increase over the FY 2024/25 revised budget due to Measure I 2024. The chart below illustrates the breakdown of the agencies that receive the sales tax dollar.

Sales Tax Dollar Breakdown



Utility Users' Tax

Utility Users' Tax (UUT) is levied in accordance with Chapter 3.26 of the Municipal Code, amended in 2018 which levies an 8% tax on the value public utilities services consumed within the City limits for electricity, natural gas, and telecommunications. Low-income households are eligible for exemption from payment. The Electorate ratified renewal of the taxing authority in November 2018 with no sunset date. The FY 2025/26 baseline budget assumes a 3% growth rate based on past trends. The electricity segment in particular continues to increase substantially year over year in line with rate increases set by service providers.

Franchise Tax

Franchise tax is levied on public utilities and other corporations that use the public right of way to furnish gas (PG&E) (1%), electric (PG&E) (2%), refuse (Republic Services) (10%), and cable television (Comcast and AT&T) (5%) to citizens living within city

boundaries. The various fees are delineated in franchise agreements and are paid directly to the city by these franchisees. The FY 2025/26 baseline budget assumes no growth based on historical trends. While the gas, electricity, and refuse segments are projected to grow slightly, the increase is offset by the decrease in the cable segment. This is due to consumers continuing to move away from traditional cable.

Business License Tax

Business license tax is assessed on all businesses doing business within City limits in accordance with Municipal Code Title 5. The City charges business license tax in accordance with the provisions of Government Code 37101. Pinole's tax is computed based on a flat tax (currently \$168) per year combined with a variable tax component based on the number of employees. The FY 2025/26 baseline budget assumes a 2% growth rate based on historical trends.

Transient Occupancy Tax (Motel or Bed Tax)

Transient occupancy tax (TOT) is a 10% tax levied by the City for the privilege of occupying quarters on a transient basis in accordance with Chapter 3.24 of Municipal Code. This tax is imposed upon persons staying 30 days or less in a motel or lodging facility. The FY 2025/26 baseline budget assumes a -13% growth rate based on past trends, which has shown a continuous downward trend.

Intergovernmental Tax

Motor vehicle in-lieu fee (VLF) is the City's share of motor vehicle license fees levied, collected and apportioned by the State. VLF is a tax on the ownership of registered motor vehicles which takes the place of taxation of this personal property. The VLF is paid annually at the time vehicle licenses are renewed based on current value adjusted for depreciation. The FY 2025/26 baseline budget assumes a 5% growth rate, consistent with projections provided by HdL, the City's property tax consultant.

Public Safety Charges

Public safety charges is comprised of public safety charges which are received for dispatch services provided to the cities of Hercules and San Pablo under an Intergovernmental Service Sharing agreement. A portion of the costs of this activity are reimbursed by the City of Hercules and City of San Pablo. Under the current agreement, the City's recovers approximately 67% of the activity's budget. The FY 2025/26 baseline budget assumes a 5% growth rate based on projections provided in the five-year agreement that went into effect on July 1, 2023.

Permits

Permits consist of various permits, including sidewalk, grading, and encroachment permits. The FY 2025/26 baseline budget assumes a 20% growth rate. This is primarily due to the projected growth in encroachment permits, consistent with past trends, and the increase in citywide fees consistent with the Consumer Price Index (CPI) increase of 2.7%.

Fees

Fees consist of various fees mostly related to permits, including rental inspection, technology, administrative fees, abatement, and code enforcement fees. The FY 2025/26 baseline budget assumes a small reduction of 4%. This is primarily due to a projected decrease in code enforcement fees, consistent with past trends.

Other Revenues

Other revenue is made up of all other revenue sources, including fines and forfeitures, interest income, grants, and other miscellaneous revenue. These revenues are projected primarily using historical trend analysis. The FY 2025/26 baseline budget assumes a - 21% growth rate. The reduction is mostly due to a projected decrease in investment earnings, consistent with market trends and less idle cash available to invest.

Transfers In

The transfer in comes from the Section 115 Trust to offset the increase in pension and Other Post-Employment Benefits (OPEB) costs in the General Fund. The amount transferred for pension is based on the difference between the City's base year (FY 2018/19) contribution toward employee pensions and the forecasted required City contribution in the budget year.

GENERAL FUND EXPENDITURES

General Fund revenues are not restricted to any specific use and can be expended on any allowable municipal purpose. For FY 2025/26, total General Fund expenditures are projected to be \$32.7 million, including transfers out, as summarized below.

Expenditure Category	FY 2025/26 Budget	% Total Budget
Salaries and Wages	\$10,526,279	32%
Employee Benefits	8,178,351	25%
Professional/Admin Svcs	3,308,821	10%
Contra Costa County Fire Protection District	5,997,349	18%
Other Operating	378,156	1%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-General Fund

Materials and Supplies	184,998	1%
Interdepartmental Charges	-665,537	-2%
Capital Outlay	986,440	3%
Debt Service	653,545	2%
Transfers Out	3,200,914	10%
Total	\$32,749,316	

Salaries and Wages

Salaries and wages expenditures in the baseline budget are computed based on the City's current staffing level of 116 full-time equivalents (FTEs). It assumes one new position (Associate Civil Engineer) which will be fully funded by the Sewer Enterprise Fund. The FY 2025/26 baseline budget assumes a 2% growth rate and does not include any increases other than the normal salary increases for staff who have not reached the top of their job classification's salary range. Also, the baseline budget includes a vacancy savings factor to account for estimated cost savings resulting from unfilled positions. The vacancy savings factor is \$500,000, or 3% of total salary and benefits expenditures.

Employee Benefits

Retirement benefits are the City's annual required contribution as determined by the most recent actuarial valuation reports as of July 2024 provided by the California Public Employees' Retirement System (CalPERS). The FY 2025/26 baseline budget reflects the estimated cost net of the required employer contribution minus employee contributions. Based on labor contracts between the City and its employees, employees contribute the 8% required employee contribution plus an additional 7% toward the required employer contribution, for a total of 15% for classic members. It should be noted that the pension unfunded liability increased significantly from FY 2024/25 to FY 2025/26 due to CalPERS' investment losses in previous years. As a result, the required employer contribution increased by 11% in the General Fund alone.

Other benefits include employee medical, dental, and vision care; workers' compensation; and others. The benefits cost in the FY 2025/26 baseline budget is based primarily on industry trends and rates established by benefit providers. The FY 2025/26 baseline budget assumes a net 10% increase mostly due to significant increases healthcare costs.

Professional and Administrative Services

Professional services include consulting and administrative services, building and equipment maintenance, office expenses, travel & training, and various other professional services. Contracted services provided by other government agencies, including the Contra Costa County Fire Protection District (CCCYPD) for fire services (\$5,997,349), and County animal services (\$226,437) and library services (\$202,430), are included in this category. The FY 2025/26 baseline budget accounts for contract escalators.

Other Operating

Other operating expenditures include water, electricity & power, and cable utility costs. The FY 2025/26 baseline budget assumes a 17% growth rate based on projected rate increases, primarily in electricity.

Materials and Supplies

Materials and supplies include fuel, maintenance supplies, and safety equipment. The FY 2025/26 baseline budget assumes no growth based on past trends.

Interdepartmental Charges

Interdepartmental charges include administrative charges and reimbursements for services provided by one City department to another, such as finance, human resources, information technology, and legal services. This category also includes general liability insurance premiums. The FY 2025/26 baseline budget assumes a net 8% decrease based on lower reimbursements to the General Fund from other funds and higher insurance premiums.

Asset/Capital Outlay

Capital outlay includes non-major asset acquisition and improvements, such as computer equipment and furniture. The FY 2025/26 baseline budget includes cost estimates of specific items to be purchased.

Major capital improvements funded by the General Fund and Measure S are not reflected in the FY 2025/26 baseline budget. Though they may span multiple fiscal years, capital projects are non-recurring in nature and are not accounted for in the baseline budget. All planned capital projects are detailed in the City's Five-Year Capital Improvement Plan for FY 2025/26 – FY 2030/31.

Debt Service

Debt service includes the payment of principal and interest on the 2006 pension obligation bonds (POBs) that were issued to finance the City's unfunded accrued actuarial liability with CalPERS. The required annual payment is based on the long-term debt obligation schedule.

Transfers Out

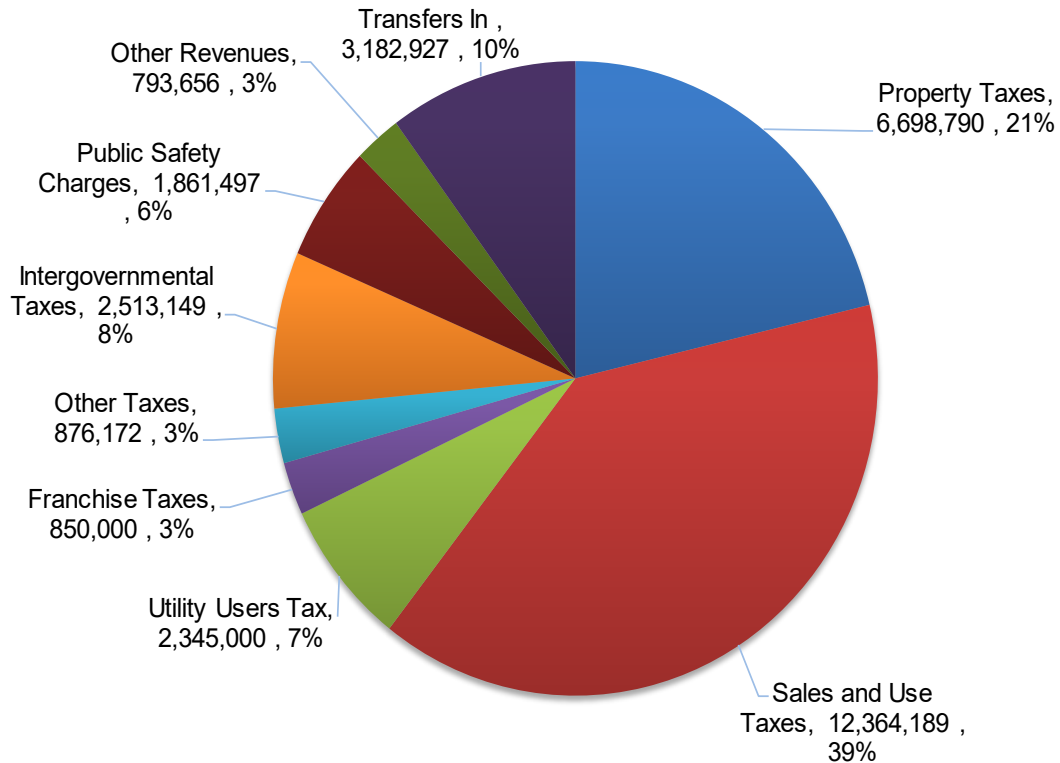
Transfers out include the transfer of funds from the General Fund, Measure S, and Measure I Funds to other funds, including road funds, and Recreation, Pinole Community Television (PCTV), and Building and Planning. The transfer helps to stabilize the budgets in those areas as the operating costs are not fully recoverable.

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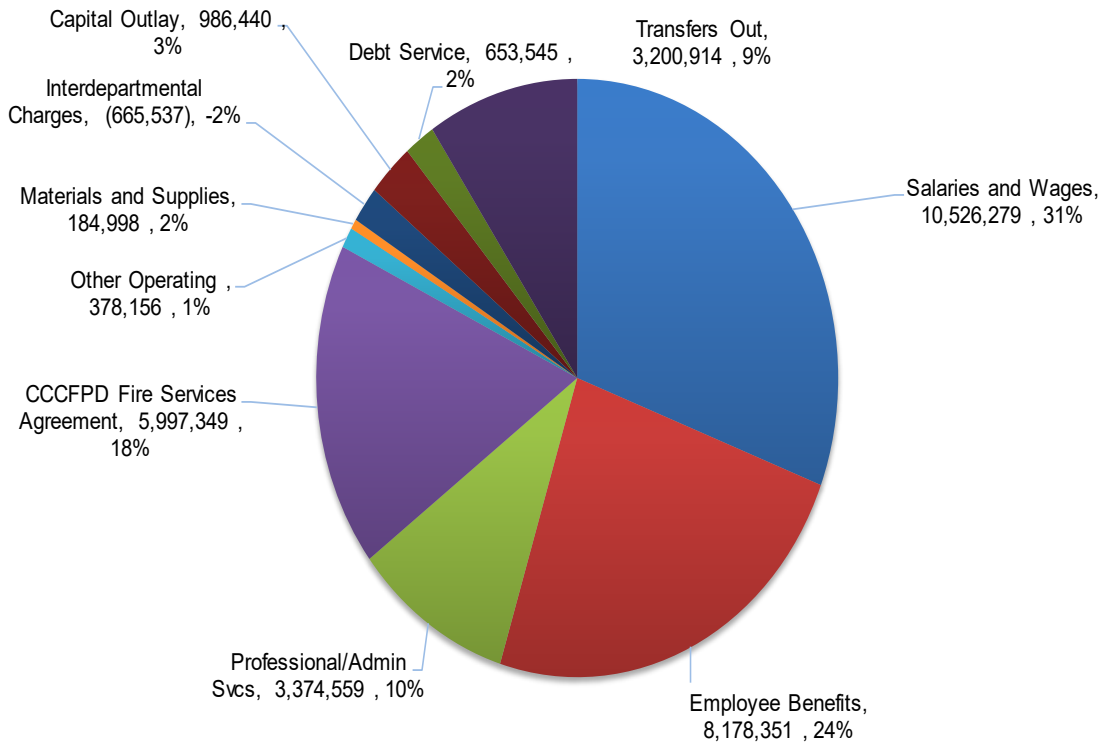
Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-General Fund

GENERAL FUND (Including Measure S 2006, 2014 and Measure I)	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget
Revenue by Category					
311 - Property Taxes	4,307,208	5,055,790	5,948,810	6,168,067	6,698,790
312 - Sales and Use Taxes	9,613,625	9,328,351	9,430,219	10,159,156	12,364,189
313 - Utility Users Tax	2,063,773	2,312,830	2,445,715	2,285,000	2,345,000
314 - Franchise Taxes	788,146	875,058	901,208	850,000	850,000
315 - Other Taxes	929,466	898,797	846,439	864,599	876,172
321 - Intergovernmental Taxes	2,108,808	2,247,072	2,346,237	2,402,673	2,513,149
322 - Federal Grants	-	-	129,788	33,461	-
323 - State Grants	13,847	43,442	36,194	95,882	73,022
324 - Other Grants	46,937	43,793	50,913	47,025	72,025
332 - Permits	120,780	190,687	324,534	251,700	301,700
341 - Review Fees	42,210	50,279	22,875	25,500	25,500
342 - Other Fees	23,880	56,772	113,399	65,854	64,809
343 - Abatement Fees	5,127	30,193	22,539	47,000	42,000
351 - Fines and Forfeiture	10,411	17,579	29,716	26,050	15,550
361 - Public Safety Charges	1,477,492	1,598,997	1,834,100	1,774,307	1,861,497
370 - Interest and Investment Income	(134,495)	211,725	173,488	200,000	100,000
381 - Rental Income	96,516	95,432	86,084	81,450	81,450
383 - Reimbursements	16,341	20,133	78,831	11,500	11,500
384 - Other Revenue	35,606	5,969	13,045	5,100	5,100
392 - Proceeds from Sale of Property	240,182	12,080	139	1,000	1,000
393 - Loan/Bond Proceeds	-	91,907	-	-	-
399 - Transfers In from Section 115 Trust	1,061,736	2,160,519	2,231,793	3,268,790	3,182,927
399 - Transfers In from ARPA Fund	-	4,071,404	-	-	-
Revenue Total	22,867,595	29,418,810	27,066,064	28,664,114	31,485,380
Expenditures by Category					
40 - Salaries and Wages	10,550,396	11,006,433	10,113,758	10,331,587	10,526,279
41 - Employee Benefits	6,030,608	6,884,786	6,843,838	7,399,988	8,178,351
42 - Professional/Administrative Services	4,083,329	5,686,957	9,049,450	9,708,533	9,306,170
43 - Other Operating Expenses	304,499	359,085	426,472	322,711	378,156
44 - Materials and Supplies	261,505	291,123	223,342	185,033	184,998
46 - Interfund/Interdepartmental Charges	(838,609)	(505,978)	(578,056)	(690,318)	(665,537)
47 - Asset Acquisition, Improvement, Disposal	697,550	596,527	1,633,513	7,772,370	986,440
48 - Debt Service	608,736	617,582	635,769	636,107	653,545
49 - Transfers Out	3,360,117	2,654,750	3,210,114	1,561,300	3,200,914
Expenditures Total	25,058,131	27,591,266	31,558,201	37,227,311	32,749,316
Expenditures by Department					
10 - City Council	215,904	209,697	227,194	241,089	213,700
11 - City Manager	527,117	567,995	535,472	683,431	531,763
12 - City Clerk	327,468	511,112	615,496	731,224	731,395
13 - City Treasurer	8,375	8,268	9,681	10,148	9,990
14 - City Attorney	406,476	330,354	229,817	297,031	305,965
15 - Finance Department	561,011	661,743	957,421	974,117	1,024,694
16 - Human Resources	377,614	749,748	831,985	925,991	959,590
17 - Non-Departmental	5,274,979	4,673,970	5,437,314	3,257,051	5,153,010
18 - Information Systems	-	-	-	-	-
22 - Police Department	9,847,359	10,267,281	11,662,505	12,354,609	12,743,655
23 - Fire Department	5,100,962	6,687,185	6,108,651	6,433,461	6,742,965
34 - Public Works	1,824,492	2,160,055	4,069,879	10,258,988	3,283,599
46 - Community Development	263,181	398,605	547,007	600,338	601,322
55 - Community Services	272,629	365,253	325,779	459,833	447,667
64 - Sewer	50,563	-	-	-	-
Expenditures Total	25,058,131	27,591,266	31,558,201	37,227,311	32,749,316
Net Operating Results	(2,190,536)	1,827,544	(4,492,136)	(8,563,197)	(1,263,936)

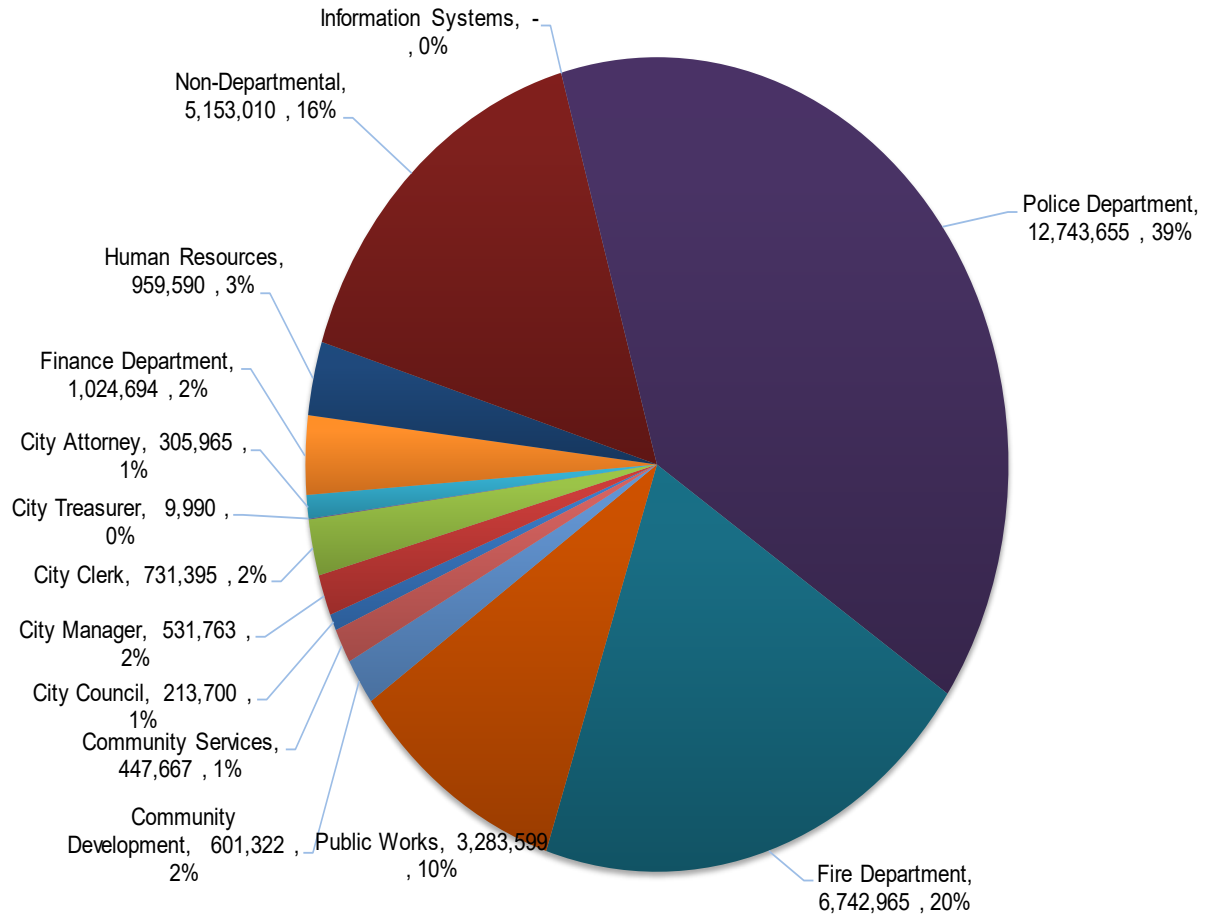
General Fund Revenue by Type: \$31,485,380



General Fund Expenditures by Type: \$32,749,316



General Fund Expendiures by Department: \$32,749,316



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MAJOR NON-GENERAL FUNDS

Aside from the General Fund, the City also maintains special revenue funds, capital project funds, and enterprise funds. These funds generate revenue from many sources, such as taxes, charges for services, and user fees. Below find descriptions of the major Non-General Funds.

Special Revenue Funds

Gas Tax Fund - 200

The Gas Tax Fund accounts for the Highway Users Tax Account (HUTA) State imposed excise taxes on gasoline and diesel fuel sales within the City Limits. These taxes are distributed primarily on the basis of population pursuant to formulas specified in Streets and Highways Code Sections 2105, 2106, 2107, 2107.5, and Section 2103. As a result of the Road Repair and Accountability Act of 2017 (SB1 Beall), funds received as part of the Road Maintenance and Rehabilitation Account (RMRA) Section 2106 are also accounted for in this fund. Gas Tax funds are restricted for use in the construction, improvement, and maintenance of public streets. These funds support both annual operating and capital projects related to streets. It is common for funds that support capital projects to accrue significant fund balances over multiple years while cities save resources over time to invest in large projects, which have greater economies of scale. For FY 2025/26, revenue is projected to be \$1.1 million. Expenditures are projected to be \$2.5 million for road maintenance projects. It is anticipated that approximately \$1.4 million of available fund balance will be used for capital projects.

Recreation Fund - 209

The Recreation Fund accounts for program fees, fundraising proceeds, and donations for Recreation programs. Resources are used towards staffing and maintenance costs to operate the programs. The fund receives a transfer in from the General Fund to offset a recurring operating loss. For FY 2025/26, revenue is projected to be \$573,563 and the General Fund transfer is \$1,793,450. Expenditures are projected to be \$2.3 million.

Building and Planning Fund - 212

The Building and Planning Fund accounts for fees collected for building permits and plan check fees. Fees collected are used to cover the cost involved in plan checks and inspections performed. The last fee study conducted recommended changes to the City's building and planning fees, which has increased revenue. The fund receives a transfer in from the General Fund to offset a recurring operating loss. For FY 2025/26, revenues are projected to be \$1.8 million and the General Fund transfer is \$894,670. Expenditures are projected to be \$2.7 million.

Solid Waste Fund – 214

The Solid Waste Fund accounts for funds received from Republic Services, Inc. from a surcharge it assesses on customer rates for solid waste services. These funds are set aside for future solid waste capital projects and for a rate stabilization fund. For FY 2025/26, revenues are budgeted at \$368,000 and expenditures are budgeted at \$177,241.

Measure C/J Fund - 215

The Measure C/J Fund accounts for special override sales tax revenues collected by the Contra Costa Transportation Authority (CCTA) and reapportioned to the cities for local street projects. The City must submit a checklist each year to confirm compliance with a Growth Management Program to maintain eligibility for the funds. Estimates of annual funding are provided by the CCTA, and jurisdiction allocations are based on a formula split (50/50) between population and road mileage. It is common for funds that support capital projects to accrue significant fund balances over multiple years while cities save resources over time to invest in large projects, which have greater economies of scale. For FY 2025/26, revenues are projected to be \$1.4 million. Expenditures are projected to be \$1.2 million.

Growth Impact Fund – 276

The Growth Impact Fund accounts for development fees collected to mitigate the impact of new development. Specifically, it provides for the expansion, design, construction, or upgrade to facilities, roadways, and equipment. The City collects impact fees for police, fire protection, municipal, community, wastewater, roadways, and drainage. For FY 2025/26, no revenue is expected. Expenditures are projected at \$2.4 million for capital projects. It is anticipated that approximately \$2.4 million of available fund balance will be used for capital projects.

Housing Assets Fund – 285

The Housing Assets Fund accounts for resources related to the affordable housing activities and portfolio of the former Redevelopment Agency. Funds must be expended for housing activities. The fund balance has increased in recent years due to the repayment of a significant loan due to the fund. For FY 2025/26, revenue is budgeted at \$55,000 primarily from interest earned on the cash balance and loan repayments. Expenditures are projected to be \$342,961 for housing administration activities. It is anticipated that approximately \$287,961 of available fund balance will be used for housing administration activities.

Capital Project Funds

City Street Improvements Fund – 325

The City Street Improvements Fund received a transfer of \$250,000 per year from Measure S 2014 to fund road maintenance projects. It has a substantial fund balance due to the accumulation of unspent funds from prior fiscal years. For FY 2025/26, revenues are budgeted at \$1.6 million due to anticipated grants from the West County Subregional Transportation Mitigation Program (STMP), CalTrans Highway Bridge Program, CalTrans Highway Safety Improvement Program, and Transportation for Livable Communities (TLC) Program. Expenditures are budgeted at \$2.9 million for street improvement projects. It is anticipated that approximately \$1.2 million of available fund balance will be used for capital projects.

Arterial Streets Rehabilitation Fund - 377

The Arterial Streets Rehabilitation Fund received a transfer of \$250,000 per year from the Measure S 2014 to fund road rehabilitation projects. It has a substantial fund balance due to the accumulation of unspent funds from prior fiscal years. For FY 2025/26, expenditures are budgeted at \$560,960 for street rehabilitation projects. It is anticipated that approximately \$560,960 of available fund balance will be used for capital projects.

Enterprise Funds

Sewer Enterprise Fund -500

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer service provided by the City's Wastewater Treatment Plant (WWTP). Sewer user fees are charged in the amount specified by City Council Resolution (Section 13.04.040 PMC). Fees are used to operate, maintain, and renew the WWTP. The cost of operations is shared between the two cities using a cost sharing formula based on sewage inflows by each city. For FY 2025/26, revenue is projected to be \$13 million. Expenditures are projected to be \$38 million. It is anticipated that approximately \$25 million of its projected fund balance will be used to complete several key capital projects over the next five fiscal years.

Pinole Community Television (PCTV) Fund - 505

The Pinole Community Television (PCTV) Fund accounts for revenues and expenditures related to the operation of PCTV. Revenue is received from video production charges to other cities, Public, Educational, and Governmental (PEG) access fees, and an operating subsidy from the General Fund. PEG fees are designated for equipment purchases. For

FY 2025/26, revenue is projected to be \$285,826 and the General Fund transfer is \$361,794. Expenditures are projected to be \$647,621.

Information Systems -525

The Information Systems Fund is an internal service fund used to account for activities that provide technology goods or services to other City funds and departments on a cost-reimbursement basis. The budget includes funding for routine operating activities as well as special initiatives identified in the City's Information Technology Plan. For FY 2025/26, revenue and expenditures are balanced with each projected to be \$1.5 million.

Fiduciary Funds

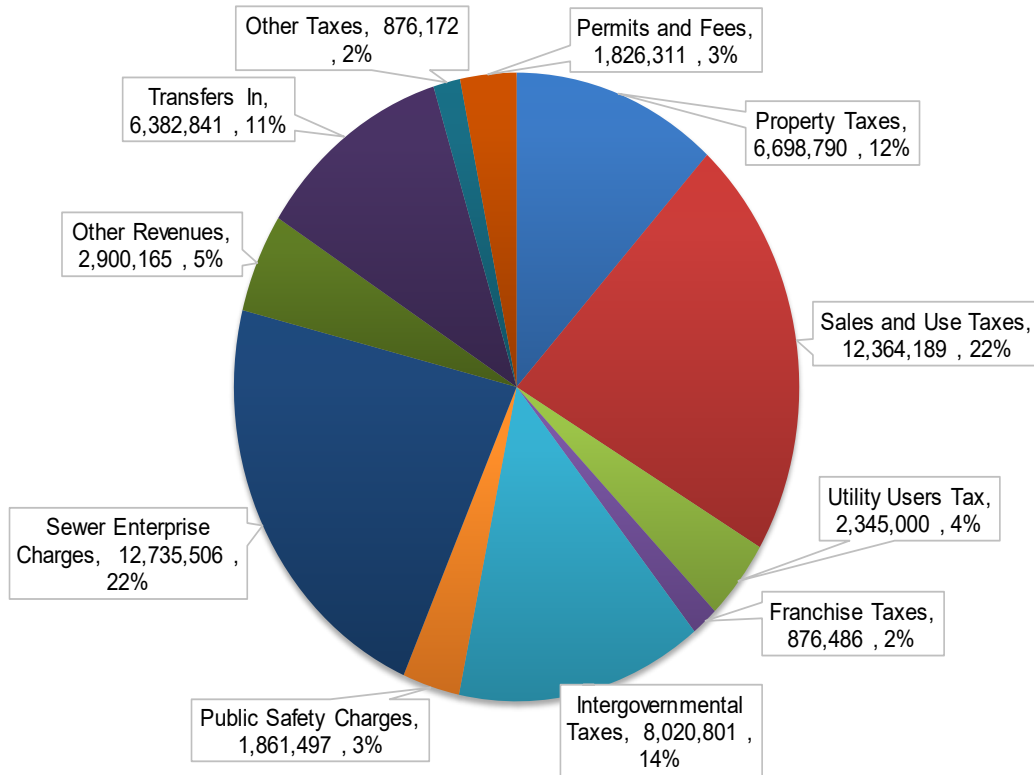
Pension Fund – 700

The Pension Fund accounts for funds in the City's Section 115 trust, funded with one-time General Fund resources, to offset growth in the City's annual required contribution to CalPERS pension. The remaining assets in the trust are invested and earn interest income.

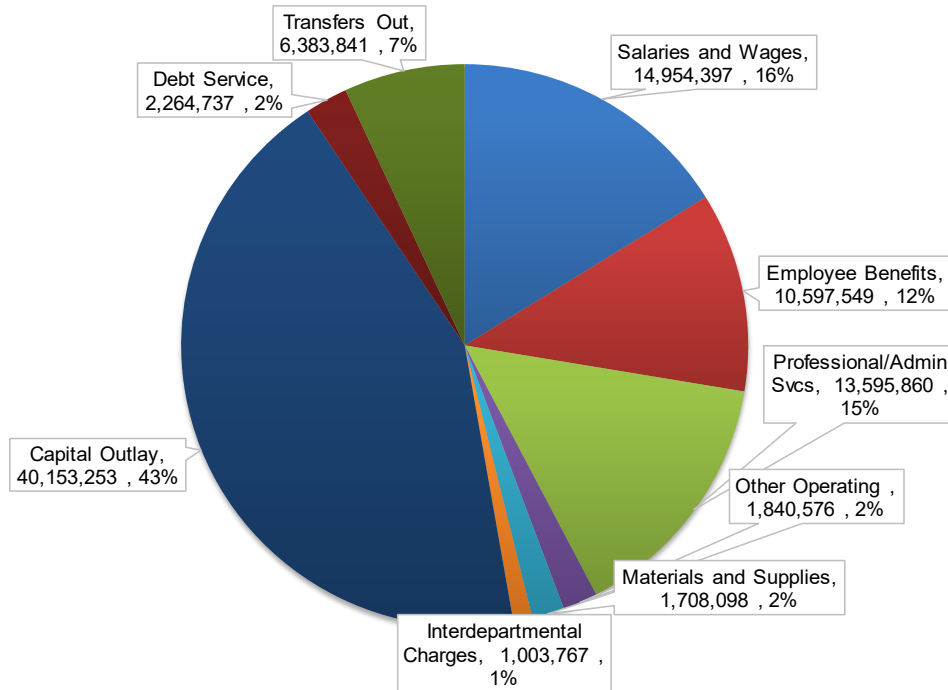
Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds

ALL FUNDS	FY 2021/22 Actuals	FY 2022/23 Actuals	FY 2023/24 Actuals	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget
Revenue by Category					
311 - Property Taxes	4,307,208	5,055,790	5,948,810	6,168,067	6,698,790
312 - Sales and Use Taxes	9,613,625	9,328,351	9,430,219	10,159,156	12,364,189
313 - Utility Users Tax	2,063,773	2,312,830	2,445,715	2,285,000	2,345,000
314 - Franchise Taxes	810,080	893,814	918,135	876,486	876,486
315 - Other Taxes	929,466	898,797	846,439	864,599	876,172
321 - Intergovernmental Taxes	3,530,117	3,701,389	3,867,073	3,985,975	4,118,354
322 - Federal Grants	911,070	4,857,566	378,855	74,855	41,394
323 - State Grants	290,576	312,655	786,382	1,165,544	1,723,501
324 - Other Grants	785,671	128,346	595,567	2,241,952	2,137,552
332 - Permits	601,210	687,955	952,518	728,866	807,961
341 - Review Fees	398,529	567,490	507,729	394,275	502,855
342 - Other Fees	116,892	273,501	390,127	517,146	473,495
343 - Abatement Fees	5,127	30,193	22,539	47,000	42,000
344 - Impact Fees	2,453,146	577,792	28,017	29,218	-
351 - Fines and Forfeiture	39,392	52,592	83,186	91,050	66,050
361 - Public Safety Charges	1,477,492	1,598,997	1,834,100	1,774,307	1,861,497
363 - Sewer Enterprise Charges	7,764,868	7,831,703	8,072,292	10,164,403	12,735,506
364 - Recreation Charges	311,782	413,497	421,472	352,610	387,900
365 - Cable TV Charges	216,837	277,903	192,464	179,047	159,840
366 - Other Charges	-	-	-	-	9,000
370 - Interest and Investment Income	(2,951,193)	1,910,982	3,763,858	1,514,500	1,496,000
381 - Rental Income	121,141	116,688	111,946	152,279	230,779
383 - Reimbursements	444,545	455,269	584,664	386,636	386,636
384 - Other Revenue	87,107	25,215	36,238	226,650	157,960
392 - Proceeds from Sale of Property	346,615	944,423	9,746	1,000	1,000
393 - Loan/Bond Proceeds	107,531	178,562	138,127	5,000	5,000
399 - Transfers In	4,421,853	8,886,673	5,441,907	4,897,090	6,382,841
Revenue Total	39,204,459	52,318,973	47,808,126	49,282,711	56,887,757
Expenditures by Category					
40 - Salaries and Wages	12,977,267	13,990,485	13,616,899	14,292,283	14,954,397
41 - Employee Benefits	7,227,194	7,465,419	8,458,454	9,448,743	10,597,549
42 - Professional/Administrative Services	7,179,480	9,041,346	11,859,033	13,988,277	13,595,860
43 - Other Operating Expenses	1,773,766	1,952,203	2,217,282	1,747,475	1,840,576
44 - Materials and Supplies	1,227,452	1,409,785	1,282,203	1,691,444	1,708,098
46 - Interfund/Interdepartmental Charges	733,387	786,349	947,072	928,156	1,003,767
47 - Asset Acquisition, Improvement, Disposal	4,711,084	3,294,566	4,536,516	47,236,706	40,153,253
48 - Debt Service	1,415,202	1,405,682	1,311,798	2,247,675	2,264,737
49 - Transfers Out	4,421,853	8,886,672	5,441,907	4,830,090	6,383,841
Expenditures Total	41,666,684	48,232,508	49,671,165	96,410,849	92,502,077
Expenditures by Department					
10 - City Council	215,904	209,697	227,194	241,089	213,700
11 - City Manager	527,117	567,995	535,472	683,431	531,763
12 - City Clerk	327,468	511,112	615,496	731,224	731,395
13 - City Treasurer	8,375	8,268	9,681	10,148	9,990
14 - City Attorney	406,476	330,354	229,817	297,031	305,965
15 - Finance Department	561,011	739,907	1,032,662	1,024,117	1,089,694
16 - Human Resources	377,614	749,748	831,985	925,991	959,590
17 - Non-Departmental	7,026,762	10,946,547	7,697,607	6,533,341	8,343,437
18 - Information Systems	95,874	77,892	126,215	(194)	21
19 - Cable Access TV	439,347	502,606	555,518	748,883	647,621
22 - Police Department	10,153,924	10,614,182	12,483,720	13,238,373	13,701,783
23 - Fire Department	5,100,962	6,687,185	6,108,651	6,433,461	6,742,965
34 - Public Works	4,807,382	4,128,470	6,223,825	20,965,596	14,507,787
46 - Community Development	3,154,647	3,887,809	3,427,516	3,119,483	3,680,091
55 - Community Services	1,630,344	1,940,328	2,219,864	3,087,511	2,807,180
64 - Sewer	6,833,477	6,330,406	7,345,942	38,371,365	38,229,096
	41,666,684	48,232,508	49,671,165	96,410,849	92,502,077
Net Operating Results	(2,462,225)	4,086,466	(1,863,039)	(47,128,138)	(35,614,320)

All Funds Revenue by Category: \$56,887,757

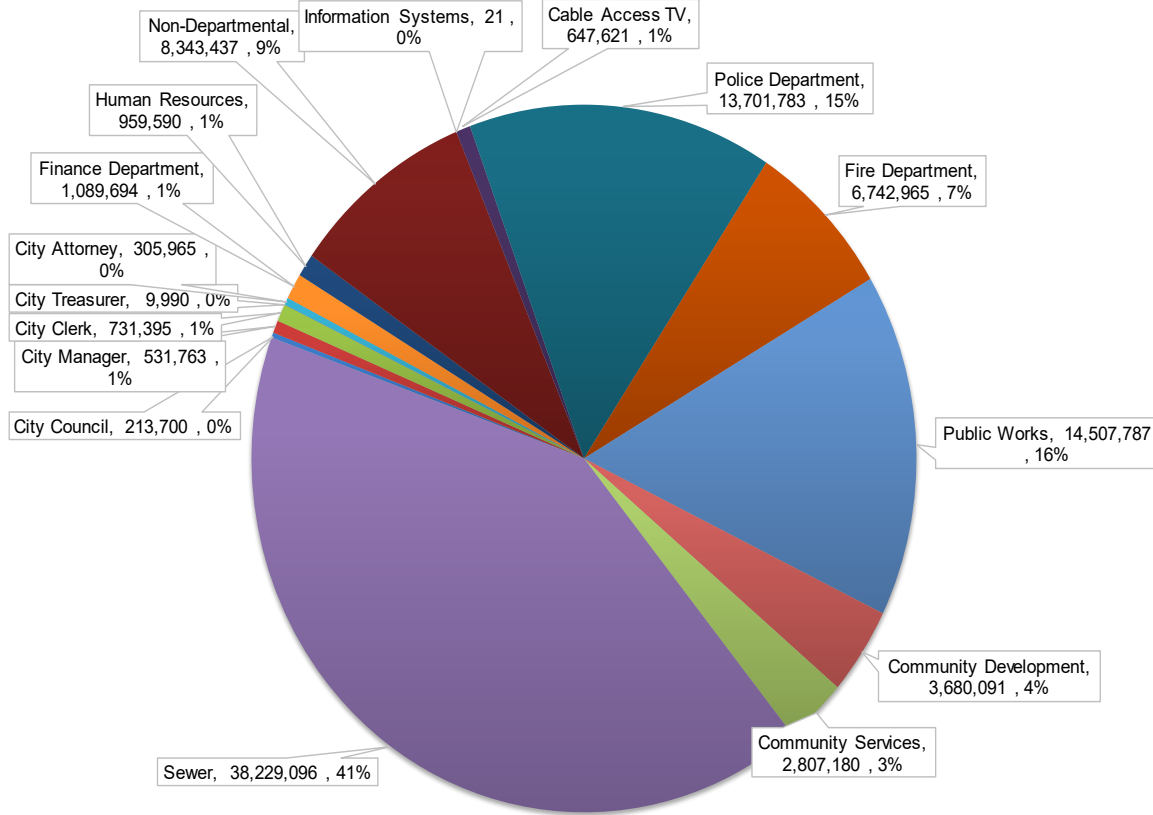


All Funds Expenditures by Category: \$92,502,077



Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds

All Funds Expenditures by Department: \$92,502,077



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Fiscal Year (FY) 2025/26 Operating and Capital Budget Revenue and Expenditure Summaries-All Funds

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
General Fund (including Measure S 2006, 2014 and Measure I)									
Revenue									
311 - Property Taxes	4,307,208	5,055,790	5,948,810	6,168,067	6,168,067	3,283,712	6,168,067	6,698,790	9%
<i>Basic 1% Property Tax</i>	<i>2,946,085</i>	<i>3,145,151</i>	<i>4,038,170</i>	<i>4,677,116</i>	<i>4,677,116</i>	<i>1,943,836</i>	<i>4,677,116</i>	<i>4,299,328</i>	-8%
<i>RPTTF and Passthrough Payments</i>	<i>1,361,123</i>	<i>1,910,639</i>	<i>1,910,639</i>	<i>1,490,951</i>	<i>1,490,951</i>	<i>1,339,876</i>	<i>1,490,951</i>	<i>2,399,462</i>	61%
312 - Sales and Use Taxes	4,612,708	4,396,002	4,411,000	4,536,436	4,459,156	2,898,866	4,381,876	4,567,189	2%
312 - Sales and Use Taxes- Measure S 2006	2,501,974	2,467,529	2,510,464	2,581,000	2,550,000	1,590,728	2,519,000	2,599,000	2%
312 - Sales and Use Taxes- Measure S 2014	2,498,944	2,464,819	2,508,755	2,581,000	2,550,000	1,584,359	2,519,000	2,599,000	2%
312 - Sales and Use Taxes- Measure I	-	-	-	-	-	-	600,000	2,599,000	100%
313 - Utility Users Tax	2,063,773	2,312,830	2,445,715	2,285,000	2,285,000	2,045,450	2,285,000	2,345,000	3%
314 - Franchise Taxes	788,146	875,058	901,208	850,000	850,000	454,338	850,000	850,000	0%
315 - Other Taxes	929,466	898,797	846,439	924,599	864,599	711,592	897,514	876,172	1%
<i>Other Tax/Transient Occupancy Tax</i>	<i>487,687</i>	<i>456,288</i>	<i>378,622</i>	<i>460,000</i>	<i>400,000</i>	<i>253,821</i>	<i>340,000</i>	<i>400,000</i>	0%
<i>Other Tax/Business License</i>	<i>441,779</i>	<i>442,509</i>	<i>467,817</i>	<i>464,599</i>	<i>464,599</i>	<i>457,771</i>	<i>464,599</i>	<i>476,172</i>	2%
321 - Intergovernmental Taxes	2,108,808	2,247,072	2,346,237	2,402,673	2,402,673	1,217,510	2,402,673	2,513,149	5%
322 - Federal Grants	-	-	129,788	-	33,461	37,653	37,653	-	0%
323 - State Grants	13,847	43,442	36,194	95,882	95,882	103,635	103,635	73,022	-24%
324 - Other Grants	46,937	43,793	50,913	47,025	47,025	1,000	47,025	72,025	53%
332 - Permits	120,780	190,687	324,534	251,700	251,700	236,906	251,700	301,700	20%
341 - Review Fees	42,210	50,279	22,875	25,500	25,500	847	1,200	25,500	0%
342 - Other Fees	23,880	56,772	113,399	65,854	65,854	89,478	119,000	64,809	-2%
343 - Abatement Fees	5,127	30,193	22,539	47,000	47,000	18,916	47,000	42,000	-11%
351 - Fines and Forfeiture	10,411	17,579	29,716	15,550	26,050	29,341	37,225	15,550	-40%
361 - Public Safety Charges	29,558	30,148	30,216	30,500	30,500	1,110	1,400	30,500	0%
<i>361 - Public Safety Charges/Dispatch</i>	<i>1,447,934</i>	<i>1,568,849</i>	<i>1,803,884</i>	<i>1,743,807</i>	<i>1,743,807</i>	<i>1,501,570</i>	<i>1,743,807</i>	<i>1,830,997</i>	5%
370 - Interest and Investment Income	(134,495)	211,725	173,488	200,000	200,000	(1,645)	100,000	100,000	-50%
381 - Rental Income	96,516	95,432	86,084	81,450	81,450	65,975	81,450	81,450	0%
383 - Reimbursements	16,341	20,133	78,831	11,500	11,500	69,196	92,260	11,500	0%
384 - Other Revenue	35,606	5,969	13,045	5,100	5,100	6,869	8,920	5,100	0%
392 - Proceeds from Sale of Property	240,182	12,080	139	1,000	1,000	1,165	1,165	1,000	0%
393 - Loan/Bond Proceeds	-	91,907	-	-	-	-	-	-	0%
Revenue Total	21,805,859	23,186,887	24,834,271	24,950,643	24,795,324	15,948,573	25,296,570	28,302,453	14%
399 - Transfers In	-	-	-	-	-	-	-	3,182,927	100%
399 - Transfers In from Section 115 Pension Fund	1,061,736	2,160,519	2,231,793	3,268,790	3,268,790	-	3,268,790	-	-100%
399 - Transfers In from ARPA Fund	-	4,071,404	-	-	-	-	-	-	0%
Sources Total	22,867,595	29,418,810	27,066,064	28,219,433	28,064,114	15,948,573	28,565,360	31,485,380	12%
Fund: 100 - General Fund									
Expenditures									
Division: 110 - City Council Total:	215,904	200,496	227,194	202,339	241,089	115,342	241,089	213,700	-11%
Division: 111 - City Manager Total:	527,117	567,995	535,472	683,857	683,431	440,359	683,431	531,763	-22%
Division: 112 - City Clerk Total:	327,468	511,112	615,496	717,294	731,224	567,190	731,224	731,395	0%
Division: 113 - City Treasurer Total:	8,375	8,268	9,681	10,148	10,148	7,473	10,148	9,990	-2%
Division: 114 - City Attorney Total:	406,476	330,354	229,817	297,031	297,031	309,335	297,031	305,965	3%
<i>114 - City Attorney Services</i>	<i>833,500</i>	<i>899,583</i>	<i>662,442</i>	<i>581,131</i>	<i>581,131</i>	<i>401,959</i>	<i>581,131</i>	<i>598,565</i>	3%
<i>114 - City Attorney Indirect Cost Allocations</i>	<i>(427,024)</i>	<i>(569,229)</i>	<i>(432,626)</i>	<i>(284,100)</i>	<i>(284,100)</i>	<i>(92,623)</i>	<i>(284,100)</i>	<i>(292,600)</i>	3%
Division: 115 - Finance Department Total:	560,362	657,774	956,068	966,217	969,217	795,239	969,217	1,019,794	5%
Division: 116 - Human Resources Total:	377,614	749,748	831,985	888,867	925,991	709,625	925,991	959,590	4%
Division: 117 - General Government Total:	1,306,126	1,420,199	1,611,760	1,059,644	1,059,644	1,346,081	1,059,644	1,298,551	23%
Administrative Total	3,729,442	4,445,947	5,017,472	4,825,397	4,917,775	4,290,644	4,917,775	5,070,749	3%
Division: 221 - Police Operations Total:	4,433,521	5,034,933	6,250,517	6,952,098	6,929,440	5,216,851	6,929,440	5,808,820	-16%
Division: 222 - Police Support Services Total:	1,118,708	1,416,777	1,519,190	1,582,951	1,582,951	973,958	1,582,951	1,468,835	-7%
Division: 223 - Dispatch WBCC Total:	2,215,114	2,379,569	2,498,316	2,548,869	2,568,099	1,968,544	2,568,099	2,740,771	7%
Division: 231 - Fire Total:	3,992,507	5,045,833	4,384,514	3,582,500	3,582,500	2,712,342	3,582,500	3,202,461	-11%
Public Safety Total	11,759,851	13,877,112	14,652,536	14,666,418	14,662,990	10,871,695	14,662,990	13,220,887	-10%
Division: 341 - Administration/Engineering Total:	219,407	408,987	736,873	622,287	362,747	281,610	362,747	402,553	11%
Division: 342 - Road Maintenance Total:	62,776	152,163	225,539	486,573	486,573	279,508	486,573	30,000	-94%
Division: 343 - Facility Maintenance Total:	552,239	650,885	760,139	929,920	929,920	603,547	929,920	715,330	-23%
Division: 345 - Park Maintenance Total:	276,594	291,821	358,808	356,460	356,460	305,574	356,460	-	-100%
Public Works Total	1,111,016	1,503,855	2,081,358	2,395,240	2,135,700	1,470,239	2,135,700	1,147,883	-46%
Division: 461 - Planning Total:	64,712	65,951	10,249	17,148	17,148	8,350	17,148	12,387	-28%
Division: 465 - Code Enforcement Total:	198,324	226,172	260,334	399,687	372,187	297,466	372,187	412,975	11%
Division: 466 - Economic Development Total:	145	106,482	266,424	148,953	123,953	57,117	123,953	155,960	26%
Community Development Total	263,181	398,605	537,007	565,788	513,288	362,933	513,288	581,322	13%
Division: 551 - Recreation Admin Total	253413.81	352,653	1,816	3500	3,500	1,902	3,500	3,500	0%
Division: 560 - Library Services Total:	-	-	158,796	202,430	202,430	95,962	202,430	202,430	0%
Division: 561 - Animal Control Services Total:	-	-	164,428	220,935	220,935	99,612	220,935	226,437	2%
Recreation Total	253,414	352,653	325,040	426,865	426,865	197,476	426,865	432,367	1%
481 - Debt Service	608,736	599,021	615,440	636,107	636,107	636,015	636,107	653,545	3%
Sub-Total	17,725,639	21,177,193	23,228,854	23,515,815	23,292,725	17,829,002	23,292,725	21,106,753	-9%
499 - Transfers Out	2,667,216	1,936,750	1,657,275	777,800	777,800	597,677	777,800	2,617,414	237%
Expenditure Total:	20,392,855	23,113,943	24,886,129	24,293,615	24,070,525	18,426,679	24,070,525	23,724,167	-1%

**Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds**

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 105 - Measure S 2006 Fund									
Expenditures									
Division: 115 - Finance Department Total:	475	1,534	377	2,450	2,450	60	500	2,450	0%
Division: 221 - Police Operations Total:	1,589,658	1,289,148	1,252,499	1,147,981	1,147,981	735,267	1,278,215	845,720	-26%
Division: 222 - Police Support Services Total:	330,507	-	-	-	-	-	-	-	0%
Division: 231 - Fire Total:	682,546	899,363	755,412	1,478,192	1,478,192	1,072,572	1,478,192	1,772,580	20%
Division: 342 - Road Maintenance Total:	-	-	-	1,750,000	1,750,000	-	-	350,000	-80%
Division: 343 - Facility Maintenance Total:	-	-	-	1,530,000	1,530,000	-	-	-	0%
Expenditure Total:	2,603,185	2,190,045	2,008,287	5,908,623	5,908,623	1,807,899	2,756,907	2,970,750	-50%
Fund: 106 - Measure S 2014 Fund									
Expenditures									
Division: 110 - City Council Total:	-	9,202	-	-	-	-	-	-	0%
Division: 115 - Finance Department Total:	175	2,434	977	2,450	2,450	960	2,450	2,450	0%
Division: 117 - General Government Total:	692,901	718,000	1,552,839	783,500	783,500	783,500	783,500	283,500	-64%
Division: 118 - Information Systems Total:	-	-	-	-	-	-	-	-	0%
Administrative Total	693,076	729,636	1,553,816	785,950	785,950	784,460	785,950	285,950	-64%
Division: 221 - Police Operations Total:	59,161	37,269	23,759	-	-	-	-	-	0%
Division: 222 - Police Support Services Total:	100,690	109,585	118,225	126,138	126,138	95,333	126,138	127,055	1%
Division: 231 - Fire Total:	425,909	741,990	968,725	1,372,769	1,372,769	996,031	1,372,769	1,767,924	29%
Public Safety Total	585,760	888,843	1,110,709	1,498,907	1,498,907	1,091,364	1,498,907	1,894,979	26%
Division: 341 - Administration/Engineering Total:	70,077	70,569	64,578	229,895	379,895	65,201	123,888	219,653	-42%
Division: 342 - Road Maintenance Total:	153,392	87,133	569,334	854,730	854,730	114,112	605,566	198,858	-77%
Division: 343 - Facility Maintenance Total:	352,421	229,730	413,795	1,898,663	1,898,663	103,392	403,188	174,260	-91%
Division: 344 - NPDES Storm Drain Total:	28,290	2,626	424,751	1,450,000	1,450,000	33,950	375,410	543,937	-62%
Division: 345 - Park Maintenance Total:	109,297	266,143	516,063	260,000	260,000	24,899	50,000	110,000	-58%
Division: 642 - Sewer Collections Total:	50,563	-	-	-	-	-	-	-	0%
Public Works Total	764,039	656,200	1,988,521	4,693,288	4,843,288	341,555	1,558,052	1,246,708	-74%
Division: 465 - Code Enforcement Total:	-	-	-	-	-	-	-	-	0%
Division: 466 - Economic Development Total:	-	-	10,000	20,000	87,050	29,039	29,039	20,000	-77%
Community Development Total	-	-	10,000	20,000	87,050	29,039	29,039	20,000	0%
Division: 551 - Recreation Administration Total:	-	-	-	-	8,834	8,834	-	-	0%
Division: 552 - Senior Center Total:	19,150	12,600	-	-	-	-	-	-	0%
Division: 553 - Tiny Tots Total:	-	-	739	15,300	24,134	-	-	15,300	-37%
Division: 554 - Youth Center Total:	65	-	-	-	-	-	-	-	0%
Recreation Total	19,215	12,600	739	15,300	32,968	8,834	-	15,300	-54%
Expenditure Total:	2,062,091	2,287,278	4,663,784	7,013,445	7,248,163	2,255,252	3,871,948	3,462,937	-52%
Fund: 107 - Measure I Fund									
Expenditures									
Division: 221 - Police Operations Total:	-	-	-	-	-	-	-	1,752,454	100%
Division: 342 - Road Maintenance Total:	-	-	-	-	-	-	-	182,752	100%
Division: 345 - Park Maintenance Total:	-	-	-	-	-	-	-	356,256	100%
499 - Transfers Out	-	-	-	-	-	-	-	300,000	100%
Expenditure Total:	-	-	-	-	-	-	-	2,591,462	100%
General Fund, Measure S and Measure I Expenditure Total	25,058,131	27,591,266	31,558,201	37,215,683	37,227,311	22,489,830	30,699,379	32,749,316	-12%
General Fund, Measure S and Measure I Net Results	(2,190,536)	1,827,544	(4,492,136)	(8,996,250)	(9,163,197)	(6,541,257)	(2,134,020)	(1,263,936)	
Fund Balance, July 1	12,833,856	10,643,321	12,470,865	7,978,728	7,978,728		7,978,728	5,844,709	
Fund Balance, June 30	10,643,321	12,470,865	7,978,728	(1,017,521)	(1,184,469)		5,844,709	4,580,772	
Fund: 150 - General Reserve Fund									
Revenue									
370 - Interest and Investment Income	(249,883)	181,770	476,241	309,000	309,000	380,395	425,570	300,000	-3%
399 - Transfers In	949,715	650,925	764,520	-	-	-	-	-	0%
Revenue Total:	699,832	832,695	1,240,761	309,000	309,000	380,395	425,570	300,000	-3%
Expenditures - Transfers Out									
Expenditure Total:	-	-	-	843,790	843,790	-	843,790	-	0%
Fund: 150 - General Reserve Net Results	699,832	832,695	1,240,761	(534,790)	(534,790)	380,395	(418,220)	300,000	
Fund Balance, July 1	7,492,770	8,192,602	9,025,297	10,266,058	10,266,058		10,266,058	9,847,838	
Fund Balance, June 30	8,192,602	9,025,297	10,266,058	9,731,268	9,731,268		9,847,838	10,147,838	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 160 - Equipment Reserve Fund									
Revenue									
384 - Other Revenue	-	-	-	-	-	-	-	-	0%
392 - Proceeds from Sale of Property	17,000	-	-	-	-	-	-	-	0%
399 - Transfers In	85,000	85,000	150,000	150,000	150,000	150,000	150,000	150,000	0%
Revenue Total:	102,000	85,000	150,000	150,000	150,000	150,000	150,000	150,000	0%
Expenditures									
Division: 341 - Admin and Engineering Total:	-	-	44,853	-	-	6,886	45,201	-	0%
Division: 342 - Road Maintenance Total:	104,242	39,434	-	120,000	141,275	21,275	141,275	120,000	-15%
Division: 345 - Park Maintenance Total:	-	-	13,099	80,000	80,000	69,950	80,000	80,000	0%
Division: 461 - Planning Total:	-	-	-	5,000	5,000	-	5,000	5,000	0%
Division: 462 - Building Inspection Total:	-	-	-	-	47,744	47,744	-	-	0%
Division: 551 - Recreation Administration Total:	-	-	-	-	23,872	23,872	-	-	0%
Expenditure Total:	104,242	39,434	57,952	205,000	297,891	169,727	271,476	205,000	-31%
Fund: 160 - EQUIPMENT RESERVE Net Results	(2,242)	45,566	92,048	(55,000)	(147,891)	(19,727)	(121,476)	(55,000)	
Fund Balance, July 1	243,408	241,166	286,732	378,780	378,780		378,780	257,304	
Fund Balance, June 30	241,166	286,732	378,780	323,780	230,889		257,304	202,304	
Fund: 200 - Gas Tax Fund									
Revenue									
321 - Intergovernmental Taxes	850,633	905,449	1,008,910	1,033,764	1,033,764	754,678	1,033,764	1,055,938	2%
370 - Interest and Investment Income	(5,931)	19,555	66,310	5,000	5,000	56,141	49,881	5,000	0%
383 - Reimbursements	18,050	1,417	3,737	7,636	7,636	49,432	7,636	7,636	0%
Revenue Total:	862,752	926,420	1,078,957	1,046,400	1,046,400	860,251	1,091,281	1,068,574	2%
Expenditures									
Division: 341 - Administration/Engineering Total:	0	4,889	-	-	-	-	-	-	0%
Division: 342 - Road Maintenance Total:	489,964	518,964	621,769	2,203,189	2,203,189	363,720	896,963	2,512,167	14%
Expenditure Total:	489,964	523,854	621,769	2,203,189	2,203,189	363,720	896,963	2,512,167	14%
Fund: 200 - Gas Tax Fund Net Results	372,787	402,567	457,189	(1,156,789)	(1,156,789)	496,532	194,318	(1,443,593)	
Fund Balance, July 1	356,517	729,304	1,131,871	1,589,060	1,589,060		1,589,060	1,783,378	
Fund Balance, June 30	729,304	1,131,871	1,589,060	432,271	432,271		1,783,378	339,785	
Fund: 201 - Restricted Real Estate Maintenance Fund									
Revenue									
342 - Other Fees	475	475	-	3,175	3,175	-	3,175	3,175	0%
381 - Rental Income	-	-	-	36,816	36,816	-	36,816	36,816	0%
384 - Other Revenue	2,700	-	-	-	-	-	-	-	0%
Revenue Total:	3,175	475	-	39,991	39,991	-	39,991	39,991	0%
Expenditures									
Division: 343 - Facility Maintenance Total:	19,478	17,110	14,808	26,000	26,000	12,522	26,000	26,000	0%
Expenditure Total:	19,478	17,110	14,808	26,000	26,000	12,522	26,000	26,000	0%
Fund: 201 - Restricted RE Maintenance Fund Net Resu	(16,303)	(16,635)	(14,808)	13,991	13,991	(12,522)	13,991	13,991	
Fund Balance, July 1	181,183	164,881	148,246	133,438	133,438		133,438	147,429	
Fund Balance, June 30	164,881	148,246	133,438	147,429	147,429		147,429	161,421	
Fund: 203 - Public Safety Augmentation Fund									
Revenue									
321 - Intergovernmental Taxes	265,501	239,924	216,797	239,855	239,855	170,021	239,855	239,584	0%
370 - Interest and Investment Income	(4,630)	11,244	24,561	10,000	10,000	6,643	20,158	10,000	0%
Revenue Total:	260,870	251,169	241,358	249,855	249,855	176,665	260,013	249,584	0%
Expenditures									
Division: 221 - Police Operations Total:	154,595	187,468	462,287	546,413	546,413	353,979	546,413	613,388	12%
Expenditure Total:	154,595	187,468	462,287	546,413	546,413	353,979	546,413	613,388	12%
Fund: 203 - Public Safety Augmentation Fund Net Resu	106,275	63,701	(220,928)	(296,558)	(296,558)	(177,315)	(286,400)	(363,804)	
Fund Balance, July 1	410,914	517,190	580,890	359,962	359,962		359,962	73,562	
Fund Balance, June 30	517,190	580,890	359,962	63,404	63,404		73,562	(290,242)	
Fund: 204 - Police Grants Fund									
Revenue									
324 - Other Grants	-	-	-	-	-	-	-	-	0%
384 - Other Revenue	-	-	252	-	-	-	-	-	0%
Revenue Total:	-	-	252	-	-	-	-	-	0%
399 - Transfers In	-	-	-	-	-	-	-	-	0%
Sources Total	-	-	252	-	-	-	-	-	0%
Expenditures									
Division: 227 - Police Grants Total:	-	-	-	-	-	-	-	-	0%
Expenditure Total:	-	-	-	-	-	-	-	-	0%
Fund: 204 - Police Grants Net Results	-	-	252	-	-	-	-	-	
Fund Balance, July 1	68,927	68,927	68,927	69,179	69,179		69,179	69,179	
Fund Balance, June 30	68,927	68,927	69,179	69,179	69,179		69,179	69,179	

Fiscal Year (FY) 2025/26 Operating and Capital Budget Revenue and Expenditure Summaries-All Funds

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 205 - Traffic Safety Fund									
Revenue									
351 - Fines and Forfeiture	28,821	26,111	20,434	45,000	45,000	13,977	45,000	20,500	-54%
370 - Interest and Investment Income	(2,754)	5,703	15,575	1,500	1,500	9,429	11,952	4,000	167%
384 - Other Revenue	-	-	112	-	-	-	112	-	0%
Revenue Total:	26,067	31,814	36,121	46,500	46,500	23,406	57,064	24,500	-47%
Expenditures									
Division: 227 - Police Grants Total:	9,219	10,028	13,457	21,845	21,845	7,936	21,845	22,191	2%
Division: 342 - Road Maintenance Total:	-	-	5,685	35,000	35,000	-	35,000	35,000	0%
Expenditure Total:	9,219	10,028	19,142	56,845	56,845	7,936	56,845	57,191	1%
Fund: 205 - Traffic Safety Fund Net Results	16,848	21,785	16,980	(10,345)	(10,345)	15,470	219	(32,691)	
Fund Balance, July 1	234,979	251,826	273,612	290,591	290,591		290,591	290,810	
Fund Balance, June 30	251,826	273,612	290,591	280,246	280,246		290,810	258,119	
Fund: 206 - Supplemental Law Enforcement Svc Fund									
Revenue									
323 - State Grants	161,285	165,271	186,159	165,000	165,000	194,663	186,159	180,000	9%
370 - Interest and Investment Income	(4,472)	9,848	23,680	10,000	10,000	9,626	19,125	5,000	-50%
Revenue Total:	156,813	175,119	209,838	175,000	175,000	204,289	205,284	185,000	6%
Expenditures									
Division: 227 - Police Grants Total:	113,750	127,057	326,357	294,962	294,962	213,680	294,962	303,281	3%
Expenditure Total:	113,750	127,057	326,357	294,962	294,962	213,680	294,962	303,281	3%
Fund: 206 - Supplemental Law Enforcement Svc Fund I	43,063	48,062	(116,518)	(119,962)	(119,962)	(9,391)	(89,678)	(118,281)	
Fund Balance, July 1	328,953	372,015	420,077	303,559	303,559		303,559	213,881	
Fund Balance, June 30	372,015	420,077	303,559	183,597	183,597		213,881	95,600	
Fund: 207 - NPDES Storm Water Fund									
Revenue									
321 - Intergovernmental Taxes	255,408	256,688	237,448	253,272	253,272	-	253,272	253,272	0%
332 - Permits	-	1,200	2,600	-	-	-	-	-	0%
370 - Interest and Investment Income	884	(819)	107	-	-	147	-	-	0%
399 - Transfers In	-	75,433	-	-	-	-	-	-	0%
Revenue Total:	256,292	332,502	240,155	253,272	253,272	147	253,272	253,272	0%
Expenditures									
Division: 117 - General Government Total:	-	-	-	-	-	0	-	-	0%
Division: 342 - Road Maintenance Total:	10000	-	13,680.50	7,974	7,974	5,511	7,974	8,081	1%
Division: 344 - NPDES Storm Drain Total:	287,082	293,563	350,102	371,855	371,855	367,570	305,258	377,550	2%
Expenditure Total:	297,082	293,563	363,782	379,829	379,829	373,081	313,232	385,631	2%
Fund: 207 - NPDES Storm Water Fund Net Results	(40,791)	38,938	(123,627)	(126,557)	(126,557)	(372,934)	(59,960)	(132,359)	
Fund Balance, July 1	1,853	(38,938)	0	(123,627)	(123,627)		(123,627)	(183,587)	
Fund Balance, June 30	(38,938)	0	(123,627)	(250,184)	(250,184)		(183,587)	(315,946)	
Fund: 209 - Recreation Fund									
Revenue									
Division: 551 - Recreation Administration Total:	48,737	18,330	56,728	108,996	276,296	232,437	60,356	94,463	-66%
Division: 552 - Senior Center Total:	103,253	172,373	183,835	196,300	196,300	162,527	196,300	241,100	23%
Division: 553 - Tiny Tots Total:	124,659	123,524	109,163	112,010	112,010	97,425	112,010	110,500	-1%
Division: 554 - Youth Center Total:	2,451	8,752	29,384	7,800	17,800	45,023	17,800	44,500	150%
Division: 555 - Day Camp Total:	11,887	20,123	3,500	-	-	-	-	-	0%
Division: 556 - Performing Arts Total:	587	5,399	5,399	-	-	-	-	-	0%
Division: 557 - Swim Center Total:	95,420	108,666	128,329	79,000	79,000	44,310	79,000	83,000	5%
Division: 558 - Memorial Hall Total:	3,308	-	-	-	-	-	-	-	0%
Division: 559 - Tennis Total:	289	110	-	-	-	-	-	-	0%
Revenue Total:	390,592	457,276	516,338	504,106	681,406	581,723	465,466	573,563	-16%
399 - Transfers In	950,998	1,098,343	1,392,318	751,300	751,300	571,177	1,334,560	1,793,450	139%
399 - Transfers In from Section 115 Pension Fund	-	-	-	-	-	-	-	-	0%
Sources Total	1,341,590	1,555,619	1,908,656	1,255,406	1,432,706	1,152,900	1,800,026	2,367,013	65%
Expenditures									
Division: 117 - General Government Total:	7,549	7,068	7,338	7,500	7,500	5,982	5,379	7,500	0%
Division: 551 - Recreation Administration Total:	532,479	538,111	707,670	887,733	1,068,283	819,137	691,147	967,073	-9%
Division: 552 - Senior Center Total:	399,599	500,492	541,257	663,944	677,444	375,750	533,297	565,670	-16%
Division: 553 - Tiny Tots Total:	141,106	159,932	201,018	257,431	270,931	177,859	270,931	263,367	-3%
Division: 554 - Youth Center Total:	111,936	149,571	213,611	358,107	381,607	203,480	208,428	343,042	-10%
Division: 555 - Day Camp Total:	25,228	33,561	90	-	-	-	-	-	0%
Division: 556 - Performing Arts Total:	-	109	-	-	-	-	-	-	0%
Division: 557 - Swim Center Total:	137,822	181,576	226,884	205,540	205,540	142,689	175,268	220,360	7%
Division: 558 - Memorial Hall Total:	5,162	7,173	3,554	-	-	-	-	-	0%
Division: 559 - Tennis Total:	4,385	4,550	-	-	-	-	-	-	0%
Expenditure Total:	1,365,264	1,582,143	1,901,423	2,380,256	2,611,306	1,724,896	1,884,450	2,367,013	-9%
Fund: 209 - Recreation Fund Net Results	(23,674)	(26,524)	7,233	(1,124,850)	(1,178,600)	(571,996)	(84,424)	(0)	
Fund Balance, July 1	29,162	5,488	(21,036)	(13,804)	(13,804)		(13,804)	(98,228)	
Fund Balance, June 30	5,488	(21,036)	(13,804)	(1,138,654)	(1,192,404)		(98,228)	(98,228)	

**Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds**

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 212 - Building & Planning Fund									
Revenue									
322 - Federal Grants	-	-	-	-	-	350,000	250,000	-	0%
323 - State Grants	-	-	-	-	-	-	-	442,800	0%
324 - Other Grants	-	20,000	225,000	40,000	40,000	40,000	250,000	-	-100%
332 - Permits	-	-	2,421	-	476,916	372,401	-	506,011	0%
341 - Review Fees	480,430	496,068	625,075	476,916	368,775	257,341	665,290	477,355	29%
342 - Other Fees	356,319	517,211	484,854	403,275	433,117	346,687	517,469	375,511	-13%
343 - Abatement Fees	65,442	192,423	252,810	433,117	-	-	265,833	-	0%
344 - Impact Fees	572	402	816	29,218	29,218	-	1,000	-	-100%
351 - Fines and Forfeitures	-	8,902	32,809	20,000	20,000	32,052	35,378	30,000	50%
370 - Interest and Investment Income	3,072	(18,196)	(2,735)	7,000	7,000	-	-	-	-100%
383 - Reimbursements	-	32	-	-	-	-	-	-	0%
384 - Other Revenue	-	-	15	6,000	6,000	-	100	4,460	-26%
Revenue Total:	905,836	1,216,842	1,621,063	1,415,526	1,381,026	1,398,481	1,985,070	1,836,137	33%
399 - Transfers In	481,051	-	67,000	67,000	67,000	-	67,000	894,670	1235%
Sources Total	1,386,887	1,216,842	1,688,063	1,482,526	1,448,026	1,398,481	2,052,070	2,730,807	89%
Expenditures									
Division: 461 - Planning Total:	749,792	1,097,149	952,129	683,669	826,169	537,435	851,434	1,252,954	52%
Division: 462 - Building Inspection Total:	1,035,536	1,113,151	1,326,417	1,355,889	1,316,989	887,966	1,271,087	1,477,853	12%
Expenditure Total:	1,785,329	2,210,300	2,278,545	2,039,558	2,143,158	1,425,401	2,122,521	2,730,807	27%
Fund: 212 - Building & Planning Net Results	(398,442)	(993,458)	(590,482)	(557,032)	(695,132)	(26,920)	(70,451)	(0)	
Fund Balance, July 1	(244,296)	(642,738)	(1,636,197)	(2,226,679)	(2,226,679)		(2,226,679)	(2,297,130)	
Fund Balance, June 30	(642,738)	(1,636,197)	(2,226,679)	(2,783,711)	(2,921,811)		(2,297,130)	(2,297,130)	
Fund: 213 - Refuse Management Fund									
Revenue									
323 - State Grants	66,826	66,948	62,080	60,060	60,060	51,464	60,060	60,060	0%
370 - Interest and Investment Income	(1,768)	2,213	2,986	6,000	6,000	90	6,000	6,000	0%
392 - Proceeds from Sale of Property	-	-	-	-	-	-	-	-	0%
Revenue Total:	65,058	69,162	65,066	66,060	66,060	51,554	66,060	66,060	0%
Expenditures									
Division: 341 - Administration/Engineering Total:	-	-	-	-	-	2,751	-	-	
Division: 346 - Waste Reduction Total:	106,591	122,104	131,547	187,102	187,102	101,484	121,804	189,710	1%
Expenditure Total:	106,591	122,104	131,547	187,102	187,102	104,235	121,804	189,710	1%
Fund: 213 - Refuse Management Fund Net Results	(41,533)	(52,942)	(66,481)	(121,042)	(121,042)	(52,680)	(55,744)	(123,650)	
Fund Balance, July 1	192,376	150,843	97,901	31,420	31,420		31,420	(24,324)	
Fund Balance, June 30	150,843	97,901	31,420	(89,622)	(89,622)		(24,324)	(147,974)	
Fund: 214 - Solid Waste Fund									
Revenue									
323 - State Grants	28,327	-	75,000	-	-	-	-	-	0%
370 - Interest and Investment Income	(20,738)	48,433	140,233	8,000	8,000	96,157	105,591	8,000	0%
383 - Reimbursements	386,514	433,111	460,096	360,000	360,000	236,467	360,000	360,000	0%
Revenue Total:	394,103	481,543	675,329	368,000	368,000	332,624	465,591	368,000	0%
Expenditures									
Division: 342 - Road Maintenance Total:	194,241	182,952	108,328	173,666	173,666	80,484	173,666	177,241	2%
Division: 343 - Facility Maintenance Total:	-	-	-	-	-	-	-	-	0%
Division: 345 - Parks Maintenance Total:	-	13,001	-	-	-	-	125,000	-	0%
Expenditure Total:	194,241	195,954	108,328	173,666	173,666	80,484	298,666	177,241	2%
Fund: 214 - Solid Waste Fund Net Results	199,862	285,590	567,001	194,334	194,334	252,141	166,925	190,759	
Fund Balance, July 1	1,863,362	2,063,224	2,348,814	2,915,815	2,915,815		2,915,815	3,082,740	
Fund Balance, June 30	2,063,224	2,348,814	2,915,815	3,110,149	3,110,149		3,082,740	3,273,499	
Fund: 215 - Measure C and J Fund									
Revenue									
322 - Federal Grants	-	27,825	166,373	-	-	115,802	115,802	-	0%
323 - State Grants	-	-	-	722,619	722,619	-	722,619	967,619	34%
324 - Other Grants	470,247	21,965	473,827	421,638	421,638	436,601	473,527	421,638	0%
370 - Interest and Investment Income	(23,256)	40,587	94,071	8,000	8,000	66,872	68,955	8,000	0%
Revenue Total:	446,991	90,377	734,271	1,152,257	1,152,257	619,274	1,380,903	1,397,257	21%
Expenditures									
Division: 117 - General Government Total:	49,664	-	-	-	-	-	-	-	0%
Division: 341 - Administration/Engineering Total:	118,988	134,615	118,289	201,919	201,919	114,348	201,919	196,123	-3%
Division: 342 - Road Maintenance Total:	10,073	138,839	401,159	1,501,207	1,501,207	82,289	1,501,207	993,609	-34%
Division: 343 - Facility Maintenance Total:	-	-	-	2,000	2,000	-	2,000	2,000	0%
Expenditure Total:	178,725	273,454	519,448	1,705,126	1,705,126	196,636	1,705,126	1,191,732	-30%
Fund: 215 - Measure C and J Fund Net Results	268,266	(183,077)	214,823	(552,869)	(552,869)	422,638	(324,223)	205,525	
Fund Balance, July 1	2,057,182	2,325,449	2,142,371	2,357,194	2,357,194		2,357,194	2,032,971	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 216 - Rate Stabilization Fund									
Revenue									
370 - Interest and Investment Income	(2,216)	4,403	11,685	-	-	6,967	6,967	-	0%
383 - Reimbursements	17,499	-	-	-	-	-	-	-	0%
399 - Transfers In	-	-	-	-	-	-	-	-	0%
Revenue Total:	15,283	4,403	11,685	-	-	6,967	6,967	-	0%
Expenditures									
Division: 117 - General Government Total:	-	-	-	-	-	-	-	-	0%
Expenditure Total:	-	-	-	-	-	-	-	-	0%
Fund: 216 - Rate Stabilization Fund Net Results	15,283	4,403	11,685	-	-	6,967	6,967	-	
Fund Balance, July 1	184,676	199,959	204,361	216,046	216,046		216,046	223,013	
Fund Balance, June 30	199,959	204,361	216,046	216,046	216,046		223,013	223,013	
Fund: 217 - American Rescue Plan Act Fund									
Revenue									
322 - Federal Grants	533,606	4,071,404	-	-	-	-	-	-	0%
Revenue Total:	533,606	4,071,404	-	-	-	-	-	-	0%
Expenditures									
Division: 117 - General Government Total:	533,606	4,071,404	-	-	-	-	-	-	0%
Expenditure Total:	533,606	4,071,404	-	-	-	-	-	-	0%
Fund: 217 - American Rescue Plan Act Fund Net Result	-	-	-	-	-	-	-	-	
Fund Balance, July 1	-	-	-	-	-	-	-	-	
Fund Balance, June 30	-	-	-	-	-	-	-	-	
Fund: 225 - Asset Seizure-Adjudicated Fund									
Revenue									
351 - Fines and Forfeiture	-	-	226	-	-	151	151	-	0%
370 - Interest and Investment Income	(766)	869	1,626	-	-	641	641	-	0%
Revenue Total:	(766)	869	1,852	-	-	792	792	-	0%
Expenditures									
Division: 221 - Police Operations Total:	29,000	22,348	19,114	20,544	20,544	-	-	19,268	-6%
Expenditure Total:	29,000	22,348	19,114	20,544	20,544	-	-	19,268	-6%
Fund: 225 - Asset Seizure-Adjudicated Fund Net Result	(29,766)	(21,479)	(17,262)	(20,544)	(20,544)	792	792	(19,268)	
Fund Balance, July 1	87,341	57,576	36,097	18,835	18,835		18,835	19,627	
Fund Balance, June 30	57,576	36,097	18,835	(1,709)	(1,709)		19,627	359	
Fund: 226 - CASp Certification and Training Fund									
Revenue									
342 - Other Fees	8,172	7,355	7,535	-	-	7,579	7,579	-	0%
Revenue Total:	8,172	7,355	7,535	-	-	7,579	7,579	-	0%
Expenditures									
Division: 462 - Building Total:	-	-	1,040	-	-	398.00	-	-	0%
Expenditure Total:	-	-	1,040	-	-	398	-	-	0%
Fund: 226 - CASp Certification and Training Fund Net R	8,172	7,355	6,495	-	-	7,181	7,579	-	
Fund Balance, July 1	27,417	35,590	42,945	49,439	49,439		49,439	57,018	
Fund Balance, June 30	35,590	42,945	49,439	49,439	49,439		57,018	57,018	
Fund: 275 - Parkland Dedication Fund									
Revenue									
344 - Impact Fees	-	-	-	-	-	-	-	-	0%
370 - Interest and Investment Income	(8,595)	766	(290)	-	-	4	4	-	0%
399 - Transfers In	-	22,294	-	-	-	-	-	-	0%
Revenue Total:	(8,595)	23,060	(290)	-	-	4	4	-	0%
Expenditures									
Division: 344 - NPDES Storm Drain Total:	-	-	-	-	-	-	-	-	0%
Division: 345 - Park Maintenance Total:	-	-	-	-	-	-	-	-	0%
Expenditure Total:	-	-	-	-	-	-	-	-	0%
Fund: 275 - Parkland Dedication Fund Net Results	(8,595)	23,060	(290)	-	-	4	4	-	
Fund Balance, July 1	(14,058)	(22,653)	407	116	116		116	120	
Fund Balance, June 30	(22,653)	407	116	116	116		120	120	
Fund: 276 - Growth Impact Fund									
Revenue									
344 - Impact Fees	2,452,573	577,389	27,201	1,039,594	-	-	29,674	-	0%
370 - Interest and Investment Income	(10,748)	60,820	194,306	-	-	112,978	112,978	-	0%
Revenue Total:	2,441,826	638,210	221,508	1,039,594	-	112,978	142,652	-	0%
Expenditures									
Division: 342 - Road Maintenance Total:	-	-	-	-	-	-	-	100,000	100%
Division: 343 - Facility Maintenance Total:	-	-	-	700,000	700,000	10,357	-	1,236,000	77%
Division: 344 - NPDES Storm Drain Total:	-	-	57,982	58,000	58,000	-	58,000	-	-100%
Division: 345 - Park Maintenance Total:	-	-	-	265,000	265,000	-	-	1,100,000	315%
Division: 642 - Sewer Collection Total:	-	-	-	600,000	600,000	-	-	-	-100%
Expenditure Total:	-	-	57,982	1,623,000	1,623,000	10,357	58,000	2,436,000	50%
Fund: 276 - Growth Impact Fund Net Results	2,441,826	638,210	163,526	(583,406)	(1,623,000)	102,621	84,652	(2,436,000)	
Fund Balance, July 1	259,999	2,701,825	3,340,035	3,503,560	3,503,560		3,503,560	3,588,213	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 285 - Housing Assets Fund									
Revenue									
342 - Other Fees	-	-	-	-	-	-	-	-	0%
370 - Interest and Investment Income	(44,948)	111,176	188,166	50,000	50,000	111,268	111,268	50,000	0%
381 - Rental Income	-	-	-	-	-	-	-	-	0%
384 - Other Revenue	41,492	10,305	1,324	-	-	-	-	-	0%
392 - Proceeds from Sale of Property	-	932,344	-	-	-	-	-	-	0%
393 - Loan/Bond Proceeds	11,658	12,867	11,912	5,000	5,000	-	5,000	5,000	0%
Revenue Total:	8,202	1,066,692	201,402	55,000	55,000	111,268	116,268	55,000	0%
Expenditures									
Division: 461 - Planning Total:	47382.48	50,289	56,689	47,376	47,376	40,114	47,376	57,693	22%
Division: 464 - Housing Administration Total:	50,199	558,818	80,662	275,867	275,867	104,136	275,867	285,268	3%
Expenditure Total:	97,581	609,107	137,350	323,243	323,243	144,250	323,243	342,961	6%
Fund: 285 - Housing Assets for Resale Net Results	(89,379)	457,585	64,052	(268,243)	(268,243)	(32,982)	(206,975)	(287,961)	
Fund Balance, July 1	7,835,513	7,746,133	8,203,718	8,267,770	8,267,770		8,267,770	8,060,795	
Fund Balance, June 30	7,746,133	8,203,718	8,267,770	7,999,527	7,999,527		8,060,795	7,772,834	
Fund: 310 - Lighting & Landscape District Fund									
Revenue									
321 - Intergovernmental Taxes	49,768	52,256	57,680	56,411	56,411	32,758	56,411	56,411	0%
383 - Reimbursements	-	-	-	7,500	7,500	-	7,500	7,500	0%
Revenue Total:	49,768	52,256	57,680	63,911	63,911	32,758	63,911	63,911	0%
Expenditures									
Division: 347 - Landscape & Lighting PVR North Total:	22,221	30,498	17,179	39,795	39,795	10,241	39,795	39,795	0%
Division: 348 - Landscape & Lighting PVR South Total:	20,389	16,186	12,906	45,380	45,380	6,990	45,380	45,380	0%
Expenditure Total:	42,611	46,684	30,085	85,175	85,175	17,231	85,175	85,175	0%
Fund: 310 - Lighting & Landscape Districts Net Results	7,157	5,572	27,595	(21,264)	(21,264)	15,527	(21,264)	(21,264)	
Fund Balance, July 1	35,953	43,110	48,682	76,278	76,278		76,278	55,014	
Fund Balance, June 30	43,110	48,682	76,278	55,014	55,014		55,014	33,750	
Fund: 317 - Pinole Valley Caretaker Fund									
Revenue									
381 - Rental Income	-	-	-	15,000	15,000	-	-	15,000	0%
Revenue Total:	-	-	-	15,000	15,000	-	-	15,000	0%
Expenditures									
Division: 345 - Park Maintenance Total:	656	-	-	14,942	14,942	-	-	14,989	0%
Expenditure Total:	656	-	-	14,942	14,942	-	-	14,989	0%
Fund: 317 - Pinole Valley Caretaker Fund Net Results	(656)	-	-	58	58	-	-	11	
Fund Balance, July 1	(327)	(983)	(983)	(983)	(983)		(983)	(983)	
Fund Balance, June 30	(983)	(983)	(983)	(925)	(925)		(983)	(972)	
Fund: 324 - Public Facilities Fund									
Expenditures									
Division: 343 - Facility Maintenance Total:	-	-	-	60,000	60,000	-	60,000	502,000	737%
Division: 345 - Park Maintenance Total:	-	-	-	10,000	10,000	-	10,000	-	-100%
Expenditure Total:	-	-	-	70,000	70,000	-	70,000	502,000	617%
Fund: 324 - Public Facilities Fund Net Results	-	-	-	(70,000)	(70,000)	-	(70,000)	(502,000)	
Fund Balance, July 1	541,649	541,649	541,649	541,649	541,649		541,649	471,649	
Fund Balance, June 30	541,649	541,649	541,649	471,649	471,649		471,649	(30,351)	
Fund: 325 - City Street Improvements Fund									
Revenue									
322 - Federal Grants	336,189	216,875	50,247	41,394	41,394	18,055	41,394	41,394	0%
323 - State Grants	20,292	16,993	-	-	-	-	-	-	0%
324 - Other Grants	268,486	62,587	68,406	1,773,289	1,773,289	154,817	118,654	1,643,889	-7%
332 - Permits	-	-	152	-	-	313	-	-	0%
351 - Fines and Forfeiture	160	-	-	-	-	-	-	-	0%
383 - Reimbursements	-	-	-	-	-	-	-	-	0%
399 - Transfers In	250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-100%
Revenue Total:	875,127	546,455	368,805	2,023,289	2,064,683	423,186	410,048	1,685,283	-18%
Expenditures									
Division: 342 - Road Maintenance Total:	569,001	182,662	234,310	3,687,304	3,687,304	55,064	400,000	2,907,583	-21%
Expenditure Total:	569,001	182,662	234,310	3,687,304	3,687,304	55,064	400,000	2,907,583	-21%
Fund: 325 - City Street Improvements Net Results	306,126	363,793	134,495	(1,664,015)	(1,622,621)	368,122	10,048	(1,222,300)	
Fund Balance, July 1	1,246,864	1,552,990	1,916,783	2,051,278	2,051,278		2,051,278	2,061,326	
Fund Balance, June 30	1,552,990	1,916,783	2,051,278	387,263	428,657		2,061,326	839,026	

**Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds**

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 327 - Parks Grants (Measure WW) Fund									
Revenue									
323 - State Grants	-	-	170,588	-	-	-	-	-	0%
370 - Interest and Investment Income	(285)	(283)	1,647	-	-	113	113	-	0%
Revenue Total:	(285)	(283)	172,235	-	-	113	113	-	
Expenditures									
Division: 345- Park Maintenance Total:	-	193,383	183	-	-	-	-	-	0%
Expenditure Total:	-	193,383	183	-	-	-	-	-	0%
Fund: 327 - Parks Grants (Measure WW) Fund Net Res	(285)	(193,666)	172,052	-	-	113	113	-	
Fund Balance, July 1	25,521	25,236	(168,429)	3,623	3,623		3,623	3,735	
Fund Balance, June 30	25,236	(168,429)	3,623	3,623	3,623		3,735	3,735	
Fund: 377 - Arterial Streets Rehabilitation Fund									
Revenue									
322 - Federal Grants	41,275	541,463	-	-	-	-	-	-	0%
399 - Transfers In	250,000	250,000	250,000	250,000	250,000	250,000	250,000	-	-100%
Revenue Total:	291,275	791,463	250,000	250,000	250,000	250,000	250,000	-	-100%
Expenditures									
Division: 342 - Road Maintenance Total:	1,029,962	80,213	8,066	895,000	895,000	-	50,000	560,960	-37%
Expenditure Total:	1,029,962	80,213	8,066	895,000	895,000	-	50,000	560,960	-37%
Fund: 377 - Arterial Streets Rehabilitation Fund Net Res	(738,687)	711,250	241,934	(645,000)	(645,000)	250,000	200,000	(560,960)	
Fund Balance, July 1	788,574	49,887	761,137	1,003,071	1,003,071		1,003,071	1,203,071	
Fund Balance, June 30	49,887	761,137	1,003,071	358,071	358,071		1,203,071	642,111	
Fund: 500 - Sewer Enterprise Fund									
Revenue									
322 - Federal Grants	-	-	32,447	-	-	-	-	-	0%
363 - Sewer Enterprise Charges	7,764,868	7,831,703	8,072,292	10,164,403	10,164,403	5,275,033	10,164,403	12,735,506	25%
370 - Interest and Investment Income	(196,765)	401,683	995,766	200,000	200,000	618,708	618,708	300,000	50%
383 - Reimbursements	3,046	-	42,000	-	-	16,541	16,541	-	0%
384 - Other Revenue	366	-	-	-	-	-	-	-	0%
392 - Proceeds from Sale of Property	67,262	-	9,608	-	-	-	-	-	0%
Revenue Total:	7,638,777	8,233,386	9,152,112	10,364,403	10,364,403	5,910,282	10,799,653	13,035,506	26%
399 - Transfers In from Section 115 Pension Fund	-	-	-	-	-	-	-	-	0%
Sources Total	7,638,777	8,233,386	9,152,112	10,364,403	10,364,403	5,910,282	10,799,653	13,035,506	26%
Expense									
Division: 117 - General Government Total:	12,191	33,588	21,162	-	-	11,916	11,916	-	0%
Division: 641 - Sewer Treatment Plant/Shared Total:	4,718,679	3,774,932	4,722,179	11,911,529	11,911,529	3,615,914	6,685,341	12,349,900	4%
Division: 642 - Sewer Collections Total:	1,295,873	1,332,177	1,448,928	24,163,267	24,163,267	2,439,798	4,002,925	24,183,004	0%
Division: 643 - Sewer Projects/Shared Total:	-	-	-	85,000	85,000	-	85,000	85,000	100%
Division: 644 - WPCP Equipment/Debt Service Total:	596,719	576,372	554,420	1,611,568	1,611,568	522,834	1,611,568	1,611,192	0%
Expense Total:	6,623,463	5,717,069	6,746,688	37,771,365	37,771,365	6,590,462	12,396,750	38,229,096	1%
Fund: 500 - Sewer Enterprise Fund Net Results	1,015,314	2,516,317	2,405,424	(27,406,962)	(27,406,962)	(680,180)	(1,597,097)	(25,193,590)	
Fund Balance, July 1	15,720,305	16,735,619	19,251,937	21,657,361	21,657,361		21,657,361	20,060,263	
Fund Balance, June 30	16,735,619	19,251,937	21,657,361	(5,749,601)	(5,749,601)		20,060,263	(5,133,327)	
Fund: 505 - Cable Access TV Fund									
Revenue									
314 - Franchise Taxes	21,934	18,756	16,928	26,486	26,486	10,569	26,486	26,486	0%
365 - Cable TV Charges	216,837	277,903	192,464	179,047	179,047	94,662	142,231	159,840	-11%
366 - Other Charges	-	-	-	-	-	-	-	9,000	100%
370 - Interest and Investment Income	1,297	-	-	-	-	-	-	-	0%
384 - Other Revenue	-	-	390	3,000	3,000	150	3,000	90,500	2917%
399 - Transfers In	197,184	222,755	336,276	160,000	160,000	160,000	387,800	361,794	126%
Revenue Total:	437,252	519,414	546,058	368,533	368,533	265,381	559,517	647,620	76%
399 - Transfers In from Section 115 Pension Fund	-	-	-	-	-	-	-	-	0%
Sources Total	437,252	519,414	546,058	368,533	368,533	265,381	559,517	647,620	76%
Expense									
Division: 119 - Cable Access TV Total:	306,964	346,275	377,870	829,463	748,883	426,746	385,247	647,621	-14%
Division: 120 - Cable Access-Community Services Total:	-	72	150	-	-	-	-	-	0%
Division: 121 - Cable Access-Contract Services Total:	132,383	156,258	177,499	-	-	-	186,262	-	0%
Expense Total:	439,347	502,606	555,518	829,463	748,883	426,746	571,509	647,621	-14%
Fund: 505 - Cable Access TV Net Results	(2,095)	16,808	(9,461)	(460,930)	(380,350)	(161,365)	(11,992)	(1)	
Fund Balance, July 1	(3,132)	(5,227)	11,581	2,120	2,120		2,120	(9,872)	
Fund Balance, June 30	(5,227)	11,581	2,120	(458,809)	(378,229)		(9,872)	(9,872)	
Fund: 525 - Information Systems Fund									
Revenue									
393 - Debt Proceeds	95,874	73,788	126,215	-	-	-	-	-	0%
399 - Transfers In	196,169	-	-	-	-	-	4,054	-	0%
Sources Total	292,043	73,788	126,215	-	-	-	4,054	-	0%
Expense									
Division: 118 - Information Systems Total:	792,558	1,277,727	1,709,302	1,529,418	1,553,648	979,631	1,618,704	1,639,437	6%
461 - Indirect cost allocations	(696,684)	(1,199,835)	(1,583,088)	(1,529,612)	(1,553,842)	(971,955)	(1,618,704)	(1,639,417)	6%
Expense Total:	95,874	77,892	126,215	(194)	(194)	7,676	-	21	0%
Fund: 525 - Information Systems Net Results:	196,169	(4,104)	0	194	194	(7,676)	4,054	(21)	
Fund Balance, July 1	(195,194)	975	(3,129)	(3,129)	(3,129)		(3,129)	925	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-All Funds

	FY 2021/22 Actual	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Original Budget	FY 2024/25 Revised Budget	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Projected Year-end	FY 2025/26 Proposed	Prop to Rev Percent Change
Fund: 700 - Pension Fund									
Revenue									
370 - Interest and Investment Income	(2,248,500)	820,773	1,264,903	700,000	700,000	651,463	651,463	700,000	0%
399 - Transfers In		0	0	0	0	0	-	0	0%
Revenue Total:	(2,248,500)	820,773	1,264,903	700,000	700,000	651,463	651,463	700,000	0%
Expense									
Division: 115 - Finance Total:	-	78,164	75,241	50,000	50,000	53,919	53,919	65,000	30%
Division: 117 - General Government Total:	87,037	-	-	-	-	-	-	-	0%
Sub-Total:	87,037	78,164	75,241	50,000	50,000	53,919	53,919	65,000	0%
499 - Transfers Out	1,061,736	2,160,518	2,231,793	2,425,000	2,425,000	-	2,425,000	3,182,927	31%
Expense Total:	1,148,773	2,238,682	2,307,034	2,475,000	2,475,000	53,919	2,478,919	3,247,927	31%
Fund: 700 - Pension Fund Net Results	(3,397,273)	(1,417,910)	(1,042,131)	650,000	(1,775,000)	597,545	(1,827,455)	(2,547,927)	
Fund Balance, July 1	19,442,495	16,045,223	14,627,313	13,585,182	13,585,182		13,585,182	11,757,727	
Fund Balance, June 30	16,045,223	14,627,313	13,585,182	14,235,182	11,810,182		11,757,727	9,209,800	
Fund: 750 - Recognized Obligation Retirement Fund									
Revenue									
311 - Property Taxes	6,220,857	4,753,505	145,458	-	-	-	-	-	0%
370 - Interest and Investment Income	(27,548)	48,474	86,195	-	-	56,433	56,433	-	0%
392 - Proceeds from Sale of Property	342,326	-	-	-	-	-	-	-	0%
393 - Loan/Bond Proceeds	5,131	-	-	-	-	-	-	-	0%
399 - Transfers In	(839,901)	-	-	-	-	-	-	-	0%
Revenue Total:	5,700,865	4,801,979	231,653	-	-	56,433	56,433	-	0%
Expense									
Division: 463 - Successor Agency to RDA Total:	1,008,557	669,797	463,573	-	-	13,141	-	-	0%
Expense Total:	1,008,557	669,797	463,573	-	-	13,141	-	-	0%
Fund: 750 - Recognized Obligation Retirement Fund Net Results	4,692,309	4,132,182	(231,920)	-	-	43,293	56,433	-	
TOTAL APPROPRIATIONS ALL FUNDS	41,495,042	47,585,583	49,050,749	96,052,260	96,410,849	34,835,369	56,515,223	92,502,077	

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BUDGETED POSITIONS

Through the budget, the City Council authorizes the City’s hiring of employees to fill positions. Below find a table illustrating the positions included in the FY 2025/26 budget.

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-Budgeted Positions

Department	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
CITY MANAGER					
City Manager	1.00	1.00	1.00	1.00	1.00
Communications Director	0.00	0.00	0.00	0.00	1.00
Information Systems Manager	0.00	0.00	0.00	0.00	1.00
Assistant to the City Manager	0.00	1.00	1.00	1.00	0.00
Management Analyst	1.00	0.00	0.00	0.00	0.00
Administrative Assistant	1.00	1.00	0.20	0.20	0.00
Total Full-Time Equivalents (FTEs)	3.00	3.00	2.20	2.20	3.00
CITY CLERK					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.48	1.00	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	2.48	3.00	3.00	3.00	3.00
FINANCE DEPARTMENT					
Finance Director	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.00	1.00	1.00
Accountant	1.00	1.00	1.00	0.00	0.00
Accounting Specialist	1.00	1.00	1.00	1.00	1.00
Accounting Technician, <i>part-time</i>	0.48	0.48	0.00	0.00	0.00
Administrative Assistant	0.00	0.00	0.75	0.75	1.00
Total Full-Time Equivalents (FTEs)	3.48	3.48	3.75	3.75	4.00
HUMAN RESOURCES					
Human Resources Director	1.00	1.00	1.00	1.00	1.00
Human Resources Analyst	0.00	1.00	1.00	1.00	1.00
Human Resources Specialist	1.00	0.00	0.00	0.00	1.00
Human Resources Technician	0.00	1.00	1.00	1.00	0.00
Administrative Assistant	0.00	0.00	0.05	0.05	0.00
Total Full-Time Equivalents (FTEs)	2.00	3.00	3.05	3.05	3.00
POLICE DEPARTMENT					
SWORN					
Police Chief	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00	2.00	2.00
Police Sergeant	6.00	7.00	7.00	6.00	6.00
Police Officer	19.00	20.00	20.00	19.00	19.00
Sub-total Sworn	28.00	30.00	30.00	28.00	28.00
NON-SWORN					
Administrative Secretary	1.00	1.00	1.00	1.00	1.00
Community Safety Specialist	1.00	1.00	1.00	1.00	1.00
Community Service Officer	2.00	2.00	2.00	2.00	2.00
Crossing Guards, <i>part-time/temporary</i>	0.25	0.25	0.25	0.25	0.25
Dispatcher	11.00	10.00	10.00	10.00	10.00
Lead Dispatcher	1.00	2.00	2.00	2.00	2.00
Police Property Specialist	1.00	1.00	1.00	1.00	1.00
Police Records Specialist	2.00	2.00	2.00	2.00	2.00
Sub-total Non-Sworn	19.25	19.25	19.25	19.25	19.25
Total Full-Time Equivalents (FTEs)	47.25	49.25	49.25	47.25	47.25

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-Budgeted Positions

Department	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
FIRE DEPARTMENT					
SWORN					
Fire Chief	1.00	1.00	0.00	0.00	0.00
Battalion Chief	1.00	1.00	0.00	0.00	0.00
Fire Captain	5.00	5.00	0.00	0.00	0.00
Fire Engineer	3.00	3.00	0.00	0.00	0.00
Fire Fighter/Paramedic	3.00	6.00	0.00	0.00	0.00
Fire Fighter	3.00	0.00	0.00	0.00	0.00
Sub-total Sworn	16.00	16.00	0.00	0.00	0.00
NON-SWORN					
Management Analyst	1.00	1.00	0.00	0.00	0.00
Sub-total Non-Sworn	1.00	1.00	0.00	0.00	0.00
Total Full-Time Equivalents (FTEs)	17.00	17.00	0.00	0.00	0.00
PUBLIC WORKS					
Public Works Director	0.00	1.00	1.00	1.00	1.00
Development Services Director/City Engineer	1.00	0.00	0.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	0.00	0.00
Capital Improvement and Environmental Program Manager	0.00	1.00	1.00	1.00	1.00
Associate Civil Engineer	0.00	1.00	1.00	1.00	1.00
Junior Engineer	0.00	0.00	0.00	0.00	1.00
Public Works Specialist	1.00	2.00	2.00	2.00	2.00
Management Analyst	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator (Shared with CDD)	0.00	0.50	0.50	0.00	0.00
Public Works Manager	1.00	1.00	1.00	1.00	1.00
Public Works Maintenance Supervisor	3.00	3.00	3.00	3.00	3.00
Public Works Maintenance Workers	8.00	8.00	8.00	8.00	8.00
Park Caretaker	0.25	0.25	0.25	0.25	0.25
Treatment Plant Manager	1.00	1.00	1.00	1.00	1.00
Water Pollution Control Plant Operation Supervisor	1.00	1.00	1.00	1.00	1.00
WWTP Senior Operator	0.00	1.00	1.00	1.00	1.00
WWTP Operator	5.00	4.00	4.00	4.00	4.00
Laboratory Analyst II	1.00	1.00	1.00	1.00	1.00
Laboratory Technician I	1.00	1.00	1.00	1.00	1.00
WWTP Senior Maintenance Mechanic	0.00	0.00	0.00	1.00	1.00
WWTP Maintenance Mechanic	2.00	2.00	2.00	1.00	1.00
Water Pollution Control Plant Intern	0.48	0.48	0.48	0.48	0.48
Total Full-Time Equivalents (FTEs)	27.73	30.23	30.23	29.73	30.73
COMMUNITY DEVELOPMENT					
Community Development Director	1.00	1.00	1.00	1.00	1.00
Planning Manager	1.00	1.00	1.00	1.00	1.00
Associate Planner	0.00	0.00	0.00	1.00	1.00
Sustainability Coordinator	0.00	0.00	0.00	0.00	1.00
Senior Building Inspector	1.00	0.00	0.00	0.00	0.00
Building Official	0.00	1.00	1.00	1.00	1.00
Building Inspector	1.00	0.00	0.00	0.00	0.00
Building Inspector I/II	0.00	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer I/II	0.00	1.00	1.00	1.00	1.00
Permit Technician	2.00	0.00	0.00	0.00	0.00
Permit Technician I/II/III	0.00	2.00	2.00	2.00	2.00
Administrative Coordinator (Shared with Public Works)	0.00	0.50	0.50	0.00	0.00
Total Full-Time Equivalents (FTEs)	7.00	7.50	7.50	8.00	9.00

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-Budgeted Positions

Department	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
COMMUNITY SERVICES DEPARTMENT					
RECREATION					
Community Services Director	1.00	1.00	1.00	1.00	1.00
Recreation Manager	1.00	1.00	1.00	1.00	1.00
Food Services Specialist	0.00	0.00	0.00	0.75	0.75
Cook, <i>part-time/regular</i>	0.75	0.75	0.75	0.00	0.00
Recreation Coordinator	2.60	3.50	3.50	3.50	4.00
Recreation Leader	2.88	2.88	2.88	3.51	3.51
Recreation Leader [Tiny Tots]	1.13	1.13	1.13	0.00	0.00
Rental Facility Custodian, <i>part-time/temporary</i>	1.65	1.65	1.65	1.65	1.65
Senior Recreation Leader	1.50	1.50	1.50	2.00	2.00
Total Full-Time Equivalents (FTEs)	12.50	13.40	13.40	13.41	13.91
PINOLE COMMUNITY TELEVISION (PCTV)					
Cable Access Coordinator	1.00	1.00	1.00	1.00	1.00
Cable Access Technician	1.00	1.00	1.00	1.00	1.00
Cable Equipment Operators	0.75	0.75	0.75	0.75	0.75
Total Full-Time Equivalents (FTEs)	2.75	2.75	2.75	2.75	2.75
GRAND TOTAL ALL DEPARTMENTS	125.19	132.61	115.13	113.14	116.64

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Revenue and Expenditure Summaries-Labor Allocations

Labor Cost Allocations (\$)

Position Title	Total Wages and Benefits	General Fund 100	Sewer Enterprise (WVTP) Fund	Sewer Enterprise (Corp Yard) Fund 500	PCTY 505	Information Systems Fund 525	Housing Admin Fund 285	Gas Tax Fund 200	Building Fund 212	Measure "S-204" Fund 106	PSAF Fund 203	SLESF Fund 206	Storm Water Fund 207	Recreation Fund 213	Refuse Mgmt Fund 214	Solid Waste Fund 215	Measure "J" Fund 216	Total
100-110 Council Members (5)	32,838	69,629	-	23,210	-	-	-	-	-	-	-	-	-	-	-	-	-	32,838
100-111 City Manager	382,777	229,666	19,139	95,694	-	-	19,139	-	19,139	-	-	-	-	-	-	-	-	382,777
100-111 Assistant to the City Manager	280,503	208,403	-	-	-	52,101	-	-	-	-	-	-	-	-	-	-	-	280,503
100-113 Treasurer	5,101	3,826	-	1,275	-	-	-	-	-	-	-	-	-	-	-	-	-	5,101
100-115 Finance Director	449,951	359,961	67,493	-	-	-	22,498	-	-	-	-	-	-	-	-	-	-	449,951
100-115 Senior Accountant	183,719	161,261	28,458	-	-	-	-	-	-	-	-	-	-	-	-	-	-	183,719
100-115 Accounting Specialist	133,369	118,464	20,905	-	-	-	-	-	-	-	-	-	-	-	-	-	-	133,369
100-115 Admin Assistant	202,160	202,160	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	202,160
100-116 HR Analyst	153,181	143,263	15,918	-	-	-	-	-	-	-	-	-	-	-	-	-	-	153,181
100-116 HR Director	452,853	407,587	45,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-	452,853
100-116 HR Specialist	157,714	141,943	15,771	-	-	-	-	-	-	-	-	-	-	-	-	-	-	157,714
100-221 Police Officer	206,331	94,912	-	-	-	-	-	-	-	-	413,521	111,419	-	-	-	-	-	206,331
100-221 Police Officer (2)	413,521	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	413,521
100-221 Police Officer (Carline)	222,379	155,665	-	-	-	-	-	-	-	-	-	66,714	-	-	-	-	-	222,379
100-341 P/W Director	316,626	79,657	63,725	47,794	-	-	-	31,683	-	31,683	-	-	15,931	-	31,683	15,931	-	316,626
100-341 Associate Civil Engineer	143,094	-	14,309	21,464	-	-	-	-	-	71,547	-	-	-	-	-	-	-	143,094
100-341 P/W Specialist (2)	293,250	58,650	-	73,312	-	-	-	43,987	58,650	-	-	-	29,325	-	29,325	-	-	293,250
100-341 Capital Improvement Manager	205,669	-	20,587	30,850	-	-	-	-	-	41,134	-	-	10,283	-	20,587	30,850	51,417	205,669
100-341 Management Analyst	161,473	32,295	-	16,147	-	-	-	32,295	-	40,368	-	-	8,074	-	-	32,295	-	161,473
107-342 P/W Maint. Supervisor	155,365	-	-	-	-	-	-	-	-	-	93,219	-	-	-	-	31,073	31,073	155,365
100-343 Public Works Manager	344,438	172,219	-	68,688	-	-	-	34,444	-	-	-	-	51,666	-	17,222	-	-	344,438
100-343 P/W Maint. Supervisor	269,855	121,435	-	67,464	-	-	-	13,493	-	-	-	-	53,371	-	13,493	-	-	269,855
100-343 Maintenance Workers (4)	522,768	156,830	-	104,554	-	-	-	78,415	-	-	-	-	78,415	-	26,138	-	-	522,768
100-343 Maintenance Worker (1)	99,180	-	-	-	-	-	-	-	-	99,180	-	-	-	-	-	-	-	99,180
100-343 Maintenance Worker (1)	116,980	58,490	-	-	-	-	-	-	-	58,490	-	-	-	-	-	-	-	116,980
212-461 Community Dev. Director	480,496	182,588	-	-	-	57,659	-	-	240,248	-	-	-	-	-	-	-	-	480,496
212-461 Planning Manager	247,534	12,377	-	-	-	12,377	-	-	222,780	-	-	-	-	-	-	-	-	247,534
212-462 Permit Technician III	138,675	-	-	-	-	-	-	-	138,675	-	-	-	-	-	-	-	-	138,675
212-462 Permit Technician I	119,898	-	-	-	-	-	-	-	119,898	-	-	-	-	-	-	-	-	119,898
500-542 P/W Maint. Supervisor	241,089	-	-	180,816	-	-	-	-	-	-	-	-	24,109	-	12,054	-	-	241,089
500-542 Maintenance Workers (2)	278,606	-	-	208,954	-	-	-	-	-	-	-	-	27,861	-	13,930	-	-	278,606
525-718 Information Technology/IT	204,479	137,001	16,388	12,269	10,224	-	-	-	10,224	-	-	-	-	-	18,403	-	-	204,479
	\$ 7,615,871	\$ 3,308,261	\$ 327,923	\$ 952,691	\$ 10,224	\$ 52,101	\$ 111,673	\$ 260,481	\$ 809,614	\$ 942,582	\$ 93,219	\$ 178,132	\$ 429,635	\$ 18,403	\$ 164,592	\$ 110,149	\$ 222,664	\$ 7,615,871
PERCENT OF TOTAL		43%	4%	12%	0%	1%	1%	3%	11%	4%	1%	2%	4%	0%	2%	1%	3%	100%
	General Fund	Special Revenue	Sewer Enterprise	Information Systems	Measure Fund	Measure Fund												
	\$ 3,308,261	\$ 2,988,884	\$ 1,280,621	\$ 62,325	\$ 93,219	\$ 94,582												
	100-111	100-112	100-115	100-116	100-117	100-221	100-223	100-341	100-342	100-342	100-343	100-345	100-465	100-466	212-461	212-462	Total	
100-221 Police Chief	-	-	-	-	-	326,839	36,315	-	-	-	-	-	-	-	-	-	363,154	
100-221 Lieutenant	-	-	-	-	-	530,459	147,615	-	-	-	-	-	-	-	-	-	738,074	
100-342 Maintenance Supervisor (1)	-	-	-	-	-	-	-	-	62,146	-	-	31,073	-	-	-	-	93,219	
100-343 Maintenance Workers (4)	-	-	-	-	-	-	-	-	-	31,366	62,732	24,795	-	-	-	-	156,830	
100-343 Maintenance Worker (1)	-	-	-	-	-	-	-	-	-	24,795	24,795	-	-	-	-	-	49,590	
212-461 Community Dev. Director	-	-	-	-	-	-	-	-	-	-	-	-	120,124	62,464	120,124	422,836		
212-462 Permit Technician III	-	-	-	-	-	-	-	-	-	-	-	-	-	-	104,006	138,675		
212-462 Permit Technician I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	89,923	119,898		
525-718 Information Technology/IT	-	-	-	-	34,761	-	69,523	14,314	-	18,403	-	-	-	-	-	-	137,001	

Labor Cost Allocations (%)

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Department Budgets

This section contains detailed information for the City's organizational units, its departments. The budget summaries illustrate how the City's various funding sources are allocated to individual departments to fund their specific activities and programs.

The department sections are arranged in the following order:

- Elected Officials
 - City Council
 - City Treasurer
- Appointed Officials
 - City Manager
 - City Attorney
 - City Clerk
- Administration
 - Finance
 - Human Resources
- Public Safety
 - Police
 - Fire
- Public Works
- Community Development
- Community Services
- General Government

The following information is provided below in each department budget section:

- Mission;
- Major services and functions;
- FY 2024/25 key accomplishments;
- FY 2025/26 key priorities and projects;
- Significant special projects for FY 2026/27 – FY 2027/30;
- Major changes in FY 2025/26 budget;
- Position summary;
- Budget summaries at the department and division levels; and
- Major non-personnel expense details.

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CITY COUNCIL

Mission

The mission of the City Council is to use the tools at its disposal to create a safe, healthy, and prosperous community. In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025, which contained the following vision, mission, and goals for the City.

Vision

Pinole is a safe, vibrant, and innovative community with small town charm and high quality of life.

Mission

Pinole will be efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

Goals

1. Safe and Resilient
2. Financially Stable
3. Vibrant and Beautiful
4. High Performance

Major Services and Functions

The primary role of the City Council is to create local laws to support a safe, healthy, and prosperous community. The City Council also creates a vision and goals for the community, approves policies for the conduct of municipal affairs, and appropriates City funds through the budget process to support City programs and services. The City Council holds regularly scheduled meetings, hearings, and study sessions to receive citizens' input and conduct the City's business in a public forum. Council Members represent the City at local, regional, and State organizations. The five-member City Council is elected at large and serves four-year overlapping terms. The City Council appoints one of its members to serve as the Mayor each year. The City Council also serves as the governing body of the Successor Agency to the Pinole Redevelopment Agency ("Successor Agency"), and appoints members of the community to serve on various boards and commissions. The City Council appoints three City officers: the City Manager, City Attorney, and City Clerk.

FY 2024/25 Key Accomplishments

- Recognized numerous individuals, community organizations, and causes for their contributions to Pinole and society

- Analyzed and approved a new five-year fire and emergency medical service agreement with the Contra Costa County Fire Protection District ("Con Fire")
- Researched a potential local ballot measure to transition to a charter city and establish an increased real property transfer tax (RPTT)
- Approved an Economic Development Strategy
- Approved a Communication and Engagement Plan
- Adopted a new City of Pinole Local Roadway Safety Plan (LRSP)
- Approved a new 223-unit multifamily housing development on Fitzgerald Avenue ("Pinole Vista" apartment complex)
- Approved a preliminary design for the replacement of the San Pablo Avenue bridge between Pinole and Hercules
- Provided direction on and authorized the submittal of the draft 2023-2031 Housing Element Update
- Provided direction to staff on new City events, such as a Pinole Pride (civic/anniversary and LBGT) event in June 2023
- Provided direction on safety improvements on the Tennent Avenue corridor
- Established a Project Labor Agreement (PLA) Ad Hoc Subcommittee
- Improved the capital planning process by providing direction to staff on a capital projects prioritization methodology
- Authorized the sale of surplus City properties
- Adopted resolutions taking positions on key policy issues
- Adopted ordinances changing City laws on certain key issues
- Appropriated funding for a new Property and Facilities Master Plan
- Provided funding and direction on transportation safety capital projects

FY 2025/26 Key Priorities and Projects

- Create new or updated ordinances to support a safe, healthy, and prosperous community
- Continue to recognize individuals, organizations, and causes through proclamations and resolutions
- Continue to advocate for the City in regional and State policy matters
- Continue to review and approve City policies and service models that will improve City efficiency and effectiveness
- Provide leadership and oversight of the implementation of the Strategic Plan
- Consider development applications that will improve the community
- Provide direction and adopt updates to the City General Plan Safety and Health and Environmental Justice elements
- Create an updated Long-Term Financial Plan that determines how to address the City's unfunded liabilities
- Establish a process to quickly respond to advocacy opportunities regarding proposed State legislation
- Direct staff on the redevelopment of "Community Corner" (lot at the corner of San Pablo Avenue and Tennent)
- Review City's use of its Section 115 Pension Trust

- Continue to expand relationships with elected officials in neighboring cities, special districts, and at the State and federal levels

Significant Special Projects for FY 2026/27 through FY 2029/30

- Create new or updated ordinances to support a safe, healthy, and prosperous community

Major Changes in FY 2025/26 Budget

There are no major changes in the FY 2025/26 budget compared to the FY 2024/25 budget.

Position Summary

There are no staff positions budgeted for the City Council department. Support to the City Council is provided by City staff budgeted in other departments, such as the City Manager, City Attorney, City Clerk, and others.

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Council

CITY COUNCIL BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	209,697	217,993	115,342	241,089	213,700	(27,389)	-13%
Measure S 2014 - 106	-	9,202	-	-	-	-	0%
Total	209,697	227,194	115,342	241,089	213,700	(27,389)	-13%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages -401	45,581	33,883	27,168	33,750	43,050	9,300	22%
Employee Benefits - 410	42,818	49,760	42,754	57,559	61,219	3,660	6%
Total Personnel	88,399	83,643	69,922	91,309	104,269	12,960	12%
Services and Supplies							
Professional & Administrative Services -	139,226	142,558	56,651	166,305	128,255	(38,050)	-30%
Other Operating Expenses -43	1,384	1,632	1,017	1,030	1,375	345	25%
Total Services and Supplies	140,609	144,189	57,668	167,335	129,630	(37,705)	-29%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	15,000	-	-	-	-	0%
Total Capital Outlay	-	15,000	-	-	-	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(21,392)	(18,525)	(14,666)	(19,785)	(23,224)	(3,439)	15%
General Liability Insurance - 46201	2,082	2,887	2,418	2,230	3,025	795	26%
Total Indirect Cost Allocations	(19,311)	(15,638)	(12,248)	(17,555)	(20,199)	(2,644)	13%
Total	209,697	227,194	115,342	241,089	213,700	(27,389)	-13%
EXPENDITURES BY PROGRAM							
City Council - 110	209,697	227,194	115,342	241,089	213,700	(27,389)	-13%
Total	209,697	227,194	115,342	241,089	213,700	(27,389)	-13%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Council

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 10,000	\$ 10,000
City Council Retreat/Planning Workshop	\$ 10,000		
42201 Office Expense		\$ 500	\$ 1,200
4230X Travel and Training		\$ 64,130	\$ 25,380
ABAG Delegate	\$ 250		
CCC Mayor's Conference monthly dinners (24 @ \$70)	1,680		
Council Member 1 Discretionary Travel/Training Allocation	4,250		
Council Member 2 Discretionary Travel/Training Allocation	4,250		
Council Member 3 Discretionary Travel/Training Allocation	4,250		
Council Member 4 Discretionary Travel/Training Allocation	4,250		
East Bay Division meetings (12 @ \$50)	600		
Mayor Discretionary Travel/Training Allocation	4,250		
Mayor travel expenses	600		
Other identified City sponsored events	250		
Various dinners/award ceremonies	750		
42401 Memberships		\$ 23,485	\$ 23,485
ABAG dues	\$ 5,500		
Contra Costa Mayor's Conference membership & exp.	1,400		
LAFCO dues	6,300		
League of CA Cities	7,685		
League of California Cities East Bay Division	400		
National League of Cities	1,700		
Other Memberships	500		
42514 Special Department Expense		\$ 68,190	\$ 68,190
City Council meetings recorded by PCTV	\$ 56,490		
Mayoral Celebration expense	400		
Misc. supplies and food for meetings	1,000		
Other special department expenses	1,000		
Stipends for High School Student Internship Program (up to 2)	8,700		
West County Mayor's Breakfast meetings	600		
Total Professional/Administrative Services			\$ 128,255
4310X Utilities		\$ 1,030	\$ 1,375
Gas/Electric	\$ 1,300		
Water	75		

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CITY TREASURER

Mission

The mission of the City Treasurer is to, in collaboration with the Finance Director, ensure that all City funds are received, deposited, disbursed, and invested effectively in accordance with the City's Investment Policy and Generally Accepted Accounting Principles (GAAP).

Major Services and Functions

The City Treasurer provides input to the Finance Director on quarterly investment reports that the Finance Director creates for the City Council. The reports include reconciled bank balances, the type and amount of investments and deposits of City funds, the institution in which these deposits are made, market values, maturity dates, and rates of interest. In addition, the City Treasurer reviews the weekly check run and is one of the authorized City counter signatories of checks in an amount of \$5,000 or greater. The City's Investment Policy prioritizes safety, liquidity, and yield. The City Treasurer is an elected position and serves a four-year term.

FY 2024/25 Key Accomplishments

- Collaborated with the Finance Director to provide quarterly investment reports to the City Council and to achieve the Investment Policy priorities of safety, liquidity, and yield
- Collaborated with the Finance Director to ensure that all City funds were received, deposited, disbursed, and invested effectively in accordance with the City's Investment Policy and GAAP

FY 2025/26 Key Priorities and Projects

- Continue to collaborate with the Finance Director on investment management and treasury functions

Major Changes in FY 2025/26 Budget

There are no major changes in the FY 2025/26 budget compared to the FY 2024/25 budget.

Position Summary

There are no staff positions budgeted for the City Treasurer department. Support to the City Treasurer is provided by City staff budgeted in other departments, primarily the Finance Department.

CITY TREASURER BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	8,268	9,681	7,473	10,148	9,990	(158)	-2%
Total	8,268	9,681	7,473	10,148	9,990	(158)	-2%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	7,306	3,024	2,192	3,000	3,000	-	0%
Employee Benefits - 410	2,860	7,552	5,514	7,519	7,295	(224)	-3%
Total Personnel	10,166	10,576	7,706	10,519	10,295	(224)	-2%
Services and Supplies							
Professional & Administrative Services - 42	459	697	456	760	760	-	0%
Total Services and Supplies	459	697	456	760	760	-	0%
Indirect Cost Allocations							
Admin Credits - 46121	(2,542)	(1,849)	(905)	(1,329)	(1,276)	53	-4%
General Liability Insurance - 46201	185	257	215	198	211	13	6%
Total Indirect Cost Allocations	(2,357)	(1,592)	(690)	(1,131)	(1,065)	66	-6%
Total	8,268	9,681	7,473	10,148	9,990	(158)	-2%
EXPENDITURES BY PROGRAM							
City Treasurer - 113	8,268	9,681	7,473	10,148	9,990	(158)	-2%
Total	8,268	9,681	7,473	10,148	9,990	(158)	-2%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42301 Travel & Training	\$ 400	\$ 400
Misc. training	\$ 400	
42401 Memberships	\$ 110	\$ 110
CSMFO Dues	\$ 110	
42506 Bonds	\$ 250	\$ 250
Bond for City Treasurer position	\$ 250	
Total Professional/Administrative Services	\$ 760	

CITY MANAGER

The City Manager department is comprised of the following divisions:

- Administration and Programs; and
- Information Technology; and
- Communications (includes Pinole Community Television)

Mission

The mission of the City Manager's office (department) is to support the City Council in its policy development and to lead all City staff and operations to ensure efficient and effective service delivery.

Major Services and Functions

The City of Pinole is organized under a "council-manager" form of operation. This form of operations consists of an elected City Council that is responsible for policymaking and a professional City Manager, appointed by the Council, who is responsible for carrying out the policies of the Council and leading City operations. In addition to leading City operations, the City Manager's office also performs or coordinates some specific functions on behalf of the entire City organization, including the following:

- Communication and engagement
- Intergovernmental relations
- Information technology
- Strategic planning and organizational assessment

The Information Technology Division maintains hardware and software throughout the City organization. The Division collaborates with other City departments to conduct business process re-engineering and to select and implement appropriate technology to meet City needs. The Division manages information services citywide. The City is in the process of transitioning from using a private firm for managed IT services to an internal IT Department. The IT Department will provide citywide network administration, security, equipment and software maintenance, and end user support.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Supported the City Council in its development of policy on key community issues
- Supported City departments in the implementation of a number of process improvements and new policies
- Worked with local, regional, State, and federal agencies to advance Pinole's interests
- Created written policies and procedures on numerous administrative matters

- Launched a new website, City Seal, logo and branding guidelines
- Implemented a new voice over internet protocol (VOIP) phone system

Strategic Plan Strategies

- Implemented many IT projects, including significantly improving network security
- Continues to expand communication and engagement with the community through the use of new tools and techniques
- Increased engagement with community and civic organizations, neighboring cities, and special districts
- Launched a new website Content Management System (CMS) and mobile application

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Complete the transition to an Internal IT Department
- Continue developing innovative strategies for communication and engagement
- Develop Real Estate/Property Master Plan Strategy
- Create additional revenue proposals for Council's approval and direction
- Launch Citizen's Academy

Strategic Plan Strategies

- Complete the Strategic Plan strategy of developing an interagency legislative advocacy program (Goal 4, Strategy 7)
- Complete priority projects as outlined in the 2021/22-2025/26 Information Technology (IT) Plan

Significant Special Projects for FY 2026/27 through FY 2029/30

- Complete Strategic Plan strategies
- Support Pinole Community Television in the implementation of its PCTV Strategy
- Implement a Citizens Academy

Major Changes in FY 2025/26 Budget

The City Manager Department has reduced its Professional Services budget across all its divisions due to bringing several services in-house. The Information Technology division budget includes a number of projects identified in the City's IT Plan, as well as new one-time and ongoing operational costs associated with the transition to an internal IT Department. The City Manager Department is also taking on the real estate division, and some of the grant writing.

Also, the Administrative Assistant position has been fully allocated to the Finance Department beginning FY 2025/26.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
City Manager	1.00	1.00	1.00	1.00	1.00
Communications Director	0.00	0.00	0.00	0.00	1.00
Information Technology Manager	0.00	0.00	0.00	0.00	1.00
Information Technology Technician	0.00	0.00	0.00	0.00	0.00
Management Analyst	1.00	0.00	0.00	0.00	0.00
Assistant to the City Manager	0.00	1.00	1.00	1.00	0.00
Administrative Assistant	1.00	1.00	0.20	0.20	0.00
Total	3.00	3.00	2.20	2.20	3.00

CITY MANAGER BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	567,995	535,472	440,359	708,857	531,763	(177,094)	-33%
Total	567,995	535,472	440,359	708,857	531,763	(177,094)	-33%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	443,050	549,274	355,906	556,071	465,606	(90,465)	-19%
Overtime - 402	3,813	4,686	4,242	342	-	(342)	-100%
Employee Benefits - 410	320,989	202,877	154,307	296,939	145,569	(151,370)	-104%
Total Personnel	767,852	756,837	514,454	853,352	611,175	(242,177)	-40%
Services and Supplies							
Professional & Administrative Services - 42	164,870	85,637	86,196	203,980	91,580	(112,400)	-123%
Other operating Expenses - 43	1,892	2,224	1,394	1,425	1,675	250	15%
Total Services and Supplies	166,762	87,862	87,590	205,405	93,255	(112,150)	-120%
Indirect Cost Allocations							
Admin Credits - 46121	(396,897)	(351,673)	(199,760)	(385,020)	(205,383)	179,637	-87%
General Liability Insurance - 46201	29,629	42,230	38,075	35,120	32,716	(2,404)	-7%
Total Internal Cost Allocations	(367,268)	(309,443)	(161,685)	(349,900)	(172,667)	177,233	-103%
Capital Outlay							
Asset Acquisition/Improvement - 47	649	216	-	-	-	-	0%
Total Capital Outlay	649	216	-	-	-	-	0%
Total	567,995	535,472	440,359	708,857	531,763	(177,094)	-33%
EXPENDITURES BY PROGRAM							
City Manager - 111	567,995	535,472	440,359	683,431	531,763	(151,668)	-29%
Total	567,995	535,472	440,359	683,431	531,763	(151,668)	-29%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 154,000	\$ 154,000
Communication and Engagement Consulting	\$ 40,000	
EOP Training (citywide)	20,000	
DEI Consulting	40,000	
Graphic Art Services	6,000	
Misc. Consulting	20,000	
Procurement and Research Services	28,000	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Manager

42107 Equipment Maintenance	\$	100	\$	100
	\$	100		

42201 Office Expense	\$	35,955	\$	35,955
Copier Supplies	\$	1,000		
Mass Mailing Services		17,255		
Misc Office Expense		800		
Office Supplies		8,000		
Other Office Expenses		5,000		
Outreach Materials (branded)		3,500		
42203 UPS/FedEx/Misc Shipping		400		

4230X Travel and Training	\$	7,300	\$	7,300
League of Cities or Other Trainings	\$	1,600		
Mayor's Conference monthly dinners		600		
Miscellaneous Meetings		1,200		
Other Misc. Training		1,500		
League of Cities or other training related travel		2,400		

42401 Memberships	\$	3,875	\$	3,875
Bay Area News Group Subscription	\$	550		
CAPIO Membership		200		
CCC Public Managers Association		500		
CCMF Membership		200		
ICMA Membership		2,150		
MISAC Membership		200		
Municipal Management Association (MMANC)		75		

42506 Bonds	\$	350	\$	350
Bonds (CM & ACM)	\$	350		

42514 Special Department Expense	\$	2,400	\$	2,400
Flowers for funerals and Special Occations	\$	300		
Miscellaneous		2,000		
Notary Fees and Supplies		100		

Total Professional/Administrative Services \$ 203,980

4310X Utilities	\$	1,425	\$	1,425
43103 Gas/Electric	\$	1,300		
43102 Water		125		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Manager

INFORMATION SYSTEMS BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	901,644	965,862	681,344	1,068,542	974,162	(94,380)	-10%
Recreation Fund - 209	70,113	85,005	61,813	131,321	93,637	(37,684)	-40%
Building and Planning Fund - 212	139,817	376,581	168,312	179,734	213,810	34,076	16%
Sewer Enterprise Fund - 500	75,936	106,538	71,702	161,263	116,502	(44,761)	-38%
Cable Access TV Fund - 505	35,051	84,680	21,472	65,903	36,667	(29,236)	-80%
Total	1,222,561	1,618,665	1,004,644	1,606,763	1,434,779	(171,984)	-12%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	-	-	-	-	138,362	138,362	100%
Overtime - 402	-	-	-	-	-	-	0%
Employee Benefits - 410	-	-	-	-	56,575	56,575	100%
Total Personnel	-	-	-	-	194,937	194,937	100%
Services and Supplies							
Professional & Administrative Services - 42	716,266	762,926	808,849	1,174,699	1,017,059	(157,639)	-15%
Other Operating Expenses - 43	221,846	250,896	113,317	149,966	168,618	18,652	11%
Total Services and Supplies	938,111	1,013,822	922,166	1,324,665	1,185,677	(138,988)	-12%
Capital Outlay							
Asset Acquisition/Improvement - 47*	217,868	576,293	57,465	228,984	196,952	(32,032)	-16%
Total Capital Outlay	217,868	576,293	57,465	228,984	196,952	(32,032)	-16%
Debt Service							
Debt Principal - 48101	108,731	111,927	-	-	-	-	0%
Debt Interest - 48102	13,017	7,261	-	-	-	-	0%
Total Debt Service	121,748	119,188	-	-	-	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	-	-	-	-	(204,638)	(204,638)	100%
Administrative Debits - 46122	22,726	35,577	30,328	42,921	52,149	9,228	18%
General Liability - 46201	-	-	-	-	9,722	9,722	100%
Information Systems (IS) Charges - 46124	(1,222,561)	(1,618,665)	(1,002,283)	(1,596,763)	(1,434,779)	161,984	-11%
Total Indirect Cost Allocations	(1,199,835)	(1,583,088)	(971,955)	(1,553,842)	(1,577,546)	(23,704)	2%
Total	77,892	126,215	7,676	(193)	21	214	0%
EXPENDITURES BY PROGRAM							
Information Systems - 118	1,100,813	1,625,692	1,009,958	1,596,763	1,434,779	(161,984)	-11%
Total	1,100,813	1,625,692	1,009,958	1,596,763	1,434,779	(161,984)	-11%

*See CIP

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 638,055	\$ 421,400
ClientFirst Trackit Support	\$ 75,000		
Cybersecurity Assessment/upgrades	15,000		
Digitizing Records Citywide	102,000		
Ewaste Disposal	2,400		
Misc. IT Consulting/projects/assessment (carryover)	50,000		
Network Infrastructure/upgrades	60,000		
Precision IT Managed Services	102,000		
Website Improvements and Custome Integration	15,000		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Manager

42105 Network Maintenance \$ 77,951 \$ 113,548

Network servers and hardware maintenance, including professional callouts.

AWS hosting for Smart Geotech	\$ 1,910
Data backup protection for City Hall servers	24,190
Data backup protection for Public Safety servers	21,890
Firewall Maintenance for Public Safety	1,967
Ran Cal-ID Contra Costa County	34,650
SaaS Cloud Backup	5,400
Sophos Firewall Annual Maintenance & Support CH	4,560
Sophos Endpoint Protection for workstations and servers	12,721
Website Annual Hosting	4,560
Wi-Fi Service	1,700

42106 Software Maintenance \$ 260,186 \$ 271,472

Applicant Tracking System (NeoGov)	6,000
ArcGIS	5,000
Axon Cloud Storage for PD body cameras	16,391
BlueBeam Annual Maintenance	1,820
Comms Video Editing Software	2,085
CrimeView desktop support	3,277
Critical Reach maintenance	545
ESRI- Ainfo, Aedito, Aview maintenance	21,855
FileOnQ Support & maintenance	4,476
GreenHalo (Waste Tracking)	2,100
Laserfiche Annual Maintenance/License	16,148
OCV LLC Mobile Application	9,990
Onboarding System License (NeoGov)	6,000
OpenGov	16,000
PD Computer Mgmt. Software	2,403
Public Records Management (GovQA)	6,180
Public Input Engagement Software	15,575
RecDesk Software	5,562
RS Means Data	2,040
Selectron Software Annual	12,000
Trackit Software Annual	42,800
Tyler Incode License & Maintenance	68,000
Versatile Express & Retention Support (Zasio)	4,505
Zoll Fire RMS Support (Station 73)	720

42107 Equipment Maintenance \$ 48,252 \$ 33,121

Copier Lease and Maintenance (Xerox)	\$ 30,000
Mailing System Meter Lease (Pitney Bowes)	2,060
Printer Repair Service	1,061

42203 Shipping and Mailing \$ 18,110 \$ 18,110

Citywide Postage & Shipping	\$ 16,000
Postage Equipment	2,110

42510 Software Purchase & Subscriptions \$ 132,145 \$ 159,409

Adobe Acrobat	\$ 10,148
Agenda Management Software	19,491
Canva Teams Subscription	1,500
Copware Site License	300
Docusign Subscription	26,000
IT Helpdesk Software	3,900
IT Opts Management Software	12,000
Livescan maintenance	10,609
ManageEngine MDM (PD)	2,245
Microsoft Visio	3,280
Mobile Devise management	3,000
Office 365 G3 License (140 Licenses)	43,200
PD background checks (TLO, Transunion)	1,400
Pinole Municode	500
Realquest maintenance	9,000
Social Media Archiving/mgmt solution	5,000
YouTube Premier subscriptions	336
Zoom Licenses (21 users, 4 webinar)	7,500

Total Professional/Administrative Services \$ 1,017,059

43101 Communications \$ 149,966 \$ 168,618

AT&T voice service	\$ 25,300
Global Wireless Communications	1,400
Tiny Tots solar	618
Verizon cell service	71,400
VOIP Telecom Service	33,000
43105 Cable	2,500
43106 Citywide Internet Services	24,800
43106 Internet service for the Corp Yard	77 9,600

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Manager

47102 Computer Equipment		\$ 228,984	\$ 196,952
Conference Room/Lobby Monitors and Computeres	\$ 11,452		
Emergency Power to City Hall, UPS refresh	47,000		
Livescan Machine Replacement	6,000		
Refresh EOC System	25,000		
Replace 43 workstations	107,500		

INFORMATION SYSTEMS CHARGES FOR COMMUNICATION & TECHNOLOGY

46124 IS Charges for Communication & Technology		\$ (1,596,763)	\$ (1,434,779)
Finance [100-115]	\$ (9,033)		
General Government [100-117]	(364,263)		
Police Services [100-222]	(373,051)		
Police Dispatch [100-223]	(66,790)		
Fire [100-231]	(4,021)		
Public Works [100-341]	(151,887)		
Code Enforcement [100-465]	(5,116)		
Community Services [209-551]	(93,637)		
Planning [212-461]	(5,116)		
Development Services [212-462]	(208,694)		
Sewer WPCP [500-641]	(67,734)		
Sewer Collection (CY) [500-642]	(48,768)		
PCTV [505-119]	(36,667)		

PINOLE COMMUNITY TELEVISION

The PINOLE COMMUNITY TELEVISION is a division of the City Manager's Office. PCTV is comprised of the following subdivisions:

- Administration and Programs: and
- Public Broadcasting

Mission

The mission of Pinole Community Television (PCTV) is to enhance civic engagement, government transparency, and community storytelling through accessible media resources. We provide high-quality video production, broadcasting, and digital media services to support the City of Pinole, local agencies, and community organizations in sharing important information, public meetings, and local stories. Through hands-on training and production opportunities, PCTV empowers community members to stay informed, engage in local government, and contribute to a vibrant, connected community.

Major Services and Functions

PCTV operates the City's public, educational, and governmental (PEG) cable television program, which involves broadcasting the City's public meetings and recording, producing, and broadcasting a limited number of significant community events on the local television channels dedicated by City's franchise cable television providers: Comcast (channels 26 and 28) and AT&T Uverse (channel 99 submenu Pinole Community TV).

Through PEG, PCTV broadcasts content to the community on its dedicated local cable channels, and via live stream on the City website, mobile app, and internet streaming channels: Roku, Amazon Fire, and Apple TV. The division supports the community by broadcasting content that is accessible, independent from political and commercial influence, and distinctively local. PCTV holds a key role in broadcasting important public safety information, and in the event of an emergency, through our regional broadcast systems.

PCTV provides high quality audio, visual, and production services to City departments. PCTV is responsible for the operation, maintenance and storage of the portable movie screen that is used for movies in the park events. PCTV frequently works with the City Manager department on communications-related services and projects.

PCTV has service agreements with other public agencies (El Cerrito, Westcat) to record, produce, and broadcast those agencies' public meetings. In addition, the division also provides recording and production services to private parties on a fee for service basis.

As part of a renewed department strategy, PCTV is evolving into a dynamic hub for local media, civic engagement, and community connection. Expanding beyond traditional

government broadcasts, PCTV will provide a diverse range of services, including local news coverage, community-driven content, and public access programming. By integrating professional video production, digital media resources, and workforce development opportunities, PCTV will support local businesses, organizations, and residents in sharing their stories and staying informed.

The department generates revenue primarily through internal billing of services provided to City departments, franchise fees, contract service fees, and donations. PCTV is in the process of identifying additional sources of revenue, such as equipment rentals, sponsorships, grant funding and partnerships.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- PCTV staff continues to maintain operations.
- Completed a community needs assessment (PCTV Survey); gathered feedback from over 170 participants to identify broadcast, programming, community media, production (and other) services and programs desired by the community.
- Initiated the development of a PCTV Strategy using in-house staff.
- Successfully implemented Master Control Automation system and Closed Captioning.
- Successfully developed the Pinole Community TV application, with streaming available on Roku, Amazon Fire, and Apple TV.
- Continues to provide quality drone photo and video documentation of Pinole.
- Completed the conversion of the Pinole Council Chambers to High-Definition (HD) quality.
- Completed another full year of The Beat of Pinole a Mayoral update broadcast and continued production of monthly episodes.
- Managed the resources to facilitate the Movies in the Park.
- Completed E-waste disposal of obsolete tools.
- Covered and broadcasted the Fourth of July Celebration, National Night Out, Tree Lighting ceremony, The Pinole Classic Car Show, Pride & Juneteenth Celebration.
- Reviewed and updated hourly rates and fees. Established a fee list for equipment rentals and services.

Strategic Plan Strategies

- Continues to support and enhance the Communication and Engagement Plan.

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Maintain PCTV's on air status and coverage of Pinole Government meetings.
- Hire and train cable technicians.
- Continue to replace obsolete equipment and dispose of e-waste
- Complete the PCTV Strategy to define mission, activities, staffing, equipment, and fee structure.
- Ensure accessibility compliance for both cable and web streaming content.

Strategic Plan Strategies

- Provide media (photography and videography) services to the City of Pinole to enhance communications.

Significant Special Projects for FY 2026/27 through FY 2029/30

- Begin implementation of the PCTV Strategy, which will include:
 - Community-focused service delivery model
 - Sponsorship Program
 - Volunteer and Internship Programs
 - Fiscally sustainable programs and funding
 - Improved access to community media and local government
- Facilitate the projector/screen replacement and camera in the council chambers.

Major Changes in FY 2025/26 Budget

The exponential need to replace costly equipment that has far outlived its useful life expectancy prompted PCTV to create the FY 2024/25 budget by sourcing unused PEG funds that date back to 2016. PEG funds are either franchise equipment funds or PEG fees that were not expended for PEG uses in prior years, but are designated to be used specifically for Public, Educational, or Governmental access related expenses.

Last year, PCTV created a three-year equipment plan to fund the conversion to HD and replace items that have outlived their useful life expectancy. The plan includes the upgrading of the display wall or projector screen to a video display wall system, replacement of the Character Generators (graphics for live coverage, meetings), wireless audio systems for the Chambers, updated assisted listening systems meeting the ADA requirements, editing tools, a variety of HD components, and more. The plan also includes enhancements to mobile production equipment that will improve coverage of City and community events and allow for ease of use for public access in alignment with the PCTV Strategy.

PCTV has reconciled revenue entries to reflect the current client base which has resulted in decreased revenue projections for FY 2024/25. PCTV has developed a service agreement template that can be used for fee-for-service requests that will allow for greater flexibility for future clients. PCTV is also working to add value to its existing services by

expanding viewership to internet streaming channels (such as Apple TV) and by providing high-definition and high-quality video production with newer equipment.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Cable Access Coordinator	1.00	1.00	1.00	1.00	1.00
Cable Access Technician	1.00	1.00	1.00	1.00	1.00
Cable Equipment Operators, PT/Temp	0.75	0.75	0.75	0.75	0.75
Total	2.75	2.75	2.75	2.75	2.75

CABLE ACCESS TV

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
Cable Access Television Fund - 505	502,606	555,518	426,746	748,883	647,621	(101,262)	-16%
Total	502,606	555,518	426,746	748,883	647,621	(101,262)	-16%

EXPENDITURES BY CATEGORY

Personnel

Salaries & Wages -401	225,354	233,840	159,396	248,443	247,964	(479)	0%
Overtime - 402	1,218	1,255	1,345	4,044	4,044	-	0%
Employee Benefits - 410	172,981	184,493	161,792	228,044	239,500	11,456	5%
Total Personnel	399,553	419,589	322,533	480,531	491,508	10,977	2%

Services and Supplies

Professional & Administrative Services - 42	10,052	4,724	1,855	27,170	34,984	7,813	22%
Other Operating Expenses - 43	6,995	6,727	9,657	6,818	6,818	-	0%
Materials & Supplies - 44	128	-	-	350	350	-	0%
Total Services and Supplies	17,174	11,451	11,512	34,338	42,151	7,813	19%

Capital Outlay

Asset Acquisition/Improvement - 47	14,063	2,075	53,137	151,425	49,355	(102,070)	-207%
Total Capital Outlay	14,063	2,075	53,137	151,425	49,355	(102,070)	-207%

Indirect Cost Allocations

Admin Credits - 46121	(145,623)	(157,411)	-	-	-	-	0%
Admin Debits - 46122	167,113	176,869	-	-	10,232	10,232	100%
IS Charges - 46124	35,051	84,680	21,472	65,903	36,667	(29,236)	-80%
Legal Charges - 46126	784	-	-	-	-	-	0%
General Liability Insurance -46201	14,492	18,266	18,091	16,686	17,708	1,022	6%
Total Indirect Cost Allocations	71,816	122,404	39,563	82,589	64,607	(17,982)	-28%

Total

502,606	555,518	426,746	748,883	647,621	(101,262)	-16%
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EXPENDITURES BY PROGRAM

Cable Access Television	502,606	555,518	426,746	748,883	647,621	(101,262)	-16%
Total	502,606	555,518	426,746	748,883	647,621	(101,262)	-16%

[1] PEG funded

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-City Manager

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 12,000	\$ 12,000
Marketing Strategies and Development	\$ 12,000		
42106 Software Maintenance		\$ 1,805	\$ 5,940
Telvue subscription	\$ 5,940		
42107 Equipment Maintenance		\$ 3,516	\$ 3,516
Equipment repair	\$ 422		
Equipment repair parts	2,813		
Loaner equipment	281		
42108 Maintenance Structure/Imp		\$ 2,721	\$ 2,721
Cleaning supplies	\$ 500		
Elevator maintenance	1,200		
HVAC maintenance	800		
Pest control	221		
42201 Office Expense		\$ 400	\$ 520
4230X Travel and Training		\$ 3,923	\$ 906
Alliance for Community Media Convention	\$ -		
NAB Convention for two employees	-		
Other Travel and Training	906		
42514 Special Department Expense		\$ 2,805	\$ 9,380
Closed Captioning	\$ 3,575		
Misc. specialized supplies	1,191		
Other special department expenses	4,014		
Uniforms/PCTV branded shirts/hats	600		
Total Professional/Administrative Services		\$	34,984
4310X Utilities		\$ 5,517	\$ 5,517
43103 Gas and Electric	\$ 5,002		
43102 Water	515		
43201 Property Taxes		\$ 1,301	\$ 1,301
	\$ 1,301		
44301 Fuel		\$ 350	\$ 350
47101 Equipment		\$149,420	\$ 47,350
8K Control room switcher	\$ 12,000		
AI Editing Tools	900		
DSLR Still Camera/video	4,000		
Hand-held Field Cameras (SD Card)	1,000		
Hand-held Ozmo Camera w/clip on mic	1,000		
Monitors Upgrade and Multiview Processor	950		
Multi-camera Flay Pack	10,000		
Podium with Built-in Speakers and Mic	1,000		
Professional PA Equipment	11,000		
Streaming Encoder for Mobile Broadcast	4,500		
Waveform Monitor/Conversion software	1,000		
47103 Furniture		\$2,005	\$ 2,005
Office desk chairs	\$ 605		
Studio furniture	1,400		

CITY ATTORNEY

Mission

The mission of the City Attorney is to provide quality, comprehensive legal representation to the City of Pinole.

Major Services and Functions

The City Attorney is the Chief Legal Officer for the City. The City Attorney provides legal advice to the City Council, City officials, and staff. The City Attorney prepares and reviews ordinances, resolutions, and contracts for City Council consideration, and represents the City in legal actions, both affirmative claims and defense of claims brought against the City. The City Attorney also serves as general counsel for the Successor Agency for the Redevelopment Agency. The City Attorney plays a key role in risk management for the City of Pinole advising on legal compliance and best practices to limit liability for the City. The City Attorney prepares legal opinions at the request of the City Council and staff as needed and advises on all legal issues related to the City. The City Attorney is a strategic advisor to the City Council and staff assisting in the implementation and execution of the City's goals and objectives.

FY 2024/25 Key Accomplishments

- Advised the City on legal process, special legislation and requirements for sales tax ballot measure and successful passage and implementation of Measure I.
- Assisted in preparation of ordinances, Zoning Code updates and resolutions to implement requirements for City Housing Element.
- Provided legal assistance and advice in labor negotiations, grievances, employment, benefits, and HR related issues, and onboarding of new City Manager.
- Managed and coordinated City defense, and affirmative litigation, to advance claims resolution, settlement and final judgment.
- Provide legal advice and representation to the City on development projects including multi-family housing developments, Pinole Shores II, and the sale of former RDA properties.
- Advised City on code enforcement actions and abatement warrants.
- Provide training on ethics, conflicts of interest and election related issues to the City Council, Commissioners, and staff.

FY 2025/26 Special Projects

- Assist with the negotiation of solid waste Franchise Agreement and related Prop 218 approval process.
- Advise City Manager and City Council on options for City revenue measures.

- Provide legal assistance and advice in labor negotiations, grievances, employment, benefits, and HR related issues, as well as liability avoidance management practices.
- Provide legal advice and representation to the City on development projects including multi-family housing developments, Pinole Shores II, and the sale of former RDA properties.
- Advise City on code enforcement processes and procedures.
- Provide training on ethics, conflicts of interest and election related issues to the City Council, Commissioners, and staff

Significant Special Projects for FY 2026/27 through FY 2029/30

- Continue to update the Pinole Municipal Code to comply with evolving legal requirements, best practices, and City Council directives.
- Provided advice and counsel regarding compliance with new State laws to facilitate the development of housing, and assist the City with completion of the updated Housing Element.

Major Changes in FY 2025/26 Budget

Anticipating the amount of legal services needed by the City in any given year is difficult. The rates for City Attorney legal services are as set forth in the contract approved by the City Council on March 5, 2024. Some legal costs incurred by the City are reimbursed to the General Fund and are not reflected in the proposed budget. Those include, but are not limited to, code enforcement, development projects and property dispositions, and successful defense of claims that have prevailing party attorney fee provisions. These reimbursements will help offset the actual cost of legal services for the City.

Position Summary

No personnel are directly assigned to this department. Legal services are provided to the City by a private law firm on a contract basis.

CITY ATTORNEY BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	330,354	229,817	309,335	297,031	305,965	8,934	3%
Total	330,354	229,817	309,335	297,031	305,965	8,934	3%

EXPENDITURES BY CATEGORY

Legal Services

Attorney Services - 42102	899,583	662,442	401,959	581,131	598,565	17,434	3%
Total Legal Services	899,583	662,442	401,959	581,131	598,565	17,434	3%

Indirect Cost Allocations

Administrative Credits - 46121	(569,229)	(432,626)	(92,623)	(284,100)	(292,600)	(8,500)	3%
Total Indirect Cost Allocations	(569,229)	(432,626)	(92,623)	(284,100)	(292,600)	(8,500)	3%

Total

330,354	229,817	309,335	297,031	305,965	8,934	3%
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EXPENDITURES BY PROGRAM

City Attorney - 114	330,354	229,817	309,335	297,031	305,965	8,934	3%
Total	330,354	229,817	309,335	297,031	305,965	8,934	3%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42102 Attorney Services - General Fund	\$ 581,131	\$ 598,565
General legal services for FY 2025/26	\$598,565	

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CITY CLERK

Mission

The City Clerk's mission is to fulfill the role as elections official, legislative administrator, and records manager for the City in an efficient, professional, and friendly manner; to provide outstanding support to the Council throughout the legislative process; and to serve the citizens of Pinole as an accessible and responsive representative of transparent and open government.

Major Services and Functions

The City Clerk is an appointed officer by the City Council and is responsible for preparing agenda packets, producing the official records of Council decisions, maximizing public access to municipal government, ensuring transparency to the public, and is the official custodian of the records of the City. The City Clerk serves as the Elections Official of the City and conducts all City elections; acts as a Compliance Officer for federal, state, and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. Some specific functions of the City Clerk's office include the following:

- Provide accurate and timely minutes for the City Council and Finance Subcommittee
- City Council and Finance Sub-Committee agenda packet management
- Serve as Elections Official and conduct all City elections in compliance with the CA Elections Code
- Coordinate Citywide Records Management Program and conduct semi-annual audit
- Streamline the paperless filing and electronic submission of Form 700 for FPPC filers
- Administration of the City's Public Records Act Program
- Codification of Pinole municipal code
- Provide excellent customer service to members of the community & staff

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Implemented a new agenda management and streaming platform for public meetings
- Implemented a new Commissioner Appreciation event
- Conducted recruitment process for various City advisory commissions
- Maintained the City Council legislative record including processing of 99 resolutions, 6 ordinances and 59 proclamations
- Improved tracking procedures for contract routing, claims, and other legal notices

- Oversaw and facilitated response to city-wide public records requests
- Partnered with the American Red Cross to host a staff and community blood drive
- Improved application procedures for Boards and Commissions by implementing an online application process that would also retain and track volunteer interest for future recruitments

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Implement online filing system for financial disclosure forms required by the FPPC (Campaign and Code-Designated Filers)
- Improve recruitment tools for Boards & Commissions
- Revamp the Citywide Records Management program
- Create training program for Commission staff liaisons
- Implement new City-wide Retention Schedule and work with all departments to improve records practices
- Update City Clerk Department administrative policies and procedures

Significant Special Projects for FY 2026/27 through FY 2029/30

- Improve City-wide Records Management Program by working with departments to assess needs, digitize records, and improve retention and destruction practices

Major Changes in FY 2025/26 Budget

The City Clerk budget for FY 2024/25 does not include any significant changes relative to the FY 2023/24 budget.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.48	1.00	1.00	1.00	1.00
Total	2.48	3.00	3.00	3.00	3.00

CITY CLERK BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	511,112	615,496	567,190	731,224	731,395	171	0%
Total	511,112	615,496	567,190	731,224	731,395	171	0%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	334,435	388,219	303,719	403,272	409,363	6,091	1%
Employee Benefits- 410	115,140	174,302	158,771	192,621	209,258	16,637	8%
Total Personnel	449,575	562,521	462,490	595,893	618,621	22,728	4%
Services and Supplies							
Professional & Administrative Services -	67,200	45,736	74,815	107,080	82,060	(25,020)	-30%
Other Operating Expenses - 43	2,052	2,415	1,511	1,600	1,950	350	18%
Total Services and Supplies	69,252	48,151	76,326	108,680	84,010	(24,670)	-29%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	15,627	-	-	-	-	0%
Total Capital Outlay	-	15,627	-	-	-	-	0%
Indirect Cost Allocations							
Admin Credits - 46121	(37,095)	(40,999)	-	-	-	-	0%
Admin Debits - 46122	7,707	-	-	-	-	-	0%
General Liability Insurance - 46201	21,672	30,194	28,375	26,651	28,764	2,113	7%
Total Internal Cost Allocations	(7,716)	(10,804)	28,375	26,651	28,764	2,113	7%
Total	511,112	615,496	567,190	731,224	731,395	171	0%
EXPENDITURES BY PROGRAM							
City Clerk - 112	511,112	615,496	567,190	731,224	731,395	171	0%
Total	511,112	615,496	567,190	731,224	731,395	171	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services	\$	55,300	\$ 40,350
Citywide historical records project support	\$ 11,300		
Meeting minutes transcription	20,000		
Netfile- Campaign Filing & Commission Support	7,050		
Pinole Municipal Code codification and update	2,000		
42201 Office Expense	\$	1,600	\$ 1,600
Misc. office expenses & proclamations and certificates	\$1,600		
4230X Travel and Training	\$	6,365	\$ 10,225
CCAC Annual Conference (2)	\$ 1,050		
City Clerk's New Law/Election Seminar/Misc. Training (2)	2,400		
IIMC Annual Conference	675		
Regional Trainings (CCAC) (4)	-		
Technical Training for Clerks	-		
42302 Travel expense/Mileage	5,500		
42303 Meal allowance	600		
42401 Memberships	\$	1,210	\$ 1,210
CCAC Dues (2)	\$ 520		
IIMC Member Dues (2)	540		
MMANC Member dues (2)	150		
42506 Bonds	\$	175	\$ 175
42514 Special Department Expense	\$	42,430	\$ 28,500
Boards & Commissions Recognition Event	\$ 3,500		
Election	22,500		
Public Notices	2,500		
Total Professional/Administrative Services			\$ 82,060
4310X Utilities	\$	1,600	\$ 1,950
Gas/Electric	\$ 1,800		
Water	150		

FINANCE

Mission

The mission of the Finance Department is responsible for the overall financial management of the City. The Department's core function is to secure the financial position by providing the City Council, City Management, staff, and the public with financial information necessary to ensure sound financial decisions and to ensure appropriate procedures to protect the City's financial assets. This is accomplished through timely and effective preparation of the Annual Comprehensive Financial Report, Budget, quarterly financial and investment reports, and adequate financial controls.

Major Services and Functions

The Finance Department is responsible for accounting operations including accounts payable, accounts receivable, payroll processing, and audits; budget management and long-range financial planning; purchasing; treasury management; debt and bond administration; and business license administration.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Adopted annual budget by June 30th
- Coordinated formal dissolution of the Successor Agency
- Received California Society of Municipal Finance Officers Budget Excellence Award
- Received Government Finance Officers Association Excellence in Financial Reporting Award
- Received an unqualified opinion for annual financial statements
- Implemented a more robust quarterly financial report which now includes more data

Strategic Plan Strategies

- Assisted with identifying, analyzing, and advancing revenue generating opportunities, including a potential revenue ballot measure for the November 2024 election

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Establish a comprehensive accounting manual as a desktop reference for staff

- Enhance financial transparency by publishing high-level financial data on the City's website
- Implement automated accounts payable system to pay vendors electronically and reduce/eliminate paper checks

Strategic Plan Strategies

- Assist with developing an approach to funding infrastructure maintenance and improvements

Other Council-Directed Special Projects

- Provide strategic support to other City departments in the advancement of Council-directed special projects

Significant Special Projects for FY 2026/27 through FY 2029/30

- Continue developing long-term strategic financial planning
- Develop a participatory budget process

Major Changes in FY 2025/26 Budget

The only notable change to the Finance department budget for FY 2025/26 is the Administrative Assistant will be fully assigned to Finance, bringing the total FTE from 3.75 to 4.00.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Finance Director	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accounting Specialist	1.00	1.00	1.00	1.00	1.00
Accounting Technician, <i>PT</i>	0.48	0.48	0.00	0.00	0.00
Administrative Assistant	0.00	0.00	0.75	0.75	1.00
Total	3.48	3.48	3.75	3.75	4.00

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Finance

FINANCE BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	657,774	956,068	795,239	969,217	1,019,794	50,578	5%
Measure S 2006 - 105	1,534	377	60	2,450	2,450	-	0%
Measure S 2014 - 106	2,434	977	960	2,450	2,450	-	0%
Pension Fund - 700	78,164	75,241	53,919	50,000	65,000	15,000	23%
Total	739,907	1,032,662	850,178	1,024,117	1,089,694	65,578	6%

EXPENDITURES BY CATEGORY

Personnel

Salaries & Wages - 401	424,010	465,866	376,367	496,333	593,278	96,945	16%
Overtime - 402	10	1,062	-	2,707	2,500	(207)	-8%
Employee Benefits - 410	178,355	189,256	174,032	168,717	345,337	176,620	51%
Total Personnel	602,374	656,184	550,399	667,757	941,115	273,358	29%

Services and Supplies

Professional & Administrative Services - 42	241,632	343,209	256,574	265,695	222,645	(43,050)	-19%
Other Operating Expenses - 43	5,179	6,091	3,817	4,800	5,500	700	13%
Total Services and Supplies	246,812	349,300	260,391	270,495	228,145	(42,350)	-19%

Capital Outlay

Asset Acquisition/Improvement - 47	562	487	-	-	-	-	0%
Total Capital Outlay	562	487	-	-	-	-	0%

Indirect Cost Allocations

Admin Credits - 46121	(165,041)	(180,003)	(99,855)	(123,592)	(139,450)	(15,858)	11%
Admin Debits - 46122	7,707	126,931	87,597	154,785	-	(154,785)	-100%
Information Systems (IS) Charges - 46124	11,630	30,764	14,697	12,643	9,033	(3,609)	-40%
Legal Charges - 46126	9,309	12,854	2,389	10,000	10,000	-	0%
Insurance General Liability - 46201	26,554	36,144	34,560	32,029	40,851	8,822	22%
Total Indirect Cost Allocations	(109,841)	26,691	39,387	85,865	(79,566)	(165,430)	208%

Total

739,907	1,032,662	850,178	1,024,117	1,089,694	65,578	6%
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EXPENDITURES BY PROGRAM

Finance - 115	739,907	1,032,662	850,178	1,024,117	1,089,694	65,578	6%
Total	739,907	1,032,662	850,178	1,024,117	1,089,694	65,578	6%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 162,505	\$ 105,505
Auditing services	\$ 42,000		
Brinks Armored Car service	2,800		
CA Municipal Statistics (ACFR schedule)	500		
Fee Study and Cost Allocation Plan	20,000		
GASB 68 PERS Reports	1,750		
Grant Research/Writing/Admin Svcs	16,000		
HDL Property Tax Analysis	9,350		
HDL Sales Tax Analysis	5,600		
OPEB Valuation Report	2,000		
Preparation of State Controller's reports	5,505		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Finance

42201 Office Expense	\$	7,580	\$	7,580
Check stock	\$	2,200		
Miscellaneous office expenses		2,500		
Printing services		1,680		
Year-end tax forms		1,200		
42203 Shipping & Mailing	\$	5,000	\$	5,000
Mass mailing	\$	5,000		
4230x Travel and Training	\$	2,100	\$	1,050
Staff training	\$	1,050		
		-		
42401 Memberships	\$	710	\$	710
CMTA dues	\$	95		
CSMFO dues		225		
GFOA dues		190		
ICMA dues		200		
42501 Bank Fees	\$	20,000	\$	20,000
Mechanics Bank and Bank of the West fees	\$	20,000		
42506 Admin Exp/Bonds	\$	250	\$	250
Bonds	\$	250		
42510 Software Subscription	\$	11,995	\$	11,995
GovInvest labor module	\$	10,000		
Long-range forecasting software		1,995		
42514 Special Department Expense	\$	655	\$	655
GFOA ACFR review and certification	\$	505		
CSMFO budget review and award		150		
Total Professional/Administrative Services				\$ 152,745
4310X Utilities	\$	4,800	\$	5,500
43102 Water	\$	500		
43103 Electricity & Power		5,000		
MEASURE S - 2006 FUND - 105				
42101 Professional Services	\$	2,450	\$	2,450
Measure S Audit (105)	\$	1,200		
Sales Tax Analysis		1,250		
MEASURE S - 2014 FUND - 106				
42101 Professional Services	\$	2,450	\$	2,450
Measure S Audit (106)	\$	1,200		
Sales Tax Analysis		1,250		
PENSION FUND - 700				
42501 Bank Fees	\$	50,000	\$	65,000
Bank fees	\$	65,000		

HUMAN RESOURCES

The Human Resources Department is comprised of the following divisions:

- Human Resources Management; and
- Risk Management

Mission

The mission of the Human Resources Department is to support the City of Pinole by providing comprehensive and timely human resources and risk management services. It has the responsibility for developing and implementing innovative strategies and programs that enhance the work experience for our employees. Its objective is to attract, develop, motivate, and retain the best-qualified employees whose diversity and skills contribute to and sustain the City of Pinole as a quality organization.

Major Services and Functions

- **Human Resources Administration and Risk Management** – Provides support and strategic planning services to employees and departments in the development of organizational objectives; provides interpretation of City and department policies; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services, and meeting goals. Administers the City's risk management programs including general and employment liability and workers' compensation for on-the-job injuries.
- **Labor Relations** – Represents the City Council and City Manager on all labor negotiation and grievance matters with bargaining unit representatives of recognized employee organizations.
- **Employee Relations** – Provides guidance and counseling to employees; initiates, conducts and/or oversees investigations relative to disciplinary actions and complaints for City departments.
- **Recruitment and Selection** – Assists in the administration of the City's Civil Service Merit System; facilitates selection procedures that produce diverse and skilled applicant pools; assures that all recruitment, hiring, placements, transfers, and promotions are made based on individual qualifications for the position.
- **Benefits Administration** – Provides exceptional and affordable employee benefits for retirement, medical, dental, vision, wellness and safety, and employee assistance to attract and retain a qualified and highly skilled workforce.
- **Organizational Training and Development** – Coordinates City-wide training including safety, mandated, educational, and development programs for City staff.
- **Classification and Compensation** – Plans and conducts classification and organization studies; develops classification specifications; designs compensation systems that support and reinforce the City's long-range objectives as well as the culture, climate, and behaviors needed for the organization to be effective.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Conducted approximately 28 recruitments; reviewed over 800 applications.
- Conducted five (5) classification studies.
- Facilitated the executive search recruitment efforts and onboarding for the City Manager, Police Chief, and Public Works Director.
- Facilitated six (6) workplace investigations.
- Initiated labor negotiations for successor memorandums of understanding for three bargaining units.
- Implemented an online total compensation survey platform in preparation for labor negotiations.
- Implemented an online new employee orientation/onboarding platform.
- Surveyed employee benefits satisfaction levels and implemented effective modifications.
- Implemented an employee safety committee.
- Developed departmental procedures for the City's Family Medical Leave Policy.
- Developed a Customer Service Philosophy and Standards Administrative Policy.
- Developed a Mandated Reporter Administrative Policy.
- Developed a Proper Utilization of Independent Contractors Administrative Policy.
- Developed a Citizen's Request, Concern, and Compliment Procedures Administrative Policy.
- Developed Catastrophic Leave Administrative Policy.
- Developed Tuition Reimbursement Procedure Administrative Policy.
- Developed a Workplace Violence Prevention Plan/Policy.
- Planned, coordinated, and facilitated de-escalation training for all staff.
- Planned, coordinated, and facilitated customer service training for all staff.
- Planned, coordinated, and facilitated numerous events for the City's Public Service Employee Recognition Week.
- Restructured/enhanced employee vision benefit levels and negotiated a 13% premium cost savings.
- Migrated employee dental, vision, and life insurance plans and COBRA administration to PRISM JPA.

Strategic Plan Strategies

- Initiated implementation of the City's Employee Talent Management Plan in accordance with the City's Strategic Plan 2020 – 2025.

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Implement successor memorandums of understand for three bargaining units and one unrepresented employee group.
- Digitize all personnel, benefits, workers' compensation files.
- Develop a supervisory academy in partnership with other cities in West County.
- Implement "stay" interviews with annual performance evaluation process.
- Establish a succession planning/mentoring process.
- Examine performance appraisal framework and goal planning for professional development.
- Implement outreach effort to increase employee knowledge of benefit offerings and value.
- Develop safety emergency action plans for identified workplace risks.
- Review OPEB obligations and alternatives to support the City's fiscal sustainability.
- Continue to perform a comprehensive review and updating of key City personnel rules and policies to ensure compliance with MOU provisions, state and federal legislation, and conduct meet and confer sessions with the employee bargaining units as required.

Strategic Plan Strategies

- Implement the recommendations of the Communication and Engagement Plan relative to employees.

Significant Special Projects for FY 2026/27 through FY 2029/30

- Human Resources will implement the Employee Talent Management Plan to attract and retain high-quality employees and develop their skills.
- In partnership with the City Manager's Office, Human Resources will develop and implement a Cultural and Leadership Initiative.

Major Changes in FY 2025/26 Budget

The Human Resources Department budget for FY 2025/26 does not include any significant changes relative to the FY 2024/25 budget.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Human Resources Director	1.00	1.00	1.00	1.00	1.00
Human Resources Analyst	0.00	1.00	1.00	1.00	1.00
Human Resources Technician	0.00	1.00	1.00	1.00	0.00
Human Resources Specialist	1.00	0.00	0.00	0.00	1.00
Administrative Assistant	0.00	0.00	0.05	0.05	0.00
Total	2.00	3.00	3.05	3.05	3.00

The Human Resources Technician was reclassified to Human Resources Specialist and Administrative Assistant was moved to 100% in the Finance Department, both effective with the FY2024/25 mid-year budget adjustments.

HUMAN RESOURCES BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	749,748	831,985	709,625	925,991	959,590	33,599	4%
Total	749,748	831,985	709,625	925,991	959,590	33,599	4%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	343,897	434,041	338,838	459,952	468,716	8,764	2%
Overtime - 402	-	552	527	604	500	(104)	-21%
Employee Benefits - 410	155,311	210,646	189,398	181,114	268,676	87,562	33%
Total Personnel	499,208	645,239	528,764	641,670	737,892	96,222	13%
Services and Supplies							
Professional & Administrative Services - 42	189,321	169,576	187,231	239,454	194,512	(44,942)	-23%
Other Operating Expenses - 43	1,532	1,800	1,130	1,750	1,750	-	0%
Total Services and Supplies	190,853	171,375	188,361	241,204	196,262	(44,942)	-23%
Capital Outlay							
Asset Acquisition/Improvement - 47	1,153	317	459	-	-	-	0%
Total Capital Outlay	1,153	317	459	-	-	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(11,269)	(61,330)	(53,413)	(67,163)	(77,028)	(9,865)	13%
Administrative Debits - 46122	7,707	8,462	5,840	10,319	-	(10,319)	-100%
Legal Charges - 46126	38,404	32,879	7,864	30,000	30,000	-	0%
General Liability Insurance - 46201	23,692	35,043	31,751	69,961	72,464	2,503	3%
Total Indirect Cost Allocations	58,534	15,055	(7,959)	43,117	25,436	(17,681)	-70%
Total	749,748	831,985	709,625	925,991	959,590	33,599	4%
EXPENDITURES BY PROGRAM							
Human Resources - 116	749,748	831,985	709,625	925,991	959,590	33,599	4%
Total	749,748	831,985	709,625	925,991	959,590	33,599	4%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Human Resources

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 127,327	\$ 96,420
Affordable Care Act Reporting to IRS	\$ 3,000		
Annual Performance Evaluations (CM)	16,000		
Bilingual Evaluation/Testing	1,000		
Contingencies - Employee Benefits	3,000		
Document Shredding	1,000		
Drug Screening/Fit for Duty/DOT Exams	8,240		
Employee Benefits Broker	25,000		
HRA (Retiree Medical) Admin Fees	1,000		
Labor negotiator (IEDA)	26,780		
Pre-employ Backgrounds/Degree & License Verify	2,000		
Random Drug Testing - DOT	6,400		
Section 125 FSA/DCAP & Commuter Admin Fees	3,000		
42102 Attorney Services		\$ 40,000	\$ 10,000
Employment Law Advisement (LCW)	\$ 5,000		
Tax and Employee Benefit Advisement	5,000		
42110 Fingerprinting		\$ 3,000	\$ 3,000
Fingerprinting/DOJ/FBI	\$ 3,000		
42201 Office Expense		\$ 1,000	\$ 1,000
Miscellaneous Office Supplies	\$1,000		
4230X Travel and Training		\$ 23,880	\$ 27,817
Citywide EAP Workshops (2)	\$ 3,000		
Citywide Professional Development (2)	3,000		
Contingencies - Citywide Training (2)	3,000		
Executive Team Development/Retreat	10,000		
HR Staff Professional Development	4,377		
Leadership Academy	2,500		
Mileage: NorCal, MMANC, CalPELRA (2), LCW (4)	1,840		
Meal Allowance: NorCal, MMANC, CalPELRA (2), LCW (4)	100		
42401 Memberships		\$ 700	\$ 700
MMANC	\$ 200		
SHRM	500		
42504 Recruitment Cost		\$ 13,697	\$ 13,500
Recruitment Advertising	\$ 3,000		
Recruitment Exams/Testing	10,500		
42506 Bond		\$ 200	\$ 200
Bond	\$ 200		
42510 Software Purchases		\$ -	\$ 12,000
Compensation Survey & Analysis Software GovInvest	\$ 12,000		
42514 Special Department Expense		\$ 29,650	\$ 29,875
Annual Public Service Employee Appreciation	\$ 4,725		
Condolence Flowers/Donations (20)	3,000		
Employee Polos (110)	6,050		
Employee Wellness/Safety Fair/BBQ	2,300		
MPA Wellness Premium	10,800		
Quarterly Employee Engagement Events (4)	2,000		
Years of Service Plaques	1,000		
Total Professional/Administrative Services			\$ 182,512
4310X Utilities		\$ 1,750	\$ 1,750
43103 Gas/Electric	\$ 1,600		
43102 Water	150		

POLICE

The Police Department is comprised of the following divisions (referred to as “bureaus”):

- Operations; and
- Support Services

Mission

The Pinole Police Department is committed to ensuring a safe community by providing exemplary law enforcement service while engaging our citizens with Honor, Integrity, Professionalism, and Respect.

Major Services and Functions

- Police Operations is responsible for the day-to-day operation of the department.
- Police Support Services provides support and assistance to Operations and the community. It includes front office staff who work with the public daily, Crime Prevention Officers who provide outreach into the community, the collection and processing of evidence, and the maintenance and repair of vehicles and equipment.
- The City operates the West Bay Communications Center (WBCC), which provides police dispatch services for the City of Pinole, Hercules, and San Pablo. The Cities of Hercules and San Pablo are billed for Dispatch Services based on a cost-sharing formula incorporating various usage measurements.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Enhanced Department’s training capacity through development of in-house instructors and leveraging technology to reduce costs for POST required training.
- Implemented a Police Drone (UAS) program to enhance our abilities to provide the community of Pinole with effective and efficient police services.
- Expanded our transparency with the public in the implementation of Citizen RIMS.
- Brought the Community of Pinole innovative and progressive engagement opportunities.
- Continued our Community Outreach efforts with a special Halloween-themed National Night Out event, which was our largest and best attended to date, and Project HOPE-Homeless Intervention.
- Reimplemented the Traffic Officer special assignment.

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Continue to enhance training capacity to meet the industry's best standards.
- Continue retention and recruitment efforts to attract and retain the new generational workforce.
- Seek ways to bolster existing community outreach events and broaden the program with new opportunities. The special Halloween-themed National Night Out event and Project HOPE-Homeless Intervention continue to be stand-out programs to engage with the community,
- Expand the Police Drone program to enhance our abilities to provide the community of Pinole with effective and efficient police services.
- Seek alternate funding to replace end-of-life mobile and portable radios.
- Recommend modifications to Police fees and charges to align with industry standards.
- Prioritize applications for grant funding opportunities to supplement the operating budget for equipment, training, and personnel costs.
- Review and analyze the implementation of law enforcement technologies for efficient and effective operations, including data collection/analysis and crime prevention.

Strategic Plan Strategies

- Create an updated Emergency Operations Plan (EOP)
- Stand up a working Emergency Operations Center (EOC).
- Implement a CERT program.

Significant Special Projects for FY 2026/27 through FY 2029/30

- Focus on organizational wellness programs to improve the quality of life for employees while strengthening the relationship with the community through exemplary law enforcement service.
- Implement police reform measures as required by legislation.
- Further implement Next Gen 911.
- Facility rehabilitation of the Public Safety Building.

Major Changes in FY 2025/26 Budget

There are two notable changes in the FY 2025/26 budget relative to the FY 2024/25 budget:

- The position of Police Services Supervisor was added to provide direct supervision to Dispatch, Records, and Property & Evidence staff.
- Additional funding of \$227,000 over three years to add fleet cameras to all patrol vehicles for increased transparency.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Police Chief	1.00	1.00	1.00	1.00	1.00
Police Commander	2.00	2.00	2.00	2.00	2.00
Police Sergeant	6.00	7.00	7.00	6.00	6.00
Police Officer	19.00	20.00	20.00	19.00	19.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Community Safety Specialist	1.00	1.00	1.00	1.00	1.00
Community Services Officer	2.00	2.00	2.00	2.00	2.00
Crossing Guards, <i>part-time/temporary</i>	0.25	0.25	0.25	0.25	0.25
Dispatcher	11.00	10.00	10.00	10.00	10.00
Lead Dispatcher	1.00	2.00	2.00	2.00	2.00
Police Property Specialist	1.00	1.00	1.00	1.00	1.00
Police Records Specialist	2.00	2.00	2.00	2.00	2.00
Police Services Supervisor	0.00	0.00	0.00	0.00	0.00
Total	47.25	49.25	49.25	47.25	47.25

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

POLICE BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	8,831,280	10,268,023	8,159,353	11,080,490	10,018,426	(1,062,064)	-11%
Measure S 2006 - 105	1,289,148	1,252,499	735,267	1,147,981	845,720	(302,261)	-36%
Measure S 2014 - 106	146,853	141,984	95,333	126,138	127,055	917	1%
Measure I Fund - 107	-	-	-	-	1,752,454	1,752,454	0%
Public Safety Augmentation Fund - 203	187,468	462,287	353,979	546,413	613,388	66,975	11%
Traffic Safety Fund - 205	10,028	13,457	7,936	21,845	22,191	346	2%
Supplemental Law Enforcement Services Fund - 206	127,057	326,357	213,680	294,962	303,281	8,319	3%
Asset Seizure Adjudicated Fund - 225	22,348	19,114	-	20,544	19,268	(1,276)	-7%
Total	10,614,182	12,483,720	9,565,548	13,238,373	13,701,783	463,410	3%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	5,210,349	6,071,251	4,469,237	6,414,661	6,527,960	113,299	2%
Overtime - 402	786,130	607,756	553,811	493,933	501,514	7,581	2%
Employee Benefits - 410	2,772,725	3,644,299	3,039,369	4,242,416	4,512,302	269,886	6%
Total Personnel	8,769,204	10,323,306	8,062,418	11,151,010	11,541,776	390,766	3%
Services and Supplies							
Professional & Administrative Services - 42	533,455	718,499	447,738	654,936	639,094	(15,842)	-2%
Other Operating Expenses - 43	99,283	126,635	86,656	64,250	98,250	34,000	35%
Materials & Supplies - 44	127,374	109,969	36,753	87,000	87,000	-	0%
Total Services and Supplies	760,111	955,103	571,147	806,186	824,344	18,158	2%
Capital Outlay							
Asset Acquisition/Improvement - 47	182,488	298,009	134,498	293,273	323,676	30,403	9%
Total Capital Outlay	182,488	298,009	134,498	293,273	323,676	30,403	9%
Debt Service							
Debt Principal and interest - 48	18,561	20,329	-	-	-	-	0%
Total Debt Service	18,561	20,329	-	-	-	-	0%
Indirect Cost Allocations							
Administrative Credits - 46	(420,019)	(639,879)	(543,470)	(707,172)	(776,147)	(68,975)	9%
Administrative Debits - 46	420,019	639,879	543,470	707,173	845,724	138,551	16%
IS Charges - 46	465,249	398,846	275,598	513,815	439,841	(73,973)	-17%
Legal Charges - 46	33,153	34,225	11,354	20,000	20,000	-	0%
General Liability Insurance - 46	385,416	453,901	510,533	454,089	482,569	28,480	6%
Total Indirect Cost Allocations	883,818	886,972	797,485	987,905	1,011,987	24,083	2%
Total	10,614,182	12,483,720	9,565,548	13,238,373	13,701,783	463,410	3%
EXPENDITURES BY PROGRAM							
Police Operations - 221	6,571,166	8,008,175	6,306,097	8,644,378	9,039,650	(1,357,182)	-15%
Police Support Services -222	1,526,362	1,637,414	1,069,291	1,709,089	1,595,890	(113,199)	-7%
Police West Bay Communications Center - 223	2,379,569	2,498,316	1,968,544	2,568,099	2,740,771	172,672	6%
Police Grants Program - 227	137,086	339,814	221,616	316,807	325,472	8,665	3%
Total	10,614,182	12,483,720	9,565,548	13,238,373	13,701,783	463,410	3%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

**GENERAL FUND - 100
POLICE OPERATIONS - 221**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel						\$ Change	% Change
Salaries & Wages - 401	2,903,644	3,656,396	2,854,239	4,102,472	3,262,208	(840,264)	-26%
Overtime - 402	397,090	374,735	343,259	259,779	255,169	(4,610)	-2%
Employee Benefits - 410	1,375,356	2,060,408	1,927,933	2,620,880	2,471,080	(149,800)	-6%
Total Salary & Benefits	4,676,089	6,091,539	5,125,431	6,983,131	5,988,457	(994,674)	-17%
Services and Supplies							
Professional & Administrative Services - 42	266,383	397,925	259,855	251,032	239,032	(12,000)	-5%
Materials & Supplies - 44	124,942	109,423	36,057	85,500	85,500	-	0%
Total Services and Supplies	391,324	507,349	295,911	336,532	324,532	(12,000)	-4%
Debt Service							
Debit Principal - 48101	13,465	15,662	-	-	-	-	0%
Debt Interest - 48102	5,096	4,667	-	-	-	-	0%
Total Capital Outlay	18,561	20,329	-	-	-	-	0%
Capital Outlay							
Asset Acquisition/Improvement - 47	114,002	(16,844)	10,342	9,240	9,240	-	0%
Total Capital Outlay	114,002	(16,844)	10,342	9,240	9,240	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(420,019)	(639,879)	(543,470)	(707,172)	(776,147)	(68,975)	9%
Legal Charges - 46126	33,153	34,225	11,354	20,000	20,000	-	0%
General Liability Insurance - 46201	221,822	253,798	317,283	287,709	242,738	(44,971)	-19%
Total Indirect Cost Allocations	(165,044)	(351,856)	(214,834)	(399,463)	(513,409)	(113,946)	22%
Total	5,034,933	6,250,517	5,216,851	6,929,440	5,808,820	(1,120,620)	-19%
Asset Seizure-Adjudicated - 225							
Professional & Administrative Services - 42	16,000	19,114	-	20,544	19,268	(1,276)	-7%
Asset Acquisition/Improvement - 47	6,348	-	-	-	-	-	-
Total	22,348	19,114	-	20,544	19,268	(1,276)	-7%
MEASURE S-2006 FUND - 105							
Salaries & Wages - 401	554,300	494,747	269,679	389,195	339,933	(49,262)	-14%
Overtime - 402	70,836	27,754	4,905	100,913	50,977	(49,936)	-98%
Employee Benefits - 410	607,718	665,167	414,516	622,233	423,829	(198,404)	-47%
Professional & Administrative Services - 42	809	14	-	3,250	-	(3,250)	#DIV/0!
General Liability Insurance - 46201	55,484	64,816	46,167	32,390	30,981	(1,409)	-5%
Total Measure S-2006 Fund	1,289,148	1,252,499	735,267	1,147,981	845,720	(302,261)	-36%
MEASURE S-2014 FUND - 106							
Asset Acquisition/Improvement - 47	37,269	23,759	-	-	-	-	0%
Total Measure S-2014 Fund	37,269	23,759	-	-	-	-	0%
MEASURE I FUND 107							
Salaries & Wages - 401	-	-	-	-	964,900	964,900	100%
Overtime - 402	-	-	-	-	5,651	5,651	100%
Employee Benefits - 410	-	-	-	-	714,371	714,371	100%
General Liability Insurance - 46201	-	-	-	-	67,532	67,532	100%
Total Measure I Fund	-	-	-	-	1,752,454	1,752,454	100%
PUBLIC SAFETY AUGMENTATION FUND - 203							
Professional & Administrative Services - 42	-	-	-	20,000	20,000	-	0%
Administrative Debits - 46122	187,468	357,936	303,684	394,580	413,852	19,272	5%
Asset Acquisition/Improvement - 47	-	104,350	50,295	131,833	179,536	47,703	27%
Total Public Safety Fund	187,468	462,287	353,979	546,413	613,388	66,975	11%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 51,712	\$ 54,712
Applicant Processing/Recruiting	\$ 16,000		
EBRCSA Contract - Radios (63)	38,712		
42106 Software Maintenance		\$ 29,945	\$ 29,945
Lexipol Daily Training Bulletins	\$ 4,244		
Starchase GPS	14,976		
The Police One Academy Training	6,000		
Vigilant Solutions Software	4,725		
42107 Equipment Maintenance		\$ 65,100	\$ 65,100
Vehicle Maintenance	\$ 19,000		
Vehicle Repairs	41,000		
Vehicle Washing	5,100		
4230X Travel and Training		\$ 75,800	\$ 60,800
Firearms Range Rental	\$ 10,800		
State of CA -- P.O.S.T.	30,000		
42304 Officer Wellness Training	20,000		
42401 Memberships		\$ 3,175	\$ 3,175
CA Crime Prevention Officers Assn	\$ 120		
CA Peace Officers Assn.	320		
CA Police Chiefs Assn.	800		
County Police Chiefs' Assn.	1,500		
International Assn. of Police Chiefs	200		
National Assn. of Town Watch	35		
Police Executive Research Forum	200		
42514 Special Department Expense		\$ 25,300	\$ 25,300
Ammunition and firearm repair	\$ 9,800		
Crime Scene Processing/Field Testing Supplies	7,300		
Miscellaneous Supplies	8,200		
Total Professional/Administrative Services			\$ 239,032
44301 Fuel		\$ 73,000	\$ 73,000
44410 Safety Clothing		\$ 12,500	\$ 12,500
Part-time employee uniforms	\$ 3,500		
Protective Vests	9,000		
4710X Equipment		\$ 9,240	\$ 9,240
Ballistic Shield (47105)	\$ 2,500		
Patrol Rifle (47105)	1,840		
Tablets and Docking (47106)	4,900		
MEASURE S-2006 FUND - 105			
42514 Special Department Expense		\$ 3,250	\$ -
Gunshot trauma kits	\$ -		
Miscellaneous Supplies	-		
Total Professional/Administrative Services			\$ -
Public Safety Augmentation Fund - 203			
42514 Special Department Expense		\$ 20,000	\$ 20,000
Canine expenses	\$ 20,000		
47101 Equipment		\$ 131,833	\$ 179,536
Axon Body Worn Camera Program	\$ 42,412		
Axon Fleet In-Car Camera System	47,703		
EBRCSA Equipment	20,940		
Radio Encryption Equipment (4,200 carryover)	68,481		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

GENERAL FUND - 100
POLICE SUPPORT SERVICES - 222

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	411,122	485,037	277,203	479,089	465,010	(14,079)	-3%
Overtime - 402	24,748	28,678	22,987	53	-	(53)	-100%
Employee Benefits - 410	214,557	258,254	176,416	285,432	222,640	(62,792)	-28%
Total Salary & Benefits	650,427	771,968	476,605	764,574	687,650	(76,924)	-11%
Services and Supplies							
Professional & Administrative Services - 42	230,179	259,398	167,299	288,315	289,699	1,384	0%
Other Operating Expenses - 43	83,138	105,864	72,442	53,850	82,050	28,200	34%
Materials & Supplies - 44	2,432	546	697	1,500	1,500	-	0%
Total Services and Supplies	315,749	365,808	240,438	343,665	373,249	29,584	8%
Capital Outlay							
Asset Acquisition/Improvement - 47	2,803	2,800	1,528	20,400	2,400	(18,000)	-750%
Total Capital Outlay	2,803	2,800	1,528	20,400	2,400	(18,000)	-750%
Indirect Cost Allocations							
IS Charges - 46124	422,288	342,740	221,020	422,646	373,051	(49,595)	-13%
General Liability Insurance - 46201	25,510	35,874	34,367	31,666	32,485	819	3%
Total Indirect Cost Allocations	447,798	378,613	255,387	454,312	405,536	(48,776)	-12%
Total	1,416,777	1,519,190	973,958	1,582,951	1,468,835	(114,116)	-8%
MEASURE S-2014 FUND - 106							
Salaries & Wages - 401	91,078	95,817	74,878	102,182	102,478	296	0%
Employee Benefits - 410	13,473	15,456	13,650	17,679	17,882	203	1%
General Liability Insurance - 46201	5,033	6,951	6,805	6,277	6,695	418	6%
	109,585	118,225	95,333	126,138	127,055	917	1%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 163,530	\$ 164,914
Children's interview center	\$ 3,500	
Contra Costa County Jail fees	49,600	
County Crime Lab Services	58,000	
Crime Analysis	10,000	
EBCRSA contract - 5 radios	4,264	
Family Justice Center	500	
Miscellaneous Professional Services	4,050	
SART Exams	5,000	
Video Surveillance System	30,000	
42106 Software Maintenance	\$ 16,630	\$ 16,630
CAD/RMS	\$ 8,000	
Scheduling Software	8,630	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

42107 Equipment Maintenance		\$ 7,050	\$ 7,050
Crime prevention vehicle maintenance	\$ 1,000		
Radio Repairs	250		
Vehicle Maintenance	4,000		
Vehicle Repairs	1,500		
Vehicle Washing	300		
42108 Maintenance Structure/Imp		\$ 23,445	\$ 23,445
Bldg. Maintenance	\$ 1,075		
Elevator Service (NEC)	650		
Fire Extinguisher Replacement	380		
HVAC Maintenance (City Mechanical)	1,850		
Janitorial Service (UBS)	17,365		
Janitorial Supplies (UBS)	1,700		
Pest control (Western Exterminator)	425		
42201 Office Expense		\$ 44,520	\$ 44,520
CERT Program Supplies	\$ 20,000		
Community outreach office expenses	5,000		
Copier Supplies	500		
Office Supplies	12,720		
Postage & Equipment (Pitney)	3,000		
Printing Services (Concord)	800		
Printing Services (Eagle)	2,500		
42301 Travel and Training		\$ 10,100	\$ 10,100
Conferences (CALNENA)	\$1,000		
Meetings	500		
Non-POST training	5,600		
POST training	3,000		
42401 Memberships		\$ 420	\$ 420
C.A.P.E.	\$ 45		
California Criminal Justice	75		
CLEARs	50		
IAPE	50		
Nat'l Emergency Number Assn	200		
42501 Bank Fees		\$ 1,000	\$ 1,000
42514 Special Department Expense		\$ 21,620	\$ 21,620
Community outreach promotional items	\$ 5,000		
Crime scene supplies	5,700		
GSR processing	5,335		
Lab supplies, mandated processing material	375		
Misc. special department expenses	4,710		
Photographic supplies	500		
Total Professional/Administrative Fees			\$ 289,699
4310X Utilities		\$ 53,850	\$ 82,050
Electricity & Gas (PG&E)	\$ 75,000		
Water (EBMUD)	5,000		
Cable	2,050		
44410 Safety Clothing		\$ 1,500	\$ 1,500
Aramark Uniform Service			
4710X Equipment		\$ 20,400	\$ 2,400
Alex Clark Room Transformation (carryforward)	\$ 2,000		
Fax Machine	400		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

GENERAL FUND - 100
POLICE DISPATCH WEST BAY COMMUNICATIONS CENTER - 223

EXPENDITURE SUMMARY

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	Prop to Rev	Prop to Rev
	Actual	Actual	Actual Thru Mar-25	Revised Budget	Proposed Budget	\$ Change	% Change
Personnel							
Salaries & Wages - 401	1,241,680	1,330,687	986,877	1,333,403	1,384,851	51,448	4%
Overtime - 402	293,456	176,590	178,480	133,188	189,717	56,529	30%
Employee Benefits - 410	560,599	643,813	505,876	695,017	661,292	(33,725)	-5%
Total Salary & Benefits	2,095,735	2,151,090	1,671,234	2,161,608	2,235,860	74,252	3%
Services and Supplies							
Professional & Administrative Services - 42	20,084	39,048	20,584	66,795	66,795	-	0%
Other Operating Expenses - 43	16,145	20,771	14,214	10,400	16,200	5,800	36%
Materials & Supplies - 44	-	-	-	-	-	-	-
Total Services and Supplies	36,228	59,819	34,798	77,195	82,995	5,800	7%
Capital Outlay							
Asset Acquisition/Improvement - 47	22,066	17,698	262	-	-	-	0%
Total Capital Outlay	22,066	17,698	262	-	-	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	105,494	121,831	102,356	142,631	253,591	110,960	44%
IS Charges - 46124	42,960	56,106	54,578	91,168	66,790	(24,378)	-36%
Legal Charges - 46126	-	-	-	-	-	-	-
General Liability Insurance - 46201	77,085	91,772	105,315	95,497	101,535	6,038	6%
Total Indirect Cost Allocations	225,540	269,710	262,249	329,296	421,916	92,620	22%
Total	2,379,569	2,498,316	1,968,544	2,568,099	2,740,771	172,672	6%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 9,645	\$ 9,645
800 MHz radio system maintenance	\$ 4,265		
EBCRSA Contract - 5 radios	2,880		
Language Interpretation Services	2,500		
42105 Network Maintenance		\$ 16,000	\$ 16,000
CAD/RMS (City of San Pablo)	\$ 16,000		
42106 Software Maintenance		\$ 12,000	\$ 12,000
CAD/RMS	\$ 12,000		
42107 Equipment Maintenance		\$ 9,000	\$ 9,000
Dispatch headset/cord replacement	\$ 1,265		
General equipment maintenance	2,735		
Stencil maintenance	5,000		
42108 Maintenance Structure/Imp		\$ 6,500	\$ 6,500
Elevator Service	\$ 127		
HVAC Maintenance	241		
Janitorial Services	5,318		
Janitorial Supplies	757		
Pest Control Service	56		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Police

42201 Office Expense	\$	2,000	\$	2,000
General Office Supplies	\$	2,000		

4230X Travel and Training	\$	10,000	\$	10,000
Non-POST training	\$1,500			
Meetings associated with dispatch function	500			
Conference attendance for APCO, PSAP, CLEWOA	1,000			
POST training	3,000			
Dispatcher Training	4,000			

42401 Memberships	\$	150	\$	150
WBCC portion of costs for APCO and CLEWOA participation.	\$	150		

42514 Special Department Expense	\$	1,500	\$	1,500
DOJ fingerprints and background investigations on applicants.	\$	1,500		

Total Professional/Administrative Services \$ 66,795

4310X Utilities	\$	10,400	\$	16,200
43103 Electricity & Gas (PG&E)	\$	15,000		
43102 Water (EBMUD)		1,200		
43105 Cable		-		

**TRAFFIC SAFETY FUND - 205
POLICE GRANTS PROGRAM - 227**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel						\$ Change	% Change
Salaries & Wages - 401	8,526	8,567	6,362	8,320	8,580	260	3%
Overtime - 402	-	-	-	-	-	-	0%
Employee Benefits- 410	1,021	1,201	978	1,175	1,208	33	3%
Total Salary & Benefits	9,547	9,767	7,340	9,495	9,788	293	3%
Services and Supplies							
Professional & Administrative Services - 42	-	3,000	-	5,000	4,300	(700)	0%
Total Services and Supplies	-	3,000	-	5,000	4,300	(700)	0%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	-	-	6,800	7,500	700	0%
Total Capital Outlay	-	-	-	6,800	7,500	700	0%
Indirect Cost Allocations							
General Liability Insurance- 46201	481	689	596	550	603	53	9%
Total Indirect Cost Allocations	481	689	596	550	603	53	9%
Total Traffic Safety Fund	10,028	13,457	7,936	21,845	22,191	346	2%

SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND - 206

Overtime - 402	-	-	4,180	-	-	-	0%
Administrative Debits - 46122	127,057	160,112	137,430	169,962	178,281	8,319	5%
Asset Acquisition/Improvement - 47	-	166,245	72,070	125,000	125,000	-	0%
Total SLESF Fund	127,057	326,357	213,680	294,962	303,281	8,319	3%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
TRAFFIC SAFETY FUND - 205		
42107 Equipment Maintenance	\$ 2,000	\$ 2,000
Lidar repair & Supplies	\$ 2,000	
42514 Special Department Expense	\$ 2,300	\$ 2,300
Citation printing	\$ 2,300	
Total Professional/Administrative Services	\$ 4,300	
47101 Equipment	\$ 7,500	\$ 7,500
Repair/Replace Traffic Cameras	\$ 7,500	
SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUND - 206		
4710X EQUIPMENT	\$ 30,000	\$ 30,000
47101 Drone Program (carryover)	\$ 30,000	
47104 VEHICLES	\$ 95,000	\$ 95,000

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FIRE

The City of Pinole Fire Department provided fire protection and emergency medical services to the community for many decades. The department partnered through automatic aid with the Contra Costa County Fire Protection District (CCCFPD) and the Rodeo-Hercules Fire Protection District (RHFPD) to function as a battalion serving this region. CCCFPD Dispatch coordinated the three agencies' responses to incidents in the area.

After many years of considering different service models, in October 2022, the City entered into a five-year agreement with CCCFPD through which CCCFPD would provide fire protection and emergency medical services in Pinole beginning on March 1, 2023 by operating Pinole Fire Station 73 (downtown) and Fire Station 74 (in Pinole Valley). This arrangement is made possible by the County's contribution of \$2 million annually from Measure X proceeds.

Pinole residents and businesses can receive emergency assistance as before by dialing 9-1-1.

Residents and businesses can get additional information about fire and emergency medical services from CCCFPD using the contact information below.

Contra Costa County Fire Protection District
Administrative Offices
4005 Port Chicago Highway, Suite 250
Concord, CA 94520
General Phone: (925) 941-3300
General Email: info@cccfpd.org
Website: www.cccfpd.org

The City continues to be responsible for wildfire mitigation on City-owned property and Code Enforcement of City requirements regarding defensible space and weed abatement.

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Fire

FIRE BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	5,045,833	4,384,514	2,712,342	3,582,500	3,202,461	(380,039)	-12%
Measure S 2006 - 105	899,363	755,412	1,072,572	1,478,192	1,772,580	294,388	17%
Measure S 2014 - 106	741,990	968,725	996,031	1,372,769	1,767,924	395,155	22%
Total	6,687,185	6,108,651	4,780,945	6,433,461	6,742,965	309,504	5%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	1,856,856	41,953	0	-	-	-	0%
Overtime - 402	275,285	-	-	-	-	-	0%
Employee Benefits - 410	1,555,457	422,984	318,990	478,410	546,595	68,185	12%
Total Personnel	3,687,598	464,937	318,990	478,410	546,595	68,185	12%
Services and Supplies							
Professional & Administrative Services - 42	2,551,609	5,470,723	4,369,239	5,866,210	6,092,349	226,139	4%
Other Operating Expenses - 43	87,092	110,114	78,354	80,500	95,000	14,500	15%
Materials & Supplies - 44	70,823	1,976	1,019	-	-	-	0%
Total Services and Supplies	2,709,524	5,582,813	4,448,611	5,946,710	6,187,349	240,639	4%
Capital Outlay							
Asset Acquisition/Improvement - 47	10,782	45,428	-	-	-	-	0%
Total Capital Outlay	10,782	45,428	-	-	-	-	0%
Indirect Cost Allocations							
IS Charges - 46	80,303	10,170	11,665	3,341	4,021	680	17%
Legal Charges - 46	31,196	5,304	1,679	5,000	5,000	-	0%
General Liability Insurance - 46	167,783	-	-	-	-	-	0%
Total Indirect Cost Allocations	279,281	15,473	13,343	8,341	9,021	680	8%
Total	6,687,185	6,108,651	4,780,945	6,433,461	6,742,965	309,504	5%
EXPENDITURES BY PROGRAM							
Fire Operations - 231	6,687,185	6,108,651	4,780,945	6,433,461	6,742,965	309,504	5%
Total	6,687,185	6,108,651	4,780,945	6,433,461	6,742,965	309,504	5%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets-Fire

**GENERAL FUND - 100
FIRE OPERATIONS - 231**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	1,319,452	-	-	-	-	-	0%
Overtime - 402	238,467	-	-	-	-	-	0%
Employee Benefits - 410	1,076,139	412,323	318,940	478,410	546,595	68,185	12%
Total Salary & Benefits	2,634,058	412,323	318,940	478,410	546,595	68,185	12%
Services and Supplies							
Professional & Administrative Services - 42	2,013,959	3,799,200	2,300,686	3,015,249	2,551,845	(463,404)	-18%
Other Operating Expenses -43	87,092	110,114	78,354	80,500	95,000	14,500	15%
Materials & Supplies - 44	70,444	1,976	1,019	-	-	-	0%
Total Services and Supplies	2,171,495	3,911,290	2,380,059	3,095,749	2,646,845	(448,904)	-17%
Capital Outlay							
Asset Acquisition/Improvement - 47	868	45,428	-	-	-	-	0%
Total Capital Outlay	868	45,428	-	-	-	-	0%
Indirect Cost Allocations							
IS Charges - 46124	80,303	10,170	11,665	3,341	4,021	680	17%
Legal Services - 46126	31,196	5,304	1,679	5,000	5,000	-	0%
General Liability Insurance - 46201	127,913	-	-	-	-	-	0%
Total Indirect Cost Allocations	239,412	15,473	13,343	8,341	9,021	680	8%
Total	5,045,833	4,384,514	2,712,342	3,582,500	3,202,461	(380,039)	-12%
MEASURE S-2006 FUND - 105							
Salaries & Wages - 401	317,625	265	-	-	-	-	0%
Overtime - 402	36,818	-	-	-	-	-	0%
Employee Benefits - 410	251,539	177	51	-	-	-	0%
Professional & Administrative Services - 42	259,950	754,969	1,072,522	1,478,192	1,772,580	294,388	17%
Asset Acquisition/Improvement - 47	7,718	-	-	-	-	-	0%
General Liability Insurance - 46201	25,712	-	-	-	-	-	0%
Total	899,363	755,412	1,072,572	1,478,192	1,772,580	294,388	17%
MEASURE S-2014 FUND - 106							
Salaries & Wages - 401	219,779	41,688	-	-	-	-	0%
Employee Benefits - 410	227,779	10,484	-	-	-	-	0%
Professional & Administrative Services - 42	277,700	916,554	996,031	1,372,769	1,767,924	395,155	22%
Materials & Supplies - 44	379	-	-	-	-	-	0%
Asset Acquisition/Improvement - 47	2,196	-	-	-	-	-	0%
General Liability Insurance - 46201	14,157	-	-	-	-	-	0%
Total	741,990	968,725	996,031	1,372,769	1,767,924	395,155	22%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 2,875,249	\$ 2,456,845
CCFPD Fire Services Contract	\$ 2,262,808		
Dispatch Center Allocation	194,037		
42108 Maintenance Structure/Imp		\$ 20,000	\$ 20,000
Building Maintenance	\$ 20,000		
42512 Weed Abatement		\$ 120,000	\$ 75,000
Increased abatement for brush removal (City Property)	\$ 70,300		
Weed Abatement campaign (private property)	4,700		
Total Professional/Administrative Services			\$ 2,551,845
4310X Utilities		\$ 80,500	\$ 95,000
43103 PG&E	\$ 80,000		
43102 EBMUD	15,000		

MEASURE S-2006 FUND - 105

42101 Professional Services		\$ 1,478,192	\$ 1,772,580
CCCFPD Fire Services Contract	\$ 1,772,580		
Total Professional/Administrative Services			\$ 1,772,580

MEASURE S-2014 FUND - 106

42101 Professional Services		\$ 1,372,769	\$ 1,767,924
CCCFPD Fire Services Contract	\$ 1,767,924		
Total Professional/Administrative Services			\$ 1,767,924

PUBLIC WORKS

The Public Works Department is comprised of the following divisions:

- Administration and Engineering
- Road Maintenance
- Facility Maintenance
- Park Maintenance
- Storm Water
- Environmental Services
- Water Pollution Control Plant (also referred to as the Wastewater Treatment Plant (WWTP))
- Sewer Collection
- Landscape and Lighting Assessment District
- Real Estate and Property Management
- Fleet Management

Mission

The Public Works Department designs, constructs, and maintains the City's capital assets, operates the wastewater collection system and treatment plant, and manages the City's properties and fleet. Capital assets include roads and bridges, parks and open space, city vehicles and equipment, streetlights and traffic signals, and buildings and structures.

Major Services and Functions

The Administration and Engineering Division provides leadership and support to oversee the design and construction of infrastructure. The division develops the City's Capital Improvement Plan (CIP) and oversees the construction of capital projects, which are mostly performed by private construction companies. Staff in this division also serves as the City Engineer and City Surveyor for development projects including the issuance of permits affecting the public right-of-way.

The Road Maintenance Division protects, repairs, and maintains the City's street system, which includes pavement, medians, street trees, landscaping, traffic signs, pavement markings, streetlights, curbs, and sidewalks. This division performs light maintenance of streets, including pothole repair, patch paving, and crack sealing. Heavy duty maintenance is performed by private contractors as capital projects. The City has an agreement with the County through which the County maintains the traffic signals in the City.

The Facility Maintenance Division maintains all of the actively used buildings and properties owned by the City. Building maintenance includes landscape maintenance, janitorial service, maintenance of heating and ventilation systems, maintenance of all

mechanical aspects of the buildings, general building maintenance, and making improvements as needed.

The Park Maintenance Division is responsible for maintaining 428.56 acres of park area contained within the City's 15 parks. Park spaces provide a variety of outdoor venues that include the swimming pools, skate park, soccer fields, baseball diamonds, neighborhood play areas, dog park, creek path, and park pedestrian bridges. Maintenance includes all work necessary to keep the public park areas safe, clean, and operating efficiently, including maintaining park structures, landscaping, lighting, play equipment, parking areas, and irrigation systems. This team also performs vegetation management at some open space areas.

The Storm Water Division operates the City's storm water collection system, which consists of a network of pipes, manholes, and inlets, and operates programs to reduce the intrusion of pollution into the storm water system. The Regional Water Quality Control Board regulates storm water discharges from municipal storm drains under the National Pollutant Discharge Elimination System (NPDES) program and issued a NPDES permit in November 2016 to the region. The City of Pinole works with the Contra Costa Clean Water Program (CCCWP) for regional permit administration. This program is funded by the stormwater benefit assessment. The Equivalent Runoff cost associated with the implementation of this program for 2025/26 remains at \$35 (the maximum allowed amount). Assessment fees are collected as part of annual property tax collection. The City of Pinole implements street sweeping, storm drain cleaning, and maintenance to protect the cleanliness of stormwater.

The Environmental Services Division encourages and promotes recycling, source reduction, and reuse in accordance with the mandates of the California Integrated Waste Management Act of 1989 (Assembly Bill 939). The City of Pinole, in partnership with the Cities of Hercules, El Cerrito, San Pablo, Richmond, and unincorporated areas of West County, participate in a joint powers authority known as West Contra Costa Integrated Waste Management Authority (WCCIWMA), also known as RecycleMore. The City of Pinole partners with the City's franchise waste management company, Republic Services, to meet its obligations under the Waste Reduction Program. Under the arrangement, the City is responsible for overseeing Republic's contract provision of solid waste collection to Pinole residents and businesses. RecycleMore is responsible for waste reduction education, household hazardous waste collection events, and some compliance reporting on behalf of the City; and Republic Services is responsible for actual collections, processing, and disposal at landfill. The City receives funding for waste reduction activities. The Environmental Services Division coordinates efforts with local community groups (i.e., Friends of the Pinole Creek and Earth Team and PVHS Ocean conservation club) and provides support for community cleanup events.

The Water Pollution Control Plant (WPCP) Division is responsible for the operation of the Pinole-Hercules Water Pollution Control Plant. The WPCP, also referred to as the Wastewater Treatment Plant (WWTP), treats the wastewater of most of the City of Pinole and the City of Hercules. The fully treated effluent is discharged into San Pablo Bay and

must meet permit required water quality standards. The Regional Water Quality Control Board regulates wastewater discharges from the WPCP under the National Pollutant Discharge Elimination System (NPDES) program. The City completed a \$50 million dollar capital improvement project to upgrade the WPCP in 2020. The WPCP is jointly owned by the City of Pinole and the City of Hercules.

The Sewer Collection Division operates the wastewater (sewer) collection system, which is a network of pipes that transports wastewater from its point of origin at residences and businesses throughout most of the City to the WPCP. The City of Pinole is only responsible for the operation of the wastewater collection system that serves the City of Pinole. Hercules is responsible for the operation of the wastewater collection system that serves the City of Hercules.

The Landscape and Lighting Assessment District (LLAD) services the City's one LLAD, which is composed of two zones that cover sections of Pinole Valley Road. The LLAD was formed by a vote of the property owners. Property owners are charged (assessed) a fee each year to raise funding for the operation, maintenance, and upgrade of capital infrastructure in the LLAD.

The Real Estate and Property Management Division was formed in FY 2021/22 to centralize responsibility for management of the City's real estate holdings. The City owns a number of properties on which City buildings, parks, parking lots, and open space are located. The City is in the process of cataloging and assessing the condition of its real property holdings such that it can perform thoughtful long-term planning for, and management of these assets.

The Fleet Management Division was formed in FY 2021/22 to centralize responsibility for the City's vehicle fleet and major pieces of equipment.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Performed repairs of the City pools including repairs of the water heating system to allow their re-opening in April.
- Performed repairs at the various City parks including repairs of the overhead lights at the Fernandez Park.
- Treated gravity at multiple locations including at private properties to assist our community members.
- Headworks Odor Control Unit was repaired and the drain line manhole that incurred hydrogen sulfide damage was coated.
- Hired the Public Works Director and a new Maintenance Worker to fill vacancies. Also scheduled to hire the Public Works Specialist to fill the vacancy by the end of June 2025.
- Installed high-capacity solar trash bins at select locations.
- Expanded the use of the Beehive asset management system.

- Placed approximately 18 tons of asphalt, crack sealed approximately 2600 linear feet road surface and refreshed approximately 30 locations of pavement markings.
- Placed over 50 tons of temporary road repair material for pothole repair.
- Put into service the Spyder remote mower and completed approximately 75 acres of mowing with new mowing equipment.
- Received new hybrid bucket truck and two Chevrolet Bolt EUV all electric vehicles for Fleet augmentation.
- Completed Pavement Condition Report as part of PTAP 24.
- Installed lights in the street trees in Old Town for the 2024 holiday season and installed holiday road swags.
- Oversaw contractors work on various upgrades to City facilities including roof repairs of the Senior Center.
- Continues to serve our community on a daily basis. For example, handled a total of 455 service requests during the months of February and March covering roads, parks, illegal dumping, fleet, facilities, and stormwater/flooding.

Strategic Plan Strategies

- Continued the Strategic Plan strategy of conducting asset condition assessments of some City capital asset types- Awarded contract to complete a Storm Drain Master Plan and Recycled Water Feasibility Study (Goal 1, Strategy 1) (CIP Project)

Capital Improvement Plan (CIP) Projects

- Continued pedestrian improvement project at railroad crossing at Tennent Avenue.
- Completed design of the Sanitary Sewer Rehabilitation (Phase 1 and Phase 2), with construction of Phase 1 planned to be completed by the end of FY 2024/25.
-
- Advanced the San Pablo Avenue bridge project – with completion of the project's environmental review under CEQA and NEPA by the end of September 2025.
- Development of the Active Transportation Plan with planned City Council consideration in June 2025 (IN2106)
- Applied for, and the City was awarded a CalRecycle grant in the amount of \$75,000 being used for the purchase of multi-use waste receptacles and education efforts.
- Continue to perform daily inspections associated with capital and development projects. During the month of March, for example, 167 inspections were conducted and 34 permits were issued covering grading, private sewer lateral, utilities encroachment, and transportation.

Other Council-Directed Special Projects

- Continued disposal and/or visioning for surplus City property.
- Completed community engagement for "Community Corner".
- Adopted citywide project labor agreement (PLA)

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Fill Associate Engineer and Capital/Environmental Program Manager positions.
- Negotiate and complete successor waste collection franchise agreement.
- Purchase and install two new blowers at the Wastewater Treatment Plant.
- Complete the Plant's Laboratory Remodel project.
- Select a design engineer for the Effluent Outfall project and begin design work.
- Trialing new YSI Nutrient Probes and investigating options for aeration basin analysis in preparation for future increased NPDES permit regulations for Nutrient removal.
- Taking down the in-service aeration basin for cleaning and inspection and putting the existing standby aeration basin in-service.
- Expand the use and data input of Beehive asset management system.
- Expand asphalt installation to repair existing potholes.
- Expand vegetation management with the use of City's mowing equipment.
- Explore the use of biological methods for rodent control.
- Design and construct the EV charging infrastructure and purchase electric vehicles to replace current inefficient Fleet vehicles mostly using the awarded Climate Implementation Grant funds.
- Partner with community members and sports organizations to accomplish sports field improvements.
- Upgrade of the City Pools.
-
- Pursue grant funds to develop Complete Streets Design Guidelines, update of the City's ADA Transition Plan, as well as design and construct road improvements including pedestrian and bicycle infrastructure.

Capital Improvement Plan (CIP) Projects/Annual Programs

- Complete Active Transportation Plan.
-
- Annual Pavement Rehabilitation Program. Annual Upgrade of City Parks.
- Annual Upgrade of City Streetlighting.
- Annual Upgrade of City Traffic Signals.
- Annual Upgrade of Signing and Pavement Markings.
- Annual Repair/Replacement of City Sidewalks.
- Annual ADA Upgrades including Curb Ramps.
- Sanitary Sewer Rehabilitation.
-

- Design and construction of Bay Trail Gap closure - Pedestrian improvements at Railroad crossing at Tennent Avenue.
- Recycled water feasibility assessment.
- Effluent Outfall.
- Secondary Clarifier - Center Column Rehabilitation.
- Complete the environmental review and perform design of the San Pablo Ave replacement bridge.
- Complete traffic safety improvements at various intersections.

Other Council-Directed Special Projects

- Disposal and/or visioning for surplus City property.

Significant Special Projects for FY 2026/27 through FY 2029/30

- Continue through the design and commencement of construction of the San Pablo Avenue Bridge Replacement.
- Complete sewer collection system improvements per Sanitary Sewer Master Plan.
- Seek funding opportunities for pavement maintenance and restoration, and pursue various treatment techniques to increase the useful life of City roads.
- Integrate facilities into the asset management software to accurately identify cost associated to maintain each facility.
- Continue and expand use Beehive to document and schedule work orders.
- Prepare for our next NPDES permit process.
- Perform follow-up assessment of trash management efforts.
- Continue with the various annual programs to gradually improve the City's infrastructure including parks and roads, along with enhancements to safety conditions.

Major Changes in FY 2025/26 Budget

The Public Works Department budget for FY 2025/26 includes several major CIP projects changes relative to the FY 2024/25 budget. There is no significant change to the operations budget for the department. The FY 2025/26 – 2029/30 CIP contains 45 capital improvement projects and 5 infrastructure assessments that are scheduled to be undertaken over the five-year timeframe and are fully or partially funded. The CIP also includes information for various unfunded projects.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Public Works Director	0.00	1.00	1.00	1.00	1.00
Development Services Director/City Engineer	1.00	0.00	0.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	0.00	0.00
Capital Improvement and Environmental Program Manager	0.00	1.00	1.00	1.00	1.00
Associate Civil Engineer	0.00	1.00	1.00	0.00	1.00
Junior Civil Engineer	0.00	0.00	0.00	1.00	1.00
Public Works Specialist	1.00	2.00	2.00	2.00	2.00
Management Analyst	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	0.00	0.50	0.50	0.00	0.00
Public Works Manager	1.00	1.00	1.00	1.00	1.00
Public Works Maintenance Supervisor	3.00	3.00	3.00	3.00	3.00
Public Works Maintenance Workers	8.00	8.00	8.00	8.00	8.00
Park Caretaker	0.25	0.25	0.25	0.25	0.25
Treatment Plant Manager	1.00	1.00	1.00	1.00	1.00
WPCP Operations Supervisor	1.00	1.00	1.00	1.00	1.00
WWTP Senior Operator	0.00	1.00	1.00	1.00	1.00
WWTP Operator	5.00	4.00	4.00	4.00	4.00
Laboratory Analyst II	1.00	1.00	1.00	1.00	1.00
Laboratory Technician I	1.00	1.00	1.00	1.00	1.00
WWTP Senior Maintenance Mechanic	0.00	0.00	0.00	1.00	1.00
WWTP Maintenance Mechanic	2.00	2.00	2.00	1.00	1.00
WPCP Intern	0.48	0.48	0.48	0.48	0.48
Total	27.73	30.23	30.23	29.73	30.73

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

PUBLIC WORKS BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	1,503,855	2,081,358	1,470,239	2,135,700	1,147,883	(987,817)	-86%
Measure S 2014 - 105	-	-	-	3,280,000	350,000	(2,930,000)	-837%
Measure S 2014 - 106	656,200	1,988,521	341,555	4,843,288	1,388,440	(3,454,848)	-249%
Measure I - 107	-	-	-	-	539,008	-	-
Equipment Reserve Fund - 160	39,434	57,952	98,112	221,275	200,000	(21,275)	-11%
Gas Tax Fund - 200	523,854	621,769	363,720	2,203,189	2,512,167	308,978	12%
Restricted Real Estate Maintenance Fund - 201	17,110	14,808	12,522	26,000	26,000	-	0%
Traffic Safety Fund - 205	-	5,685	-	35,000	35,000	-	0%
Stormwater Fund - 207	293,563	363,782	373,081	379,829	385,631	5,802	2%
AB939 Refuse Management Fund - 213	122,104	131,547	104,235	187,102	189,710	2,608	1%
Solid Waste Fund - 214	195,954	108,328	80,484	173,666	177,241	3,575	2%
Measure J Fund - 215	273,454	519,448	196,636	1,705,126	1,191,732	(513,394)	-43%
Growth Impact Fund - 276	-	57,982	10,357	1,623,000	2,436,000	813,000	33%
Lighting and Landscaping District - 310	46,684	30,085	17,231	85,175	85,175	-	0%
PV Park Caretaker Fund - 317	-	-	-	14,942	14,989	47	0%
Public Facilities Fund - 324	-	-	-	70,000	502,000	432,000	86%
City Streets Improvement Fund - 325	182,662	234,310	55,064	3,687,304	2,907,583	(779,721)	-27%
Park Grants (Measure WW) - 327	193,383	183	-	-	-	-	0%
Arterial Street Rehabilitation - 377	80,213	8,066	-	895,000	560,960	(334,040)	-60%
Sewer Enterprise Fund - 500	5,683,481	6,725,526	6,578,546	37,771,365	38,229,096	457,731	1%
Sewer Enterprise Plant Expansion - 503	646,813	620,415	-	-	-	-	0%
Total	10,458,764	13,569,767	9,701,781	59,336,961	52,878,615	(6,458,346)	-12%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	2,748,180	3,047,857	2,338,016	3,427,077	3,565,352	138,275	4%
Overtime - 402	63,493	54,320	69,202	40,220	39,928	(292)	-1%
Employee Benefits - 410	477,632	1,389,904	1,337,750	1,838,614	1,999,511	160,897	8%
Total Personnel	3,289,306	4,492,081	3,744,968	5,305,911	5,604,791	298,880	5%
Services and Supplies							
Professional & Administrative Services - 42	1,225,737	1,719,509	888,034	2,639,488	2,255,425	(384,063)	-17%
Other Operating Expenses - 43	1,259,423	1,460,175	1,031,218	1,162,754	1,243,254	80,500	6%
Materials & Supplies - 44	1,205,184	1,159,619	819,321	1,589,500	1,604,500	15,000	1%
Total Services and Supplies	3,690,345	4,339,303	2,738,573	5,391,742	5,103,179	(288,563)	-6%
Capital Outlay							
Asset Acquisition/Improvement - 47	1,827,969	2,892,925	2,075,519	46,159,390	39,640,702	(6,518,688)	-16%
Total Capital Outlay	1,827,969	2,892,925	2,075,519	46,159,390	39,640,702	(6,518,688)	-16%
Indirect Cost Allocations							
Administrative Credits - 46	(1,489,014)	(1,634,275)	(1,367,807)	(2,140,656)	(2,143,427)	(2,771)	0%
Administrative Debits - 46	1,801,323	1,864,884	1,545,883	2,411,198	2,479,432	68,234	3%
IS Charges - 46	167,432	274,693	163,150	305,442	268,389	(37,053)	-14%
Legal Charges - 46	42,144	110,969	26,949	63,600	63,600	-	0%
General Liability Insurance - 46	188,395	271,824	251,712	228,766	250,757	21,991	9%
Total Indirect Cost Allocations	710,279	888,096	619,886	868,350	918,751	50,401	5%
Debt Service							
Debt Principal - 48101	-	0	362,000	1,064,678	1,089,184	24,506	2%
Debt Interest - 48102	576,372	554,419	160,834	546,890	522,008	(24,882)	-5%
Total Debt Service	576,372	554,420	522,834	1,611,568	1,611,192	(376)	0%
Depreciation							
Depreciation Expense - 47401	364,494	402,942	-	-	-	-	0%
Total Depreciation	364,494	402,942	-	-	-	-	0%
Total	10,458,764	13,569,767	9,701,781	59,336,961	52,878,615	(6,458,346)	-12%
EXPENDITURES BY PROGRAM							
Administration & Engineering - 341	619,060	964,593	470,796	944,561	818,329	(126,232)	-15%
Road maintenance - 342	1,382,361	2,187,871	1,001,962	11,735,918	8,317,983	(3,417,935)	-41%
Facility Maintenance - 343	897,725	1,188,741	729,818	5,146,583	2,655,590	(2,490,993)	-94%
NPDES Storm Water - 344	296,190	832,834	401,521	1,879,855	921,487	(958,368)	-104%
Park Maintenance - 345	764,347	888,153	400,424	986,402	1,661,245	674,843	41%
Waste Reduction - 346	122,104	131,547	101,484	187,102	189,710	2,608	1%
Pinole Valley Lighting & Landscaping 347-348	46,684	30,085	17,231	85,175	85,175	-	0%
Sewer Treatment Plant - 641	3,774,932	4,722,179	3,615,914	11,911,529	12,349,900	438,371	4%
Sewer Collection - 642	1,332,177	1,448,928	2,439,798	24,763,267	24,183,004	(580,263)	-2%
Sewer Projects -Shared - 643	646,813	620,415	-	85,000	85,000	-	0%
WPCP/Equipment & Debt Svc. (Pinole Only) - 644	576,372	554,420	522,834	1,611,568	1,611,192	(376)	0%
Total	10,458,764	13,569,767	9,701,781	59,336,961	52,878,615	(6,458,346)	-12%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

GENERAL FUND - 100
PUBLIC WORKS - ADMINISTRATION & ENGINEERING - 341

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salary & Wages - 401	464,788	581,218	405,136	801,377	797,851	(3,526)	0%
Overtime - 402	4,195	189	228	87	87	-	0%
Employee Benefits - 410	171,162	176,635	151,167	249,444	269,526	20,082	7%
Total Salary & Benefits	640,145	758,042	556,531	1,050,908	1,067,464	16,556	2%
Services and Supplies							
Professional & Administrative Services - 42	92,172	301,594	38,653	59,125	59,125	-	0%
Materials & Supplies - 44	32	147	-	-	-	-	0%
Total Services and Supplies	92,204	301,741	38,653	59,125	59,125	-	0%
Capital Outlay							
Asset Acquisition/Improvement - 47	542	361	1,160	2,500	2,500	-	0%
Total Capital Outlay	542	361	1,160	2,500	2,500	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(491,909)	(588,795)	(483,539)	(955,503)	(956,437)	(934)	0%
Admin Debits - 46122	7,707	10,445	-	-	14,325	14,325	100%
IS Charges - 46124	90,999	167,991	91,316	144,179	151,887	7,708	5%
Legal Charges - 46126	25,417	23,330	19,958	8,000	8,000	-	0%
General Liability Insurance - 46201	43,881	63,760	57,531	53,538	55,689	2,151	4%
Total Indirect Cost Allocations	(323,904)	(323,270)	(314,734)	(749,786)	(726,536)	23,250	-3%
Total	408,987	736,873	281,610	362,747	402,553	39,806	10%
MEASURE S - 2014 FUND - 106							
Professional & Administrative Services - 42	10,209	19,793	5,917	225,000	75,000	(150,000)	-200%
Administrative Debits - 46122	60,360	44,785	59,284	154,895	144,653	(10,242)	-7%
Total Measure S - 2014 Fund - 106	70,569	64,578	65,201	379,895	219,653	(160,242)	-73%
EQUIPMENT RESERVE FUND - 160							
Asset Acquisition/Improvement - 47	-	44,853	6,886	-	-	-	0%
Total Equipment Reserve Fund - 160	-	44,853	6,886	-	-	-	0%
GAS TAX FUND - 200							
Professional & Administrative Services - 42	2,064	-	-	-	-	-	0%
Asset Acquisition/Improvement - 47	2,825	-	-	-	-	-	0%
Total Gas Tax Fund - 200	4,889	-	-	-	-	-	0%
MEASURE J FUND - 215							
Other Operating Expenses - 43	2,780	1,152	98	4,400	4,400	-	0%
Administrative Debits - 46122	131,835	117,137	114,250	197,519	191,723	(5,796)	-3%
Total Measure J Fund - 215	134,615	118,289	114,348	201,919	196,123	(5,796)	-3%
REFUSE MANAGEMENT FUND - 213							
Legal Charges - 46126	-	-	2,751	-	-	-	0%
Total Refuse Management Fund - 213	-	-	2,751	-	-	-	0%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 25,000	\$ 25,000
General engineering services	\$ 25,000		
42107 Equipment Maintenance		\$ 3,000	\$ 3,000
Maintenance of office equipment.	\$ 3,000		
42201 Office Expense		\$ 2,500	\$ 2,500
General office supplies	\$ 2,500		
4230X Travel and Training		\$ 6,750	\$ 6,750
Conference Registration	\$ 3,000		
42302 Mileage Air & Hotel	3,000		
42303 Meal Allowance	750		
42401 Memberships		\$ 1,200	\$ 1,200
American Public Works Association (APWA)	\$ 225		
Professional License Renewal	975		
42506 Bonds		\$ 175	\$ 175
	\$ 175		
42510 Software Purchase		\$ 18,000	\$ 18,000
Beehive (40%)	\$ 8,000		
ArcGIS	2,500		
CAD+Misc	2,500		
GoGov or Similar	5,000		
42515 Special Events		\$ 2,500	\$ 2,500
Coastal Cleanup	\$ 2,000		
Dumpster Day	500		
Total Professional/Administrative Services			\$ 59,125
47103 Furniture		\$ 2,500	\$ 2,500
Furniture	\$ 2,500		
Measure S-2014 Fund - 106			
42101 Professional Services		\$ 225,000	\$ 75,000
On-call consultants for capital projects	\$ 75,000		
MEASURE J FUND - 215			
4310X Utilities		\$ 4,400	\$ 4,400
43101 Telephone	\$ 4,000		
43103 Electricity & Power	400		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

**GAS TAX FUND - 200
ROAD MAINTENANCE - 342**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	108,497	89,988	18,063	125,500	125,500	-	0%
Other Operating Expenses - 43	205,211	244,660	174,418	181,000	181,000	-	0%
Materials & Supplies - 44	2,691	1,291	920	2,000	2,000	-	0%
Total Services and Supplies	316,399	335,939	193,401	308,500	308,500	-	0%
Capital Outlay							
Asset Acquisition/Improvement - 47*	13,587	65,036	186	1,631,082	1,935,000	303,918	16%
Total Capital Outlay	13,587	65,036	186	1,631,082	1,935,000	303,918	16%
Indirect Cost Allocations							
Administrative Debits - 46122	188,978	220,794	170,132	255,607	260,667	5,060	2%
Legal Charges - 46126	-	-	-	8,000	8,000	-	0%
Total Indirect Cost Allocations	188,978	220,794	170,132	263,607	268,667	5,060	2%
Total	518,964	621,769	363,720	2,203,189	2,512,167	308,978	18%
GENERAL FUND - 100							
Salary & Wages - 401	94,380	102,940	89,043	119,737	-	(119,737)	#DIV/0!
Overtime - 402	294	530	577	588	-	(588)	0%
Employee Benefits - 410	12,027	16,406	14,874	20,488	0	(20,488)	#DIV/0!
Professional & Administrative Services - 42	91,819	154,626	12,238	35,800	30,000	(5,800)	-19%
Materials & Supplies - 44	7,284	6,001	5,800	20,000	-	(20,000)	#DIV/0!
Asset Acquisition/Improvements - 47*	338	-	207,828	370,000	-	(370,000)	-100%
Admin Credits - 46121	(83,951)	(102,001)	(86,710)	(118,631)	-	118,631	#DIV/0!
Administrative Debits - 46122	24,574	27,929	22,737	31,115	-	(31,115)	#DIV/0!
Legal charges - 46126	252	-	-	-	-	-	0%
General Liability Insurance - 46201	5,147	19,109	13,121	7,476	-	(7,476)	#DIV/0!
Total General Fund	152,163	225,539	279,508	486,573	30,000	(456,573)	-1522%
MEASURE S 2006 - 105							
Asset Acquisition/Improvement - 47	-	-	-	1,750,000	350,000	(1,400,000)	-400%
Total Measure S Fund - 105	-	-	-	1,750,000	350,000	(1,400,000)	-400%
MEASURE S - 2014 FUND - 106							
Professional & Administrative Services - 42	-	-	-	50,000	-	(50,000)	-100%
Administrative Debits - 46122	66,385	106,059	93,020	124,468	98,858	(25,610)	-26%
Asset Acquisition/Improvement - 47*	20,747	463,275	21,092	680,262	241,732	(438,530)	-181%
Total Measure S - 2014	87,133	569,334	114,112	854,730	340,590	(514,140)	-151%
EQUIPMENT RESERVE FUND - 160							
Asset Acquisition/Improvement - 47	39,434	-	21,275	141,275	120,000	(21,275)	0%
Total Equipment Reserve Fund - 160	39,434	-	21,275	141,275	120,000	(21,275)	0%
Traffic Safety Fund - 205							
Professional & Administrative Services - 42	-	5,685	-	35,000	35,000	-	0%
Total Traffic Safety Fund	-	5,685	-	35,000	35,000	-	0%
NPDES Storm Water Fund - 207							
Admin Debits - 46122	-	13,681	5,511	7,974	8,081	107	1%
Total NPDES Storm Water Fund	-	13,681	5,511	7,974	8,081	107	1%
SOLID WASTE FUND - 214							
Professional & Administrative Services - 42	22,006	21,344	12,000	60,000	60,000	-	0%
Materials & Supplies - 44	1,818	-	-	7,000	7,000	-	0%
Admin Debits - 46122	58,523	79,924	68,484	106,666	110,241	3,575	3%
Legal Charges - 46126	11,804	7,061	-	-	-	-	0%
Asset Acquisition/Improvement -47*	88,801	-	-	-	-	-	0%
Total Solid Waste Fund	182,952	108,328	80,484	173,666	177,241	3,575	2%
MEASURE C AND J FUND - 215							
Professional & Administrative Services - 42	56,899	59,494	60,611	51,899	51,899	-	0%
Admin Debits - 46122	20,988	25,500	21,678	29,658	31,100	1,442	5%
Asset Acquisition/Improvement - 47*	60,953	316,165	-	1,419,650	910,610	(509,040)	-56%
Total Measure J Fund	138,839	401,159	82,289	1,501,207	993,609	(507,598)	-51%
City Streets Improvements Fund - 325							
Professional & Administrative Services - 42	-	-	-	100,000	100,000	-	0%
Asset Acquisition/Improvement - 47*	182,662	234,310	55,064	3,587,304	2,807,583	(779,721)	-28%
Total City Streets Improvements	182,662	234,310	55,064	3,687,304	2,907,583	(779,721)	-27%
Arterial Streets Rehabilitation Fund - 377							
Asset Acquisition/Improvement - 47*	80,213	8,066	-	895,000	560,960	(334,040)	-60%
Total Arterial Streets Rehab Fund	80,213	8,066	-	895,000	560,960	(334,040)	-60%
*See CIP							
Growth Impact Fund - 276							
Asset Acquisition/Improvement - 47*	-	-	-	-	100,000	100,000	100%
Total Growth Impact Fund	-	-	-	-	100,000	100,000	100%

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Department Budgets – Public Works

MEASURE I FUND - 107

Salary & Wages - 401	-	-	-	-	124,975	124,975	100%
Overtime - 402	-	-	-	-	588	588	100%
Employee Benefits - 410	-	-	-	-	21,568	21,568	100%
Professional & Administrative Services - 42	-	-	-	-	10,800	10,800	100%
Materials & Supplies - 44	-	-	-	-	20,000	20,000	100%
Admin Credits - 46121	-	-	-	-	(93,219)	(93,219)	100%
Administrative Debits - 46122	-	-	-	-	49,804	49,804	100%
Asset Acquisition/Improvement - 47*	-	-	-	-	40,000	40,000	100%
General Liability Insurance - 46201	-	-	-	-	8,236	8,236	100%
Total General Fund	-	-	-	-	182,752	182,752	100%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 101,000	\$ 101,000
Audit Services	\$ 1,000		
General engineering survey contract	10,000		
Professional engineering support	20,000		
Traffic and signal maintenance	70,000		
42108 Maintenance Structure/Imp		\$ 20,000	\$ 20,000
Hardware supplies and median maintenance	\$ 20,000		
42514 Special Department Expense		\$ 4,500	\$ 4,500
CCTA congestion management plan administration	\$ 4,500		
Pinole's share of CTA Congestion Management Plan administrative costs.			
Total Professional/Administrative Services			\$ 125,500
4310X Utilities		\$ 181,000	\$ 181,000
Electricity costs for street lights, traffic lights and controls			
Electricity & Gas (PG&E)	\$ 180,000		
EBMUD median irrigation	1,000		
44301 Fuel		\$ 2,000	\$ 2,000
Fuel	\$ 2,000		
47205 Improvements/Streets		\$ 1,631,082	\$ 1,935,000
Pothole Repair Program	\$ 40,000		
Roadway Stripping Program	15,000		
RO2102 Tennent Ave. Rehabilitation	380,000		
RO2301 Roadway Rehabilitation	1,500,000		

General Fund 100

42101 Professional Services		\$ 25,000	\$ 30,000
IN2106 Active Transportation Plan	\$ 30,000		
42107 Equipment Maintenance		\$ 8,000	\$ -
Equipment Maintenance	\$ -		
42514 Special Department Expense		\$ 2,800	\$ -
Special department expense	\$ -		
44306 Maintenance Supplies		\$ 20,000	\$ -
Maintenance Supplies	\$ -		
47205 Improvements/Streets		\$ 370,000	\$ -
RO2107 Brand St. Improvements	\$ -		
Street Improvements	-		

MEASURE S - 2006 FUND - 105

47205 Street Improvements		\$ 1,750,000	\$ 350,000
RO2401 Road Maintenance Repairs	\$ 350,000		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

MEASURE S - 2014 FUND - 106

42108 Maintenance Structure/Imp	\$ 50,000	\$ -
Pedestrian Bridge inspections & Maintenance (carryover)	-	

47204 Improvements/Sidewalk	\$ 20,000	\$ -
Sidewalk Improvements	\$ -	

47205 Improvements/Streets	\$ 660,262	\$ 241,732
RO1710 San Pablo Ave. Bridge Replacement	\$ 241,732	
Traffic Sign Replacement	-	

TRAFFIC SAFETY FUND - 205

42101 Professional Services	\$ 35,000	\$ 35,000
Speed Survey	\$ 35,000	

SOLID WASTE FUND - 214

42101 Professional Services	\$ 16,450	\$ 16,450
Professional Services	\$ 16,450	

42514 Special Department Expense	\$ 43,550	\$ 43,550
Patch paving materials	\$ 43,550	

44306 Maintenance Supplies	\$ 7,000	\$ 7,000
SB1383 OWR1 grant supplies	\$ 7,000	

MEASURE J FUND - 215

42401 Memberships	\$ 51,899	\$ 51,899
WCCTAC Dues	\$ 51,899	

47204 Improvements/Sidewalks	\$ 12,031	\$ 12,031
Sidewalk Maintenance Program	\$ 12,031	

47205 Improvements/Streets	\$ 1,407,619	\$ 898,579
Miscellaneous Roadway Repair	\$ 15,000	
RO1710 San Pablo Ave. Bridge Replacement	133,579	
RO2301 Road Rehabilitation	750,000	

Road Maintenance Fund - 325

42101 Professional Services	\$ 100,000	\$ 100,000
IN2105 Appian Way Complete Streets Project	100,000	

47205 Improvements/Streets	\$ 3,587,304	\$ 2,807,583
RO1710 San Pablo Ave Bridge over BNSF	\$ 1,540,583	
RO2102 Tennent Ave. Rehabilitation	267,000	
RO2402 Sidewalk Rehab. Program	200,000	
RO2501 Accessibility Improvements Project	150,000	
RO2504 Pavement Marking and Signage Upgrades	100,000	
RO2505 Safe Routes to Schools	100,000	
RO2506 Traffic Calming Program	200,000	
RO2507 ADA Transition Plan Update	250,000	

Arterial Streets Rehabilitation Fund - 377

47205 Improvements/Streets	\$ 895,000	\$ 560,960
RO2301 Safety Improvements on Arterial Roadways	\$ 110,960	
RO2502 Pinole Signals Upgrade	200,000	
RO2503 City Streetlights Upgrade	250,000	

Growth Impact Fund - 276

47205 Improvements/Streets	\$ -	\$ 100,000
RO2303 Pinole Smart Signals	\$ 100,000	

Measure I Fund - 107

42107 Equipment Maintenance	\$ -	\$ 8,000
Equipment Maintenance	\$ 8,000	

42514 Special Department Expense	\$ -	\$ 2,800
Special department expense	\$ 2,800	

44306 Maintenance Supplies	\$ -	\$ 20,000
Maintenance Supplies	\$ 20,000	

4720x Improvements	\$ -	\$ 40,000
47204-Sidewalk Improvements	\$ 20,000	
47205-Traffic Sign Replacement	20,000	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

GENERAL FUND - 100
PUBLIC WORKS - FACILITY MAINTENANCE - 343

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	662,614	707,567	595,546	750,043	764,739	14,696	2%
Overtime - 402	20,069	22,890	36,984	495	495	-	0%
Employee Benefits - 410	432,272	462,431	408,973	501,946	555,194	53,248	10%
Total Salary & Benefits	1,114,955	1,192,888	1,041,502	1,252,484	1,320,428	67,944	5%
Services and Supplies							
Professional & Administrative Services - 42	176,916	170,687	129,773	419,700	166,700	(253,000)	-152%
Other Operating Expenses - 43	40,616	53,507	38,576	44,000	53,000	9,000	17%
Materials & Supplies - 44	71,188	81,153	40,846	73,200	73,200	-	0%
Total Services and Supplies	288,720	305,347	209,195	536,900	292,900	(244,000)	-83%
Capital Outlay							
Asset Acquisition/Improvement - 47*	2,119	27,213	7,127	12,000	12,000	-	0%
Total Capital Outlay	2,119	27,213	7,127	12,000	12,000	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(801,732)	(823,661)	(708,185)	(921,066)	(963,768)	(42,702)	4%
Legal Charges 46126	496	165	132	-	-	-	0%
General Liability Insurance - 46201	46,328	58,187	53,775	49,602	53,770	4,168	8%
Total Indirect Cost Allocations	(754,908)	(765,309)	(654,278)	(871,464)	(909,998)	(38,534)	4%
Total	650,885	760,139	603,547	929,920	715,330	(214,590)	-30%
MEASURE S -2006 FUND - 105							
Asset Acquisition/Improvement -47	-	-	-	1,530,000	-	(1,530,000)	-100%
Total Mesure S - 2006 Fund	-	-	-	1,530,000	-	(1,530,000)	-100%
MEASURE S - 2014 FUND - 106							
Professional & Administrative Services - 42	-	86,149	6,902	0	0	-	0%
Administrative Debits - 46122	135,129	66,613	73,637	93,663	99,260	5,597	6%
Asset Acquisition/Improvement - 47*	94,601	261,033	22,854	1,805,000	75,000	(1,730,000)	-2307%
Total Measure S - 2014 Fund	229,730	413,795	103,392	1,898,663	174,260	(1,724,403)	-990%
RESTRICTED REAL ESTATE MAINTENANCE FUND - 201							
Professional & Administrative Services - 42	7,787	7,238	7,962	10,000	10,000	-	0%
Other Operating Expenses - 43	9,323	7,570	4,559	11,000	11,000	-	0%
Legal Charges - 46126	-	-	-	5,000	5,000	-	0%
Total Restricted Real Estate Maint.	17,110	14,808	12,522	26,000	26,000	-	0%
MEASURE J FUND - 215							
Legal Charges - 46126	-	-	-	2,000	2,000	-	0%
Total Measure J Fund - 215	-	-	-	2,000	2,000	-	0%
GROWTH IMPACT FUND - 276							
Asset Acquisition/Improvement - 47	-	-	10,357	700,000	1,236,000	536,000	43%
Total Growth Impact Fund 276	-	-	10,357	700,000	1,236,000	536,000	43%
PUBLIC FACILITIES FUND - 324							
Asset Acquisition/Improvement - 47	-	-	-	60,000	502,000	442,000	88%
Total Public Facilities Fund	-	-	-	60,000	502,000	442,000	0%

*See CIP

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 263,500	\$ 3,500
EBRCSA Professional Support	\$ 3,500		
IN2101 Emergency Power for critical Facilities	0		
IN2103 Recycled Water Feasibility	0		
42107 Equipment Maintenance		\$ 40,000	\$ 40,000
Vehicle maintenance and repair	\$ 40,000		
42108 Maintenance/Structure Imp		\$ 87,000	\$ 87,000
City Hall improvements to planting/landscaping	\$ 20,000		
Elevator maintenance	800		
Heating and air repair	16,000		
Janitorial service and supplies	13,000		
Landscape maintenance	3,000		
Lighting supplies	500		
Memorial Hall Maint.e, Pest Control & Sanitary Supplies (<i>moved from Comm</i>	11,000		
Misc. hardware and maintenance	1,000		
Pest control and weed control	10,700		
Public facilities deferred maintenance	11,000		
42201 Office Expense		\$ 3,000	\$ 5,000
	\$ 5,000		
4230X Travel and Training		\$ 11,750	\$ 16,750
Technical training	\$ 15,000		
Mileage, Air & Hotel	1,500		
Meal Allowance	250		
42401 Memberships		\$ 750	\$ 750
M.S.A. (Maintenance Superintendents Association)	\$ 750		
42511 Equipment Rental		\$ 10,000	\$ 10,000
This is used to rent infrequently used equipment.	\$ 10,000		
42513 Rent		\$ 2,700	\$ 2,700
Tennent Ave Parking lot. 401-142-012 (AT&T)	\$ 2,700		
42514 Special Department Expense		\$ 1,000	\$ 1,000
	\$ 1,000		
Total Professional/Administrative Services			\$ 166,700
4310X Utilities		\$ 40,000	\$ 49,000
Gas/Electricity	\$ 34,500		
Memorial Hall Electricity (<i>moved from Comm Svcs.</i>)	500		
Water	11,500		
Memorial Hall Water (<i>moved from Comm Svcs.</i>)	2,500		
43201 Property Tax		\$ 4,000	\$ 4,000
44301 Fuel		\$ 8,200	\$ 8,200
44306 Maintenance Supplies		\$ 45,000	\$ 45,000
44410 Safety Clothing		\$ 20,000	\$ 20,000
The worker classifications in this division are supplied:	\$ 20,000		
Uniforms, coveralls, and foul weather gear			
47101 Equipment		\$ 12,000	\$ 12,000
Miscellaneous Equipment	\$ 12,000		
	\$ -		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

MEASURE S - 2014 FUND - 105

47201 Improvements		\$ 1,530,000	\$ -
FA1901 Senior Center Auxiliary Parking Lot	\$ -		

MEASURE S - 2014 FUND - 106

47201 Improvements/Building		\$ 1,805,000	\$ 75,000
FA1702 Citywide Roof Repairs and Replacement	\$ -		
FA2302 Plum St. Parking Lot Improvements	-		
FA2501 Zero-Emission Vehicle/EV Charging Infrastructure	75,000		

RESTRICTED REAL ESTATE MAINTENANCE FUND - 201

42108 Maintenance/Structure Imp		\$ 10,000	\$ 10,000
Materials to maintain facilities owned by the former Redevelopment Agency.	\$ 10,000		
4310X Utilities		\$ 11,000	\$ 11,000
Gas/Electricity	\$ 5,000		
Water	6,000		

MEASURE J FUND - 215

47202 Improvements/Landscape-Medians		\$ 2,000	\$ 2,000
Sign Replacement Program	\$ 2,000		

GROWTH IMPACT FUND - 276

47201 Improvements/Building		\$ 700,000	\$ 1,236,000
FA2401 Tiny Tots Flooring and Painting	\$ 100,000		
FA1702 Citywide Roof Repairs and Replacement	238,000		
FA1703 City Hall Modernization	400,000		
FA2202 Senior Center Modernization	148,000		
FA2502 Upgrade of City Pools	350,000		

PUBLIC FACILITIES FUND - 324

47201 Improvements/Building		\$ 60,000	\$ 502,000
FA1702 Citywide Roof Repairs and Replacement	\$ 362,000		
FA2302 Plum St. Parking Lot Improvements	140,000		

STORM WATER FUND - 207

PUBLIC WORKS - National Pollution Discharge Elimination Systems (NPDES) STORM WATER - 344

EXPENDITURE SUMMARY

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	Prop to Rev	Prop to Rev
	Actual	Actual	Actual	Revised	Proposed	\$ Change	% Change
			Thru Mar-25	Budget	Budget		
Services and Supplies							
Professional & Administrative Services - 42	49,344	77,555	148,481	71,000	71,000	-	0%
Materials & Supplies - 44	10,944	11,369	17,413	8,800	8,800	-	0%
Total Services and Supplies	60,287	88,924	165,894	79,800	79,800	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	233,216	261,178	199,216	286,055	291,750	5,695	2%
Legal Charges - 46126	60	-	2,461	6,000	6,000	-	0%
Total Indirect Cost Allocations	233,276	261,178	201,677	292,055	297,750	5,695	2%
Total	293,563	350,102	367,570	371,855	377,550	5,695	2%

MEASURE S-2014 FUND - 106

Professional & Administrative Services - 42	-	86,726	29,390	150,000	273,937	123,937	45%
Asset Acquisition/Improvement - 47*	2,626	338,025	4,560	1,300,000	270,000	(1,030,000)	-381%
Total Measure S-2014	2,626	424,751	33,950	1,450,000	543,937	(906,063)	-167%

Growth Impact Fund - 276

Asset Acquisition/Improvement - 47*	-	57,982	-	58,000	-	(58,000)	-100%
Total Growth Impact Fund - 276	-	57,982	-	58,000	-	(58,000)	-100%

*See CIP

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 15,000	\$ 15,000
Contract support for Clean Water and NPDES	\$ 5,000	
Support for MRP 3.0	10,000	
42107 Equipment Maintenance	\$ 20,000	\$ 20,000
Storm drain, trash capture, street sweeper	\$ 20,000	
42108 Building Structure Maintenance	\$ 15,000	\$ 15,000
Trash capture devices	\$ 5,000	
Lumber and supplies	10,000	
4220X Office Expenses	\$ 1,000	\$ 1,000
42201 Miscellaneous office expenses	\$ 500	
42202 Printing and Binding	500	
42514 Special Departmental Expense	\$ 20,000	\$ 20,000
Storm Event Sand Pile	\$ 8,000	
NPDES Annual Permit	12,000	
Total Professional/Administrative Services	\$ 71,000	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

44301 Fuel	\$	8,000	\$	8,000
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44410 Safety Clothing	\$	800	\$	800
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MEASURE S-2014 FUND - 106

42101 Professional Services	\$	150,000	\$	273,937
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IN1703 Storm Drainage Master Plan	\$	273,937		
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47206 Improvements/Storm Drains	\$	1,300,000	\$	270,000
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SW2401 Storm Drain Creek Discharge	\$	120,000		
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SW2501 Stormwater Upgrade & Trash Capture		150,000		
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Growth Impact Fund 276

47206 Improvements/Storm Drains	\$	58,000	\$	-
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SW1901 Hazel Street Gap Closure (sunnyview)	\$	-		
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Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

GENERAL FUND - 100
PUBLIC WORKS - PARK MAINTENANCE - 345

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	81,679	123,406	111,354	134,000	-	(134,000)	-100%
Other Operating Expenses - 43	103,109	102,495	77,872	106,656	-	(106,656)	-100%
Materials & Supplies - 44	14,013	23,665	22,201	500	-	(500)	0%
Total Services and Supplies	198,801	249,566	211,427	241,156	-	(241,156)	-100%
Capital Outlay							
Asset Acquisition/Improvement - 47*	-	1,283	5,101	-	-	-	0%
Total Capital Outlay	-	1,283	5,101	-	-	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	92,834	107,958	89,046	115,304	-	(115,304)	-100%
Legal Charges - 46126	186	-	-	-	-	-	0%
Total Indirect Cost Allocations	93,020	107,958	89,046	115,304	-	(115,304)	-100%
Total	291,821	358,808	305,574	356,460	-	(356,460)	-100%
MEASURE S-2014 FUND - 106							
Professional & Administrative Services - 42	-	-	2,979	-	-	-	0%
Legal Services - 46126	-	78,967	-	-	-	-	0%
Asset Acquisition/Improvement - 47*	266,143	437,097	21,920	260,000	110,000	(150,000)	-136%
Total Measure S-2014 Fund - 106	266,143	516,063	24,899	260,000	110,000	(150,000)	-136%
Solid Waste Fund - 214							
Asset Acquisition/Improvement - 47*	13,001	-	-	-	-	-	0%
Total Solid Waste Fund - 214	13,001	-	-	-	-	-	0%
Growth Impact Fund - 276							
Asset Acquisition/Improvement - 47	-	-	-	265,000	1,100,000	835,000	76%
Total Growth Impact Fund	-	-	-	265,000	1,100,000	835,000	76%
PV PARK CARETAKER FUND - 317							
Salaries & Wages - 401	-	-	-	11,960	11,960	-	0%
Employee Benefits - 410	-	-	-	1,689	1,686	(3)	0%
Other Operating Expenses -43	-	-	-	503	503	-	0%
General Liability Insurance - 46201	-	-	-	790	840	50	6%
Total PV Park Caretaker Fund - 317	-	-	-	14,942	14,989	47	0%
Public Facilities Fund - 324							
Asset Acquisition/Improvement - 47	-	-	-	10,000	-	(10,000)	-100%
Total Public Facilities Fund - 324	-	-	-	10,000	-	(10,000)	-100%
Park Grants (Measure WW) - 327							
Asset Acquisition/Improvement - 47*	193,383	183	-	-	-	-	0%
Total Park Grants Fund - 327	193,383	183	-	-	-	-	0%
*See CIP							
EQUIPMENT RESERVE FUND - 160							
Asset Acquisition/Improvement - 47	-	13,099	69,950	80,000	80,000	-	0%
Total Equipment Reserve Fund - 160	-	13,099	69,950	80,000	80,000	-	0%
MEASURE I FUND - 107							
Professional & Administrative Services - 42	-	-	-	-	134,000	134,000	0%
Other Operating Expenses - 43	-	-	-	-	103,156	103,156	100%
Materials & Supplies - 44	-	-	-	-	500	500	0%
Administrative Debits - 46122	-	-	-	-	118,600	118,600	100%
Total Measure I Fund - 107	-	-	-	-	356,256	356,256	100%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26	
42107 Equipment Maintenance		\$ 7,500	\$ -	*
Off road equipment maintenance	\$ -			
42108 Maintenance/Structure Imp		\$ 120,500	\$ -	*
Park Maintenance	\$ -			
Tennis Court Maintenance	0			
42401 Memberships		\$ 1,000	\$ -	*
CAPCA (California Agricultural Production Consultants Association)	\$ -			
42511 Equipment Rental		\$ 5,000	\$ -	*
Cost to rent infrequently used equipment.	\$ -			
Total Professional/Administrative Services			\$ -	
4310X Utilities		\$ 106,500	\$ -	*
Gas/Electricity	\$ -			
Water	0			
43201 Property Tax		\$ 156	\$ -	*
44301 Fuel		\$ 500	\$ -	*
*Expenditures moved to Measure I fund 107 commencing FY2025/26				
MEASURE S-2014 FUND - 106				
47103 FF&E/Furniture		\$ 5,000	\$ 5,000	
Annual Bench/Table repairs & Replacement	\$ 5,000			
47203 Improvements/Parks		\$ 255,000	\$ 105,000	
Annual Resod at two parks	\$ 10,000			
Public Tree Maintenance	45,000			
Replace Chips/Rubber Matting at various Parks	50,000			
Growth Impact Fund - 276				
47203 Improvements/Parks		\$ 265,000	\$ 1,100,000	
Dog Park Renovations	\$ 20,000			
PA1901 Pinole Valley Park Soccer Field	250,000			
PA2401 Fernandez Park Improvements	480,000			
PA2501 Improvements to City Parks	200,000			
Park Lighting Project	50,000			
PVP West/Savage Field	100,000			
Public Facilities Fund - 324				
47203 Improvements/Parks		\$ 10,000	\$ -	
Annual Building Maintenance program	\$ -			
Equipment Reserve Fund -160				
47104 Vehicles		\$ 80,000	\$ 80,000	
Replace 2 vehicles per year	\$ 30,000			
Replace heavy equipment reserve	50,000			
Measure I Fund - 107				
42107 Equipment Maintenance		\$ -	\$ 7,500	*
Off road equipment maintenance	\$ 7,500			
42108 Maintenance/Structure Imp		\$ -	\$ 120,500	*
Park Maintenance	\$ 120,000			
Tennis Court Maintenance	500			
42401 Memberships		\$ -	\$ 1,000	*
CAPCA (California Agricultural Production Consultants Association)	\$ 370			
P.A.P.A. (Pest Applicators Association)	30			
Other memberships	600			
42511 Equipment Rental		\$ -	\$ 5,000	*
Cost to rent infrequently used equipment.	\$ 5,000			
Total Professional/Administrative Services			\$ 134,000	
4310X Utilities		\$ -	\$ 103,000	*
Gas/Electricity	\$ 5,000			
Tennis Ct. Gas/Electricity (moved from Comm Svcs.)	3,000			
Water	94,500			
Tennis Ct. Water (moved from Comm Svcs.)	500			
43201 Property Tax		\$ -	\$ 156	*
44301 Fuel		\$ -	\$ 500	*

*Moved from the general fund commencing FY2025/26.

**AB 939 REFUSE MANAGEMENT FUND - 213
WASTE REDUCTION - 346**

EXPENDITURE SUMMARY

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	Prop to Rev	Prop to Rev
	Actual	Actual	Actual	Revised	Proposed	\$ Change	% Change
			Thru Mar-25	Budget	Budget		
Services and Supplies							
Professional & Administrative Services - 42	-	-	-	22,500	22,500	-	0%
Total Services and Supplies	-	-	-	22,500	22,500	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	122,104	131,547	101,484	162,102	164,710	2,608	2%
Legal Services - 46126	-	-	-	2,500	2,500	-	0%
Total Indirect Cost Allocations	122,104	131,547	101,484	164,602	167,210	2,608	2%
Transfers Out - 49901	-	-	-	-	-	-	0%
Total	122,104	131,547	101,484	187,102	189,710	2,608	1%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 10,000	\$ 10,000
Consulting Services	\$ 10,000	
42514 Special Department Expense	\$ 12,500	\$ 12,500
Litter pick up services	\$ 12,500	

LIGHTING & LANDSCAPE DISTRICTS FUND - 310
PUBLIC WORKS - ZONE A, PINOLE VALLEY ROAD NORTH - 347
PUBLIC WORKS - ZONE B, PINOLE VALLEY ROAD SOUTH - 348

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	30,186	11,951	5,567	56,500	56,500	-	0%
Other Operating Expenses - 43	12,128	13,794	11,457	16,695	16,695	-	0%
Total Services and Supplies	42,314	25,746	17,024	73,195	73,195	-	0%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	-	-	5,720	5,720	-	0%
Total Capital Outlay	-	-	-	5,720	5,720	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	4,160	4,160	-	4,160	4,160	-	0%
Legal Charges - 46126	210	179	207	2,100	2,100	-	0%
Total Indirect Cost Allocations	4,370	4,339	207	6,260	6,260	-	0%
Total	46,684	30,085	17,231	85,175	85,175	-	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 18,000	\$ 18,000
Contra Costa County traffic signal maintenance - Zone A	\$ 10,000		
Cal Trans traffic signal maintenance - Zone A	2,000		
Contra Costa County traffic signal maintenance - Zone B	5,000		
Cal Trans traffic signal maintenance - Zone B	1,000		
42108 Maintenance Structures/Imp		\$ 38,500	\$ 38,500
Caltrans Traffic Signal Maintenance - Zone A	3,000		
Contra Costa county Public Works Traffic Signal - Zone A	8,000		
Labor, materials and equipment for maintenance - Zone A	1,000		
Pacific Site Management - Zone A	1,500		
Caltrans Traffic Signal Maintenance - Zone B	3,500		
Contra Costa county Public Works Traffic Signal - Zone B	5,500		
Labor, materials and equipment for maintenance - Zone B	15,000		
Pacific Site Management - Zone B	1,000		
Total Professional/Administrative Services		\$ 56,500	
4310X Utilities		\$ 16,695	\$ 16,695
Water (EBMUD) - Zone A	\$ 3,800		
Electricity & Power - Zone A	4,765		
Water (EBMUD) - Zone B	2,800		
Electricity & Power - Zone B	5,330		
47202 Kaiser Medians		\$ 5,720	\$ 5,720
Capital Replacement Fund- Zone A	\$ 2,600		
PG&E Street and highway lighting - Zone B	\$ 3,120		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

**SEWER ENTERPRISE FUND - 500
SEWER TREATMENT PLANT - 641**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	1,240,620	1,348,890	1,056,915	1,430,455	1,568,445	137,990	9%
Overtime - 402	31,037	21,805	22,331	36,387	36,387	-	0%
Employee Benefits - 410	(300,601)	553,676	627,807	800,168	932,083	131,915	14%
Total Personnel	971,056	1,924,370	1,707,053	2,267,010	2,536,915	269,905	11%
Services and Supplies							
Professional & Administrative Services - 42	173,599	126,332	124,644	376,814	236,814	(140,000)	-59%
Other Operating Expenses - 43	871,960	1,022,509	713,496	785,000	860,000	75,000	9%
Materials & Supplies - 44	1,074,109	1,011,467	717,126	1,457,000	1,472,000	15,000	1%
Total Services and Supplies	2,119,668	2,160,309	1,555,266	2,618,814	2,568,814	(50,000)	-2%
Capital Outlay							
Asset Acquisition/Improvement - 47*	133,884	2,800	14,948	6,536,597	6,721,597	185,000	3%
Total Capital Outlay	133,884	2,800	14,948	6,536,597	6,721,597	185,000	3%
Indirect Cost Allocations							
Administrative Debits - 46122	216,942	231,802	191,989	294,351	328,175	33,824	10%
IS Charges - 46124	45,996	62,062	41,560	82,816	67,734	(15,082)	-22%
Legal Charges - 46126	-	-	-	15,000	15,000	-	0%
General Liability Insurance - 46201	69,389	108,914	105,098	96,941	111,665	14,724	13%
Total Indirect Cost Allocations	332,327	402,777	338,647	489,108	522,574	33,466	6%
Depreciation							
Depreciation Expense - 47401	217,997	231,922	-	-	-	-	0%
Total Depreciation	217,997	231,922	-	-	-	-	0%
Total	3,774,932	4,722,179	3,615,914	11,911,529	12,349,900	438,371	4%

*See CIP

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 125,814	\$ 45,814
PCTV quarterly subcommittee meeting	5,000		
Railroad Ave. bridge right of way study	30,000		
RO2102 Tennent Ave. Rehabilitation	814		
Sewer rate review	10,000		
42107 Equipment Maintenance		\$ 70,000	\$ 70,000
Equipment service	\$ 70,000		
42108 Maintenance Structure/Imp		\$ 78,000	\$ 48,000
Janitorial services	\$ 10,000		
Various structure refurbishment	38,000		
42109 Compliance Inspections		\$ 35,000	\$ 20,000
Public outreach materials	10,000		
Sampling and analysis	10,000		
42201 Office Expense		\$ 7,000	\$ 7,000
Miscellaneous office supplies	\$ 7,000		
4230X Travel and Training		\$ 31,000	\$ 16,000
42301 State Certified operators training	\$ 5,000		
42301 Class B Driver License Training	7,000		
42302 Mileage, Air	3,000		
42303 Meal Allowance	1,000		
42401 Memberships		\$ 20,000	\$ 20,000
Bay Area Clean Water Assoc.(BACWA)	\$ 12,000		
Joint CWEA/WEF membership	4,000		
Technical publications	4,000		

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Department Budgets – Public Works

42511 Equipment Rental	\$	10,000	\$	10,000
	\$	10,000		
Total Professional/Administrative Services				\$ 236,814
4310X Utilities	\$	785,000	\$	860,000
PG&E	\$	850,000		
EBMUD		10,000		
Total Other Operating Expenses				\$ 860,000
44301 Fuel	\$	20,000	\$	20,000
44302 Sludge Removal	\$	300,000	\$	310,000
Digester Cleaning	\$	130,000		
Sludge Disposal to Landfill		180,000		
44303 Chemicals	\$	780,000	\$	700,000
Chemicals for Plant Operations	\$	700,000		
44304 Permit Fees	\$	129,000	\$	129,000
BAAQMD	\$	16,000		
BACQA		16,000		
NPDES permit fee renewal		75,000		
Regional Monitoring of Metals (SFEI)		22,000		
44305 Laboratory Operations	\$	100,000	\$	100,000
Accelerated Chronic Toxicity Testing	\$	15,000		
Laboratory supplies		85,000		
44306 Maintenance Supplies	\$	95,000	\$	180,000
	\$	180,000		
44410 Safety Clothing	\$	33,000	\$	33,000
Laundry service for uniforms, safety shoes/boots, gloves, etc.	\$	33,000		
Total Materials and Supplies				\$ 1,472,000
47101 Equipment	\$	485,000	\$	620,000
Depreciation- Pinole only	\$	340,000		
Blower Replacement	\$	280,000		
47104 Vehicles	\$	175,000	\$	175,000
WPCP Staff Vehicle	\$	50,000		
Portable self priming pump		125,000		
47201 Improvements/Building	\$	5,770,000	\$	5,820,000
As-Built WWTP Drawings		25,000		
Boiler Rehabilitation		45,000		
Boiler Replacement		660,000		
Centrifuge Feed Pump Replacement		50,000		
Centrifuge Replacement		990,000		
Digester Feed Pump Replacement		75,000		
Energy Recovery Building and Admin Roof		80,000		
Misc. Plant Improvements		75,000		
SCADA System Upgrade		45,000		
SS2002 Water Pollution Control Plant Lab Remodel		150,000		
SS2101 Second Clarifier - Center Column Rehabilitation		425,000		
SS2102 Air Release Valve Replacement		50,000		
SS2203 Effluent Outfall Project Design		3,150,000		
47205 Improvements/Street	\$	106,597	\$	106,597
RO2102 Tennent Ave. Rehabilitation		106,597		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

SEWER ENTERPRISE FUND - 500
SEWER COLLECTION - 642

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	285,778	307,243	191,376	313,505	297,382	(16,123)	-5%
Overtime - 402	7,898	8,906	9,082	2,663	2,371	(292)	-12%
Employee Benefits - 410	162,773	180,757	134,929	264,879	219,454	(45,425)	-21%
Total Personnel	456,449	496,906	335,388	581,047	519,207	(61,840)	-12%
Services and Supplies							
Professional & Administrative Services - 42	300,267	376,941	173,500	656,650	736,650	80,000	11%
Other Operating Expenses - 43	14,297	14,488	10,742	13,500	13,500	-	0%
Materials & Supplies - 44	23,105	24,525	15,015	21,000	21,000	-	0%
Total Services and Supplies	337,669	415,955	199,257	691,150	771,150	80,000	10%
Capital Outlay							
Asset Acquisition/Improvement - 47	11,806	1,729	1,605,210	22,375,000	22,375,000	-	0%
Total Capital Outlay	11,806	1,729	1,605,210	22,375,000	22,375,000	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(111,422)	(119,817)	(89,373)	(145,456)	(130,003)	15,453	-12%
Administrative Debits - 46122	437,588	415,373	335,414	547,661	563,325	15,664	3%
IS Charges - 46124	29,940	44,476	30,143	78,446	48,768	(29,678)	-61%
Legal Charges - 46126	-	1,433	1,572	15,000	15,000	-	0%
General Liability Insurance - 46201	23,650	21,855	22,187	20,419	20,557	138	1%
Total Indirect Cost Allocations	379,756	363,319	299,942	516,070	517,647	1,577	0%
Depreciation							
Depreciation Expense - 474	146,498	171,020	-	-	-	-	0%
Total Depreciation	146,498	171,020	-	-	-	-	0%
Total	1,332,177	1,448,928	2,439,798	24,163,267	24,183,004	19,737	0%
Growth Impact Fund - 276							
Asset Acquisition/Improvement - 47*	-	-	-	600,000	-	(600,000)	-100%
Total Growth Impact Fund - 276	-	-	-	600,000	-	(600,000)	-100%

MAJOR NON-PERSONNEL EXPENSE

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 585,000	\$ 665,000
Contractors for isolated emergency repairs	\$ 50,000		
CCTV Large Sewer pipes	50,000		
Misc. Professional Services	350,000		
IN2103 Recycled Water Feasibility	80,000		
Sanitary Sewer overflow mitigation	120,000		
Sewer flow modeling	10,000		
Wildan Assessment services	5,000		
42107 Equipment Maintenance		\$ 20,000	\$ 20,000
Vehicle maintenance and repair	\$ 20,000		
42108 Maintenance Structure/Imp		\$ 2,500	\$ 2,500
	\$ 2,500		
42201 Office Expense		\$ 150	\$ 150
Office supplies, includes reprinting of map books.	\$ 150		
42301 Travel and Training		\$ 1,000	\$ 1,000
Technical training programs for sewer maintenance, confined space entry and street safety procedures.	\$ 1,000		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Public Works

42401 Memberships		\$	1,000	\$	1,000
Joint CWEA/WEF membership	\$ 765				
Technical publications	\$ 235				
42510 Software Purchase		\$	12,000	\$	12,000
Asset Management Software-annual license fee	\$ 12,000				
42511 Equipment Rent		\$	5,000	\$	5,000
	\$ 5,000				
42514 Special Department Expense		\$	30,000	\$	30,000
Maintenance materials (asphalt, concrete, pipe, hardware, etc.)	\$ 30,000				
Total Professional/Administrative Services					\$ 736,650
4310X Utilities		\$	13,500	\$	13,500
PG&E	\$ 9,000				
EBMUD	4,500				
44301 Fuel		\$	8,000	\$	8,000
44304 Permit Fee		\$	3,000	\$	3,000
SWRCB Permit Fee	\$ 3,000				
44410 Safety Clothing		\$	10,000	\$	10,000
Uniforms, coveralls, foul weather gear, gloves	\$ 10,000				
47104 Vehicles		\$	70,000	\$	70,000
PW Operations and Maintenance Service Truck	70,000				
47201 Improvements		\$ 22,305,000	\$ 22,305,000		
SS1702 Sewer Pump Rehab	\$ 7,300,000				
SS2201 Sanitary Sewer Rehabilitation	7,995,000				
SS2402 Pinon 2 Upsizing	2,960,000				
Tennent Trunk Sewer Upsize	4,050,000				
Growth Impact Fund - 276					
47207 Improvements/Sewer Lines		\$ 600,000	\$	-	

SEWER ENTERPRISE PLANT EXPANSION FUND - 503
SEWER PROJECTS - SHARED - 643

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Service and Supplies							
Professional & Administrative Services - 42	22,294	-	-	-	-	-	0%
Total Services and Supplies	22,294	-	-	-	-	-	0%
Indirect Cost Allocations							
Legal Charges - 46126	4,215	-	-	-	-	-	0%
Total Indirect Cost Allocations	4,215	-	-	-	-	-	0%
Depreciation							
Depreciation Expense - 47401	620,304	620,415	-	-	-	-	0%
Total Depreciation	620,304	620,415	-	-	-	-	0%
Total	646,813	620,415	-	-	-	-	0%
SEWER ENTERPRISE FUND - 500							
Asset Acquisition/Improvement - 47	-	-	-	85,000	85,000	-	0%
Total Sewer Enterprise Fund - 500	-	-	-	85,000	85,000	-	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
Sewer Enterprise Fund - 500		
47104 FF&E/Vehicles	\$ 85,000	\$ 85,000
Replace aging WWTP service Truck with EV	\$ 85,000	

SEWER ENTERPRISE FUND - 500
WPCP / EQUIPMENT AND DEBT SERVICE (PINOLE ONLY) - 644

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Debt Service							
Debt Principal - 48101	-	0	362,000	1,064,678	1,089,184	24,506	2%
Debt Interest - 48102	576,372	554,419	160,834	546,890	522,008	(24,882)	-5%
Total Debt Service	576,372	554,420	522,834	1,611,568	1,611,192	(376)	0%
Total	576,372	554,420	522,834	1,611,568	1,611,192	(376)	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
4810X Wastewater Revenue Bonds, Series 2016	\$ 546,890	\$ 524,568
48101 - Principal	\$ 374,560	
48102 - Interest	150,008	
4810X 2016 Clean Water State Revolving fund loan	\$ 1,064,678	\$ 1,086,624
48101 - Principal	\$ 714,624	
48102 - Interest	372,000	

COMMUNITY DEVELOPMENT

The Community Development Department is comprised of the following divisions:

- Planning;
- Building;
- Code Enforcement;
- Affordable Housing;
- Economic Development; and
- Redevelopment Successor Agency

Mission

The mission of the Community Development Department is to guide orderly growth and development in Pinole, consistent with the General Plan and priorities of the City Council, and to protect the quality of life, health, safety, and welfare of residents.

Major Services and Functions

The Planning Division administers and implements the General Plan and Zoning Code for the City. It processes land use and development applications, which include use permits, design review requests, and subdivisions. The Planning Division seeks to deliver on its mission with the highest regard for time, accuracy, completion, customer satisfaction, and overall well-being of the City consistent with local, State, and federal laws. Planning staff participate in multi-modal transportation and circulation planning. The Planning Division also leads the planning and implementation of sustainability initiatives and projects, ensuring alignment with the City's long-term environmental and policy goals.

The Building Division issues building permits and provides building, electrical, mechanical, plumbing, Title-24, and accessibility inspections for new construction, additions, and alterations of commercial, residential, and public projects to ensure a safe environment for the Pinole community. The division also performs rental housing inspections on a recurring basis and business license inspections on an as-needed basis. The division investigates citizens' complaints pertaining to construction code compliance and/or health and safety issues in a prompt and courteous manner.

The Code Enforcement Division investigates and addresses citizens' complaints of health and safety issues. These issues include blight and graffiti, abandoned vehicles, and illegal dumping. The division is complaint driven and maintains a proactive environment to help solve community problems in a collaborative and effective manner.

The Affordable Housing Division functions include ensuring that facilities that have received City financial assistance to create affordable housing units comply with affordability agreements and investing limited City affordable housing resources to provide affordable housing units and support to the homeless.

The Economic Development Division was instituted in FY 2021/22. It coordinates with the City Manager department to create economic development strategies for the City and is responsible for carrying out those strategies.

The purpose of the Redevelopment Successor Agency Division is to effectively wind down the activities of the Redevelopment Successor Agency by administering the remaining enforceable obligations.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Launched the City's new modern permitting and licensing system, replacing the outdated platform and introducing an online citizen portal for paperless permitting in Building, Planning, Public Works, and Finance, with integrated GIS and code enforcement tools.
- Continued to develop and refine forms, policies, and procedures related to building and planning permits and code enforcement processes.
- Secured a \$40,000 grant to implement automated solar permitting for residential rooftop systems and launched the City's new solar permitting software.
- Initiated vendor scanning services to support the transition to a fully paperless records system.
- Refined coordination with ConFire during the transition from Pinole Fire, specifically related to building and planning permit processing.
- Performed inspections and processed permits for major new residential development projects, including:
 - Issued a Certificate of Occupancy for Valor Village Apartments (33 units of 100% affordable housing for veterans) at 811 San Pablo.
 - Issued a Temporary Certificate of Occupancy for Vista Woods Apartments (179 units of 100% affordable housing for seniors) at 600 Roble.
 - Processed permits for the first phase of 154 condominium units at 2151 Appian Way ("Appian Village" project).
- Guided the issuance of 548 construction permits valued at over \$14 million in the first three quarters of FY 2024/25.
- Conducted 2,001 inspections across building, electrical, mechanical, plumbing, Title-24, and accessibility disciplines for residential, commercial, and public projects during the first three quarters of FY 2024/25.
- Continued implementing the GreenHalo waste tracking system, automating the verification and filing of recovery reports for 41 construction projects.
- Created and staffed a limited-term Sustainability Project Manager position to lead City sustainability initiatives.
- Secured a \$700,000 grant from the California Energy Commission (CEC) to support Phase 1 implementation of the City's Climate Action and Adaptation Plan (CAAP).

- Secured a \$7,500 Community Grant from Marin Clean Energy (MCE) to develop an express permitting system integrated with MCE programs to accelerate energy-efficiency upgrades.
- Secured a \$952,000 grant from the Metropolitan Transportation Commission (MTC) to install EV charging stations at public facilities.
- Secured a two-year staff capacity grant from the Partnership for the Bay's Future to support a Housing Fellow tasked with creating an affordable housing policy guide, launching a social impact bond and rehabilitation assistance program, and redesigning and relaunching the City's rental regulations.
- Secured \$650,000 in Prohousing Incentive Program funds from the State of California and began seeking matching funds to deposit \$1.3 million into the Low/Moderate Affordable Housing Asset Fund.
- Partnered with the Academy of Art to produce pro-bono Public Service Announcements to improve public communication on pedestrian safety, new ordinances, and wildfire preparedness.
- Joined the Brownfields Alliance with Contra Costa County and jointly applied for an EPA Brownfields Grant.
- Collaborated with the City of Hercules to apply for SB 1 grant funding to support sea level rise preparedness, including a shoreline vulnerability assessment, data collection, and a multi-jurisdictional adaptation plan.
- Continued use of a Body Worn Camera for the Code Enforcement Officer to improve transparency and support respectful public interaction.
- Developed and adopted multiple Year 1 and Year 2 Housing Element programs, including Zoning Ordinance updates, the Pinole Accessible Living Program (a no-cost permit program for universal design), and an ADU/JADU Amnesty Program.
- Conducted annual monitoring of 322 deed-restricted low- and moderate-income housing units to ensure continued compliance with affordability restrictions.
- Supported the Public Works Department with outreach and coordination for the development of the Active Transportation Plan.
- Collaborated with the Finance Department to adopt updates to Development Impact Fees.
- Supported a Planning Policy Intern to assist with Planning and Sustainability initiatives.
- Partnered with the County Sheriff's Office of Emergency Services to adopt Pinole's local annex of the Countywide Hazard Mitigation Plan.
- Partnered with the City Manager's Office and ConFire to adopt new Fire Hazard Severity Zone maps.
- Partnered with the County Department of Conservation and Development to launch the Pinole Energy Enhancement Rebate Program (PEER), offering local rebates for energy efficiency projects.
- Ensured compliance with tobacco retailer application requirements, including education and enforcement of flavored tobacco restrictions for all 21 retailers.
- Continued partnering with the Police Department to enforce code requirements for massage establishments.

- Worked with the Planning Commission to create Objective Design and Development Standards, a required Housing Element program.
- Worked with the Planning Commission to develop outdoor dining and parklet regulations.
- Opened 351 and closed 333 code enforcement cases, and performed 1,120 code enforcement inspections in the first three quarters of FY 2024/25.
- Performed proactive seasonal weed abatement activities with support from temporary code enforcement staff.

Other Council-Directed Special Projects

- Presented an Urgency Ordinance to prohibit new/expanded Service Stations
- With the City Manager's Department, supported the development of the third year of Earth Month activities and programming
- Continued the third year of administration of the Pinole Perks Community Gift Card program, which spurs the local economy
- Adopted City's first Climate Action and Adaptation Plan (CAAP) and began implementation of the Plan
- Adopted the City's Single-Use Plastic Foodware and Bag Reduction Ordinance
- Contracted for third-party Technical Assistance (TA) support to comply with the Single-Use Plastic Foodware and Bag Reduction Ordinance, and launched TA services to the business community

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Launch the PAL (Pinole Accessible Living) Program, offering permit fee waivers for accessibility modifications and hosting a six-part workshop series on universal design, home improvements, and financial resources to support aging in place for older adults and individuals with disabilities.
- Begin implementation of Year 3 and Year 4 6th Cycle Housing Element programs, including launching a home-match program, fast-track ADU program, in-lieu fee option for inclusionary housing, priority review process for affordable housing, rehabilitation assistance program, and hosting a fair housing and tenants' rights workshop.
- Continue partnership with the County Department of Conservation and Development to issue Pinole Energy Enhancement Rebates, funded through the California Energy Commission grant.
- Administer and expand the Pinole Perks Community Gift Card program to support local independent businesses and explore opportunities to grow its reach and impact.
- Support downtown activation efforts under Major Initiative 5 of the Economic Development Strategy by sponsoring business-led Night Markets, First Fridays, and other arts and culture events at Community Corner.

- Advance implementation of the Climate Action and Adaptation Plan (CAAP) by adopting reach codes for electrification, two-way AC requirements, stricter energy standards, and a long-term natural gas phase-out plan.
- Develop and launch public engagement on a proposed permanent ordinance to prohibit new or expanded service stations in the City.
- Continue supporting the Housing Fellow under a capacity grant, focused on developing an affordable housing policy guide, launching a social impact bond, supporting a rehabilitation assistance program, and redesigning and implementing rental regulations.
- Pursue additional grant funding to support implementation of the Economic Development Strategy and the Climate Action and Adaptation Plan.
- Perform inspections and process building permits for major developments, including Appian Village (154 market-rate and affordable condominiums), Pinole Vista (223 market-rate and affordable apartments), and Pinole Shores II (a 120,000-square-foot industrial building).
- Update Title 8 of the Pinole Municipal Code to reflect the 2025 Triennial Edition of the California Building Standards Code (Title 24) and any local amendments, by December 31, 2025.
- Continue education and outreach on the Single-Use Plastics Ordinance and begin formal enforcement efforts.
- Engage two summer interns—a Housing Policy & Engagement Intern and an ADU Policy & Implementation Intern—to assist with Housing Element Programs 2, 3, 4, and 8.
- Conduct community outreach and adopt both an updated Safety Element and a new Health and Environmental Justice Element of the General Plan.
- Recruit and hire an Associate Planner to increase in-house staffing capacity and reduce reliance on part-time contract staff, promoting more efficient use of City resources.
- Establish and hire a Sustainability Coordinator position to lead implementation of the Climate Action and Adaptation Plan, the Single-Use Plastics Ordinance, the Active Transportation Plan, and the rollout of the Environmentally Preferable Purchasing Policy, among other initiatives.
- Recruit and hire a Building Inspector I to expand Building Division capacity for rental housing inspections, substandard housing enforcement, and weed abatement, reducing reliance on contract services.
- Continue working with the new owner of Pinole Square (Tara Hills Safeway) to expedite redevelopment of the site.
- Collaborate with the Planning Commission to prepare and present regulations for outdoor dining and parklets for City Council consideration.
- Complete adoption of Objective Design and Development Standards, as required under the Housing Element.
- Continue evaluating updates to the General Plan, Specific Plan, Zoning Ordinance, and the Old Town Design Guidelines.

- Implement improvements to the Residential Rental Housing Inspection Program to enhance tracking, compliance, and efficiency.
- Complete the sale and transfer of the Affordable Housing Fund and Redevelopment Successor Agency surplus properties.
- Collaborate with the Community Services Department to develop a public art and mural program to enhance community identity.
- Foster a supportive and inviting climate for doing business in Pinole.

Strategic Plan Strategies

- Implement year two and year three activities of the Economic Development Strategy
- Evaluate the need to update the General Plan and Three Corridors Specific Plan Environmental Impact Report so that high-density residential projects could utilize the EIR for project-specific environmental clearances, which would encourage streamlining the rehabilitation and reuse of undeveloped or under-developed properties

Other Council-Directed Special Projects

- Complete research on options for just cause eviction regulations
- Implement a City of Pinole job fair
- Recommend options for Old Town wayfinding signage
- Conduct an electric vehicle (EV) charging station feasibility study

Significant Special Projects for FY 2026/27 through FY 2029/30

- Continue to make progress on Year 4 and Year 5 Housing Element programs
- Continue to make progress on Year 4 and Year 5 Economic Development Strategy action items
- Monitor the need, if applicable, to update the entire General Plan and Three Corridors Specific Plan
- Seek grant opportunities to help Pinole create a stronger “sense of place”
- Conclude repayment of outstanding Redevelopment Successor Agency bond obligations
- Close-out the operations of the Redevelopment Successor Agency following payment of all obligations

Major Changes in FY 2025/26 Budget

The Community Development Department budget for FY 2025/26 includes some changes relative to the FY 2024/25 budget. FY 2023/24 and FY 2024/24 was a year of finding stability in the Department following the restructuring in FY 2022/23. The restructuring served to develop efficient and thoughtful succession planning retention strategies, bring

formerly contracted out inspection services in-house and fill vacancies. The focus in FY 2025/26 will be to continue to increase staffing in order to carry out the workload assigned to Community Development, and continue to nurture stability, collegiality, and teamwork with coworkers, internal and external customers.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Community Development Director	1.00	1.00	1.00	1.00	1.00
Planning Manager	1.00	1.00	1.00	1.00	1.00
Senior Building Inspector	1.00	0.00	0.00	0.00	0.00
Building Official	0.00	1.00	1.00	1.00	1.00
Building Inspector	1.00	0.00	0.00	0.00	0.00
Building Inspector I/II	0.00	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer I/II	0.00	1.00	1.00	1.00	1.00
Permit Technician	2.00	0.00	0.00	0.00	0.00
Permit Technician I/II/III	0.00	2.00	2.00	2.00	2.00
Administrative Coordinator (shared with Public Works)	0.00	0.50	0.50	0.00	0.00
Associate Planner	0.00	0.00	0.00	1.00	1.00
Sustainability Coordinator	0.00	0.00	0.00	0.00	1.00
Total	7.00	7.50	7.50	8.00	9.00

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

COMMUNITY DEVELOPMENT BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	398,605	537,007	362,933	513,288	581,322	68,034	12%
Measure S 2014 - 106	-	10,000	29,039	87,050	20,000	(67,050)	-335%
Equipment Reserve Fund - 160	-	-	47,744	52,744	5,000	(47,744)	-955%
Building and Planning - 212	2,210,300	2,278,545	1,425,401	2,143,158	2,730,807	587,649	22%
CASp Certification and Training Fund - 226	-	1,040	398	-	-	-	0%
Housing Assets for Resale - 285	609,107	137,350	144,250	323,243	342,961	19,718	6%
Recognized Obligation Retirement Fund - 750	324,147	205,481	13,141	-	-	-	0%
Total	3,542,159	3,169,424	2,022,905	3,119,483	3,680,091	560,608	15%
EXPENDITURES BY CATEGORY							
Personnel							
Salaries & Wages - 401	611,429	919,836	778,581	991,338	1,222,002	230,664	19%
Overtime - 402	4,775	16,876	2,120	13,063	34,605	21,542	62%
Employee Benefits - 410	287,854	410,727	373,348	398,271	589,636	191,365	32%
Total Personnel	904,058	1,347,439	1,154,050	1,402,672	1,846,243	443,571	24%
Services and Supplies							
Professional & Administrative Services - 42	1,521,154	952,852	465,889	1,190,728	1,280,578	89,850	7%
Other Operating Expenses - 43	9,672	11,391	7,116	8,150	8,150	-	0%
Materials & Supplies - 44	1,563	2,810	532	7,333	6,198	(1,135)	-18%
Total Services and Supplies	1,532,389	967,053	473,537	1,206,211	1,294,926	88,715	7%
Capital Outlay							
Asset Acquisition/Improvement - 47	396,061	2,456	48,293	58,244	32,000	(26,244)	-82%
Total Capital Outlay	396,061	2,456	48,293	58,244	32,000	(26,244)	0%
Indirect Cost Allocations							
Administrative Credits - 46	(257,229)	(357,076)	(311,755)	(381,805)	(450,054)	(68,249)	15%
Administrative Debits - 46	533,309	609,873	378,513	500,127	579,806	79,679	14%
IS Charges - 46	145,013	393,936	174,868	187,655	218,927	31,272	14%
Legal Charges - 46	229,874	121,806	34,095	80,000	70,000	(10,000)	-14%
General Liability Insurance - 46	58,684	83,938	71,304	66,379	88,243	21,864	25%
Total Indirect Cost Allocations	709,651	852,477	347,025	452,356	506,922	54,566	11%
Total	3,542,159	3,169,424	2,022,905	3,119,483	3,680,091	560,608	15%
EXPENDITURES BY PROGRAM							
Development Services Planning - 461	1,213,389	1,019,067	585,899	895,693	1,328,034	437,342	33%
Development Services Building - 462	1,113,151	1,327,457	936,107	1,364,733	1,477,853	113,120	8%
Successor Agency to the Pinole Redevelopment - 463	324,147	205,481	13,141	-	-	-	0%
Housing Administration - 464	558,818	80,662	104,136	275,867	285,268	9,401	3%
Code Enforcement - 465	226,172	260,334	297,466	372,187	412,975	40,788	10%
Economic Development - 466	106,482	276,424	86,155	211,003	175,960	(35,043)	-20%
Total	3,542,159	3,169,424	2,022,905	3,119,483	3,680,091	560,608	15%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

BUILDING & PLANNING FUND - 212
DEVELOPMENT SERVICES - PLANNING - 461

EXPENDITURE SUMMARY

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	Prop to Rev	Prop to Rev
	Actual	Actual	Actual Thru Mar-25	Revised Budget	Proposed Budget	\$ Change	% Change
Personnel							
Salaries & Wages - 401	356,239	390,297	298,149	418,189	620,317	202,128	33%
Employee Benefits - 410	195,878	220,962	199,710	191,931	363,153	171,222	47%
Total Salary & Benefits	552,117	611,259	497,859	610,120	983,470	373,350	38%
Services and Supplies							
Professional & Administrative Services - 42	692,470	437,968	211,189	406,232	516,944	110,712	21%
Other Operating Expenses - 43	2,220	2,615	1,633	1,550	1,550	-	0%
Materials & Supplies - 44	831	2,055	195	1,500	1,000	(500)	-50%
Total Services and Supplies	695,521	442,638	213,018	409,282	519,494	110,212	21%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	-	-	2,000	2,000	-	0%
Total Capital Outlay	-	-	-	2,000	2,000	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(205,724)	(285,047)	(267,411)	(320,398)	(385,357)	(64,959)	17%
Administrative Debits - 46122	-	58,033	44,344	61,407	64,697	3,290	5%
IS Charges - 46124	(2,601)	38,473	10,837	11,121	5,116	(6,005)	-117%
Legal Charges - 46126	35,741	53,562	8,999	25,000	20,000	(5,000)	-25%
General Liability Insurance - 46201	22,095	33,211	29,790	27,637	43,534	15,897	37%
Total Indirect Cost Allocations	(150,488)	(101,768)	(173,442)	(195,233)	(252,010)	(56,777)	23%
Total Building and Planning Fund	1,097,149	952,129	537,435	826,169	1,252,954	426,786	34%
GENERAL FUND - 100							
Professional & Administrative Services - 42	4,599	-	-	5,000	-	(5,000)	-100%
Administrative Debits - 46122	61,351	10,249	8,350	12,148	12,387	239	2%
Total General Fund	65,951	10,249	8,350	17,148	12,387	239	2%
Housing Fund - 285							
Administrative Debits - 46122	50,289	56,689	40,114	47,376	57,693	10,317	18%
Total Housing Fund	50,289	56,689	40,114	47,376	57,693	10,317	18%
Equipment Reserve Fund - 160							
Asset Acquisition/Improvement - 47	-	-	-	5,000	5,000	-	0%
Total Equipment Reserve Fund	-	-	-	5,000	5,000	-	0%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 334,488	\$ 87,750
ECHO Fair Housing Services (HE Programs 20 & 21)	\$ 17,000		
Front Porch/Home Match Series (HE Program 11)	21,250		
Safety/EJ/Health Elmt Update	19,000		
Traffic Studies & CEQA Assistance	30,000		
Translation Services	500		
4220X Office Expense		\$ 16,000	\$ 16,000
42201 Miscellaneous office supplies	\$ 1,000		
42202 Housing Element Implementation Print Materials	5,000		
42202 Printing Notifications to the Community	5,000		
42203 Mailing Notifications to the Community	5,000		
4230X Travel and Training		\$ 16,125	\$ 14,500
42301 California APA Annual Conference (2)	\$ 1,350		
42301 League- PC Conference (5 Commissioners)	3,625		
42301 League- PC Conference (Staff) (2)	725		
42302 CA APA Conference Mileage, Toll, Air & Hotel (2)	1,200		
42302 CA League PC Conference Mileage, Toll, Air & Hotel (7)	6,000		
42303 CA APA Conference Meal Allowance	400		
42303 CA League of Cities PC Conference Meal Allowance	1,200		
42401 Memberships		\$ 1,207	\$ 1,782
American Planning Assoc (APA) (2)	\$ 1,332		
CA Chapter APA Dues (2)	450		
42504 Recruitment Costs		\$ -	\$ 200
	200		
42514 Special Department Expense		\$ 38,412	\$ 396,712
CEC Grant: Building Performance Standards	\$ 28,300		
CEC Grant: Green Workforce Development	55,000		
CEC Grant: Municipal Building Decarb	75,000		
CEC Grant: PEER Program passthrough to county	150,000		
CEC Grant: Virtual all electric concierge	35,000		
CEC Grant: Water Heater Loaner Prgm	15,000		
Publishing Legal Notices	10,000		
PCTV Planning Commission Meetings	20,412		
Meeting Minute Preparation	8,000		
Total Professional/Administrative Services			\$ 516,744
4310X Utilities		\$ 1,550	\$ 1,550
PG&E	\$ 1,400		
EBMUD	150		
44301 Fuel		\$ 1,000	\$ 1,000
44410 Safety Clothing		\$ 500	\$ -
Uniform	0		
General Fund - 100			
42514 Special Departmental		\$ 5,000	\$ -
	\$ -		
Equipment Reserve Fund - 160			
47104 Vehicles		\$ 5,000	\$ 5,000
Vehicles	\$ 5,000		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

BUILDING & PLANNING FUND - 212
DEVELOPMENT SERVICES - BUILDING DIVISION - 462

EXPENDITURE SUMMARY

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	Prop to	Prop to
	Actual	Actual	Actual	Revised	Proposed	Rev	Rev
			Thru Mar-25	Budget	Budget	\$ Change	% Change
Personnel							
Salaries & Wages - 401	221,048	439,200	362,220	476,857	500,589	23,732	5%
Overtime - 402	1,019	1,791	36	6,400	5,064	(1,336)	-26%
Employee Benefits - 410	72,318	145,721	126,073	158,650	172,463	13,813	8%
Total Salary & Benefits	294,385	586,712	488,329	641,907	678,116	36,209	5%
Services and Supplies							
Professional & Administrative Services - 42	569,655	236,604	118,219	340,163	396,530	56,367	14%
Other Operating Expenses - 43	5,607	6,603	4,126	4,500	4,500	-	0%
Materials & Supplies - 44	323	325	-	1,500	900	(600)	-67%
Total Services and Supplies	575,585	243,533	122,345	346,163	401,930	55,767	14%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	2,456	-	3,500	-	(3,500)	0%
Total Capital Outlay	-	2,456	-	3,500	-	(3,500)	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(51,504)	(72,029)	(44,344)	(61,407)	(64,697)	(3,290)	5%
Administrative Debits - 46122	112,096	175,456	124,493	176,275	208,280	32,005	15%
IS Charges - 46124	142,418	338,107	157,475	168,613	208,694	40,081	19%
Legal Charges - 46126	11,017	8,909	5,180	10,000	10,000	-	0%
General Liability Insurance - 46201	29,154	43,273	34,487	31,938	35,530	3,592	10%
Total Indirect Cost Allocations	243,180	493,716	277,291	325,419	397,807	72,388	18%
Total	1,113,151	1,326,417	887,966	1,316,989	1,477,853	160,864	11%
Equipment Reserve Fund - 160							
Asset Acquisition/Improvement - 47	-	-	47,744	47,744	-	(47,744)	0%
Total Equipment Reserve Fund	-	-	47,744	47,744	-	(47,744)	0%
CASp Certification and Training Fund							
Professional & Administrative Services - 42	-	1,040	398	-	-	-	0%
Total CASp Certification and Training	-	1,040	398	-	-	-	0%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 307,590	\$ 345,000
Backfill Inspector and tech staff	\$ 20,000		
Contract PC- Phase 2 Appian Village	58,500		
Contract PC- Pinole Shores II	26,000		
Contract Plan Check: Other Routine	65,000		
PAL (accessibility Program Building Permit Waivers	20,000		
Rental Inspection Services	155,000		
Translation Services	500		
42106 Software Maintenance		\$ 8,888	\$ -
BlueBeam Annual Maintenance	\$ -		
Green Halo (Waste Tracking)	-		
R.S. Means (Valuation)	-		
42107 Equipment Maintenance		\$ 1,000	\$ 1,000
Equipment and vehicle maintenance	\$ 1,000		
42108 Building-Structure Maintenance		\$ 1,000	\$ 1,000
42201 Office Expense		\$ 3,000	\$ 1,000
Miscellaneous Office Expenses	\$ 1,000		
4230X Travel and Training		\$ 10,875	\$ 10,300
42301 CALBO Business Meeting (Spring)	\$ 750		
42301 CALBO Education Week (Fall)	3,825		
42301 CASp Certification	-		
42301 Other Educational/Training	-		
42302 CALBO Business Meeting Air & Hotel	1,000		
42302 CALBO Education Week Hotel	3,750		
42302 CALBO Education Week Parking and Mileage	375		
42303 Travel and Training/M meal Allowance	600		
42401 Memberships		\$ 730	\$ 800
California Building Officials (CALBO)	\$ 260		
Electrical Inspectors IAEI	120		
Mechanical and Plumbing Officials (IAMPO)	250		
ICC (General & Local)	170		
42402 Subscriptions		\$ 2,080	\$ 2,430
CALDAG (AD) Publication	\$ 80		
Construction Costing Publications	500		
New Code Books for 2025 Code	1,600		
Permit Tech Publications	250		
42501 Bank Fees		\$ 5,000	\$ 5,000
Credit card charges	\$ 5,000		
42510 Software Purchase		\$ -	\$ 30,000
Rental Registry Software	\$ 30,000		
Total Professional/Administrative Services			\$ 396,530
4310X Utilities		\$ 4,500	\$ 4,500
PG&E	\$ 4,000		
EBMUD	500		
44410 Safety Clothing		\$ 1,500	\$ 900
Small tools	\$ 500		
Uniform	400		
47107 Furniture		\$ 2,000	\$ -
Ergonomic Chairs	\$ 1,000		
Standing Desk	1,000		
47106 Computer Equipment (not-capitalized)		\$ 1,500	\$ -
Tablet for Inspector	\$ -		

RECOGNIZED OBLIGATION RETIREMENT FUND - 750
SUCCESSOR AGENCY TO THE PINOLE REDEVELOPMENT AGENCY - 463

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	76,932	14,946	7,985	-	-	-	0%
Other Operating Expenses - 43	-	-	-	-	-	-	0%
Total Services and Supplies	76,932	14,946	7,985	-	-	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	177,758	167,532	-	-	-	-	0%
Legal Charges - 46126	69,457	23,004	5,156	-	-	-	0%
Total Indirect Cost Allocations	247,215	190,536	5,156	-	-	-	0%
Total	324,147	205,481	13,141	-	-	-	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ -	\$ -
Amerinational Loan Servicing	\$ -	
Auditing Services	-	
Bond Indenture Fees	-	
HDL Financial Reporting	-	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

HOUSING ASSETS FUND - 285
HOUSING ADMINISTRATION - 464

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	38,693	30,203	68,594	200,871	184,115	(16,756)	-9%
Other Operating Expenses - 43	1,844	2,173	1,357	2,100	2,100	-	0%
Total Services and Supplies	40,538	32,376	69,950	202,971	186,215	(16,756)	-9%
Indirect Cost Allocations							
Administrative Debits - 46122	48,001	43,881	34,186	52,896	54,053	1,157	2%
Legal Charges - 46126	74,219	4,405	-	20,000	20,000	-	0%
Asset Acquisition/Improvement - 47	396,061	-	-	-	25,000	25,000	100%
Total Indirect Cost Allocations	518,281	48,286	34,186	72,896	99,053	26,157	26%
Total	558,818	80,662	104,136	275,867	285,268	9,401	3%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 200,871	\$ 184,115
Affordable Housing Loan Coordination (resale/refi)	\$ 8,000	
Affordable Housing NOFA	88,645	
Compliance Monitoring (23-24)	38,495	
ECHO Fair Housing (HE Program 20&21)	3,000	
Front Porch/Home Match Services (HE Program 11)	3,750	
Housing Fund Consultation Services	5,500	
Housing Successor Annual Report	6,725	
Hsg Policy & In-Lieu Fee- Inclusionary Hsg	30,000	
4310X Utilities	\$ 2,100	\$ 2,100
PG&E	\$ 2,000	
EBMUD	100	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

**GENERAL FUND - 100
CODE ENFORCEMENT - 465**

EXPENDITURE SUMMARY

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	Prop to Rev	Prop to Rev
	Actual	Actual	Actual Thru Mar-25	Revised Budget	Proposed Budget	\$ Change	% Change
Personnel							
Salaries & Wages - 401	34,142	90,340	118,213	96,292	101,096	4,804	5%
Overtime - 402	3,756	15,085	2,084	6,663	29,541	22,878	77%
Employee Benefits - 410	19,658	44,044	47,565	47,690	54,020	6,330	12%
Total Salary & Benefits	57,556	149,468	167,861	150,645	184,657	34,012	18%
Services and Supplies							
Professional & Administrative Services - 42	116,230	50,575	16,805	78,783	69,530	(9,253)	-13%
Materials & Supplies - 44	409	430	337	4,333	4,298	(35)	-1%
Total Services and Supplies	116,639	51,005	17,142	83,116	73,828	(9,288)	-13%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	-	550	-	-	-	0%
Total Capital Outlay	-	-	550	-	-	-	0%
Indirect Cost Allocations							
Administrative Debits - 46122	-	3,551	83,571	98,701	120,195	21,494	18%
IS Charges - 46124	5,196	17,355	6,555	7,921	5,116	(2,805)	-55%
Legal Charges - 46126	39,347	31,501	14,761	25,000	20,000	-	0%
General Liability Insurance - 46201	7,435	7,454	7,026	6,804	9,179	2,375	26%
Total Indirect Cost Allocations	51,977	59,861	111,913	138,426	154,490	16,064	10%
Total	226,172	260,334	297,466	372,187	412,975	40,788	10%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 53,488	\$ 28,480
PT CEO & Swag Tobacco (grant funded) Year 1 of 2	\$ 18,480	
Show Cause Hearings	9,000	
Translation Services	1,000	
4220X Office Expense	\$ 11,000	\$ 8,000
42201 Misc. Office Expense	\$ 1,000	
42202 Fire Seasonal Postcard	5,000	
42202 General Educational Materials	2,000	
4230X Travel & Training	\$ 3,700	\$ 2,750
42301 CEOSF Conference/Training Registration	\$ -	
42301 ICC Conference/Training Registration	250	
42301 WICED Conference/Training Registration	-	
42302 AACE Lodging and Travel	-	
42302 CACEO Lodging and Travel	2,000	
42302 CEOSF Lodging and Travel/Trainings	-	
42302 WICED Lodging and Travel	-	
42303 Meal Allowance	500	
42401 Memberships	\$ 595	\$ 300
AACE Membership	\$ -	
CACEO Membership	100	
CEOSF Membership	-	
ICC Membership	200	
WICED Membership	0	
42512 Abatement	\$ 10,000	\$ 30,000
Abatement Services	\$ 30,000	
44301 Fuel	\$ 2,000	\$ 2,000
	\$ 2,000	
44410 Safety Clothing	\$ 2,333	\$ 2,298
Body Worn Cammera	\$ 1,333	
Officer Uniform (polos)	200	
Safety PPE: Vest, Coveralls, Respirator	765	

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Development

GENERAL FUND - 100
ECONOMIC DEVELOPMENT - 466

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	22,575	171,516	13,660	72,629	93,459	20,830	22%
Total Services and Supplies	22,575	171,516	13,660	72,629	93,459	20,830	22%
Indirect Cost Allocations							
Administrative Debits - 46122	83,814	94,481	43,457	51,324	62,501	11,177	18%
Legal Charges - 46126	93	426	-	-	-	-	0%
Total Indirect Cost Allocations	83,907	94,907	43,457	51,324	62,501	11,177	18%
Total	106,482	266,424	57,117	123,953	155,960	32,007	21%

MEASURE S - 2014 FUND - 106

Professional & Administrative Services - 42	-	10,000	29,039	87,050	20,000	(67,050)	-335%
Total	-	10,000	29,039	87,050	20,000	(67,050)	-335%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 50,975	\$ 85,000
Economic Development - Staff Support	\$ 80,000	
Economic Development CRM Software	5,000	
4230X Travel and Training	\$ 1,595	\$ -
42301 CALED Annual Training Conference Registration	\$ -	
42301 ICSC Registration	-	
42302 CALED Air/Hotel	0	
42302 ICSC Hotel/Air	0	
42401 Memberships	\$ 8,059	\$ 6,459
CALED Annual Membership	\$ 350	
Chamber of Commerce Community Champion Sponsorship	2,500	
East Bay EDA	3,409	
Inter'l Council of Shopping Centers	200	
42403 Advertising	\$ 12,000	\$ 2,000
Advertising (general and industry-specific)	\$ 2,000	
Marketing Materials	-	
Printing & Postage	-	

MEASURE S - 2014 FUND - 106

42101 Professional Services	\$ 87,050	\$ 20,000
Business Development/Community Help Reserve	\$ 10,000	
Revitalization Reserve	10,000	
<i>(Moved from Planning Division FY23/24)</i>		

COMMUNITY SERVICES

The City of Pinole is dedicated to enhancing community well-being and quality of life through a wide array of programs, facilities, and services that support residents of all ages. The City's Recreation, Library, and Animal Services Divisions work collaboratively to provide inclusive and engaging opportunities that foster community pride, wellness, and lifelong learning. The Community Services Department is comprised of the following divisions and services:

- Recreation
 - Administration
 - Community Events
 - Contra Costa County Library
 - Animal Services
 - Recreation Classes
 - Pacific Coast & Farmers Market Association
 - Tiny Tots
 - Youth Center
 - Senior Center
 - Swim Center
 - Facility & Parks
 - Field and Courts

Mission

The mission of the Community Services Department is to enrich the lives of the diverse Pinole community by providing high-quality recreation and quality of life programs for residents of all ages.

Major Services and Functions

Recreation Division

The Recreation Division offers diverse programming and services that support youth development, active living, cultural enrichment, and community connection. Services are delivered through the following program areas:

Administration

The City hosts a variety of community-wide events throughout the year to bring residents together, celebrate local culture, and strengthen neighborhood connections. Events such as seasonal festivals, outdoor movie nights, parades, and holiday celebrations are family-friendly and inclusive for all ages. The division contracts with local organizations to provide animal, library, and farmers market services. The administration division also provides services through contracts for youth, adult, and senior activities and programs. The Library and Animal Services Division oversees the agreements that the City has with the County Library and County Animal Services through which the County provides library and animal services in Pinole. Public library services in the City are provided by the Contra

Costa County Library system. (Just one city in the County, Richmond, has its own municipal library system.) The County provides library services to residents of Pinole at the Pinole branch library located on Pinole Valley Road. The branch library building was constructed by and is owned by the County. The County provides a baseline level of weekly open hours and charges the City for the maintenance of the building. (Most other cities in the County have constructed their own building to house their branch library.) The County Animal Services Department provides animal control services to the City's residents, for which the County charges the City a fee.

- **Tiny Tots**

This early childhood program offers a safe, nurturing environment in a dedicated facility for preschool-aged children to learn, socialize, and grow. Through structured play, creative activities, and early learning curriculum, the Tiny Tots program supports school readiness and developmental milestones.

- **Youth Center**

The Youth Center provides a supervised, welcoming space for local teens and pre-teens to engage in after-school and school break activities, enrichment programs, leadership development, and recreational opportunities. The center also promotes positive social interaction.

- **Senior Center**

The Senior Center offers a vibrant hub for adults aged 50 and over to stay active, connected, and engaged. Programs include fitness classes, wellness services, hobby groups, social events, and nutritional meal services, all aimed at promoting independence and healthy aging.

- **Swim Center**

The Swim Center serves as a community resource for aquatic recreation, swim lessons, fitness programs, and swim team training. The facility supports water safety education and provides access to swimming for youth and adult age groups. The Swim Center is owned by the city. The City currently contracts with the Pinole Seals for them to program programs and lessons. The Pinole Seals open the pool for community use during spring and summer months and conducts practices of their swim team.

- **Facility Rentals**

The City provides access to a variety of indoor and outdoor spaces for public and private use, including community rooms, banquet halls, and park picnic sites. Facility rentals are available for events such as weddings, meetings, celebrations, and recreational programs. In addition, the division oversees the City's Memorial Hall building which is used as a theater space for educational programs run by the Pinole Community Players community theater group as well as the Players' theatric productions. The city leases the building to the Players for these uses.

- **Parks**

Pinole maintains a network of public parks that offer green space, playgrounds, picnic areas, walking trails, and open areas for community gatherings. Parks are designed to enhance outdoor recreation and environmental appreciation. This division includes park rules and policies, park reservations, and park maintenance and development.

- **Fields and Courts**

The City provides athletic fields and courts to support organized sports leagues, recreational play, and fitness activities. Facilities include baseball and soccer fields, basketball and tennis courts, and multi-use areas maintained for safety and quality use.

FY 2024/25 Key Accomplishments

Baseline Work (Including Staff-Initiated Special Projects)

- Increased enrollment in the Tiny Tots early childhood program.
- Upgraded and improved the control system at the Swim Center to enhance operations and user experience.
- Updated Park rules and replaced signage at all parks.
- Expanded community event offerings with the addition of the Holiday Breakfast, Glow Pinole, and the Shop and Stroll feature during the Tree Lighting celebration.
- Partnered with the West Contra Costa Youth Soccer League to secure a significant donation for the rehabilitation of the Wright Soccer Field at Pinole Valley Park.
- Expanded program offerings and activities for youth, adults, and seniors to better meet community needs.
- Reopened City facilities for public rentals and community programming following pandemic-related closures.
- Increased field rentals through amenity improvements, including upgraded lighting and field maintenance at Fernandez Park.
- Enhanced safety and visibility at Fernandez Park by trimming trees and improving sightlines for park users.
- Streamlined the registration process to provide easier and more accessible enrollment for community programs and services.
- Successfully filled the Community Services Coordinator position at the Senior Center to support senior programs and services.
- Responded promptly to roof leaks at the Senior Center by issuing an emergency contract and completing a full roof replacement.
- Replaced the failing HVAC system at the Senior Center, restoring proper climate control and ensuring a comfortable environment for facility users.

Capital Improvement Plan (CIP) Projects

- FA2202 Senior Center Modernization was completed with the roof replacement and HVAC system.
- PA1901 Pinole Valley Park Soccer Field Rehabilitation was completed with the community donation received by West Contra Costa Youth Soccer League.

FY 2025/26 Key Priorities and Projects

Baseline Work (Including Staff-Initiated Special Projects)

- Continue partnership with the Contra Costa and Solano Food Bank to provide food resources to the community.
- Fill vacant positions throughout the department.
- Continue to review and expand community events to increase participation.
- Resume special luncheons at the Senior Center.
- Increase youth programming in partnership with the local schools.
- Increase contract classes for youth, adult, and senior offerings.
- Collaborate with local organizations to expand programs and services.
- Repair tiny tot facility by replacing floor and building.

Capital Improvement Plan (CIP) Projects

- Swim Center Upgrades
- Tiny Tot Floor and Painting
- Senior Center Flooring Upgrade

Significant Special Projects for FY 2026/27 through FY 2029/30

- Implement new recreation registration software.
- Improvements to Dog Park
- Improvement to Caretakers House
- Tiny Tot Building Improvements
- Swim Center Pump Room Projects
- Senior Center Flooring Project and Improvements

Major Changes in FY 2025/26 Budget

The Community Services Department budget for FY 2025/26 does not include any significant changes relative to the FY 2024/25 budget.

Position Summary

Position	2021/22	2022/23	2023/24	2024/25	2025/26
Community Services Director	1.00	1.00	1.00	1.00	1.00
Recreation Manager	1.00	1.00	1.00	1.00	1.00
Food Services Specialist	0.00	0.00	0.00	0.75	0.75
Cook, <i>part-time/regular</i>	0.75	0.75	0.75	0.00	0.00
Recreation Coordinator	2.60	3.50	3.50	3.50	4.00
Recreation Leader	2.88	2.88	2.88	3.51	3.51
Recreation Leader (Tiny Tots)	1.13	1.13	1.13	0.00	0.00
Rental Facility Custodian, <i>part-time/temporary</i>	1.65	1.65	1.65	1.65	1.65
Senior Recreation Leader	1.50	1.50	1.50	2.00	2.00
Total	12.51	13.41	13.41	13.41	13.91

*Pinole Community Television Staff moved to the City Manager's division effective FY 2024/25.

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

COMMUNITY SERVICES BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	352,653	325,040	197,476	426,865	432,367	5,502	1%
Measure S 2014 - 106	12,600	739	8,834	32,968	15,300	(17,668)	-115%
Equipment Reserve Fund - 160	-	-	23,872	23,872	-	(23,872)	0%
Recreation Fund - 209	1,574,967	1,894,085	1,718,914	2,603,806	2,359,513	(244,293)	-10%
Total	1,940,219	2,219,864	1,949,097	3,087,511	2,807,180	(280,331)	-10%

EXPENDITURES BY CATEGORY

Personnel

Salaries & Wages - 401	605,263	741,348	599,315	1,003,473	986,653	(16,820)	-2%
Overtime - 402	51	0	1,665	0	0	-	0%
Employee Benefits - 410	235,608	299,306	290,873	394,719	425,576	30,857	7%
Total Personnel	840,923	1,040,654	891,853	1,398,192	1,412,229	14,037	1%

Services and Supplies

Professional & Administrative							
Services - 42	736,290	772,328	517,096	896,069	957,994	61,926	6%
Other Operating Expenses - 43	238,907	217,648	164,638	247,732	191,736	(55,996)	-29%
Materials & Supplies - 44	4,714	7,829	7,070	7,261	10,050	2,789	28%
Total Services and Supplies	979,910	997,805	688,804	1,151,062	1,159,780	8,719	1%

Capital Outlay

Asset Acquisition/Improvement - 47	14,639	29,070	234,580	343,390	50,300	(293,090)	-583%
Total Capital Outlay	14,639	29,070	234,580	343,390	50,300	(293,090)	-583%

Indirect Cost Allocations

Administrative Credits - 46	(46,326)	(19,458)	-	-	-	-	0%
Administrative Debits - 46	24,836	-	-	-	18,417	28,649	156%
IS Charges - 46	70,113	85,005	61,813	131,321	93,637	(37,684)	-40%
Legal Charges - 46	7,057	14,137	5,212	1,750	4,500	2,750	61%
General Liability Insurance - 46	49,067	72,676	66,836	61,796	68,316	6,520	10%
Total Indirect Cost Allocations	104,748	152,360	133,860	194,867	184,870	235	0%

Total	1,940,219	2,219,889	1,949,097	3,087,511	2,807,180	(280,331)	-10%
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EXPENDITURES BY PROGRAM

Recreation Administration - 551	890,764	709,486	853,745	1,104,489	970,573	(133,916)	-14%
Senior Center - 552	513,092	541,257	375,750	677,444	565,670	(111,774)	-20%
Tiny Tots - 553	159,932	201,757	177,859	295,065	278,667	(16,398)	-6%
Youth Center - 554	183,132	213,701	203,480	381,607	343,042	(38,565)	-11%
Swim Center - 557	181,576	226,884	142,689	205,540	220,360	14,820	7%
Memorial Hall - 558	7,173	3,554	-	-	-	-	0%
Tennis - 559	4,550	-	-	-	-	-	0%
Library Services - 560	-	158,796	95,962	202,430	202,430	-	0%
Animal Control Services - 561	-	164,428	99,612	220,935	226,437	5,502	2%
Total	1,940,219	2,219,864	1,949,097	3,087,511	2,807,180	(280,331)	-10%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

RECREATION FUND - 209
RECREATION ADMINISTRATION - 551

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	301,114	370,943	312,529	417,736	424,413	6,677	2%
Employee Benefits - 410	94,250	124,130	158,348	172,671	222,879	50,208	23%
Total Personnel	395,364	495,073	470,877	590,407	647,292	56,885	9%
Services and Supplies							
Professional & Administrative Services - 42	69,877	105,095	83,934	153,266	176,411	23,145	13%
Materials and Supplies - 44	-	25	-	-	-	-	0%
Total Services and Supplies	69,877	105,121	83,934	153,266	176,411	23,145	13%
Indirect Cost Allocations							
Admin Credits - 46121	(21,490)	(19,458)	-	-	-	-	0%
IS Charges - 46124	70,113	85,005	61,813	131,321	93,637	(37,684)	-40%
Legal Charges - 46126	2,909	10,472	4,616	-	2,000	2,000	100%
General Liability Insurance - 46201	21,338	31,391	28,447	26,239	29,316	3,077	10%
Total Indirect Cost Allocations	72,870	107,411	94,876	157,560	143,370	(14,190)	-10%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	66	169,450	167,050	-	(167,050)	-100%
Total Capital Outlay	-	66	169,450	167,050	-	(167,050)	-100%
Total	538,111	707,670	819,137	1,068,283	967,073	(101,210)	-10%
General Fund 100							
Professional & Administrative Services - 42	352,653	1,816	1,902	3,500	3,500	-	0%
Total General Fund	352,653	1,816	1,902	3,500	3,500	-	0%
Measure S-2014 Fund - 106							
Asset Acquisition/Improvement - 47	-	-	8,834	8,834	-	(8,834)	-100%
Total Measure S-2014 Fund	-	-	8,834	8,834	-	(8,834)	-100%
Equipment Reserve Fund 160							
Asset Acquisition/Improvement - 47	-	-	23,872	23,872	-	(23,872)	-100%
Total Equipment Reserve Fund	-	-	23,872	23,872	-	(23,872)	-100%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 1,181	\$ 1,181
Broadcast Music/ASCAP Services	\$ 1,181		
42201 Office Expense		\$ 1,500	\$ 1,500
Office Supplies	\$ 1,500		
4230X Travel, Training & Meeting Costs		\$ 13,300	\$ 6,700
Travel & Training/Conf-Registration	\$ 3,300		
Travel & Training/Mileage, Air	3,000		
Travel & Training/Meal Allowance	400		
42401 Memberships		\$ 1,030	\$ 1,030
CPRS Memberships (2)	\$ 330		
NRPA Membership	700		
42501 Bank Fees		\$ 750	\$ -
42510 Software purchase		\$ -	\$ 3,200
Department Software	\$ 3,200		
42514 Special Department Expense		\$ 34,955	\$ 24,600
Activity Guide, Postcard, Postage	\$ 20,000		
Event Table Materials	2,000		
Postage Machine	100		
Staff and volunteer T-Shirts	2,500		
42515 Special Events		\$ 100,550	\$ 138,200
Centenarian Program	\$ 500		
City's Support to the Annual Car Show	30,000		
Community Events Organized by Private Groups	5,000		
Community Service Day	2,000		
Earth Day	5,000		
Egg Hunt	5,000		
Expenses for Movies and Sounds in the Park	12,000		
Glow Pinole	1,200		
Holiday Breakfast	2,500		
July 4th Event	55,000		
National Night Out Support	1,000		
Other related expenses for events or Commissions	500		
Pride Event	10,000		
Tree Lighting	8,000		
United Against Hate Week	500		
General Fund 100			
42511 Equipment Rent		\$ 3,500	\$ 3,500
Restroom Services Farmers Market & PVP	\$ 3,500		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

RECREATION FUND - 209
SENIOR CENTER - 552

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	136,145	161,286	92,519	236,857	222,102	(14,755)	-7%
Overtime - 402	51	-	447	-	-	-	0%
Employee Benefits - 410	58,315	68,512	35,957	77,485	61,621	(15,864)	-26%
Total Personnel	194,511	229,797	128,923	314,342	283,723	(30,619)	-11%
Services and Supplies							
Professional & Administrative Services - 42	102,225	80,850	58,069	74,654	109,255	34,601	32%
Other Operating Expenses - 43	188,366	188,469	142,436	195,976	151,286	(44,690)	-30%
Materials & Supplies - 44	214	3,580	2,983	2,711	4,800	2,089	44%
Total Services and Supplies	290,806	272,899	203,488	273,341	265,341	(8,000)	-3%
Capital Outlay							
Asset Acquisition/Improvement - 47	483	20,884	26,902	74,500	-	(74,500)	-100%
Total Capital Outlay	483	20,884	26,902	74,500	-	(74,500)	-100%
Indirect Cost Allocations							
Legal Charges - 46126	3,238	781	596	500	1,000	500	50%
General Liability Insurance - 46201	11,454	16,896	15,842	14,761	15,606	845	5%
Total Indirect Cost Allocations	14,692	17,677	16,438	15,261	16,606	1,345	8%
Total	500,492	541,257	375,750	677,444	565,670	(111,774)	-20%
MEASURE S - 2014 FUND - 106							
Professional & Administrative Services - 42	531	-	-	-	-	-	0%
Asset Acquisition/Improvement - 47	12,069	-	-	-	-	-	0%
Total	12,600	-	-	-	-	-	0%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 3,155	\$ 36,200
Instructor Payments	\$ 20,000		
Staff Training	2,000		
Tour Payment-Senior Trips	13,500		
Westcat Tickets	700		
42107 Equipment Maintenance		\$ 6,150	\$ 22,200
Center Maint. Snack Bar	\$ 1,000		
Fire extinguisher maintenance and inspection fee	1,000		
Kitchen Maintenance: Replacement	13,400		
Pool Table Maintenance	2,400		
Refrigerator/freezer maintenance	2,000		
Trap Service	2,400		
42108 Maintenance Structure/Imp		\$ 44,208	\$ 40,740
Electrical Supplies	\$ 800		
HVAC Service	5,000		
Janitorial	20,600		
Key Pad/Alarm Service	2,000		
Landscape Maintenance	3,200		
Pest Control Services	2,140		
Plumbing Supplies	2,000		
Sanitary/Cleaning Supplies	5,000		
42201 Office Expense		\$ 1,200	\$ 6,000
42201 Office supplies, paper flyers, and tickets	\$ 2,000		
42202 Printing & Binding	4,000		
4230X Travel & Training		\$ 3,945	\$ 200
Annual Conferences and Trainings	\$ 200		
Travel & Training/Mileage, Air	-		
Travel & Training/M Meal Allowance	-		
42401 Memberships		\$ 286	\$ 165
CPRS Membership	\$ 165		
42501 Bank Fee		\$ 2,400	\$ -
42510 Software Purchase		\$ -	\$ -
Zoom	\$ -		
42514 Special Department Expense		\$ 311	\$ -
Inspection fees	\$ -		
42515 Special Events		\$ 13,000	\$ 3,750
Holiday Craft Fair	\$ 750		
Misc. Events	3,000		
Total Professional/Administrative Services			\$ 109,255

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

4310X Utilities		\$ 62,000	\$ 67,000
Gas and Electric	\$ 47,000		
Water	20,000		
4320X Taxes		\$ 10,756	\$ 10,756
Taxes/Property Tax	\$ 10,756		
43802 Class Fees		\$ 15,000	\$ -
Instructor Fees	\$ -		
43803 Personal Service		\$ 500	\$ -
WestCat tickets (reimbursed when sold)	\$ -		
43804 Food Program		\$ 65,000	\$ 65,000
Food Expense	\$ 50,160		
Kitchen Maintenance	13,400		
Snack Bar	1,440		
43805 Travel		\$ 16,000	\$ -
American Stage Tour Payment	\$ -		
Premier Tour Payment	-		
43808 Gift Shop Sales		\$ 1,500	\$ -
43809 Newsletter		\$ 8,540	\$ 3,550
Newsletter monthly postage	\$ 3,250		
Newsletter annual bulk mail	300		
43810 Center Maintenance		\$ 9,200	\$ -
Center deep clean	\$ -		
Kitchen janitorial service (12)	-		
Misc. center maintenance	-		
Trap Service	-		
43811 Supplies		\$ 2,500	\$ -
Misc. Program Supplies & PPE	\$ -		
43813 Membership Events		\$ 4,980	\$ 4,980
	\$ 4,980		
Total Other Operating Expenses			\$ 151,286
44304 Permit Fee		\$ 1,711	\$ 2,800
Health Permit	\$ 2,800		
44306 Maintenance Supplies		\$ 1,000	\$ 2,000
	\$ 2,000		
4710X Furniture Fixtures & Equipment		\$ 2,500	\$ -
47101 SC Renovation Project: Kitchen Equipment Replacement (carryforward)	\$ -		
47105 Other Misc. Equipment	-		
47105 2 Laptops and Scanner for Front Desk	-		
47201 Improvements/Building		\$ 72,000	\$ -
SC Renovation Project: Main Hall Flooring (carryforward)	\$ -		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

RECREATION FUND - 209
TINY TOTS - 553

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	88,594	105,634	100,930	134,278	141,247	6,969	5%
Overtime - 402	-	-	385	-	-	-	0%
Employee Benefits - 410	39,753	54,761	52,096	82,895	76,017	(6,878)	-9%
Total Personnel	128,347	160,395	153,411	217,173	217,264	91	0%
Services and Supplies							
Professional & Administrative Services - 42	20,893	28,521	14,439	30,516	33,434	2,918	9%
Other Operating Expenses - 43	2,734	1,833	1,820	5,386	2,750	(2,636)	-96%
Materials and Supplies - 44	204	141	51	100	-	(100)	-100%
Total Services and Supplies	23,831	30,495	16,310	36,002	36,184	182	1%
Capital Outlay							
Asset Acquisition/Improvement - 47	2,087	424	-	10,000	-	(10,000)	-100%
Total Capital Outlay	2,087	424	-	10,000	-	(10,000)	-100%
Indirect Cost Allocations							
Legal Charges - 46126	-	1,064	-	250	500	250	50%
General Liability Insurance - 46201	5,667	8,641	8,138	7,506	9,419	1,913	20%
Total Indirect Cost Allocations	5,667	9,705	8,138	7,756	9,919	2,163	22%
Total	159,932	201,018	177,859	270,931	263,367	(7,564)	-3%
MEASURE S - 2014 FUND - 106							
Asset Acquisition/Improvement - 47	-	739	-	24,134	15,300	(8,834)	-58%
Total	-	739	-	24,134	15,300	(8,834)	-58%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42107 Equipment Maintenance		\$ 300	\$ 400
Copier and other equipment maintenance	\$ 400		
42108 Maintenance Structure/Imp		\$ 16,670	\$ 22,250
Alarm Monitoring	\$ 1,350		
Building Maintenance	500		
Countertops	5,000		
HVAC Maintenance	300		
Janitorial (3 times weekly and annual deep clean)	6,800		
Landscape Maintenance	3,400		
Pest Control	1,000		
Playground Wood Chip Refreshment (Spring)	3,900		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

42201 Office Expense		\$ 1,500	\$ 2,650
Toner, ink, other office supplies	\$ 2,650		

4230X Travel & Training		\$ 2,900	\$ 2,900
Annual Conferences and Trainings	\$ 600		
CPRS Airfare	500		
CPRS Hotel	1,500		
Travel & Training/Meal Allowance	300		

42401 Memberships		\$ 234	\$ 234
CPRS Membership	\$ 165		
NAEYC Membership	69		

42501 Bank Fees		\$ 4,200	\$ -
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42514 Special Department Expense		\$ 4,712	\$ 5,000
Holiday paper and craft supplies	\$ 650		
Paper and craft supplies	1,850		
Toy replacement	2,000		
T-Shirt fundraiser	500		

Total Professional/Administrative Services \$ 33,434

4310X Utilities		\$ 1,700	\$ 2,750
Gas and Electric	\$ 2,500		
Water	250		

43201 Property Tax		\$ 3,686	\$ -
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44306 Maintenance Supplies		\$ 100	\$ -
Misc. Maintenance Supplies	\$ -		

4710X Furniture Fixtures & Equipment		\$ 10,000	\$ -
42101 Alarm System Upgrade	\$ -		

MEASURE S - 2014 FUND - 106

47103 FF&E/Furniture		\$ 2,400	\$ 2,400
Tiny Tots outdoor shade (<i>carryforward</i>)	\$ 2,400		

47201 Improvements/Building		\$ 21,734	\$ 12,900
Restroom Walls/Floor Repair/Replace (<i>carryforward</i>)	\$ 11,000		
Tiny Tots Countertop (<i>carryforward</i>)	1,900		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

**RECREATION FUND - 209
YOUTH CENTER - 554**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Personnel							
Salaries & Wages - 401	79,409	103,486	93,338	214,602	198,891	(15,711)	-8%
Overtime - 402	-	-	833	-	-	-	0%
Employee Benefits - 410	43,291	51,904	44,472	61,668	65,059	3,391	5%
Total Personnel	122,700	155,389	138,642	276,270	263,950	(12,320)	-5%
Services and Supplies							
Professional & Administrative Services - 42	32,116	37,056	40,886	58,477	39,417	(19,060)	-48%
Other Operating Expenses - 43	15,780	4,673	7,712	16,370	7,700	(8,670)	-113%
Materials & Supplies - 44	1,508	220	1,793	1,700	2,500	800	32%
Total Services and Supplies	49,404	41,949	50,391	76,547	49,617	(26,930)	-54%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	438	37	15,000	15,000	-	0%
Total Capital Outlay	-	438	37	15,000	15,000	-	0%
Indirect Cost Allocations							
Administrative Credits - 46121	(24,836)	-	-	-	-	-	0%
Administrative Debits - 46122	24,836	-	-	-	-	-	0%
Legal Charges - 46126	420	177	-	500	500	-	0%
General Liability Insurance - 46201	10,609	15,747	14,409	13,290	13,975	685	5%
Total Indirect Cost Allocations	11,029	15,924	14,409	13,790	14,475	685	5%
Total	183,132	213,701	203,480	381,607	343,042	(38,565)	-11%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 15,760	\$ 5,000
Youth Camp Instructors	\$ 5,000		
42107 Equipment Maintenance		\$ 1,300	\$ 1,300
Other Vehicle Maintenance	\$ 1,000		
Oil Changes (4)	300		
42108 Maintenance Structure/Imp		\$ 29,442	\$ 27,042
Building Maintenance	\$ 10,000		
Elevator Service call	600		
Fire Extinguisher Maintenance	100		
Fire Sprinkler Inspection	950		
HVAC City Mechanical	6,000		
Janitorial Service (12)	5,805		
Janitorial supplies	500		
JanPro floor cleaning	1,207		
Misc. other supplies	1,000		
State annual fire inspection	400		
Western Exterminator Pest Control (4)	480		

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

42201 Office Expense	\$	500	\$	500
Miscellaneous Office Supplies		\$		500

4230X Travel and Training	\$	-	\$	200
Annual Conferences and Trainings		\$		200

42401 Memberships	\$	175	\$	375
CPRS Membership		\$		375

42501 Bank Fees	\$	1,300	\$	-
Credit Card Transaction Fees		\$		-

42514 Special Department Expense	\$	-	\$	5,000
		\$		5,000

42515 Special Events	\$	10,000	\$	-
Community Event		\$		-
Egg hung				-
National Night Out				-

Total Professional/Administrative Services \$ 39,417

4310X Utilities	\$	5,900	\$	6,500
Gas and Electric		\$		6,000
Water				500

42301 Property Taxes	\$	1,200	\$	1,200
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43812 Youth Center	\$	9,270	\$	-
Program supplies		\$		-

Total Other Operating Expenses \$ 7,700

44301 Fuel	\$	500	\$	500
Youth Camp Fuel		\$		100
Youth Center Fuel				400

44304 Permit Fee	\$	1,200	\$	2,000
Health Permit		\$		2,000

47201 Improvements/Building	\$	15,000	\$	15,000
Replacement of vinyl floor at Youth Center <i>(carryforward)</i>		\$		15,000

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

**RECREATION FUND - 209
SWIM CENTER - 557**

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	154,159	192,212	122,292	152,290	167,110	14,820	9%
Other Operating Expenses - 43	24,312	22,647	12,670	30,000	30,000	-	0%
Materials & Supplies - 44	2,615	3,862	2,243	2,750	2,750	-	0%
Total Services and Supplies	181,086	218,722	137,204	185,040	199,860	14,820	7%
Capital Outlay							
Asset Acquisition/Improvement - 47	-	6,519	5,485	20,000	20,000	-	0%
Total Capital Outlay	-	6,519	5,485	20,000	20,000	-	0%
Indirect Cost Allocations							
Legal Charges - 46126	490	1,643	-	500	500	-	0%
Total Indirect Cost Allocations	490	1,643	-	500	500	-	0%
Total	181,576	226,884	142,689	205,540	220,360	14,820	7%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42101 Professional Services		\$ 85,000	\$ 99,500
Swim Center Operations Contract	\$ 99,500		
42108 Maintenance Structure/Imp		\$ 64,290	\$ 67,610
Annual Fire Sprinkler Inspection	\$ 310		
Janitorial	8,000		
Landscape Maintenance	2,800		
Pest Control	1,000		
Pool Maintenance	40,500		
Pool Supplies	15,000		
42501 Bank Fees		\$ 3,000	\$ -
Credit Card Processing Fees	\$ -		
Total Professional/Administrative Services		\$ 167,110	
4310X Utilities		\$ 26,000	\$ 26,000
43103 Gas and Electric	\$ 19,000		
43102 Water	7,000		
43201 Property Taxes		\$ 4,000	\$ 4,000
44304 Permit Fee		\$ 2,750	\$ 2,750
Health Permits	\$ 2,750		
47103 FF&E/Equipment		\$ 20,000	\$ 20,000
Outdoor Furniture Replacement	\$ 20,000		

RECREATION FUND - 209
MEMORIAL HALL - 558

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	3,580	3,554	-	-	-	-	0%
Other Operating Expenses - 43	3,420	-	-	-	-	-	0%
Materials & Supplies - 44	173	-	-	-	-	-	0%
Total Services and Supplies	7,173	3,554	-	-	-	-	0%
Total	7,173	3,554	-	-	-	-	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42108 Maintenance Structure/Imp		\$ -	\$ -
Building Maintenance	\$ -		
Misc. Maintenance	-		
Pest Control	-		
Plumbing Supplies	-		
Sanitary Supplies	-		
(Moved to Facilities division effective FY23/24)			
42501 Bank Fees		\$ -	\$ -
(Moved to division 551 effective FY23/24)			
Total Professional/Administrative Services		\$ -	\$ -
4310X Utilities		\$ -	\$ -
Gas and Electric	\$ -		
Water	-		
(Moved to Facilities division effective FY23/24)			

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

RECREATION FUND - 209
TENNIS - 559

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	255	-	-	-	-	-	0%
Other Operating Expenses - 43	4,295	-	-	-	-	-	0%
Total Services and Supplies	4,550	-	-	-	-	-	0%
Total	4,550	-	-	-	-	-	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
42108 Maintenance Structure/Imp		\$ -	\$ -
Building Maintenance	\$ -		
(Moved to Facilities division effective FY23/24)			
42501 Bank Fees		\$ -	\$ -
Credit Card Processing Fees	\$ -		
(Moved to division 551 effective FY23/24)			
4310X Utilities		\$ -	\$ -
Gas and Electric	\$ -		
Water	-		
(Moved to Facilities division effective FY23/24)			

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – Community Services

GENERAL FUND - 100
LIBRARY SERVICES - 560

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	-	158,796	95,962	202,430	202,430	-	0%
Total Services and Supplies	-	158,796	95,962	202,430	202,430	-	0%
Total	-	158,796	95,962	202,430	202,430	-	0%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 202,430	\$ 202,430
Library Services reimbursement agreement - 40 base	\$ 202,430	

GENERAL FUND - 100
ANIMAL CONTROL SERVICES - 561

EXPENDITURE SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
Services and Supplies							
Professional & Administrative Services - 42	-	164,428	99,612	220,935	226,437	5,502	2%
Total Services and Supplies	-	164,428	99,612	220,935	226,437	5,502	2%
Total	-	164,428	99,612	220,935	226,437	5,502	2%

MAJOR NON-PERSONNEL EXPENSE DETAILS

	FY 2024/25	FY 2025/26
42101 Professional Services	\$ 220,935	\$ 226,437
Animal Control Services \$12.11 per capita	\$ 226,437	

GENERAL GOVERNMENT

Mission

The mission of General Government is to appropriate funds for general City administrative overhead costs.

Major Services and Functions

The General Government Department is a department established in the City's accounting system to provide a clearing house for payment of certain debt that is not tied to another specific department and accounting of cost recovery for internal services. As currently organized, the department does not perform any services.

FY 2024/25 Key Accomplishments

- Account for debt service payments, retiree medical reimbursement, and internal transfers

FY 2025/26 Key Priorities and Projects

- Continue to account for internal service functions

Major Changes in FY 2025/26 Budget

There are not any major changes to the General Government department budget for FY2024/25.

Position Summary

There are no positions budgeted in the General Government department.

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – General Government

GENERAL GOVERNMENT BUDGET SUMMARY

	FY 2022/23 Actual	FY 2023/24 Actual	FY 2024/25 Actual Thru Mar-25	FY 2024/25 Revised Budget	FY 2025/26 Proposed Budget	Prop to Rev \$ Change	Prop to Rev % Change
REVENUE / FUNDING SOURCE							
General Fund - 100	3,955,970	3,884,475	2,579,773	2,473,551	4,569,510	2,095,959	46%
Measure S 2014 - 106	718,000	1,552,389	783,500	783,500	283,500	(500,000)	-176%
Measure I - 107	-	-	-	-	300,000	300,000	100%
General Reserve Fund - 150	-	-	-	843,790	-	(843,790)	-100%
Recreation Fund - 209	7,068	7,338	5,982	7,500	7,500	-	0%
Measure J - 215	-	-	-	-	-	-	0%
American Rescue Plan Act Fund - 217	4,071,404	-	-	-	-	-	0%
Sewer Enterprise Fund - 500	33,588	21,162	11,916	-	-	-	0%
Pension Fund - 700	-	-	-	-	-	-	0%
Total	8,786,029	5,465,364	3,381,170	4,108,341	5,160,510	1,052,169	20%
EXPENDITURES BY CATEGORY							
Personnel							
Salary Savings - 405	-	-	-	(300,000)	(300,000)	-	0%
Employee Benefits - 410	-	5,935	52,849	(200,000)	(200,000)	-	0%
Med Insurance/Retirement - 411	1,154,084	1,266,413	1,017,044	1,163,800	1,390,500	226,700	16%
Total Personnel	1,154,084	1,272,348	1,069,893	663,800	890,500	226,700	25%
Services and Supplies							
Professional & Administrative Services - 42	44,383	7,617	361	-	-	-	0%
Other Operating Expenses - 43	16,948	19,559	12,211	16,700	16,500	(200)	-1%
Total Services and Supplies	61,332	27,176	12,572	16,700	16,500	(200)	-1%
Capital Outlay							
Asset Acquisition/Improvement - 47	8,057	-	-	-	-	-	0%
Total Capital Outlay	8,057	-	-	-	-	-	0%
Debt Service							
Debt Principal - 48101	215,929	209,220	203,321	203,321	195,585	(7,736)	-4%
Debt Interest - 48102	379,548	402,675	431,679	431,679	454,415	22,736	5%
Cost of Issuance - 48103	3,545	3,545	1,015	1,107	3,545	2,438	0%
Total Debt Service	599,021	615,440	636,015	636,107	653,545	17,438	3%
Indirect Cost Allocations							
Information Systems (IS) Charges - 46	248,267	340,736	281,513	386,644	364,263	(22,381)	-6%
Admin Debits - 46122	-	-	-	-	34,788	34,788	100%
General Liability Insurance - 46201	(4,490)	-	-	-	-	-	0%
Total Indirect Cost Allocations	243,777	340,736	281,513	386,644	399,051	12,407	3%
Operating Transfers Out - 49901	6,726,154	3,210,114	1,381,177	2,405,090	3,200,914	795,824	25%
Total	8,792,425	5,465,814	3,381,171	4,108,341	5,160,510	1,052,169	20%
EXPENDITURES BY PROGRAM							
General Government - 117	8,792,425	5,465,814	3,381,171	4,108,341	5,160,510	1,052,169	20%
Total	8,792,425	5,465,814	3,381,171	4,108,341	5,160,510	1,052,169	20%

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – General Government

MAJOR NON-PERSONNEL EXPENSE DETAILS

		FY 2024/25	FY 2025/26
4310X Utilities		\$ 16,700	\$ 16,500
43105 Comcast	\$ -		
43102 Water	1,200		
43103 Gas/Electric	15,300		
48101 Debt Principal		\$ 203,321	\$ 195,585
Pension Obligation Bond principal	\$ 195,585		
48102 Debt Interest		\$ 431,679	\$ 454,415
Pension Obligation Bond interest	\$ 454,415		
49901 Transfers Out		\$ 777,800	\$ 2,617,414
Planning and Building operating contribution	\$ 894,670		
PCTV Operating contribution	306,794		
Recreation operation contribution	1,343,150		
Recreation: Annual contribution to car show and other City events	72,800		

MEASURE S - 2014 FUND - 106

49901 Transfers Out		\$ 783,500	\$ 283,500
Cable TV Contribution	\$ 55,000		
Recreation-Cinema in the Park	2,500		
Recreation-Community Service Commission	4,000		
Recreation-Summer Sounds in the Park	4,500		
Recreation-Swim Center Contribution	65,000		
Recreation-Tree Lighting	2,500		
Reserve to replace 2 PW vehicles per year	30,000		
Reserves to replace heavy equipment	115,000		
Reserves to replace 2 Dev Svcs vehicles per year	5,000		

MEASURE I FUND - 107

49901 Transfers Out		\$ -	\$ 300,000
Tsfr to Recreation Fund	\$ 300,000		

GENERAL RESERVE FUND- 150

49901 Transfers Out		\$ 843,790	\$ -
General Fund	\$ -		

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SCHEDULE OF TRANSFERS

The General Fund provides annual contributions to the Recreation, Pinole Community Television (PCTV) programs, and Planning and Building funds to fund any operational deficiencies. Only the amounts necessary to fund operations are transferred towards the end of the fiscal year. Measure S 2014 funds annual contributions to the Equipment Reserve Fund for future equipment replacement needs. Special community events, such as the annual tree lighting, are also funded by Measure S 2014.

FY 2025-26 Schedule of Transfers							
FUND #	DESCRIPTION	TRANSFER-OUT ACCOUNT #	AMOUNT	FUND #	DESCRIPTION	TRANSFER-IN ACCOUNT #	PURPOSE
100	General Fund	100-117-49901	306,794	505	Cable Television Fund	505-119-39901	Cable Television contribution [1]
100	General Fund	100-117-49901	1,343,150	209	Recreation Fund	209-551-39901	Recreation operating contribution [1]
100	General Fund	100-117-49901	72,800	209	Recreation Fund	209-551-39901	Recreation contribution for special events
100	General Fund	100-117-49901	894,670	212	Building and Planning	212-461-39901	Planning and Building operating contribution
	Subtotal Transfers from the General Fund		2,617,414				
106	Measure S 2014 Fund	106-117-49901	65,000	209	Recreation Fund	209-557-39901	Swim Center contribution [1]
106	Measure S 2014 Fund	106-117-49901	55,000	505	Cable Television Fund	505-119-39901	Cable Television contribution [1]
106	Measure S 2014 Fund	106-117-49901	13,500	209	Recreation Fund	209-551-39901	Recreation: Cinema, Community Service, Summer Sounds, Tree Lighting.
106	Measure S 2014 Fund	106-117-49901	30,000	160	Equipment Reserve Fund	160-345-39901	Reserves to replace 2 vehicles per year
106	Measure S 2014 Fund	106-117-49901	115,000	160	Equipment Reserve Fund	160-345-39901	Reserves to replace heavy equipment
106	Measure S 2014 Fund	106-117-49901	5,000	160	Equipment Reserve Fund	160-461-39901	Reserves to replace 2 vehicles per year
	Subtotal Transfers from Measure S 2014		283,500				
107	Measure I Fund	107-117-49901	300,000	209	Recreation Fund	209-551-39901	Recreation operating contribution [1]
	Subtotal Transfers from Measure S 2014		300,000				
150	General Reserve Fund	150-117-49901	-	100	General Fund	100-117-39901	Transfer from General Reserve
	Subtotal Transfers from other funds		-				
700	Pension Fund	700-000-49901	3,182,927	100	General Fund	100-117-39901	Transfer from Pension Trust
	Subtotal Transfers from other funds		3,182,927				
	Grand total Transfers		6,383,841				

NOTES:

[1] Only enough to balance Fund will be transferred.

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Debt Obligations

A best practice in public finance is to show the City's debt obligations in its budget. The City has just three long-term debt obligations, other than those of the Redevelopment Successor Agency.

Pension Obligation Bonds

On June 1, 2006, the City Council authorized the issuance of \$16,800,000 of Taxable Pension Obligation Bonds, 2006 Series A-2 (Capital Appreciation Bonds). The bonds in the aggregate principal of \$6,214,630 were issued to raise funds, presumably at a lower cost, to pay down the City's unfunded accrued actuarial liability with CalPERS. The bonds bear compounded interest which is due semi-annually on June 1 and December 1 through 2036. Principal payments are due annually on June 1 through 2036. The debt structure does not allow the bonds to be retired any earlier than 2036. In accordance with Section 4.01 (a) of the Trust Agreement, the City is required to deposit with the Trustee on or before August 1 of each year the annual amount for the upcoming fiscal year ending June 30. The bonds are secured with an insurance policy.

Bonds payable debt service requirements for governmental activities are shown below:

For the Year Ending, June 30	Principal	Interest
2025	203,321	431,679
2026	195,585	454,415
2027	191,228	483,773
2028	186,704	513,296
2029	180,806	539,194
*2030-2034	830,625	3,134,375
*2035-2036	301,241	1,473,760
	<u>\$ 2,089,509</u>	<u>\$ 7,030,491</u>

2016 Wastewater Revenue Refunding Bonds

On June 30, 2016, the City of Pinole issued an \$8,251,000 Wastewater Revenue Refunding Bond (Bank Qualified) to redeem its 2006 Wastewater Revenue Bonds which were issued to finance certain capital improvements to the City's wastewater system. The

bonds bear annual interest at 2.95% which is payable semi-annually on March 1 and September 1 of each year through 2036. Principal payments are due annually beginning on September 1, 2016 through 2036. The bond is secured with pledged net wastewater revenues.

Bonds payable debt service requirements for business-type activities are shown below:

For the Year Ending, June 30	Principal	Interest
2025	362,000	160,834
2026	372,000	150,008
2027	381,000	138,901
2028	395,000	127,455
2029	404,000	115,670
2030-2034	2,217,000	389,090
2035-2037	1,502,000	67,378
	\$ 5,633,000	\$ 1,149,335

2016 Clean Water State Revolving Fund

In May 2016, the City entered into a loan agreement with the State of California Water Resources Control Board to provide funding for its 50% share of upgrades to the Pinole-Hercules Wastewater Pollution Control Plant to achieve compliance with Regional Water Quality Board NPDES. Funds are drawn on the agreement as work is completed up to a maximum amount of \$26.7 million plus any construction period interest. The loan accrues interest at a rate of 1.7 percent annually. Annual principal payments are due each July 1, commencing July 1, 2020. Final payment is due July 2049. Net revenues, defined as all sewer enterprise fund revenues less operations and maintenance costs (excluding depreciation and amortization expenses), are pledged for future debt service. As of June 30, 2024, the total debt outstanding on the loan is \$22,735,634.

Fiscal Year (FY) 2025/26 Operating and Capital Budget
Department Budgets – General Government

Year Ending June 30,	Principal	Interest
2025	702,678	386,506
2026	714,624	374,560
2027	726,772	362,412
2029	739,127	350,057
2029	751,693	337,491
2030-2034	3,954,545	1,491,375
2035-2039	4,302,306	1,143,614
2040-2044	4,680,649	765,271
2045-2049	5,092,263	353,657
2050	1,070,977	18,207
	<u>\$ 22,735,634</u>	<u>\$ 5,583,148</u>
	<u><u>\$ 22,735,634</u></u>	<u><u>\$ 5,583,148</u></u>

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Appendix

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ACCOUNTING AND BUDGET BASIS

It is a public finance best practice for the City's budget to describe the City's accounting basis and fund structure.

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles (GAAP) and standards established by the Governmental Accounting Standards Board (GASB). Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized when both measurable and available. Expenditures are recognized when the liability is incurred. Debt service obligations are appropriated when due.

Proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recognized when earned and expenses when the liability is incurred regardless of timing of related cash flows.

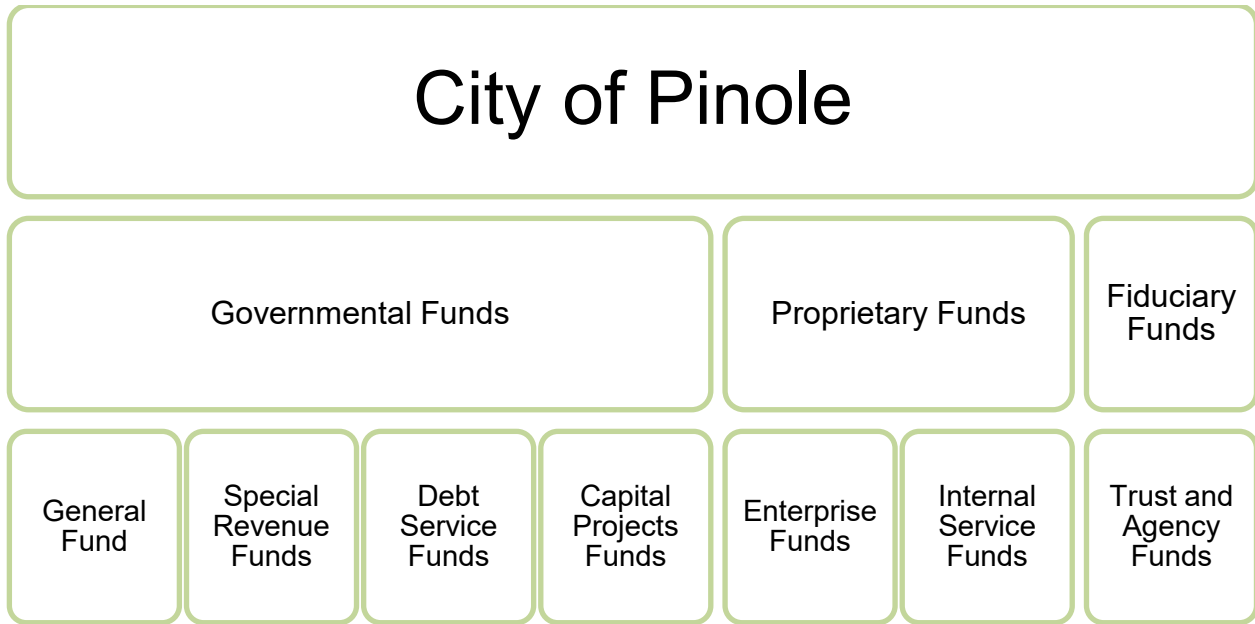
The basis of budgeting is consistent with the basis of accounting discussed above. Appropriations that are budgeted and not expensed at the end of the year lapse and revert to fund balance.

MONITORING THE BUDGET

Once adopted, the budget becomes the main internal control document used to monitor and manage the City's financial position. The City's budget level of control is executed at the fund level set by the City's governing body. Requests for budget amendments are presented to the City Council and are enacted by resolution. Managers can transfer funds within their respective departments with the approval of the City Manager. Financial reports that highlight revenue and expenditure variances, some of which may require adjustments to the budget, are presented to City Council for consideration and adoption on a quarterly basis.

FUND STRUCTURE

The City uses funds to report its current financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid in financial management by segregating transactions related to certain governmental functions or activities. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.



GOVERNMENTAL FUNDS

General Funds are used to account for all the general revenues of the City not specifically levied or collected for other City funds and the related expenditures.

<i>Fund Number</i>	<i>Name</i>
100	General Fund
105	Measure S 2006 Fund
106	Measure S 2014 Fund
150	General Reserve Fund
160	Equipment Reserve Fund

Special revenue funds used to account for proceeds that are legally restricted for specific purposes.

<i>Fund Number</i>	<i>Name</i>
200	Gas Tax Fund
201	Restricted Real Estate Maintenance Fund
203	Public Safety Augmentation Fund
204	Police Grants Fund
205	Traffic Safety Fund
206	Supplemental Law Enforcement Services Fund
207	Storm Water Fund
209	Recreation Fund
212	Building & Planning Fund
213	Refuse Management Fund
214	Solid Waste Fund

215	Measure J Fund
217	American Rescue Plan Act (ARPA) Fund
225	Asset Seizure-Adjudicated Fund
275	Parkland Dedication Fund
276	Growth Impact Fund
285	Housing Assets for Resale

Capital projects funds are used to account for financial resources for the acquisition or construction of facilities and other capital assets.

<i>Fund Number</i>	<i>Name</i>
310	Lighting and Landscape District Fund
324	Public Facilities Fund
325	City Street Improvements
327	Parks Grants Fund
377	Arterial Rehabilitation

PROPRIETARY FUNDS

Enterprise funds are used to account for goods or services from business-type activities, such as fees charged to external users.

<i>Fund Number</i>	<i>Name</i>
500	Sewer Enterprise Fund
505	Cable Access TV Fund

Internal service funds are used to account for activities that provide goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments on a cost-reimbursement basis.

<i>Fund Number</i>	<i>Name</i>
525	Information Systems Fund

FIDUCIARY FUNDS

Agency funds are used to maintain records of assets and financial activities on behalf of a third party or set aside in an external trust fund for restricted purposes.

<i>Fund Number</i>	<i>Name</i>
700	Section 115 Pension Trust Fund
750	Redevelopment Obligation Retirement Fund

The City receives revenue from numerous sources that are used for various expenditures for City purposes. The following are descriptions of each of the City's revenue sources as well as the assumptions used to develop the budget projection.

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GLOSSARY

Appropriation - An authorization by the City Council to make expenditures/expenses and to incur obligations for a specific purpose within a specific time frame.

Assessed Valuation - A dollar value placed on real estate or other property by the County as a basis for levying property taxes.

Assessments- Levies that pay for improvements directly benefiting their property.

Audit - A view of the City's accounts by an independent auditing firm to substantiate fiscal year-end fund, salaries, reserves, and cash on hand.

Beginning/Ending (Unappropriated) Fund Balance - Unencumbered resources available in a fund from the prior/current fiscal year after payment of the prior/current fiscal year's expenditures/expenses. This is not necessarily cash on hand.

Bond - A City may raise capital by issuing a written promise to pay a specific sum of money, called the face value or principal amount, at a specific date or dates in the future, together with periodic interest at a special rate. There are two types of bonds: General Obligation and Revenue.

Budget - A fiscal plan of financial operation listing an estimate of proposed applications or expenditures/expenses and the proposed means of financing them for a particular time period. The budget is proposed until it has been approved by the City Council.

Capital Improvement - A permanent addition to the City's assets, including the design, construction, or purchase of land, buildings, or facilities, or major renovations of same.

Capital Improvement Program - A financial plan of proposed capital improvement projects with single-and multiple-year capital expenditures/expenses.

Capital Outlay - A budget appropriation category which budgets all equipment having an estimated useful life of over one year.

City Manager's Transmittal Letter - A general discussion of the budget. The letter contains an explanation of principal budget items and summaries.

CPI - Consumer Price Index; measure of inflation in an area of consumer products.

Debt Service - Payment of the principal and interest on an obligation resulting from the issuance bonds, notes, or Certificates of Participation (COPs).

Debt Service Requirements - The amount of money required to pay interest on outstanding debt and required contributions to accumulate monies for future retirement of term bonds.

Deficit - An excess of expenditures or expenses over revenues (resources).

Department - An organizational unit comprised of divisions. It is the basic unit of service responsibility encompassing a broad mandate of related activities.

Depreciation - The cost allocation of tangible assets over the useful/economic life of the asset.

Division - A sub-section (or activity) within a department, which furthers the objectives of the City by providing specific services or a product.

Encumbrances - A legal obligation to pay funds, the expenditure/expense of which has not yet occurred. They cease to be encumbrances when the obligations are paid or otherwise terminated.

Enterprise Fund - A type of fund established for the total costs of those governmental facilities and services which are operated in a manner similar to private enterprise. These programs are entirely or predominately self-supporting.

Expenditure - The actual spending of Governmental Funds set aside by appropriation.

Expense - The actual spending of Proprietary Funds (Enterprise and Internal Service Fund types) set aside by an appropriation.

Fiscal Year - A twelve-month period of time to which a budget, forecast or reporting period applies. The City of Pinole fiscal year is July 1 through June 30.

Fund - An independent fiscal and accounting entity used to record all financial transactions related to the specific purpose for which the fund was created.

Fund Balance - The amount of financial resources available for use. Generally, this represents the detail of all the annual operating surpluses and deficits since the fund's inception.

General Fund - The primary fund of the City used to account for all revenues and expenditures of the City not legally restricted as to use. This fund is used to offset the cost of the City's general operations. Examples of departments financed by the General Fund include the City Council, Police and others.

General Obligation Bond - Bonds used for various purposes and repaid by the regular (usually via the General Fund) revenue raising powers of the City.

Grant - Contributions, gifts of cash, or other assets from another governmental entity to be used or expended for a specific purpose, activity, or facility.

Interfund Transfers - Monies transferred from one fund to another. Such money is transferred to finance the operations of another fund or to reimburse the fund for certain expenditures/expenses.

Internal Service Fund - An Internal Service Fund provides services to other City departments and bills the various other funds for services rendered, just as would private business. ISF's are self-supporting and only the expense by an ISF is counted in budget totals.

Major Fund – Governmental fund or enterprise fund reported as a separate column in the basic financial statements and subject to a separate opinion in the independent auditor's report.

Materials, Supplies, and Services - Expenditures/expenses for materials, supplies, and services which are ordinarily consumed within a fiscal year and which are not included in departmental inventories.

Municipal Code - A book that contains the City Council approved ordinances currently in effect. The Code defines City policy with respect to areas such as planning, etc.

Objectives - The expected results or achievements of a budget activity.

Operating Budget - Annual appropriation of funds for on-going program costs, including salaries and benefits, services and supplies, debt service, capital outlay and capital improvements.

Ordinance - A formal legislative enactment by the City Council. It has the full force and effect of law within City boundaries unless preempted by a higher form of law. An Ordinance has a higher legal standing than a Resolution.

Projects – Long-term investments in public facilities and infrastructure; also known as capital improvements. The amount spent may overlap from year to year until the project is completed.

Proprietary Funds- These include the enterprise (wastewater treatment and collection) and internal services (information technology and equipment reserve) funds. They are accounted for in a manner similar to businesses, measuring cost for services and including total assets and liabilities.

Redevelopment Agency- A separate legal entity created to alleviate conditions of blight, build infrastructure and promote economic development. The Agency receives property tax revenue on assessed value growth within these areas called "tax increments" to repay Agency indebtedness.

Reimbursement - Payment of amount remitted on behalf of another party, department, or fund.

Reserve - An account used to record a portion of the fund balance as legally segregated for a specific use.

Resolution - A special order of the City Council which has a lower legal standing than an Ordinance.

Return to Source Funds - Residual moneys from former Redevelopment Agency's tax levy's that are redistributed to the Cities after the Agency's debt obligations have been paid off. These funds are non-restricted and are distributed by the State in January and July of every year.

Revenues - Amount received for taxes, fees, permits, licenses, interest, intergovernmental sources, and other sources during the fiscal year.

Revenue Bonds - A type of bonds usually issued to construct facilities. The bonds are repaid from the revenue produced by the operation of these facilities.

Salaries and Benefits - A budget category which generally accounts for full-time and temporary employees, overtime expenses, and all employee benefits, such as medical, dental, and retirement.

Special Revenue Funds - This fund type collects revenues that are restricted by the City, State, or Federal Government as to how the City might spend them.

Successor Agency to the Pinole Redevelopment Agency - Trust agency formed for the purpose of reporting close-out financial activities of the former Redevelopment Agency.

Unfunded Liability - Amount of future obligations not covered by assets currently set aside for that purpose, such as accrued vacation leave payable at termination or actuarial-determined future insurance claims.

User Fees - Charges of a voluntary nature paid by persons receiving a service in exchange for the fee (such as recreation activities or wastewater service fees).

ACRONYMS

ABAG	Association of Bay Area Government
ACFR	Annual Comprehensive Financial Report
CalPERS	California Public Employees' Retirement System
CIP	Capital Improvement Program
COLA	Cost of Living Adjustment
CPI	Consumer Price Index
CSMFO	California Society of Municipal Finance Officers
EAP	Employee Assistance Program
FTE	Full Time Equivalent
GASB	Governmental Accounting Standards Board
GFOA	Government Finance Officers Association
HOPTR	Homeowner's Property Tax Rebates
LAIF	Local Agency Investment Fund
LTD	Long-Term Disability
NPDES	National Pollution Discharge Elimination System
OPEB	Other Post Employment Benefits
PALC	Pinole Assisted Living Community
PERS	Public Employees' Retirement System
PEPRA	Public Employees' Pension Reform Act [of 2013]
POB	Pension Obligation Bond
PPEA	Pinole Police Employees Association

PRA	Pinole Redevelopment Agency
RDA	Redevelopment Agency
SAFER	Staffing for Adequate Fire and Emergency Response
SDI	State Disability Insurance
SRO	School Resource Officer
UBC	Uniform Building Code
VLf	Vehicle License Fee
WBCC	West Bay Communications Center
WCCTAC	West Contra Costa Transportation Advisory Committee
WCCUSD	West Contra Costa Unified School District
WPCP	Wastewater Pollution Control Plant

FINANCIAL AND INVESTMENT POLICIES

The following Financial and Investment Policies are established to ensure that the City's finances are managed in a sound and prudent manner which will (1) continue to provide for the delivery of quality services, (2) maintain and enhance service delivery as the community grows in accordance with the General Plan, (3) strive for a balanced budget annually, assuring that the City is living within our means, and (4) establish reserves necessary to meet known and unknown future obligations.

To achieve these goals, the following Financial and Investment Policies have been established. Below is a summary of the actual policies, which were last updated and approved by the City Council on May 2, 2023. The full policies can be found on the website at [Financial and Investment Policies - Updated March 2023.pdf \(civiclive.com\)](https://www.civiclive.com/financial-and-investment-policies).

1. Structurally Balanced Budget Policy

The annual budget will be structurally balanced whereby the operating budget will be prepared with current year expenditures funded with current year revenue. If a structural imbalance occurs, a plan will be developed and implemented to bring the budget back into structural balance.

2. Reserves Policy

The City will establish, dedicate and maintain reserves annually to meet known and estimated future obligations. The City will establish specific reserve accounts which include but are not limited to:

- General Fund Reserves for Economic Uncertainties equivalent to a minimum 10 percent or 180 days cash on hand of General Fund recurring expenditures;
- Reserves for depreciation and replacement of vehicles and major equipment;
- Reserves for maintenance, replacement, and renovations of facilities, parks, landscape maintenance and infrastructure.

If these reserves are used, a plan will be developed and implemented to replenish the funds used.

3. Revenue Policy – One Time (Non-Recurring) Resources

The City will strive to maintain a diversified and stable revenue base that is not overly dependent on any land use, major taxpayer, revenue type, restricted revenue, inelastic revenue, or external revenue. The General Fund Budget will be structurally in balance without relying on one-time resources such as proceeds from asset sales, debt refinancing, one-time grants, revenue spikes, budget savings and similar non-recurring revenue. Appropriate uses of one-time resources include establishing and rebuilding the General Fund Reserve, other City established reserves, or early retirement of debt,

capital expenditures, reducing unfunded pension liabilities (PERS and OPEB), and other non-recurring expenditures.

4. Revenue Policy – User Fees and Charges

The City of Pinole is empowered to recapture, through fees, up to the full cost of providing specific services. Regular and consistent review of all fees is necessary to ensure that the costs associated with delivery of individual services have been appropriately identified, and that the City is fully recovering those costs. It is the City's policy to set user fees at full cost recovery levels, except where a greater community benefit is demonstrated to the satisfaction of the City Council, or when it is not cost effective to do so. The City will recover the costs of new facilities and infrastructure necessitated by the development consistent with state law.

5. Expenditure and Budget Policy

The City will deliver service in the most efficient and cost-effective manner. This includes utilizing the services of volunteers in areas where economically viable. The budget will state the objectives of the operating programs, and identify the resources being provided to accomplish the specified objectives.

6. Debt Policy

The City will limit the use of debt so as not to place a burden on the fiscal resources of the City and its taxpayers. Long-term borrowing will be limited to capital improvements or projects that cannot be financed from current revenues. When capital projects are financed, the City will amortize the debt within a period not to exceed the expected useful life of the project. The City will limit the total debt ratio (debt guaranteed by the General Fund) to 10% or as required by bond coverage ratios. The debt ratio is calculated by the relationship between the debt and the General Fund revenue.

7. Receivables Policy

The City will ensure the timely invoicing, monitoring, and collection of outstanding obligations owed to the City. The purpose of the is policy is to maintain appropriate oversight of all receivables and maintain sound fiscal management and accounting practices related to all receivables.

8. Grants Policy

The City departments actively pursue federal, state and other grant opportunities when deemed appropriate. Grant funding allows the City to leverage local public funds by extending and enhancing the services it offers to the community, and to introduce new initiatives.

9. Capital Assets Policy

Purchased and donated assets meeting the City's capitalization definition and threshold will be classified and recorded in the City's financial records as capital assets. The value of the asset must meet the City's capitalization threshold of \$5,000 to be recorded as a capital asset.

10. Unclaimed Funds Policy

The City of Pinole will account for unclaimed funds in a manner which follows Government Code Sections 50050 through 50056. Funds that remain unclaimed for at least three (3) years will become the property of the City of Pinole after the procedures identified herein have been followed.

11. Investment Policy

The purpose of this Investment Policy is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the City of Pinole's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds.

12. Pension Investment Policy

The City of Pinole (the "City") has established the City of Pinole Employee Benefit Pension Plan (the "Plan"), a Section 115 Trust. The goal of the Plan's investment program is to provide a reasonable level of growth which will result in sufficient assets to offset a portion of the present and future obligations of retirement benefits provided by the California Public Employees Retirement System ("CalPERS") for those eligible employees who meet the specified age and service requirements.

The purpose of this Pension Investment Policy is to establish a comprehensive strategy for assets invested under the Plan, and outline prudent and acceptable parameters in which pension funds are to be managed.

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EMPLOYEE COMPENSATION AND BENEFITS

Compensation

Employees are compensated based on job classification, which is a group of positions sufficiently similar with respect to their duties and responsibilities that: (a) the same descriptive title may be used to designate the positions allocated to the class; (b) the scope and level of duties and responsibilities are similar; (c) the same qualifications and tests of fitness may be required of all incumbents; and (d) the same salary rate or range can apply with equity under substantially the same working conditions. Salaries and wages are paid over twenty-six periods each fiscal year. Current salary and benefit schedules are available online at:

https://www.ci.pinole.ca.us/city_government/human_resources/salary_benefits.

Compensation packages include benefits, such as medical plan, dental plan, vision plan, cafeteria plan, life insurance, disability insurance, flexible benefits plan.

There are currently four union-represented groups in the City: Pinole Police Employees Association, International Association of Firefighters Local 1230, Public Employees Union – Local 1, and AFSCME Local 512.

Pension Plans

The City contributes to the California Public Employees' Retirement System ("PERS"), a cost-sharing, multiple-employer, public employee, defined benefit, pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. Copies of PERS' annual financial report may be obtained from their executive office: 400 P Street, Sacramento, CA 95814.

Funding Policy: Miscellaneous Plan participants are required to contribute 8% of their annual covered salary, while Safety Plan participants are required to contribute 9% of their annual covered salary.

The City entered into cost-sharing agreements with its union-represented and unrepresented employees whereby miscellaneous and safety employees' total CalPERS contribution (combined Employee Contribution and Employees' Share of the City's contribution) are capped at 15% (8% employee portion and 7% employer portion) and 15% (9% employee portion and 6% employer portion) respectively.

The City established the City of Pinole Employee Benefit Pension Plan (the "Plan"), a Section 115 Trust in July of 2018. The goal of the Plan's investment program is to provide a reasonable level of growth which will result in sufficient assets to offset a portion of the present and future obligations of retirement benefits provided by the California Public Employees Retirement System ("CalPERS") for those eligible employees who meet the

specified age and service requirements. Assets in the Plan will seek to mitigate the impact of future rate increases from CalPERS.

Other Post-Employment Benefits

In addition to the retirement pension benefits described above, the City sponsors and administers a single-employer healthcare plan for its employees. The plan includes healthcare coverage to long-service retirees. At retirement, employees can elect Blue Shield, Kaiser, PERS Care, or PERS Choice medical coverage through the City at the City's expense.

Employees hired before July 1, 2010 receive a City contribution toward their health premium equal that provided to current active employees. Employees hired after July 1, 2010 receive a City contribution toward their retiree health premium in an amount described by Government Code Section 22893 (the PERS vesting schedule) as shown below:

Credited Years of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

Funding Policy: The City's contribution for each retiree is capped at the Kaiser Bay Area/Sacramento family premium. The premium as of July 1, 2019 is \$2,027.64 per month. The City is currently funding the benefits on a pay-as-you-go basis.

Risk Management

The City manages risk of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters by participating in a public entity risk pool established under the Joint Exercise of Powers Act of the State of California. The City is a member of the Municipal Pooling Authority (MPA) of Northern California.

MPA provides coverage against the following types of risk of loss under the terms of the joint-powers agreement:

Type of Coverage (Deductible)	Coverage Limits
Liability (\$25,000) including errors and omissions for public officials	\$29,000,000
All Risk Fire and Property (\$5,000)	\$1,000,000,000
Workers' Compensation (no deductible)	\$50,000,000
Vehicle Physical Damage (\$3,000 for Police, \$2,000 all others)	\$250,000

Jurisdictional Comparison

	City of Pinole	City of Hercules	City of San Pablo	City of El Cerrito
Form of Government	Council-Manager General Law	Council-Manager General Law	Council-Manager General Law	Council-Manager General Law
Year Incorporated	1903	1900	1948	1917
Budget Comparison				
General Fund Revenue	28,219,433	19,835,823	54,367,874	51,386,444
General Fund Expenditures	37,215,683	19,445,717	54,350,355	51,352,492
Total Full Time Equivalents (FTE)	113.14*	64	165	168.8
Sworn Personnel FTE	29**	31**	61**	38.6
Demographics				
Population	18,192	26,297	31,907	25,869
Annual Percent Change	-.29	.89	2.6	.65
Median Age	44.1	43.5	34.3	42.4
Population per FTE	161*	411	193	153
Population per Sworn FTE	627	848	523	670
Housing Units	7,122	9,576	10,001	11,342
Average Household Size	2.72	2.81	3.16	3.49
Labor Force	9,700	14,400	14,900	14,300
Unemployment Rate	2.6%	4.1%	4.8%	3.5%
Median Household Income	\$120,833	\$130,583	\$78,215	\$122,472
Per Capita Income	\$52,589	\$56,098	\$29,111	\$37,484

Sources: City of Hercules, City of San Pablo, City of El Cerrito, California Employment Development Department, California Department of Finance, United States Census Bureau

*The City of Pinole includes Wastewater Treatment Plant personnel; the City operates a Wastewater Treatment Plant which services the Pinole and Hercules areas. The City of San Pablo and El Cerrito are serviced by West County Wastewater District and EBMUD, respectively.

**The City of Hercules and City of San Pablo include Police personnel only as Fire services are provided by the Rodeo Hercules Fire District and ConFire, respectively. Effective 3/1/23 Fire services in the City of Pinole are provided by ConFire.

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FISCAL YEAR (FY) 2025/26 REVISED PROPOSED OPERATING AND CAPITAL BUDGET

City Council Meeting

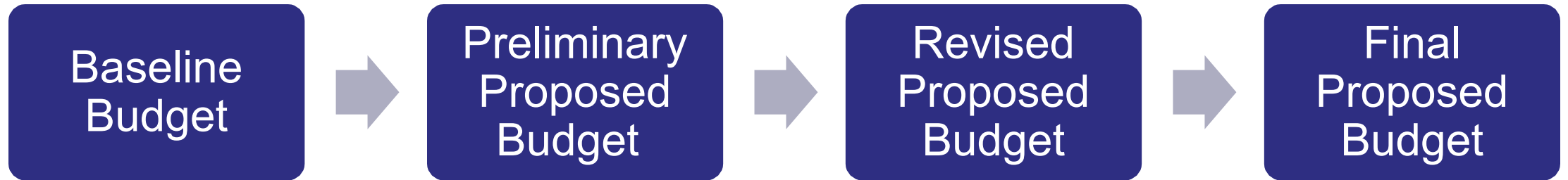
June 3, 2025



STAFF RECOMMENDATION

City staff recommend that the City Council review the Fiscal Year (FY) 2025/26 Revised Proposed Operating and Capital Budget and provide direction to staff for changes to incorporate into the next draft of the document, the Final Proposed version.

BUDGET DEVELOPMENT PROCESS



STRUCTURALLY BALANCED BUDGET POLICY

- Policy applies to General Fund operating budgets
- Create a proposed General Fund operating budget that is structurally balanced
- To ensure the sustainability of service and expenditure levels by requiring that ongoing General Fund operating expenditures be funded by ongoing operating revenues

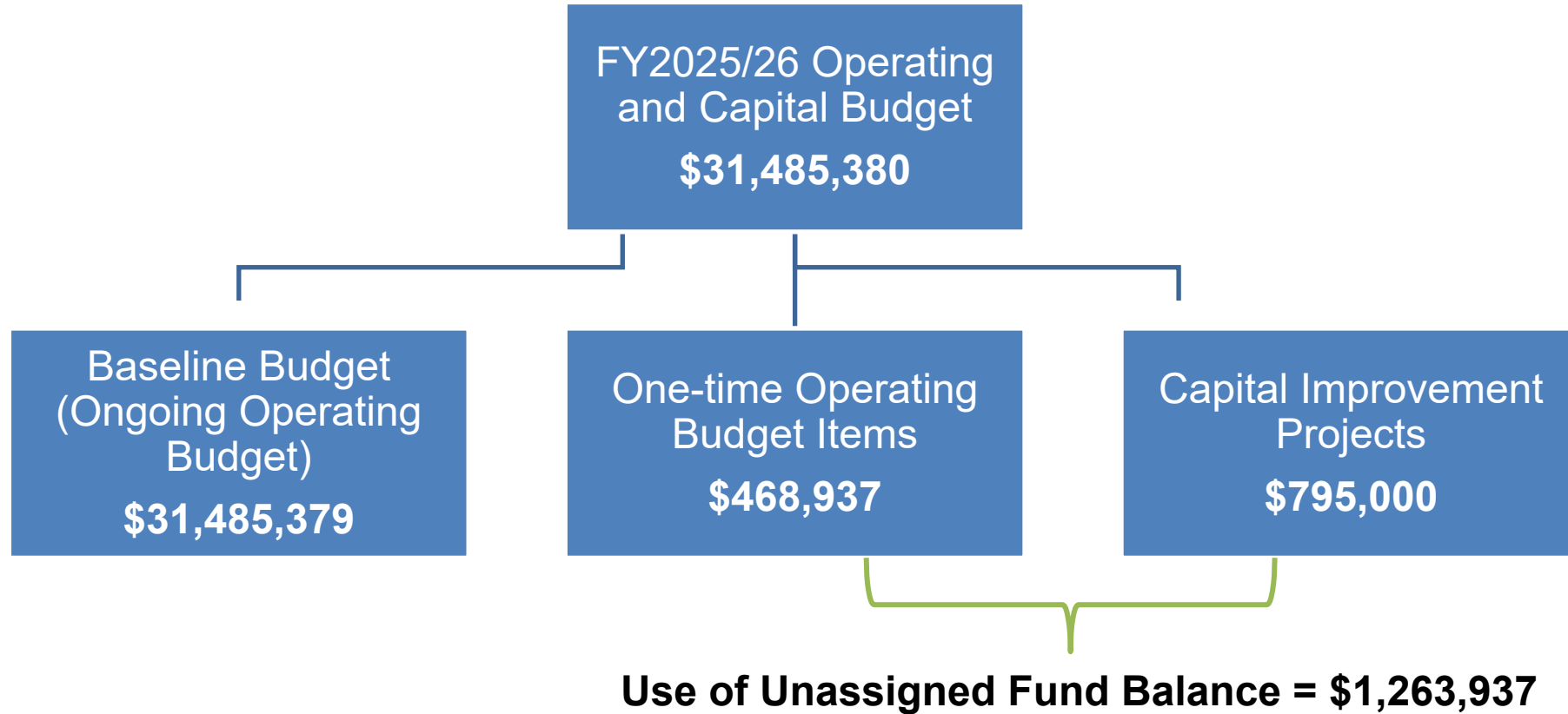
GENERAL FUND REVISED PROPOSED BUDGET HIGHLIGHTS

- City's baseline budget is budgeted as ongoing revenues equal ongoing expenditures
- Baseline budget revenues and expenditures are consistent with the prior forecast as there are no major changes to assumptions
 - Status quo staffing and service levels
- New sales tax revenue expected to generate approximately \$2.6 million
- General Reserve amended to 25% from 50% of total ongoing General Fund expenditures with proceeds being transferred to the Other Post-Employment Benefits (OPEB) Trust
- Staff travel & training reductions
- Does not include any potential salary adjustments that could result from labor agreements

FINANCIAL GOALS

- Develop a fiscally sustainable budget annually and in future years
- Maintain a positive net position whereby total assets exceed total liabilities
 - Maintain positive cash position by implementing balanced budgets and no deficit spending
 - Address unfunded liabilities

REVISED PROPOSED GENERAL FUND BUDGET



GENERAL FUND REVISED PROPOSED BUDGET - BASELINE REVENUES

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Revenues				
Property Tax	\$ 6,168,067	\$6,698,790	\$530,723	9%
Sales and Use Tax	9,698,436	12,364,189	2,665,753	27%
Utility Users Tax (UUT)	2,285,000	2,345,000	60,000	3%
Franchise Tax	850,000	850,000	-	0%
Transient Occupancy Tax (TOT)	460,000	400,000	(60,000)	-13%
Business License Tax	460,000	469,200	9,200	2%
Intergovernmental Tax	2,402,673	2,513,149	110,476	5%
Permits	251,700	301,700	50,000	20%
Fees	138,354	132,309	(6,045)	-4%
Charges for Services	1,774,307	1,861,497	87,190	5%
Other Revenues	462,106	366,619	(95,487)	-21%
Transfers In – Pension Trust	2,425,000	2,552,745	127,745	5%
Transfers In – OPEB Trust	-	630,182	630,182	0%
Transfers In - General Reserve	843,790	-	(843,790)	-100%
Total Revenues	28,219,433	31,485,380	3,265,947	12%

GENERAL FUND REVISED PROPOSED BUDGET – BASELINE EXPENDITURES

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Expenditures				
Salaries and Wages	10,343,285	10,539,653	196,368	2%
Benefits - PERS	3,985,906	4,437,115	451,209	11%
Benefits - Other Benefits	3,414,082	3,741,236	327,154	10%
Professional Services	8,342,117	8,837,233	495,116	6%
Other Operating	322,711	378,156	55,445	17%
Materials and Supplies	185,033	184,998	(35)	0%
Interdepartmental Charges	(719,548)	(665,537)	54,011	-8%
Capital Outlay	148,440	191,440	43,000	29%
Debt Service	636,107	653,545	17,438	3%
Transfers Out – Operating Subsidy	1,561,300	3,200,914	1,639,614	105%
Total Expenditures	28,219,433	31,485,379	3,265,946	12%
Net Surplus/(Deficit)	\$ -	-		

TRAVEL & TRAINING BUDGET REDUCTIONS

DEPARTMENT	AMOUNT OF REDUCTION
City Clerk	\$ 2,500
City Manager	2,050
City Manager/PCTV	7,067
Community Development	22,245
Community Services	6,600
Finance	1,100
Human Resources	6,318
Police Department	15,000
TOTAL	\$ 62,880

GENERAL FUND ONE-TIME BUDGET ITEMS

Department	Account String	Description	Amount
Community Development/ Economic Development	100-466-42403	Advertising (gen and industry-specific)	\$ 2,000
Community Development/ Economic Development	106-466-42101	Business Development/Community Help Reserve	10,000
Community Development/ Economic Development	106-466-42101	Revitalization Reserve	10,000
Finance	100-115-42101	Fee Study and Cost Allocation Plan	20,000
Finance	100-115-42101	Grant Consulting	16,000
Human Resources	100-116-42301	Executive Team Development/Retreat	10,000
Police	100-222-42201	CERT Program Supplies	20,000
Police	100-222-47105	Alex Clark Room Transformation	2,000
Public Works	100-342-42101	Active Transportation Plan	30,000
Public Works	106-341-42101	On-call Consultants for Capital Projects	75,000
Public Works	106-344-42101	IN1703 Storm Drain Master Plan	273,937
		Total One-Time Items	468,937
Public Works	100-342-47205	RO2401 Road Maintenance Repairs	350,000
Public Works	106-343-47203	FA2501 Zero-Emission Vehicle/EV Charging Infrastructure	75,000
Public Works	106-342-47205	RO1710 San Pablo Ave. Bridge Over BNSF Railroad	100,000
Public Works	106-344-47206	SW2401 Storm Drain Creek Discharge Improvements	120,000
Public Works	106-344-47207	SW2501 Stormwater Upgrade & Trash Capture	150,000
		Total Capital Improvement Projects	795,000
		Total One-Time Items and Capital Improvement Projects	\$ 1,263,937

RECREATION FUND

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Revenues				
		\$ -	\$ (81,983)	-100%
Grants	\$ 81,983			
Licenses & Permits	250	250	-	0%
Fees	15,000	30,000	15,000	100%
Charges for Services	352,610	387,900	35,290	10%
Miscellaneous Revenue	54,512	155,413	100,901	185%
Transfers In	751,300	1,793,450	1,042,150	139%
Total Revenues	1,255,655	2,367,013	1,111,358	89%
Expenditures				
Salaries and Wages	949,473	986,653	37,180	4%
Benefits	402,219	433,076	30,857	8%
Professional Services	465,304	525,627	60,324	13%
Other Operating	241,632	191,736	(49,896)	-21%
Materials and Supplies	7,261	10,050	2,789	38%
Interdepartmental Charges	194,867	184,870	(9,997)	5%
Capital Outlay	119,500	35,000	(84,500)	-71%
Total Expenditures	2,380,256	2,367,013	(13,243)	-1%
		\$		12
Net Surplus/(Deficit)	\$ (1,124,601) 0			Page 518 of 764

BUILDING AND PLANNING FUND

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Revenues				
Grants	\$ 40,000	\$ 442,800	\$ 402,800	1007%
Licenses & Permits	476,916	506,011	29,095	6%
Fees	865,610	852,866	(12,744)	-1%
Fines and Forfeitures	20,000	30,000	10,000	50%
Miscellaneous Revenue	6,000	4,460	(1,540)	-26%
Transfers In	67,000	894,670	827,670	1235%
Total Revenues	1,475,526	2,730,807	1,255,281	85%
Expenditures				
Salaries and Wages	901,446	1,125,970	224,524	25%
Benefits	350,581	535,616	185,035	53%
Professional Services	827,795	913,474	85,679	10%
Other Operating	6,050	6,050	-	0%
Materials and Supplies	3,000	1,900	(1,100)	-37%
Interdepartmental Charges	125,186	145,797	20,611	16%
Capital Outlay	5,500	2,000	(3,500)	-64%
Total Expenditures	2,219,558	2,730,807	511,249	23%
Net Surplus/(Deficit)	\$ (744,032)	\$ 0		

PINOLE COMMUNITY TELEVISION (PCTV)

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Revenues				
Franchise Tax	\$ 26,486	\$ 26,486	\$ -	0%
Charges for Services	179,047	168,840	(10,207)	-6%
Miscellaneous Revenue	3,000	90,500	87,500	2917%
Transfers In	160,000	361,794	201,794	126%
Total Revenues	368,533	647,620	279,087	76%
Expenditures				
Salaries and Wages	252,487	252,008	(479)	0%
Benefits	228,044	239,500	11,456	5%
Professional Services	52,170	34,984	(17,187)	-33%
Other Operating	6,818	6,818	-	0%
Materials and Supplies	350	350	-	0%
Interdepartmental Charges	82,589	64,607	(17,982)	-22%
Capital Outlay	211,425	49,355	(162,070)	-77%
Total Expenditures	833,883	647,621	(186,262)	-22%
Net Surplus/(Deficit)	\$ (465,350)	\$ 0		

SEWER ENTERPRISE FUND

	FY 2024/25 Adopted Budget	FY 2025/26 Proposed Budget	\$ Change	% Change
Revenues				
Charges for Services	\$ 10,164,403	\$ 12,735,506	\$ 2,571,103	25%
Investment Income	200,000	300,000	100,000	50%
Total Revenues	10,364,403	13,035,506	2,671,103	26%
Expenditures				
Salaries and Wages	1,783,010	1,904,585	121,575	7%
Benefits	1,065,047	1,151,537	86,490	8%
Professional Services	1,033,464	973,464	(60,000)	-6%
Other Operating	798,500	873,500	75,000	9%
Materials and Supplies	1,478,000	1,493,000	15,000	1%
Interdepartmental Charges	1,005,179	1,040,221	35,042	3%
Capital Outlay	28,996,597	29,181,597	185,000	1%
Debt Service	1,611,568	1,611,192	(376)	0%
Total Expenditures	37,771,365	38,229,096	457,731	1%
Net Surplus/(Deficit)	\$ (27,406,962)	\$ (25,193,590)		

OTHER BUDGET UPDATES

- Reserve Policy Amendment
 - Reduced reserve level from 50% to 25% of total ongoing General Fund expenditures
 - Proceeds of \$2.4 million will be transferred into the Section 115 Trust to set aside funds for Other Post Employment Benefits (OPEB) (retiree medical)
 - A portion will be transferred into the General Fund to offset OPEB costs

Estimated General Reserve Balance, 6/30/25	\$10,252,000
25% of Total Ongoing General Fund Expenditures (Amount to remain in General Reserve)	\$7,852,845
Amount Available to Transfer to Section 115 Trust	\$2,400,000

OTHER BUDGET UPDATES

- New Associate Civil Engineer added to the Sewer Enterprise
- Staff exploring debt financing for major road projects (\$15 - \$20 million over a 15-year period, as directed) and will return to a future City Council meeting with more information

OTHER BUDGET UPDATES

- City Council Travel and Training Allocations
 - The Revised Proposed Budget currently includes an allocation of \$4,250 per Council Member for a total of \$21,250

Current Budgeted Amount \$4,250 per Council Member	\$4,250 each for 3 Council Members and \$12,000 each for 2 Council Members	\$12,000 Per Council Member
\$21,250	\$36,250	\$72,000

CONCLUSION

- The FY 2025/26 Revised Proposed FY 2025/26 General Fund baseline budget is balanced, but very lean
- Staff continue to explore options to generate additional revenue, including grant opportunities, sponsorships, and others, as well as to capture expenditure savings

NEXT STEPS

- Staff to incorporate any changes, as directed, and present the Final Proposed Budget for adoption on June 17, 2025

THANK YOU

Q & A

City of Pinole





CITY COUNCIL REPORT

11.B.

DATE: JUNE 3, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: DRAFT FISCAL YEAR 2025-26 BASELINE BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN

RECOMMENDATION

Review the Draft Fiscal Year (FY) 2025-26 Capital Budget and the Five-Year FY 2025-26 through 2029-30 Capital Improvement Plan (CIP) and direct staff on changes.

BACKGROUND

The Capital Improvement Plan (CIP) is a five-year plan/forecast of the City's capital improvement projects and annual programs. The CIP serves as a tool for staff to plan, implement, and manage improvements and ongoing upgrades to the City's infrastructure.

A variety of funding sources support projects in the CIP. The first year's program is adopted by the City Council as the Capital Budget, as a counterpart to the annual Operating Budget. The fiscal resources are appropriated only in the first year, the subsequent four years of the CIP are important for longer-term planning and subject to future review and modification.

The draft FY 2025-26 through FY 2029-30 CIP is comprised of projects that fall into the following categories:

- Facilities
- Parks
- Sanitary Sewer
- Stormwater
- Streets and Roads
- Infrastructure Assessments

The proposed five-year CIP was reviewed by the Finance Committee on April 24, 2025. The Committee members emphasized the need to focus on pavement rehabilitation, streetlighting and wastewater projects.

The proposed CIP was also reviewed by City Council on May 6, 2025. City Council members commented on the various projects and directed staff to reduce and prioritize FY 2025-26 projects based on infrastructure needs, funding availability, and staff resources. It was also noted the need to minimize dependence on the City's general funds, and to kick-start road projects, preferably as bundles, in order to reduce the design and construction costs that have been rising over past years.

The CIP was revised and brought forward for City Council review and recommendations during the meeting held on May 13, 2025, and no further changes were recommended at the time. It should be noted that staff continued to pursue means that would minimize reliance on the City's general fund. Since the May 13th City Council meeting, staff was able to reduce the Measure S fund of \$241,000 previously recommended as a local match for the San Pablo Avenue Bridge Replacement Project to \$100,000. This reduction was possible due to the recent negotiated changes to the Strategic Management Planning Program (STMP) grant Agreement that would allow the City more flexibility in utilizing the STMP grant fund as a local match to the Federal Highway Bridge Program (HBP) grant. The Agreement was also extended for four additional years. Changes to the Agreement were approved by the West Contra Costa Transportation Commission (WCCTC) Board on May 23, 2025, and will soon be brought forward for the City's approval.

REVIEW AND ANALYSIS

The proposed five-year CIP FY 2025-26 through FY 2029-30 contains 45 projects and 5 infrastructure assessments. Based on City Council input, the proposed FY 2025-26 projects were reduced to now contain 2 Facility projects necessary because of deteriorating conditions, and 1 that is grant funded to establish EV charging infrastructure and zero emission fleet. FY 2025-26 projects also contain 2 Parks with relatively high maintenance costs and of community concerns. In addition, the first-year projects include 6 Wastewater and 2 Stormwater projects mostly funded by enterprise fees and expected to be supported by an additional engineering position. There are also 11 Streets and Roads projects that are likely to be bundled (in terms of scope and funding) depending on their locations to increase efficiency. This is in addition to 2 Infrastructure Assessments needed to assist with future planning. FY 2025-26 capital budget is aggressive with a total of 26 projects. However, these projects are necessary to enhance safety and operational conditions, to minimize liability, as well as to optimize maintenance and capital costs.

FISCAL IMPACT

The draft FY 2025-26 through FY 2029-30 Capital Improvement Plan (CIP) identifies projects with estimated total costs of \$91,248,449 to be funded by various funding sources including grants, enterprise fees, development impact fees, measure funds, potential vehicle impact fees, and potential debt financing in years two through five. The draft FY 2025-26 capital budget proposes projects totaling \$12,140,449 as detailed in Attachment A.

ATTACHMENTS

- A. CIP Summary & Project Charters
- B. Presentation



CITY OF PINOLE

FY 2025-26 THROUGH FY 2029-30 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

SOURCES BY FUND		FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
1	100 - General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
2	105 - Measure S 2006	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
3	106 - Measure S 2014	\$ 570,000	\$ 2,123,000	\$ 918,965	\$ 250,000	\$ 250,000	\$ 4,111,965
4	200 - Gas Tax	\$ 1,500,000	\$ 880,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 3,880,000
5	214 - Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	215 - Grant: TLC	\$ 41,442	\$ -	\$ -	\$ -	\$ -	\$ 41,442
7	215 - Grant: Climate Implementation Grant - MTC	\$ 595,000	\$ 357,000	\$ -	\$ -	\$ -	\$ 952,000
8	215 - Grant: HSIP	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ 239,040
9	215 - Measure J	\$ 750,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 250,000	\$ 2,500,000
10	215 - Grant: OBAG	\$ -	\$ 650,000	\$ 370,000	\$ -	\$ -	\$ 1,020,000
11	275 - Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	276 - Growth Impact Fees	\$ 950,000	\$ 2,018,000	\$ 620,000	\$ 220,000	\$ 250,000	\$ 4,058,000
13	324 - Public Facilities Fund	\$ -	\$ 582,000	\$ 400,000	\$ -	\$ -	\$ 982,000
14	325 - City Street Improvements	\$ 900,000	\$ 1,075,000	\$ 700,000	\$ 700,000	\$ 650,000	\$ 4,025,000
=	325 - Grant: TDA Article 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	325 - Grant: STMP Fees	\$ 597,417	\$ 670,000	\$ 480,000	\$ -	\$ -	\$ 1,747,417
17	325 - Grant: HBP	\$ 1,351,590	\$ 1,600,000	\$ 23,919,035	\$ -	\$ -	\$ 26,870,625
18	377 - Arterial Streets Rehabilitation	\$ 560,960	\$ 450,000	\$ 400,000	\$ 350,000	\$ 350,000	\$ 2,110,960
19	500 - Sewer Enterprise Fund	\$ 2,735,000	\$ 5,650,000	\$ 4,480,000	\$ 4,995,000	\$ 2,835,000	\$ 20,695,000
21	Potential Debt Financing	\$ -	\$ 4,000,000	\$ 4,000,000	\$ 2,750,000	\$ 2,250,000	\$ 13,000,000
22	Potential Vehicle Impact Fee	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
	Sources Total	\$ 12,140,449	\$ 21,105,000	\$ 37,638,000	\$ 10,615,000	\$ 7,685,000	\$ 89,183,449
23	Unfunded Total	\$ -	\$ 515,000	\$ -	\$ 1,050,000	\$ 500,000	\$ 2,065,000
	Total Sources Required	\$ 12,140,449	\$ 21,620,000	\$ 37,638,000	\$ 11,665,000	\$ 8,185,000	\$ 91,248,449



CITY OF PINOLE
CAPITAL IMPROVEMENT PLAN: FY 2025-26
ACCOUNT SUMMARY

FACILITIES														
PRJ #	PROJECT	FY 2025-26	106-343-47201	276-343-47201	324-343-47201	215-342-47205								Unfunded
FA2502	Upgrade of City Pools	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -								\$ -
FA2501	Zero-Emission Vehicle and EV Charging Infrastructure	\$ 670,000	\$ 75,000	\$ -	\$ -	\$ 595,000								\$ -
FA2401	Tiny Tots Flooring and Painting	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
FA2302	Plum St. Parking Lot Improvements	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
FA2301	Public Safety Building Modernization	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
FA2202	Senior Center Modernization	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
FA1901	Senior Center Auxiliary Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
FA1703	City Hall Modernization	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ -								\$ -
FA1702	Citywide Roof Repairs and Replacement	\$ -	\$ -	\$ -	\$ -	\$ -								\$ -
PARKS														
PRJ #	PROJECT	FY 2025-26	276-345-47203	214-345-47203	106-345-47203									Unfunded
PA2501	Improvements to City Parks	\$ 200,000	\$ 200,000	\$ -	\$ -									\$ -
PA2402	Mural Preservation	\$ -	\$ -	\$ -	\$ -									\$ -
PA2401	Fernandez Park Improvements	\$ -	\$ -	\$ -	\$ -									\$ -
PA2202	Skatepark Rehabilitation	\$ -	\$ -	\$ -	\$ -									\$ -
PA1901	Pinole Valley Park Soccer Field Rehabilitation	\$ 250,000	\$ 250,000	\$ -	\$ -									\$ -
SANITARY SEWER														
PRJ #	PROJECT	FY 2025-26	500-641-47201	500-642-47201	276-642-47207									Unfunded
SS2501	Replacement of Blowers at the Treatment Plant	\$ 280,000	\$ -	\$ 280,000	\$ -									\$ -
SS2407	Private Sewer Lateral Program	\$ 150,000	\$ -	\$ 150,000	\$ -									\$ -
SS2406	WPCP Solar and Battery	\$ -	\$ -	\$ -	\$ -									\$ -
SS2405	Lower Tennent Trunk Sewer Capacity	\$ -	\$ -	\$ -	\$ -									\$ -
SS2404	WPCP Boiler Replacement	\$ -	\$ -	\$ -	\$ -									\$ -
SS2403	WPCP Centrifuge Replacement	\$ -	\$ -	\$ -	\$ -									\$ -
SS2402	Pinon-2 Sewer Capacity	\$ -	\$ -	\$ -	\$ -									\$ -
SS2203	Effluent Outfall	\$ 650,000	\$ 650,000	\$ -	\$ -									\$ -
SS2101	Secondary Clarifier Rehabilitation	\$ 425,000	\$ 425,000	\$ -	\$ -									\$ -
SS2002	Water Pollution Control Plan Lab Remodel	\$ 150,000	\$ 150,000	\$ -	\$ -									\$ -
SS1702	Sewer Pump Station Rehabilitation	\$ 850,000	\$ -	\$ 850,000	\$ -									\$ -
STORMWATER														
PRJ #	PROJECT	FY 2025-26	106-344-47206	276-344-47206										Unfunded
SW2501	Stormwater Upgrade & Trash Capture	\$ 150,000	\$ 150,000											\$ -
SW2401	Storm Drain Creek Discharge Improvements	\$ 120,000	\$ 120,000											\$ -
SW2001	Robie Road Storm Drainage Improvements	\$ -	\$ -											\$ -
STREETS & ROADS														
PRJ #	PROJECT	FY 2025-26	106-342-47205	215-342-47205	105-342-47205	276-342-47205	325-342-42101	500-641-42101	200-342-47205	377-342-47205	Potential Vehicle Impact Fee			Unfunded
RO2507	ADA Transition Plan Update	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2506	Traffic Calming Program	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2505	Safe Routes to Schools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2504	Pavement Marking and Signage Upgrades	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2503	City Streetlights Upgrade	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -
RO2502	Pinole Signals Upgrade	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -
RO2501	Accessibility Improvements Project	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2404	Crosswalk Tennent Ave at Prune St	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2403	Old Town Traffic Calming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2402	Sidewalk Rehabilitation Program	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2401	Road Maintenance Repairs	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2303	Pinole Smart Signals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2302	Safety Improvements on Arterial Roadways	\$ 350,000	\$ -	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,960	\$ -	\$ -	\$ -	\$ -
RO2301	Road Rehabilitation	\$ 3,250,000	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
RO2102	Tennent Ave Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO1902	Pedestrian Improvements at Tennent Ave. Near RXR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO1710	San Pablo Avenue Bridge Over BNSF Railroad	\$ 2,090,449	\$ 100,000	\$ 41,442	\$ -	\$ -	\$ 1,949,007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INFRASTRUCTURE ASSESSMENTS														
PRJ #	ASSESSMENT	FY 2025-26	106-343-42101	106-344-42101	500-642-42101	500-641-42101	325-342-42101							Unfunded
IN2301	Facilities & Real Estate Master Plan	\$ -					\$ -							\$ -
IN2105	Applan Way Complete Streets	\$ -					\$ -							\$ -
IN2103	Recycled Water Feasibility	\$ 80,000			\$ 80,000		\$ -							\$ -
IN2101	Emergency Power for Critical Facilities	\$ -			\$ -		\$ -							\$ -
IN1703	Storm Drain Master Plan	\$ 275,000	\$ 150,000	\$ 125,000			\$ -							\$ -
Uses by Project Total		\$ 12,140,449												

LEGEND:
• Project numbers: **FA** = Facilities; **PA** = Parks; **SS** = Sanitary Sewer; **SW** = Storm Water; **RO** = Streets & Roads; **IN** = Infrastructure Assessments
* Project cost to be split 50% with the City of Hercules



CITY OF PINOLE

CAPITAL IMPROVEMENT PLAN: FY 2025-26 THROUGH FY 2029-30

FUNDING SUMMARY

SOURCES BY FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
100 - General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
105 - Measure S 2006	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
106 - Measure S 2014	\$ 570,000	\$ 2,123,000	\$ 918,965	\$ 250,000	\$ 250,000	\$ 4,111,965
200 - Gas Tax	\$ 1,500,000	\$ 880,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 3,880,000
214 - Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
215 - Grant: TLC	\$ 41,442	\$ -	\$ -	\$ -	\$ -	\$ 41,442
215 - Grant: Climate Implementation Grant - MT	\$ 595,000	\$ 357,000	\$ -	\$ -	\$ -	\$ 952,000
215 - Grant: HSIP	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ 239,040
215 - Measure J	\$ 750,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 250,000	\$ 2,500,000
215 - Grant: OBAG	\$ -	\$ 650,000	\$ 370,000	\$ -	\$ -	\$ 1,020,000
275 - Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
276 - Growth Impact Fees	\$ 950,000	\$ 2,018,000	\$ 620,000	\$ 220,000	\$ 250,000	\$ 4,058,000
324 - Public Facilities Fund	\$ -	\$ 582,000	\$ 400,000	\$ -	\$ -	\$ -
325 - City Street Improvements	\$ 900,000	\$ 1,075,000	\$ 700,000	\$ 700,000	\$ 650,000	\$ 4,025,000
325 - Grant: TDA Article 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
325 - Grant: STMP Fees	\$ 597,417	\$ 670,000	\$ 480,000	\$ -	\$ -	\$ 1,747,417
325 - Grant: HBP	\$ 1,351,590	\$ 1,600,000	\$ 23,919,035	\$ -	\$ -	\$ 26,870,625
377 - Arterial Streets Rehabilitation	\$ 560,960	\$ 450,000	\$ 400,000	\$ 350,000	\$ 350,000	\$ 2,110,960
500 - Sewer Enterprise Fund	\$ 2,735,000	\$ 5,650,000	\$ 4,480,000	\$ 4,995,000	\$ 2,835,000	\$ 20,695,000
Potential Debt Financing	\$ -	\$ 4,000,000	\$ 4,000,000	\$ 2,750,000	\$ 2,250,000	\$ 13,000,000
Potential Vehicle Impact Fee	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Sources Total	\$ 12,140,449	\$ 21,105,000	\$ 37,638,000	\$ 10,615,000	\$ 7,685,000	\$ 89,183,449
Unfunded Total	\$ -	\$ 515,000	\$ -	\$ 1,050,000	\$ 500,000	\$ 2,065,000
Total Sources Required	\$ 12,140,449	\$ 21,620,000	\$ 37,638,000	\$ 11,665,000	\$ 8,185,000	\$ 91,248,449

FACILITIES							
PRJ #	PROJECT	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
FA2502	Upgrade of City Pools	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 400,000
FA2501	Zero-Emission Vehicle and EV Charging Infrastructure	\$ 670,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 1,070,000
FA2401	Tiny Tots Flooring and Painting	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
FA2302	Plum St. Parking Lot Improvements	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000
FA2301	Public Safety Building Modernization	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
FA2202	Senior Center Modernization	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
FA1901	Senior Center Auxiliary Parking Lot	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 500,000	\$ 1,550,000
FA1703	City Hall Modernization	\$ 400,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 700,000
FA1702	Citywide Roof Repairs and Replacement	\$ -	\$ 600,000	\$ 400,000	\$ -	\$ -	\$ 1,000,000
PARKS							
PRJ #	PROJECT	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
PA2501	Improvements to City Parks	\$ 200,000	\$ 200,000	\$ 220,000	\$ 220,000	\$ 250,000	\$ 1,090,000
PA2402	Mural Preservation	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
PA2401	Fernandez Park Improvements	\$ -	\$ 480,000	\$ 400,000	\$ -	\$ -	\$ 880,000
PA2202	Skatepark Rehabilitation	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
PA1901	Pinole Valley Park Soccer Field Rehabilitation	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
SANITARY SEWER							
PRJ #	PROJECT	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
SS2501	Replacement of Blowers at the Treatment Plant	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000
SS2407	Private Sewer Lateral Program	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
SS2406 *	WPCP Solar and Battery	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
SS2405	Lower Tennent Trunk Sewer Capacity	\$ -	\$ -	\$ 170,000	\$ 3,880,000	\$ -	\$ 4,050,000
SS2404 *	WPCP Boiler Replacement	\$ -	\$ -	\$ 660,000	\$ -	\$ -	\$ 660,000
SS2403 *	WPCP Centrifuge Replacement	\$ -	\$ -	\$ -	\$ 990,000	\$ -	\$ 990,000
SS2402	Pinon-2 Sewer Capacity	\$ -	\$ -	\$ -	\$ 125,000	\$ 2,835,000	\$ 2,960,000
SS2203 *	Effluent Outfall	\$ 650,000	\$ 1,350,000	\$ 1,150,000	\$ -	\$ -	\$ 3,150,000
SS2101 *	Secondary Clarifier Rehabilitation	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000
SS2002 *	Water Pollution Control Plan Lab Remodel	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
SS1702	Sewer Pump Station Rehabilitation	\$ 850,000	\$ 3,950,000	\$ 2,500,000	\$ -	\$ -	\$ 7,300,000
STORMWATER							
PRJ #	PROJECT	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
SW2501	Stormwater Upgrade & Trash Capture	\$ 150,000	\$ 150,000	\$ 120,000	\$ 100,000	\$ 100,000	\$ 620,000
SW2401	Storm Drain Creek Discharge Improvements	\$ 120,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 720,000
SW2001	Roble Road Storm Drainage Improvements	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000
STREETS & ROADS							
PRJ #	PROJECT	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
RO2507	ADA Transition Plan Update	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
RO2506	Traffic Calming Program	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000
RO2505	Safe Routes to Schools	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 350,000
RO2504	Pavement Marking and Signage Upgrades	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
RO2503	City Streetlights Upgrade	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000
RO2502	Pinole Signals Upgrade	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000
RO2501	Accessibility Improvements Project	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
RO2404	Crosswalk Tennent Ave at Prune St	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
RO2403	Old Town Traffic Calming	\$ -	\$ 570,000	\$ -	\$ -	\$ -	\$ 570,000
RO2402	Sidewalk Rehabilitation Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
RO2401	Road Maintenance Repairs	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
RO2303	Pinole Smart Signals	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
RO2302	Safety Improvements on Arterial Roadways	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
RO2301	Road Rehabilitation	\$ 3,250,000	\$ 5,000,000	\$ 5,000,000	\$ 3,750,000	\$ 3,000,000	\$ 20,000,000
RO2102	Tennent Ave Rehabilitation	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
RO1902	Pedestrian Improvements at Tennent Ave. Near RXR	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 1,500,000
RO1710 **	San Pablo Avenue Bridge Over BNSF Railroad	\$ 2,090,449	\$ 2,200,000	\$ 27,018,000	\$ -	\$ -	\$ 31,308,449
INFRASTRUCTURE ASSESSMENTS							
PRJ #	ASSESSMENT	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
IN2301	Facilities & Real Estate Master Plan	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
IN2105	Appian Way Complete Streets	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
IN2103	Recycled Water Feasibility	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
IN2101	Emergency Power for Critical Facilities	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
IN1703	Storm Drain Master Plan	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
Uses by Project Total		\$12,140,449	\$21,620,000	\$40,138,000	\$11,665,000	\$8,185,000	\$93,748,449

LEGEND:
• Project numbers: **FA** = Facilities; **PA** = Parks; **SS** = Sanitary Sewer; **SW** = Storm Water; **RO** = Streets & Roads; **IN** = Infrastructure Assessments
* Project cost to be split 50% with the City of Hercules

FA2502 - UPGRADE OF CITY POOLS

Functional Area :								Project Origin :				Priority Score :	
Type of CIP		Budget		Unappropriated Subsequent Years					Project Estimate FY 2025 - 2030				
☐ New	☐ Expansion	Year 1 FY 2025-26		Year 2 FY 2026-27		Year 3 FY 2027-28		Year 4 FY 2028-29			Year 5 FY 2029-30		
☐ Replacement	☒ Renovation												
☐ Land/Row Acq. Required													
☐ Rehabilitation													
Estimated Expenditures To-Date		\$ -	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000		
Project Start 7/1/2025								Estimated Completion 6/30/2027					
Description													
The City's pool has five (5) lanes with depth ranges from 3.5 feet to 9 feet. The City also offers a small pool for beginners, small children or parent getting their children use to the water. The children's pool measures 25' x 25' and is two and a half (2.5) feet deep. The facility and pool offer amenities such as a handicap chair lift and full lockers to put your personal items and showers. Maintenance costs have been high due to the age and condition of the pools and associated equipment, and the main pool had to be closed for a number of months. This project will fully renovate and upgrade the pools along with associated amenities.													
History, Status, or Impact if Delayed													
Increased maintenance costs and potential for additional closures to avoid safety or liability issues.													
General Plan Goals/Policies													
Policy GM.4.1, Goal CS.1, Goal CS.9, Policy CS.9.1													
Summary of Capital Cost													
USE(S)	Budget		Projected Budget					Project Estimate					
	FY 2025-26		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030						
Planning													
Design			\$ 30,000					\$ 30,000					
Construction	\$ 90,000		\$ 250,000					\$ 340,000					
Contingency	\$ 10,000		\$ 20,000					\$ 30,000					
TOTAL USES	\$ 100,000		\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000					
SOURCE(S)													
276 - Growth Impact Fees	\$ 100,000		\$ 300,000					\$ 400,000					
TOTAL FUNDS	\$ 100,000		\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000					

FA2501 - ZERO-EMISSION VEHICLE AND EV CHARGING INFRASTRUCTURE

Functional Area :		Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 670,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 1,070,000
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description

In August 2024, City Council adopted the City's Climate Action and Adaptation Plan (CAAP) to achieve carbon neutrality by 2045, in alignment with the State's Senate Bill 32 and Assembly Bill 1279. Pinole's community-wide and municipal greenhouse gas (GHG) inventories identified the transportation sector as the largest source of emissions, accounting for 50% of the total GHG emissions. In December 2024, the City's Community Development Department submitted to the Metropolitan Transportation Commission (MTC) an application requesting \$952,000 in grant funds in addition to a required 11% local match (\$118,000) for a total Project cost of 1,070,000 for accelerating zero-emission vehicle adoption and expanding the EV charging infrastructure in alignment with the Pinole's CAAP goals.



History, Status, or Impact if Delayed

The CAAP recommends installation of 267 level 2 chargers by 2030 and 323 level 2 chargers by 2045, increasing passenger zero-emission vehicles (ZEV) use to 33% by 2030, increasing commercial zero-emission vehicle (ZEV) use to 25% by 2030, and electrifying or otherwise decarbonizing 30% of the municipal vehicle fleet by 2026.

General Plan Goals/Policies

2024 Climate Action and Adaptation Plan

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ 120,000					\$ 120,000
Construction	\$ 500,000	\$ 370,000				\$ 870,000
Contingency	\$ 50,000	\$ 30,000				\$ 80,000
TOTAL USES	\$ 670,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 1,070,000
SOURCE(S)						
106 - Measure S 2014	\$ 75,000	\$ 43,000				\$ 118,000
215 - Grant: Climate Implentation Grant - M	\$ 595,000	\$ 357,000				\$ 952,000
TOTAL FUNDS	\$ 670,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 1,070,000

FA2401 - TINY TOTS FLOORING AND PAINTING

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : 42	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☒ Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
Pinole Tiny Tots interior and exterior facility maintenance including flooring and painting. Replacement of existing carpeted areas in the main room with new carpet or carpet tiles and replacement of existing vinyl linoleum with a waterproof plank vinyl in the snack area and craft/play areas. Exterior siding, eaves, and trim repairs and painting. Interior office, main room, kitchen, and restrooms painting.							
History, Status, or Impact if Delayed							
The current carpeting and vinyl linoleum flooring are in need of replacement. The carpeted areas are worn and also contain many raised areas that create a tripping hazard. The current exterior and interior paint is from approximately 20 years ago and shows discoloration, fading, chipping, and weathering.							
General Plan Goals/Policies							
Goal CS.1, Policy CS.1.1; Goal CS.3, Policy CS.3.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design							
Construction		\$ 250,000				\$ 250,000	
Contingency							
TOTAL USES	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	
SOURCE(S)							
276 - Growth Impact Fees		\$ 250,000				\$ 250,000	
TOTAL FUNDS	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	

FA2302 - PLUM ST. PARKING LOT IMPROVEMENTS

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : 12	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Expansion ☐ Replacement ☒ Renovation ☐ Land/Row Acq. Required ☐ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
To provide a secure parking area for Police vehicles in the Plum St. parking lot. The parking lot will remain open for the public. A portion of the parking lot, approximately 25 spaces will be secured with a chain-link fence with security gates for Police vehicles. The layout of the parking lot likely to be redesigned. In addition, bicycle parking will be provided to the public.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.2, Policy CS.2.6; Goal CE.5							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design		\$ 20,000				\$ 20,000	
Construction		\$ 180,000				\$ 180,000	
Contingency		\$ 20,000				\$ 20,000	
TOTAL USES	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	
SOURCE(S)							
324 - Public Facilities Fund		\$ 220,000				\$ 220,000	
TOTAL FUNDS	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	

FA2301 - PUBLIC SAFETY BUILDING MODERNIZATION							
Functional Area : Facilities		Project Origin : Staff Recommendation			Priority Score : 34		
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ 150,000.00	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 650,000
Project Start 7/1/2024					Estimated Completion 6/30/2027		
Description To extend the useful life of the Public Safety building, there are several items that require attention including but not limited to replacement of the HVAC system, carpet, flooring, water heaters, light fixtures, fans, etc. In addition, the building requires painting (interior and exterior), and the locker rooms also require renovation.							
							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.2, Policy CS.2.6, Goal CS.1, Policy CS.1.1, Policy SE.1.3							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design		\$ 50,000				\$ 50,000	
Construction		\$ 400,000				\$ 400,000	
Contingency		\$ 50,000				\$ 50,000	
TOTAL USES	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000	
SOURCE(S)							
106 - Measure S 2014		\$ 200,000				\$ 200,000	
276 - Growth Impact Fees		\$ 300,000				\$ 300,000	
TOTAL FUNDS	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000	

FA2202 - SENIOR CENTER MODERNIZATION

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : 37	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation	☐ Expansion ☒ Renovation	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$185,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 335,000
Project Start 7/1/2024					Estimated Completion 6/30/2027		
Description							
This ongoing project includes a facilities condition assessment and design and construction of improvements to modernize the existing Senior Center building located at 2525 Charles Avenue. Work include upgrades to energy system, roof repairs, and interior renovations.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Policy CS.2.6, Goal CS.1, Policy CS.1.1, Policy SE.1.3							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design							
Construction		\$ 130,000				\$ 130,000	
Contingency		\$ 20,000				\$ 20,000	
TOTAL USES	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	
SOURCE(S)							
276 - Growth Impact Fees		\$ 150,000				\$ 150,000	
TOTAL FUNDS	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	

FA1901 - SENIOR CENTER AUXILIARY PARKING LOT

Functional Area : Facilities		Project Origin : Fowler Lot Re-Use Committee				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☒ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures to-date	\$ 126,655.00	\$ -	\$ -	\$ -	\$ 1,050,000.00	\$ 500,000.00	\$ 1,676,655
Project Start 7/1/2024					Estimated Completion 6/30/2030		
Description							
On February 2, 2021 City Council adopted Resolution 2021-07 and awarded a contract to a consultant for the preliminary engineering and design for the parking lot. The parking lot will be designed to be a multi-benefit project that includes pavement structural section, striping, lighting, bicycle parking, electric vehicle charging stations, stormwater capture and retention, and drought tolerant landscaping. The final design will offer the maximum number of parking spaces while allowing access for both vehicles and pedestrians and include aesthetic design components. On June 7, 2022, City Council directed staff to incorporate the installation of a solar canopy and backup battery system at the site.							
History, Status, or Impact if Delayed							
On April 16, 1990 City Council adopted Resolution 2380 authorizing the purchase of 2548 Charles Street. At the time of purchase, City Council determined that construction of a Senior Center was necessary, and that this property was needed to provide sufficient parking for the Center. The parcel is surrounded by municipal parking lots which serve the Senior Center and Old Town Pinole. The Fowler House tenants remained in the property till 2010 and many discussions took place to determine the best use of the property. It was determined that the house had asbestos and lead paint. On July 17, 2018, City Council adopted Resolution 2018-67 to create the Fowler Lot Re-use Committee to evaluate the reuse and redevelopment of the property. The Committee evaluated uses for the lot and determined the best use of the property is a parking lot. On October 16, 2018, the City Council adopted Resolution No. 2018-93 to approve a contract with a construction company to abate and demolish the Fowler house. The property demolition was completed on March 11, 2019. On July 21, 2020, City Council adopted Resolution 2020-68 to accept the final recommendation of the Committee.							
General Plan Goals/Policies							
Goal CE.5, Goal CS.1, Policy GM.4.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design				\$ 100,000		\$ 100,000	
Construction				\$ 870,000	\$ 450,000	\$ 1,320,000	
Contingency				\$ 80,000	\$ 50,000	\$ 130,000	
TOTAL USES	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 500,000	\$ 1,550,000	
SOURCE(S)							
Unfunded				\$ 1,050,000	\$ 500,000	\$ 1,550,000	
TOTAL FUNDS	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 500,000	\$ 1,550,000	

FA1703 - CITY HALL MODERNIZATION

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : 35	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Expansion ☐ Replacement ☒ Renovation ☐ Land/Row Acq. Required ☐ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ 400,000.00	\$ 300,000	\$ -	\$ -	\$ -	\$ 700,000
Project Start 7/1/2025					Estimated Completion 6/30/2027		
Description							
Interior improvements and exterior painting to extend the life of the City Hall building and improve its functionality for staff and the public. Several items that require attention include but are not limited to the configuration of rooms, carpet, flooring, window coverings, light fixtures, improved service counters, improved exterior doors insulation and landing to prevent the rain from leaking inside the building, and addition of a lactation room. Interior and exterior surfaces require repainting as the paint system has reached the end of its useful life with fading, chipping paint, along with water and mildew damage. Exterior improvements will include replacement of the City seal and addition of a wall-mounted flagpole and multi-color lighting.							
History, Status, or Impact if Delayed							
Exterior painting is necessary to maintain external protection from the environment.							
General Plan Goals/Policies							
Policy CS.2.6, Goal CS.1, Policy CS.1.1, Policy SE.1.3							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design	\$ 30,000	\$ -				\$ 30,000	
Construction	\$ 340,000	\$ 270,000				\$ 610,000	
Contingency	\$ 30,000	\$ 30,000				\$ 60,000	
TOTAL USES	\$ 400,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 700,000	
SOURCE(S)							
276 - Growth Impact Fees	\$ 400,000					\$ 400,000	
106 - Measure S 2014		\$ 300,000				\$ 300,000	
TOTAL FUNDS	\$ 400,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 700,000	

FA1702 - CITYWIDE ROOF REPAIRS AND REPLACEMENT

Functional Area : Facilities		Project Origin : End of Life Cycle				Priority Score : 43	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☒ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ -	\$ 600,000	\$ 400,000	\$ -	\$ -	\$ 1,000,000
Project Start 7/1/2026					Estimated Completion 6/30/2028		
Description							
Roof repairs and replacement at City facilities including the Public Safety Building, City Hall, and Water Pollution Control Plant. In October 2022, City staff received quotes for the rehabilitation of the roofs; it was determined that the Public Safety building roof needs immediate replacement.							
History, Status, or Impact if Delayed							
In 2015, comprehensive visual roof inspections were completed by a contractor on various City owned facilities. The purpose of the inspection was to identify the extent, if any, of moisture intrusion into the existing roof assemblies, document observed roof system deficiencies, determine the overall condition of the existing roof systems and to estimate the service life of the in-place roof assemblies.							
General Plan Goals/Policies							
Policy GM.4.1, Goal CS.1, Goal CS.9, Policy CS.9.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design		\$ 60,000				\$ 60,000	
Construction		\$ 490,000	\$ 350,000			\$ 840,000	
Contingency		\$ 50,000	\$ 50,000			\$ 100,000	
TOTAL USES	\$ -	\$ 600,000	\$ 400,000	\$ -	\$ -	\$ 1,000,000	
SOURCE(S)							
324 - Public Facilities Fund		\$ 362,000	\$ 400,000			\$ 762,000	
276 - Growth Impact Fees		\$ 238,000				\$ 238,000	
TOTAL FUNDS	\$ -	\$ 600,000	\$ 400,000	\$ -	\$ -	\$ 1,000,000	

PA2501 - IMPROVEMENTS TO CITY PARKS

Functional Area :			Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☒ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures To-Date	\$ -	\$ 200,000	\$ 200,000	\$ 220,000	\$ 220,000	\$ 250,000	\$ 1,090,000	
Project Start 7/1/2025					Estimated Completion 6/30/2030			

Description

This annual project is intended to implement upgrades to the City's parks and fields such as the replacement of restrooms with ones that are equipped with fire retardant roofs and durable, fire-resistant building materials. Other potential upgrades would cover lighting, playground equipment, shaded structures, furnishings, installation of welcome kiosk and wayfinding signs, enhancing landscaping, public art, and paving trails. Identified improvements will be based on community input and aim to beautify the City's parks and enhance safety, health and quality of life.



History, Status, or Impact if Delayed

Reduce maintenance costs, and improve quality of parks and amenities.

General Plan Goals/Policies

Goal CS.2, Goal CS.3, Policy CS 2.6 & 3.1, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Construction	\$ 160,000	\$ 160,000	\$ 180,000	\$ 180,000	\$ 200,000	\$ 880,000
Contingency	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 30,000	\$ 110,000
TOTAL USES	\$ 200,000	\$ 200,000	\$ 220,000	\$ 220,000	\$ 250,000	\$ 1,090,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 200,000	\$ 200,000	\$ 220,000	\$ 220,000	\$ 250,000	\$ 1,090,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 220,000	\$ 220,000	\$ 250,000	\$ 1,090,000

PA2402 - MURAL PRESERVATION							
Functional Area : Parks		Project Origin : Council Request				Priority Score : 27	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Replacement ☐ Land/Row Acq. Required ☒ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures To-Date	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description Preservation and enhancment of murals in the City, community participation will be sought as applicable. 							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CC.1, Policy CC.1.3; Goal CC.5, Policy CC.5.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design							
Construction		\$ 100,000				\$ 100,000	
Contingency							
TOTAL USES	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	
SOURCE(S)							
106 - Measure S 2014		\$ 100,000				\$ 100,000	
TOTAL FUNDS	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	

PA2401 - FERNANDEZ PARK IMPROVEMENTS

Functional Area : Parks			Project Origin : Staff Recommendation				Priority Score : 24	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☒ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures To-Date	\$ 20,000.00	\$ -	\$ 480,000	\$ 400,000	\$ -	\$ -	\$ 900,000	
Project Start 7/1/2024					Estimated Completion 6/30/2028			

Description

Renovations to the baseball field to decrease water and energy usage in addition to infrastructure improvements to increase accessibility and safety.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Goal CS.1, Policy CS.1.1, Policy CS.1.3; Goal CS.3, Policy CS.3.1; Goal CS.9, Policy CS.9.1, Goal SE.4, Policy SE.4.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design		\$ 70,000				\$ 70,000
Construction		\$ 360,000	\$ 360,000			\$ 720,000
Contingency		\$ 50,000	\$ 40,000			\$ 90,000
TOTAL USES	\$ -	\$ 480,000	\$ 400,000	\$ -	\$ -	\$ 880,000
SOURCE(S)						
276 - Growth Impact Fees		\$ 480,000	\$ 400,000			\$ 880,000
TOTAL FUNDS	\$ -	\$ 480,000	\$ 400,000	\$ -	\$ -	\$ 880,000

PA2202 - SKATEPARK REHABILITATION							
Functional Area : Parks		Project Origin : Council Request				Priority Score : 34	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☒ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
The ramps at the skatepark have settled and need to be replaced, the construction of a retaining wall may be needed.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.2, Goal CS.3, Policy CS 2.6 & 3.1, Policy GM.4.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design		\$ 10,000				\$ 10,000	
Construction		\$ 160,000				\$ 160,000	
Contingency		\$ 30,000				\$ 30,000	
TOTAL USES	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	
SOURCE(S)							
106 - Measure S 2014		\$ 200,000				\$ 200,000	
TOTAL FUNDS	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	

PA1901 - PINOLE VALLEY PARK SOCCER FIELD REHABILITATION

Functional Area : Parks		Project Origin : Council Request				Priority Score : 33	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation	☐ Expansion ☒ Renovation	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Project Start 7/1/2025					Estimated Completion 6/30/2026		
Description							
There are two soccer fields at Pinole Valley Park which are utilized on an annual basis, the Wright Avenue Soccer Field at the southerly end, and Savage Avenue Soccer Field at the northern end. Both fields are heavily used by soccer leagues and the general public. The Savage Avenue Soccer Field requires substantial rehabilitation which includes: upgrading the irrigation system and ongoing turf maintenance. Turf maintenance includes mowing, fertilizing, aeration, overseeding, and topdressing.							
History, Status, or Impact if Delayed							
This project has been delayed pending the development of a Park Master Plan (CIP Project# SS2401).							
General Plan Goals/Policies							
Goal CS.1, Goal CS.3, Policy CS 3.1, Policy GM.4.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design							
Construction	\$ 230,000					\$ 230,000	
Contingency	\$ 20,000					\$ 20,000	
TOTAL USES	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
SOURCE(S)							
276 - Growth Impact Fees	\$ 250,000					\$ 250,000	
TOTAL FUNDS	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	

SS2501 - REPLACEMENT OF BLOWERS AT THE TREATMENT PLANT

Functional Area :		Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☒ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000
Project Start 7/1/2025					Estimated Completion 6/30/2026		
Description							
This project will replace two blowers at the treatment plant. The existing treatment plant blowers are obsolete. The blower manufacturer (Aerzen) has notified the City that certain components are no longer available for purchase as replacement parts. In order to avoid equipment downtime, the blowers will be replaced in advance of needing the replacement parts that are no longer available.							
History, Status, or Impact if Delayed							
The existing blower is outdated and replacement parts are no longer available, which could adversely impact operations if disabled.							
General Plan Goals/Policies							
Policy GM.4.1, Goal CS.6, Policy CS.6.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Project Estimate FY 2025 - 2030	
Planning							
Design							
Construction	\$ 250,000					\$ 250,000	
Contingency	\$ 30,000					\$ 30,000	
TOTAL USES	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 280,000					\$ 280,000	
TOTAL FUNDS	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000	

SS2407 - PRIVATE SEWER LATERAL PROGRAM

Functional Area : Sanitary Sewer		Project Origin : Staff Recommendation				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☒ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Project Start 7/1/2025					Estimated Completion 6/30/2030		

Description

Revolving fund to complete private sewer lateral improvements under a reimbursement agreement with residents.



History, Status, or Impact if Delayed

This program will support the City's sewer collection system and treatment plant regulatory compliance through a reduction in flows from infiltration and inflow (I&I). I&I reduction will reduce treatment costs and may reduce the scope of or need for future capacity improvements.

General Plan Goals/Policies

Goals HS.2, Policy HS.2.5; Goal HS.7, Policy HS.7.6; Goal CC.2, Policy CC.2.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design						
Construction	\$ 150,000					\$ 150,000
Contingency						
TOTAL USES	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 150,000					\$ 150,000
TOTAL FUNDS	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

SS2406 - WPCP SOLAR AND BATTERY

Functional Area : Sanitary Sewer		Project Origin : Master Plan				Priority Score : 56	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures to-date		\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
Planning and design for renewable solar energy generation and battery storage project at the Water Pollution Control Plant (WPCP). Install three (3) photovoltaic (PV) arrays with a total PV capacity of 496 kW: a carport array (50-kW), a ground-mount PV array in the public park area to the southwest of the WPCP (175-kW), and a ground-mount PV array along the northeast perimeter of the WPCP, adjacent to the public pathway that runs along the canal (271-kW). Install a 575 kWh capacity battery energy storage system (BESS), controls, and a 450-kW diesel generator.							
History, Status, or Impact if Delayed							
In 2024, Tetra Tech prepared an Energy Conservation, Generation, and Storage Assessment study for City facilities which included: 1) evaluation of energy conservation, energy generation, energy storage, and electric vehicle measures and 2) a renewable microgrid analysis to determine the technical and economic feasibility of installing new renewable energy generation systems and battery storage at the Water Pollution Control Plant (WPCP). Recommendations included addition of photovoltaic (PV) panel arrays at three different locations, a battery energy storage system (BESS) and generator. Construction costs will be estimated during the final design, and will be budgeted in the following fiscal years.							
General Plan Goals/Policies							
Goal CS.6, Policy CS.6.1; Goal SE.3, Policy SE.1.3; Goal CS.7, Policy CS.7.1; Goal GM.4, Policy GM.4.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning		\$ 40,000				\$ 40,000	
Design		\$ 210,000				\$ 210,000	
Construction							
Contingency							
TOTAL USES	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	
SOURCE(S)							
500 - Sewer Enterprise Fund		\$ 250,000	\$ -	\$ -		\$ 250,000	
TOTAL FUNDS	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	

SS2405 - LOWER TENNENT TRUNK SEWER CAPACITY

Functional Area : Sanitary Sewer			Project Origin : Master Plan				Priority Score : 59	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☒ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☒ Replacement	☐ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures to-date		\$ -	\$ -	\$ 170,000	\$ 3,880,000.00	\$ -	\$ 4,050,000	
Project Start 7/1/2027					Estimated Completion 6/30/2029			

Description

Tennent-1 improvements as identified in the Sanitary Sewer Collection System Master Plan. This project includes the replacement of approximately 130 feet of 24-inch diameter pipeline, 1,250 feet of 30-inch diameter pipeline, and 10 feet of 36-inch diameter pipeline along Tennent Avenue and inside of the Water Pollution Control Plant (WPCP) with 1,390 feet of 36-inch to 42-inch diameter pipeline.



History, Status, or Impact if Delayed

The Sanitary Sewer Collection System Master plan identified capacity deficiencies which result in surcharging of the gravity sewer and cause sanitary sewer overflows (SSO's) during modeled peak wet weather flow (PWWF) conditions.

General Plan Goals/Policies

Goal CS.6, Policy CS.6.1; Goal GM.4, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design			\$ 170,000	\$ 170,000		\$ 340,000
Construction				\$ 3,370,000		\$ 3,370,000
Contingency				\$ 340,000		\$ 340,000
TOTAL USES	\$ -	\$ -	\$ 170,000	\$ 3,880,000	\$ -	\$ 4,050,000
SOURCE(S)						
500 - Sewer Enterprise Fund			\$ 170,000	\$ 3,880,000		\$ 4,050,000
TOTAL FUNDS	\$ -	\$ -	\$ 170,000	\$ 3,880,000	\$ -	\$ 4,050,000

SS2404 - WPCP BOILER REPLACEMENT

Functional Area : Sanitary Sewer			Project Origin : End of Life Cycle				Priority Score : 57	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
X Replacement	☐ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures to-date		\$ -	\$ -	\$ 660,000	\$ -	\$ -	\$ 660,000	
Project Start 7/1/2027					Estimated Completion 6/30/2028			

Description

This project includes replacement of the anaerobic digester process boilers at the WPCP.



History, Status, or Impact if Delayed

The anaerobic digestion process at the WPCP includes hot water boilers to heat water for use in the digester sludge heat exchanger. Two 40 HP Natural Gas Scotch Boilers, manufactured by Hurst Boiler & Welding Co., Inc. were installed in 2006 during the Anaerobic Digester Improvements project.

General Plan Goals/Policies

Goal CS.1, Goal CS.6, Policy CS.6.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design						
Construction			\$ 600,000			\$ 600,000
Contingency			\$ 60,000			\$ 60,000
TOTAL USES	\$ -	\$ -	\$ 660,000	\$ -	\$ -	\$ 660,000
SOURCE(S)						
500 - Sewer Enterprise Fund			\$ 660,000			\$ 660,000
TOTAL FUNDS	\$ -	\$ -	\$ 660,000	\$ -	\$ -	\$ 660,000

SS2403 - WPCP CENTRIFUGE REPLACEMENT

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : 57	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Expansion ☒ Replacement ☐ Renovation ☐ Land/Row Acq. Required ☐ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date		\$ -	\$ -	\$ -	\$ 990,000.00	\$ -	\$ 990,000
Project Start 7/1/2028					Estimated Completion 6/30/2029		
Description							
This project includes replacement of a dewatering centrifuge at the WPCP.							
History, Status, or Impact if Delayed							
The solids handling process at the WPCP includes solids dewatering using centrifuges. One of two centrifuges at the WPCP was originally installed in 2006 and reused and relocated to the Solids Handling Building during the plant upgrades completed in 2019. The centrifuge is an Alfa Laval, Aldec G2-95 unit.							
General Plan Goals/Policies							
Goal CS.1, Goal CS.6, Policy CS.6.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design							
Construction				\$ 900,000		\$ 900,000	
Contingency				\$ 90,000		\$ 90,000	
TOTAL USES	\$ -	\$ -	\$ -	\$ 990,000	\$ -	\$ 990,000	
SOURCE(S)							
500 - Sewer Enterprise Fund				\$ 990,000		\$ 990,000	
TOTAL FUNDS	\$ -	\$ -	\$ -	\$ 990,000	\$ -	\$ 990,000	

SS2402 - PINON-2 SEWER CAPACITY

Functional Area : Sanitary Sewer			Project Origin : Master Plan				Priority Score : 59	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☒ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☒ Replacement	☐ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures to-date	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 2,835,000.00	\$ 2,960,000	
Project Start 7/1/2028					Estimated Completion 6/30/2030			

Description

Pinon-2 improvements as identified in the Sanitary Sewer Collection System Master Plan. This project includes the replacement of approximately 820 feet of 6-inch to 10-inch diameter pipeline along San Pablo Avenue, 680 feet of 8-inch to 10-inch diameter pipeline along Pinon Avenue, 890 feet of 6-inch to 8-inch diameter pipeline along Appian Way, 290 feet of 6-inch diameter pipeline along Meadow Avenue, and 290 feet of 6-inch diameter pipeline between Meadow Avenue and San Pablo Avenue with 2,970 feet of 10-inch to 15-inch diameter pipelines.



History, Status, or Impact if Delayed

The Sanitary Sewer Collection System Master plan identified capacity deficiencies which result in surcharging of the gravity sewer and cause sanitary sewer overflows (SSO's) during modeled peak wet weather flow (PWWF) conditions.

General Plan Goals/Policies

Goal CS.6, Policy CS.6.1; Goal GM.4, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design				\$ 125,000	\$ 125,000	\$ 250,000
Construction					\$ 2,460,000	\$ 2,460,000
Contingency					\$ 250,000	\$ 250,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 125,000	\$ 2,835,000	\$ 2,960,000
SOURCE(S)						
500 - Sewer Enterprise Fund				\$ 125,000	\$ 2,835,000	\$ 2,960,000
TOTAL FUNDS	\$ -	\$ -	\$ -	\$ 125,000	\$ 2,835,000	\$ 2,960,000

SS2203 - EFFLUENT OUTFALL

Functional Area : Sanitary Sewer		Project Origin : Regulatory Requirement				Priority Score : 52	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☒ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☒ Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 650,000.00	\$ 1,350,000	\$ 1,150,000	\$ -	\$ -	\$ 3,150,000
Project Start 7/1/2025					Estimated Completion 6/30/2028		
Description							
The Effluent Outfall project is intended to reduce pressure in the effluent pipe during extreme storm events. Effluent pumping capacity of the treatment plant is limited by the capacity of the pipe size at the effluent outfall in Rodeo. Increasing the pipe size at the Effluent Outfall Eductor Station will increase the wet weather effluent pumping capacity and increase the lifespan of the effluent pipe by reducing the pressure in the line during storm events. This project requires coordination with Rodeo.							
History, Status, or Impact if Delayed							
The RWQCB recently adopted a 40% reduction in nitrogen discharge limits for the San Francisco Bay Region. Options to meet the future permit limits will be evaluated.							
General Plan Goals/Policies							
Goal CS.6, Policy CS.6.1; Goal HS.2, Policy HS.2.5; Goal OS.1, Policy OS.1.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design	\$ 350,000					\$ 350,000	
Construction	\$ 250,000	\$ 1,200,000	\$ 1,000,000			\$ 2,450,000	
Contingency	\$ 50,000	\$ 150,000	\$ 150,000			\$ 350,000	
TOTAL USES	\$ 650,000	\$ 1,350,000	\$ 1,150,000	\$ -	\$ -	\$ 3,150,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 650,000	\$ 1,350,000	\$ 1,150,000			\$ 3,150,000	
TOTAL FUNDS	\$ 650,000	\$ 1,350,000	\$ 1,150,000	\$ -	\$ -	\$ 3,150,000	

SS2101 - SECONDARY CLARIFIER REHABILITATION

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : 46	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☒ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ 425,000
Project Start 7/1/2025					Estimated Completion 6/30/2026		
Description							
The Water Pollution Control Plant (WPCP) has five secondary clarifiers which slow the flow to allow the microorganisms and other solids to settle to the bottom of the clarifier where they can be returned to aeration tanks to continue treating waste.							
History, Status, or Impact if Delayed							
Secondary Clarifiers 1 and 2 (SC1 and SC 2) were constructed in the early 1970s and are peripheral feed clarifiers. Secondary Clarifiers 3 and 4 (SC 3 and SC 4) were constructed in the early 1980s and are center feed clarifiers. Secondary Clarifier 5 (SC 5) was constructed in early 2000 and is a center feed, flocculator clarifier. In the first quarter of FY 2022-23, a preliminary inspection of the center column of the SC 5 was completed to examine the current condition and determine the scope of work for rehabilitation. In the second quarter of FY 2022-23, it was determined that SC 3 & SC 4 also require rehabilitation. Previously, this project was titled, "Secondary Clarifier - Center Column Rehabilitation" which only focused on the rehabilitation work required for SC 5.							
General Plan Goals/Policies							
Goal CS.1, Goal CS.6, Policy CS.6.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Design							
Construction SC 5	\$ 315,000					\$ 315,000	
Construction SC 3, SC 4	\$ 67,500					\$ 67,500	
Contingency	\$ 42,500					\$ 42,500	
TOTAL USES	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 425,000					\$ 425,000	
TOTAL FUNDS	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000	

SS2002 - WATER POLLUTION CONTROL PLAN LAB REMODEL

Functional Area : Sanitary Sewer		Project Origin : Regulatory Requirement				Priority Score : 49	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation	☐ Expansion ☒ Renovation	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Project Start 7/1/2025					Estimated Completion 6/30/2026		
Description							
The California Environmental Laboratory Accreditation Program (ELAP) is responsible for accrediting environmental testing labs including the Pinole - Hercules WPCP. The 2019 ELAP inspection results indicated the lab apparatus, countertops, and the fume hood are past their useful life and recommended replacement.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Policy GM.4.1, Goal CS.1, Policy CS.2.6							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Project Estimate FY 2025 - 2030	
Planning							
Design	\$ 20,000					\$ 20,000	
Construction	\$ 100,000					\$ 100,000	
Contingency	\$ 30,000					\$ 30,000	
TOTAL USES	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 150,000					\$ 150,000	
TOTAL FUNDS	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	

SS1702 - SEWER PUMP STATION REHABILITATION

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : 50	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☒ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures to-date	\$ -	\$ 850,000.00	\$ 3,950,000	\$ 2,500,000	\$ -	\$ -	\$ 7,300,000
Project Start 7/1/2025					Estimated Completion 6/30/2028		
Description							
The City owns and operates two lift stations to convey flow from low lying areas to high elevations where the flow continues by gravity to the wastewater treatment plant. Both pump stations have reached the end of their useful life and need to be rehabilitated. The two pump stations are located on San Pablo Ave. and Hazel St. In FY 2019/20, this project was renamed to include both pump stations. Previously, this project was titled, "Hazel Street Sewer Pump Rehabilitation." This project also includes the San Pablo Lift Station Force Main, approximately 640 feet of existing 6-inch will be replaced with 8-inch diameter force main.							
History, Status, or Impact if Delayed							
The City recently completed a Sanitary Sewer Master Plan. In the first fiscal year of construction, the Hazel Street Lift Station will be replaced, followed by the replacement of the San Pablo Ave. Lift Station. The Hazel Street Lift Station will be replaced in coordination with RO2301.							
General Plan Goals/Policies							
Policy GM.4.1, Goal CS.6, Policy CS.6.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning	\$ 100,000					\$ 100,000	
Design	\$ 250,000	\$ 100,000				\$ 350,000	
Construction	\$ 500,000	\$ 3,500,000	\$ 2,300,000			\$ 6,300,000	
Contingency		\$ 350,000	\$ 200,000			\$ 550,000	
TOTAL USES	\$ 850,000	\$ 3,950,000	\$ 2,500,000	\$ -	\$ -	\$ 7,300,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 850,000	\$ 3,950,000	\$ 2,500,000			\$ 7,300,000	
TOTAL FUNDS	\$ 850,000	\$ 3,950,000	\$ 2,500,000	\$ -	\$ -	\$ 7,300,000	

SW2501 - STORMWATER UPGRADE & TRASH CAPTURE

Functional Area :		Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 150,000	\$ 150,000	\$ 120,000	\$ 100,000	\$ 100,000	\$ 620,000
Project Start	7/1/2025				Estimated Completion 6/30/2030		

Description

On April 7, 2015, the State Water Resources Control Board (SWRCB) adopted the Statewide Trash Provisions which address the impacts trash has on the beneficial uses of surface waters. The Trash Provisions establish a statewide water quality objective for trash and a prohibition of trash discharge. The City is required to demonstrate full compliance with the Trash Provisions by 2030, with preliminary milestones of 35% by 2026 and 70% by 2028. The City will complete this project as required under the State- Issued Trash Amendments and NPDES Permit. The tasks necessary to achieve compliance will include design, installation, and long-term maintenance of full trash capture devices.



History, Status, or Impact if Delayed

This project is needed to meet requirements or be potentially subjected to penalties.

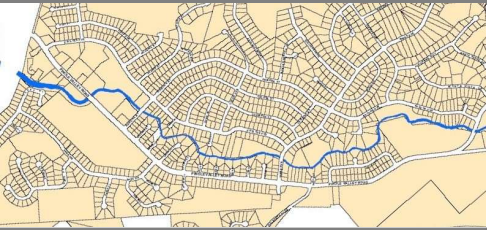
General Plan Goals/Policies

Goal CS.7, Policy CS.7.1; Goals OS.1, Policy OS.1.2; Goal CC.2, Policy CC.2.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Construction	\$ 120,000	\$ 120,000	\$ 100,000	\$ 80,000	\$ 80,000	\$ 500,000
Contingency	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
TOTAL USES	\$ 150,000	\$ 150,000	\$ 120,000	\$ 100,000	\$ 100,000	\$ 620,000
SOURCE(S)						
106 - Measure S 2014	\$ 150,000	\$ 150,000	\$ 120,000	\$ 100,000	\$ 100,000	\$ 620,000
TOTAL FUNDS	\$ 150,000	\$ 150,000	\$ 120,000	\$ 100,000	\$ 100,000	\$ 620,000

SW2401 - STORM DRAIN CREEK DISCHARGE IMPROVEMENTS

Functional Area : Stormwater		Project Origin : End of Life Cycle				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☒ Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 120,000.00	\$ 150,000	\$ 150,000	\$ 150,000.00	\$ 150,000.00	\$ 720,000
Project Start 7/1/2025					Estimated Completion 6/30/2030		
Description							
Condition assessments have identified a number of storm drain pipelines that are structurally deteriorated and failing where they discharge into Pinole Creek. A systematic rehabilitation or replacement of failing storm drain infrastructure will be prioritized as part of the Storm Drain Master Plan.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.7, Policy CS.7.1; Goals OS.1, Policy OS.1.2; Goal CC.2, Policy CC.2.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 90,000	
Construction	\$ 100,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 580,000	
Contingency	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000	
TOTAL USES	\$ 120,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 720,000	
SOURCE(S)							
106 - Measure S 2014	\$ 120,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 720,000	
TOTAL FUNDS	\$ 120,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 720,000	

SW2001 - ROBLE ROAD STORM DRAINAGE IMPROVEMENTS

Functional Area : Stormwater		Project Origin : Staff Recommendation				Priority Score : 33	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☒ Expansion ☐ Replacement ☐ Renovation ☐ Land/Row Acq. Required ☐ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
The existing system appears to have capacity issues at Roble Ave. and Encina Ave. that warrant review and upgrade. This project will assess the collection system for capacity and hydraulic profile and upgrade the system as necessary.							
							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Policy GM.4.1, Goal CS.7, Policy CS.7.1							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design							
Construction		\$ 730,000				\$ 730,000	
Contingency		\$ 70,000				\$ 70,000	
TOTAL USES	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000	
SOURCE(S)							
106 - Measure S 2014		\$ 800,000				\$ 800,000	
TOTAL FUNDS	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000	

RO2508 - ADA TRANSITION PLAN UPDATE

Functional Area :		Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation	☐ Expansion ☐ Renovation	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures To-Date	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Project Start 7/1/2025					Estimated Completion 6/30/2026		
Description							
This is to update the City of Pinole 2004 ADA Transition Plan for Public Improvements. A number of updates to the guidelines and standards for the construction of new and the upgrading of existing public improvements have been issued by a number of federal and state agencies since 2004, thereby resulting in the need for updating the City's Plan. It should also be noted that locations of deficiencies and associated cost of improvements as described in the Transition Plan are outdated.							
History, Status, or Impact if Delayed							
Staff has been implementing public improvements based on the most up-to-date federal and state standards plans and specifications, which is sometimes inconsistent with the City's Transition Plan.							
General Plan Goals/Policies							
Goal CE.4, Policy CE.4.5; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CS.2, Policy CS.2.6; Goal CS.10, Policy CS 10.2; Goal H.3, Policy H.3.1; Goal GM.3, Policy GM.3.7; Goal HS.6, Policy HS.6.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning	\$ 250,000					\$ 250,000	
Design							
Construction							
Contingency							
TOTAL USES	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
SOURCE(S)							
325 - City Street Improvements	\$ 250,000					\$ 250,000	
TOTAL FUNDS	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	

RO2506 - TRAFFIC CALMING PROGRAM

Functional Area :		Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000
Project Start	7/1/2025				Estimated Completion 6/30/2030		

Description

Following to the City's Traffic Calming Policy and its future update, this project will fund the installation of physical traffic calming devices to reduce or eliminate the negative effects of auto traffic on residential streets. This can be achieved by causing drivers to reduce their driving speeds or to use alternative major corridors through the use of engineering solutions and the installation of physical devices. These devices could include driver feedback signs, curb extensions, speed cushions, and roundabouts. Traffic calming plans are developed based on data collection and analysis, as well as community outreach and consultation to alleviate neighborhood traffic concerns and community safety issues.



History, Status, or Impact if Delayed

Reflect communities needs in street design and enhance safety conditions, which in turn reduce the need for traffic enforcement,

General Plan Goals/Policies

Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget					Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design	\$ 30,000	\$ 30,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	
Construction	\$ 150,000	\$ 150,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 660,000	
Contingency	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000	
TOTAL USES	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	
SOURCE(S)							
325 - City Street Improvements	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	

RO2505 - SAFE ROUTES TO SCHOOLS

Functional Area :		Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 350,000
Project Start	7/1/2026				Estimated Completion 6/30/2030		

Description

The purpose of this annual Safe Routes to School (SR2S) project is to provide minor capital improvements to enhance the safety of pedestrians and bicyclists on public roads in school areas. In coordination with the City's TAPS and the School District, staff will address safety concerns and develop strategies to encourage the use of alternative modes of transportation in the vicinity of schools. SR2S improvements may include enhancements to pavement markings, regulatory and advisory signs, installation of traffic control devices such as Rectangular Rapid Flashing Beacon (RRFB), and minor concrete improvements.



History, Status, or Impact if Delayed

Addressing community concerns in a timely manner, thereby enhancing the sense of safety and increasing walking and cycling.

General Plan Goals/Policies

Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

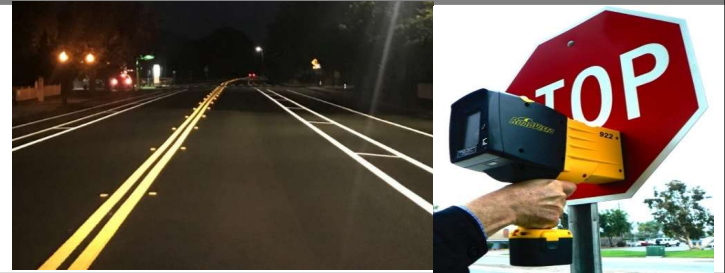
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design		\$ 10,000	\$ 10,000	\$ 10,000		\$ 30,000
Construction		\$ 80,000	\$ 80,000	\$ 80,000	\$ 50,000	\$ 290,000
Contingency		\$ 10,000	\$ 10,000	\$ 10,000		\$ 30,000
TOTAL USES	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 350,000
SOURCE(S)						
325 - City Street Improvements		\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 350,000
TOTAL FUNDS	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 350,000

RO2504 - PAVEMENT MARKING AND SIGNAGE UPGRADES

Functional Area :			Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☒ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures To-Date	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	
Project Start 7/1/2025					Estimated Completion 6/30/2030			

Description

Per the California Manual on Uniform Traffic Control Devices (MUTCD), local governments are required to maintain a minimum level of retro-reflectivity for longitudinal pavement markings and for signs. These standards promote safety while providing sufficient flexibility for agencies to choose a maintenance method that best matches their specific conditions. The purpose of this annual project is to upgrade and refresh existing pavement markings and replace damaged signs as needed throughout the City per the requirements set forth by the California Department of Transportation (Caltrans). It is recommended that this type of project be continued on an annual basis because the retro-reflectivity of pavement markings and signage degrade over time and can pose a safety hazard for road users.



History, Status, or Impact if Delayed

Not meeting requirements and potential increase in maintenance and replacement costs.

General Plan Goals/Policies

Goal CE.3, Policy CE.3.2; Policy GM.3.3, Goal CS.10, Policy CS 10.2; Goal CE.7; Goal SE.8, Policy SE.8.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design						
Construction	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Contingency						
TOTAL USES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
SOURCE(S)						
325 - City Street Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
TOTAL FUNDS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000

RO2503 - CITY STREETLIGHTS UPGRADE

Functional Area :			Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☒ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures To-Date	\$ -	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000	
Project Start 7/1/2025				Estimated Completion 6/30/2030				

Description

This annual project will implement upgrades to City owned streetlights (currently within Pinole 523 streetlights owned by the City, and 902 streetlights owned by PG&E) and install new streetlights in areas where the streetlights do not meet standards for spacing and illumination. Adequate neighborhood street lighting improves safety by improving nighttime visibility and provides sidewalk and road users with an increased sense of security. Street lighting can also provide a sense of place and a more pleasing environment in residential and commercial areas, such as the addition of string lighting on San Pablo Avenue City's downtown area.



History, Status, or Impact if Delayed

Adverse impacts on sense of safety and security, and increased City costs for maintenance and replacement.

General Plan Goals/Policies

Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Construction	\$ 220,000	\$ 220,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 980,000
Contingency	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
TOTAL USES	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000
SOURCE(S)						
377 - Arterial Streets Rehabilitation	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000
TOTAL FUNDS	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000

RO2502 - PINOLE SIGNALS UPGRADE

Functional Area :			Project Origin :				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☒ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures To-Date	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000	
Project Start 7/1/2025					Estimated Completion 6/30/2030			

Description

The purpose of this project is to assess the consistency of the City's traffic signal equipment and make improvements to City-owned signals such as through the installation of video detection, accessible pedestrian signal devices, upgrade of controller and cabinet, upgrade of software, battery back-up system and/or establishment of designated left-turn phasing.

Having consistent signal equipment at all City signalized intersections will save on maintenance costs and provide the best operational efficiency and safety for our residents. Key improvements will be made in coordination with the City's Traffic and Pedestrian Safety Commission (TAPS). This annual program is not intended to design and construct new signals due to the high costs associated with a new installation. New signal installation will typically be accompanied by a new development as a project mitigation, or as an individual City CIP subject to meeting signal warrants.



History, Status, or Impact if Delayed

Delayed upgrades increase the cost of maintenance and cost of capital improvements.

General Plan Goals/Policies

Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ 20,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 80,000
Construction	\$ 150,000	\$ 150,000	\$ 150,000	\$ 120,000	\$ 120,000	\$ 690,000
Contingency	\$ 30,000	\$ 30,000	\$ 30,000	\$ 20,000	\$ 20,000	\$ 130,000
TOTAL USES	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000
SOURCE(S)						
377 - Arterial Streets Rehabilitation	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000

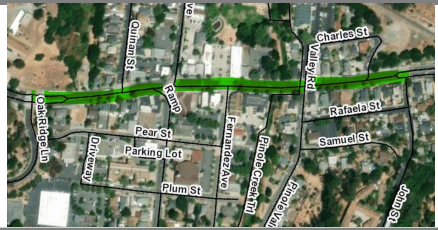
RO2501 - ACCESSIBILITY IMPROVEMENTS PROJECT

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : 49	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☒ Rehabilitation							
Estimated Expenditures to-date		\$ 150,000.00	\$ 150,000	\$ 150,000	\$ 150,000.00	\$ 150,000.00	\$ 750,000
Project Start 7/1/2025					Estimated Completion 6/30/2030		
Description							
Title II of the Americans with Disability Act (ADA) requires local governments to make pedestrian crossings accessible to people with disabilities by providing curb ramps. To allow people with disabilities to cross streets safely, local governments must provide curb ramps at pedestrian crossings and at public transportation stops where walkways intersect with a vertical curb. To comply with ADA requirements, the curb ramps provided must meet specific standards for width, slope, cross slope, placement, and other features. Per ADA standards, all streets constructed after January 26, 1992 must provide curb ramps in compliance with ADA standards. In addition, any street that was constructed prior to 1992, but was altered after 1992, must also provide ADA-compliant curb ramps. The purpose of this project is to upgrade existing pedestrian curb ramps and to install new pedestrian curb ramps at high priority areas and locations with high levels of pedestrian activity. All upgraded and new pedestrian curb ramps will be compliant with the ADA requirements.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CE.4, Policy CE.4.5; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CS.2, Policy CS.2.6; Goal CS.10, Policy CS 10.2; Goal H.3, Policy H.3.1; Goal GM.3, Policy GM.3.7; Goal HS.6, Policy HS.6.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget					Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design							
Construction	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 675,000	
Contingency	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000	
TOTAL USES	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000	
SOURCE(S)							
325 - City Street Improvements	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000	
TOTAL FUNDS	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000	

RO2404 - CROSSWALK TENNENT AVE AT PRUNE ST

Functional Area : Streets & Roads		Project Origin : Council Request				Priority Score : 65	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures To-Date	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
Assessment of the intersections control and establishment of crosswalks (high visibility) at the intersections of Tennent Ave at Prune St. It should be noted that safety conditions citywide will be evaluated as part of a proposed development of a Local Roads Safety Plan.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.10, Policy CS.10.2; Goal SE.8, Policy SE.8.8; Goal HS.6, Policy HS.6.1; Goal CE.4; Goal CS.2, Policy CS.2.6							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design		\$ 5,000				\$ 5,000	
Construction		\$ 45,000				\$ 45,000	
Contingency							
TOTAL USES	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	
SOURCE(S)							
106 - Measure S 2014		\$ 50,000				\$ 50,000	
TOTAL FUNDS	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	

RO2403 - OLD TOWN TRAFFIC CALMING

Functional Area : Streets & Roads		Project Origin : Council Request				Priority Score : 58	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures To-Date	\$ -	\$ -	\$ 570,000	\$ -	\$ -	\$ -	\$ 570,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
Assess feasibility of and alternatives for, and design and construct traffic calming measures on San Pablo Avenue between John St and Oak Ridge Rd.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal GM.2, Policy GM.3.3, Policy GM.3.7; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CE.4, Policy CE.4.5; Goal CE.5; Goal CS.10, Policy CS.10.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning		\$ 20,000				\$ 20,000	
Design		\$ 35,000				\$ 35,000	
Construction		\$ 465,000				\$ 465,000	
Contingency		\$ 50,000				\$ 50,000	
TOTAL USES	\$ -	\$ 570,000	\$ -	\$ -	\$ -	\$ 570,000	
SOURCE(S)							
325 - City Street Improvements		\$ 55,000				\$ 55,000	
Unfunded		\$ 515,000				\$ 515,000	
TOTAL FUNDS	\$ -	\$ 570,000	\$ -	\$ -	\$ -	\$ 570,000	

RO2402 - SIDEWALK REHABILITATION PROGRAM

Functional Area : Streets & Roads			Project Origin : Staff Recommendation				Priority Score : 49	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☐ Renovation							
☐ Land/Row Acq. Required								
☒ Rehabilitation								
Estimated Expenditures to-date		\$ 200,000.00	\$ 200,000	\$ 200,000	\$ 200,000.00	\$ 200,000.00	\$ 1,000,000	
Project Start 7/1/2025				Estimated Completion 6/30/2030				

Description

According to the California Streets and Highway Code, the owner of a property fronting a public street must maintain the sidewalk, curb and gutter, and park strip area in a condition that will not endanger persons or property or interfere with the convenient use of the area. Purpose of this annual program is to assist property owners in maintaining the sidewalks in a safe manner. In doing so, the program assists residents in maintaining the condition of walkways for which they have maintenance responsibility.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Goal CE.4, Policy CE.4.5; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CS.2, Policy CS.2.6; Goal CS.10, Policy CS 10.2; Goal H.3, Policy H.3.1; Goal GM.3, Policy GM.3.7; Goal HS.6, Policy HS.6.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Construction	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 900,000
Contingency	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
TOTAL USES	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
SOURCE(S)						
325 - City Street Improvements	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000

RO2401 - ROAD MAINTENANCE REPAIRS

Functional Area : Streets & Roads			Project Origin : Staff Recommendation				Priority Score : 69	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
☐ Replacement	☐ Renovation							
☐ Land/Row Acq. Required								
☒ Rehabilitation								
Estimated Expenditures to-date	\$ -	\$ 350,000.00	\$ 350,000	\$ 350,000	\$ 350,000.00	\$ 350,000.00	\$ 1,750,000	
Project Start 7/1/2025					Estimated Completion 6/30/2030			

Description

Road repair and rehabilitation at various locations. The primary focus of this project is dig out repairs on major arterials and collectors.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Goal CE.3, Policy CE.3.2; Policy GM.3.3, Goal CS.10, Policy CS 10.2; Goal CE.7; Goal SE.8, Policy SE.8.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design	\$ -					
Construction	\$ 320,000	\$ 320,000	\$ 320,000	\$ 320,000	\$ 320,000	\$ 1,600,000
Contingency	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000
TOTAL USES	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
SOURCE(S)						
105 - Measure S 2006	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
TOTAL FUNDS	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000

RO2303 - PINOLE SMART SIGNALS

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : 33	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures to-date	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
The Smart Signals project will develop, manage, and implement ITS initiatives that improve the safety and efficiency of multimodal mobility, maximize highway and arterial system throughput, and improve operational efficiency, safety, and reduce environmental impact throughout Contra Costa County. Contra Costa Transportation Authority is the project lead and will coordinate the project throughout the county. Twelve traffic signals have been identified as candidates for the Smart Signals project. These signals are located on Pinole arterial roadways (Appian Way & San Pablo Avenue).							
History, Status, or Impact if Delayed							
Deployment of the Smart Signals Project is expected to result in operational and safety improvements for all modes of transportation, such as decrease in travel time and total delay, reduction in number of stops and secondary accidents, reduction of fuel consumption and greenhouse gas emissions, and reduction of response time for emergency vehicles. The initial cost estimate of construction is \$1,499,829 of which CCTA will receive \$1,345,527 in OBAG funds. The City's match requirement of \$154,302 was paid in FY 2023/24. A contingency is budgeted for potential obligations for changes in construction that may be requested by the City.							
General Plan Goals/Policies							
Goal CS.10, Policy CS 10.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design							
Construction							
Contingency		\$ 100,000				\$ 100,000	
TOTAL USES	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	
SOURCE(S)							
276 - Growth Impact Fees		\$ 100,000				\$ 100,000	
TOTAL FUNDS	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	

RO2302 - SAFETY IMPROVEMENTS ON ARTERIAL ROADWAYS

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : 38	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures to-date	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Project Start 7/1/2025					Estimated Completion 6/30/2026		
Description							
This project will install pedestrian crossing enhancements at three mid-block crossings on arterial roadways. The enhancements include continental markings, median refuge islands, advanced stop bars and Rectangular Rapid Flash Beacons. The three mid-block crossings are: San Pablo Ave. & Third Ave.; San Pablo Ave. & Quinan St.; and Pinole Valley Road & Savage Ave.							
History, Status, or Impact if Delayed							
Funding for improvements was secured through Cycle 11 HSIP grant funds.							
General Plan Goals/Policies							
Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design	\$ 30,000					\$ 30,000	
Construction	\$ 280,000					\$ 280,000	
Contingency	\$ 40,000					\$ 40,000	
TOTAL USES	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	
SOURCE(S)							
215 - Grant: HSIP	\$ 239,040					\$ 239,040	
377 - Arterial Streets Rehabilitation	\$ 110,960					\$ 110,960	
TOTAL FUNDS	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	

RO2301 - ROAD REHABILITATION							
Functional Area : Streets & Roads		Project Origin : Pavement Management Program			Priority Score : 34		
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New ☐ Replacement ☐ Land/Row Acq. Required ☒ Rehabilitation		Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ 3,250,000.00	\$ 5,000,000	\$ 5,000,000	\$ 3,750,000.00	\$ 3,000,000.00	\$ 20,000,000
Project Start 7/1/2025					Estimated Completion 6/30/2030		
Description Based on the most current P-TAP report and field inspections, various segments will be recommended annually for rehabilitation. The purpose of this annual program is to rehabilitate and maintain the City's pavement condition. This project will prolong the lifespan of the current pavement and prevent further deterioration and reduction in the Pavement Condition Index (PCI – a numerical rating system from 0/complete failure to 100/excellent condition). Depending on the assessed PCI and type of deficiencies, this project will include preventive measures such as crack sealing, slurry seal, micro-surfacing, and cape seal for pavement in fair to good condition. Restoration measures such as grind and overlay, dig-outs, and cold-in-place recycling for pavement in fair to poor condition. Rehabilitation/Reconstruction measures to remove and replace pavement in poor to failed condition.							
							
History, Status, or Impact if Delayed Continued deterioration of pavement conditions on the various road types, thereby resulting in higher maintenance and reconstruction costs.							
General Plan Goals/Policies Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design	\$ 100,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 800,000	
Construction	\$ 3,000,000	\$ 4,600,000	\$ 4,600,000	\$ 3,450,000	\$ 2,700,000	\$ 18,350,000	
Contingency	\$ 150,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 850,000	
TOTAL USES	\$ 3,250,000	\$ 5,000,000	\$ 5,000,000	\$ 3,750,000	\$ 3,000,000	\$ 20,000,000	
SOURCE(S)							
215 - Measure J	\$ 750,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 250,000	\$ 2,500,000	
200 - Gas Tax	\$ 1,500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 3,500,000	
Potential Vehicle Impact Fee	\$ 1,000,000					\$ 1,000,000	
Potential Debt Financing		\$ 4,000,000	\$ 4,000,000	\$ 2,750,000	\$ 2,250,000	\$ 13,000,000	
TOTAL FUNDS	\$ 3,250,000	\$ 5,000,000	\$ 5,000,000	\$ 3,750,000	\$ 3,000,000	\$ 20,000,000	

RO2102 - TENNENT AVE REHABILITATION

Functional Area : Streets & Roads		Project Origin : Pavement Management Program			Priority Score : 43		
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☒ Rehabilitation							
Estimated Expenditures to-date	\$ 37,805.00	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 787,805
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
The construction impacts from the WPCP upgrade project resulted in pavement deterioration. This project will rehabilitate Tennent Ave. from San Pablo Ave. to WPCP. In February 2021, the City selected a consultant to complete the preliminary engineering for this project.							
History, Status, or Impact if Delayed							
In preparation of this project, the City retained a consultant to perform internal CCTV on this section of roadway. The inspection was completed in early 2021. Coordinating collection system improvements with street resurfacing projects ensures that sewer improvements are made prior to the resurfacing so that manholes and valve covers may be properly realigned, and repairs and replacements are made in a cost-effective manner. This also avoids cutting and patching recently paved streets. The City of Hercules will reimburse \$86,430 for this project. In addition, this project is being coordinated with RO1902 for efficient implementation.							
General Plan Goals/Policies							
Policy CE.1.4, Policy CS.2.6, Policy CS.3.3, Policy H.3.1, Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design		\$ 50,000				\$ 50,000	
Construction		\$ 650,000				\$ 650,000	
Contingency		\$ 50,000				\$ 50,000	
TOTAL USES	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000	
SOURCE(S)							
200 - Gas Tax		\$ 380,000				\$ 380,000	
500 - Sewer Enterprise Fund		\$ 100,000				\$ 100,000	
325 - City Street Improvements		\$ 270,000				\$ 270,000	
TOTAL FUNDS	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000	

RO1902 - PEDESTRIAN IMPROVEMENTS AT TENNENT AVE. NEAR RXR

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : 50	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures to-date	\$ 55,300.00	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 1,555,300
Project Start 7/1/2026					Estimated Completion 6/30/2028		
Description							
In 2018, the East Bay Regional Park District completed a trail link to connect Pinole Shores Regional Shoreline to Bayfront Park trail. There remains a small gap on Tennent Ave. from Bayfront Park to Railroad Ave. Improvements to Tennent Ave. at the Railroad Crossing will facilitate safe movement of bicycles and pedestrians. Since project inception, the scope of work has evolved to include improvements that would maximize parking on Railroad Avenue for park users. In February 2021, the City selected a consultant to complete the preliminary engineering for this project.							
History, Status, or Impact if Delayed							
WCCTAC held its STMP Call for Projects in 2018 which committed \$100k in funding for preliminary engineering from the 2006 STMP program for this project. City staff also submitted an OBAG 3 application in July 2022 to compete for funding for this project. If awarded, the City will need a match of \$345k.							
General Plan Goals/Policies							
Policy CE.1.4, Policy CS.2.6, Policy CS.3.3, Policy H.3.1, Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning							
Design		\$ 80,000				\$ 80,000	
Construction		\$ 600,000	\$ 650,000			\$ 1,250,000	
Contingency		\$ 70,000	\$ 100,000			\$ 170,000	
TOTAL USES	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 1,500,000	
SOURCE(S)							
325 - Grant: STMP Fees		\$ 70,000	\$ 80,000			\$ 150,000	
215 - Grant: OBAG		\$ 650,000	\$ 370,000			\$ 1,020,000	
106 - Measure S 2014		\$ 30,000	\$ 300,000			\$ 330,000	
TOTAL FUNDS	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 1,500,000	

RO1710 - SAN PABLO AVENUE BRIDGE OVER BNSF RAILROAD

Functional Area : Streets & Roads			Project Origin : End of Life Cycle				Priority Score : 55	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030	
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
X Replacement	☐ Renovation							
☐ Land/Row Acq. Required								
☐ Rehabilitation								
Estimated Expenditures to-date	\$ 1,169,005.00	\$ 2,090,449.00	\$ 2,200,000	\$ 27,018,000	\$ -	\$ -	\$ 32,477,454	
Project Start 7/1/2025					Estimated Completion 6/30/2027			

Description

The San Pablo Avenue bridge over the Burlington Northern Santa Fe Railroad is an integral part of the area's transportation network. The age and condition assessment of the bridge supports replacement. The City was approved for initial funding from the Caltrans Highway Bridge Program (HBP). In February 2020, the City awarded a contract to a consultant for preliminary engineering (PE) to advance the project. The PE will be completed in two phases due to funding limitations. Completion of preliminary design is necessary to develop a final cost estimate for the project. Unfunded portions of this project appear in the Unfunded list.



History, Status, or Impact if Delayed

The total budget identified to complete the PE exceeds the amount of funding Caltrans committed to the project of the State's share in the current HBP. In October 2022, a draft type selection report was submitted to Caltrans for review. This report is the first step to request additional funding allocations from the Caltrans HBP to complete the PS&E phase and construction phase of the project.

General Plan Goals/Policies

Policy CS.3.3, Goal H.3, Policy H.3.1, Goal CE.3, Goal CE. 7, Policy CE.7.3, Goal CS.10.

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Project Management	\$ 200,000	\$ 200,000	\$ 1,150,000			\$ 1,550,000
Planning & Design & R-O-W	\$ 1,790,449	\$ 1,900,000				\$ 3,690,449
Construction	-		\$ 25,868,000			\$ 25,868,000
Contingency	\$ 100,000	\$ 100,000				\$ 200,000
TOTAL USES	\$ 2,090,449	\$ 2,200,000	\$ 27,018,000	\$ -	\$ -	\$ 31,308,449
SOURCE(S)						
325 - Grant: HBP	\$ 1,351,590	\$ 1,600,000	\$ 23,919,035			\$ 26,870,625
325 - Grant: STMP Fees	\$ 597,417	\$ 500,000	\$ 400,000			\$ 1,497,417
215 - Grant: TLC	\$ 41,442					\$ 41,442
106 - Measure S 2014	\$ 100,000	\$ 100,000	\$ 198,965			\$ 398,965
Expected to be grant funded			\$ 2,500,000			\$ 2,500,000
TOTAL FUNDS	\$ 2,090,449	\$ 2,200,000	\$ 27,018,000	\$ -	\$ -	\$ 31,308,449

IN2301 - FACILITIES & REAL ESTATE MASTER PLAN

Functional Area : Infrastructure Assessment		Project Origin : Staff Recommendation				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required	☐ Rehabilitation						
Estimated Expenditures to-date	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
Project Start 7/1/2027					Estimated Completion 6/30/2028		
Description							
The facilities master plan will serve as a roadmap for achieving identified strategic objectives to improve service delivery and utilization of real estate and facility assets. The masterplan will serve to aid decision-making on capital improvements for a defined list of City owned facilities and provide information on potential major maintenance needs (e.g., repairs vs. replace) as applicable.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Summary of Capital Cost							
USE(S)	Budget FY 2025-26	Projected Budget				Project Estimate FY 2025 - 2030	
		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30		
Planning			\$ 150,000			\$ 150,000	
Design							
Construction							
Contingency							
TOTAL USES	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000	
SOURCE(S)							
106 - Measure S 2014			\$ 150,000			\$ 150,000	
TOTAL FUNDS	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000	

IN2105 - APPIAN WAY COMPLETE STREETS

Functional Area : Infrastructure Assessment		Project Origin : Staff Recommendation				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		

Description

Completion of preliminary engineering and design to provide continuous sidewalks and bike lanes along Appian Way beginning from unincorporated El Sobrante to about 1500 lineal feet north of the City limit within Pinole. In December 2021, City Council approved a Cooperative Funding Agreement with WCCTAC to receive STMP funds to complete preliminary design for this project.



History, Status, or Impact if Delayed

This project will connect with the Contra Costa County's project to provide continuous sidewalks and bike lanes along Appian Way from San Pablo Dam Rd. in unincorporated El Sobrante. This project will involve coordination with Contra Costa County. The construction phase of this project is unfunded and appears in the Unfunded and Unprogrammed list.

General Plan Goals/Policies

Policy CE.1.4, Policy CS.2.6, Policy CS.3.3, Policy H.3.1, Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning						
Design		\$ 100,000				\$ 100,000
Construction						
Contingency						
TOTAL USES	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
SOURCE(S)						
325 - Grant: STMP Fees		\$ 100,000				\$ 100,000
TOTAL FUNDS	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000

IN2103 - RECYCLED WATER FEASIBILITY

Functional Area : Infrastructure Assessment		Project Origin : Council Request				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☐ New	☐ Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
☐ Replacement	☐ Renovation						
☐ Land/Row Acq. Required							
☐ Rehabilitation							
Estimated Expenditures to-date	\$ 15,152.25	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ 95,152
Project Start	7/1/2025				Estimated Completion 6/30/2026		

Description

A feasibility study will allow the City to plan and phase the construction of future recycled water distribution system infrastructure. The study will identify potential recycled water customers, evaluate the quantity, quality, and recycled water distribution system options to address the needs of potential users in surrounding areas, seek opportunities to phase the construction of a recycled water delivery system, and develop planning-level cost options for the phased system.



History, Status, or Impact if Delayed

Recycled water delays or eliminates the need to construct more potable water facilities, sustains the economy with increased water supply reliability, protects the environment, safeguards investments in parks and landscaping with drought proof or drought resistant water supply, and contributes to a green and healthy environment. In 2019, East Bay Municipal Utility District (EBMUD) prepared an Updated Recycled Water Plan which considered the potential for potable reuse in EBMUD's water service area. The development of a new recycled water supply for the Phillips 66 refinery in Rodeo using effluent from the Pinole-Hercules and Rodeo wastewater treatment plants was among the recommended non-potable reuse projects. This project is estimated to deliver up to 3.67 MGD of recycled water to the refinery for use in their boilers and cooling towers. The combined final disinfected effluent from both plants would be pumped at the Rodeo Pump Station to the refinery for treatment a new advanced recycled water treatment plan. This project was recommended by EBMUD because it would deliver a large amount of water to a single customer, with comparatively few pipelines required due to the short distance between the sources of wastewater and the Phillips 66 Refinery

General Plan Goals/Policies

Policy OS.8.1, Policy OS.8.7, Goal SE.9, Policy SE.9.1, Policy SE.9.4

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030
Planning	\$ 80,000					\$ 80,000
Design						
Construction						
Contingency						
TOTAL USES	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 80,000					\$ 80,000
TOTAL FUNDS	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000

IN2101 - EMERGENCY POWER FOR CRITICAL FACILITIES

Functional Area : Infrastructure Assessment		Project Origin : Council Request				Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation	☐ Expansion ☐ Renovation	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Project Start 7/1/2026					Estimated Completion 6/30/2027		
Description							
During severe natural hazard events, it is highly likely that utility power will not be available for an extended period of time. Critical facilities will need reliable sources of sustained electrical power to continue operations. This project will: 1) identify critical facilities in need of back-up power in coordination with an Emergency Operations Plan (EOP) , 2) assess power loads in each critical facility that requires back-up power, 3) determine the costs and technology options including solar battery storage, and 4) make any additional recommendations to Council before advancing to construction.							
History, Status, or Impact if Delayed							
The Public Safety Building, Fire Station 74, and the Water Pollution Control Plant have stand by generators.							
General Plan Goals/Policies							
Policy GM.4.1, Policy CS.2.6, Goal CS.9, Goal HS.4							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design		\$ 30,000				\$ 30,000	
Construction							
Contingency		\$ 170,000				\$ 170,000	
TOTAL USES	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	
SOURCE(S)							
100 - General Fund		\$ 200,000				\$ 200,000	
TOTAL FUNDS	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	

IN1703 - STORM DRAIN MASTER PLAN							
Functional Area : Infrastructure Assessment			Project Origin : Staff Recommendation			Priority Score :	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2025 - 2030
☒ New ☐ Replacement ☐ Land/Row Acq. Required ☐ Rehabilitation	☐ Expansion ☐ Renovation	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30	
Estimated Expenditures to-date	\$ 117.46	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 275,117
Project Start 7/1/2024					Estimated Completion 6/30/2026		
Description Preparation of a storm drain master plan will provide an analysis of the existing collection system. The plan will identify system deficiencies related to capacity, functionality, and permit compliance. The plan can serve to guide future budget allocations for improvements to the system.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Policy GM.4.1, Policy CS.7.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning	\$ 275,000					\$ 275,000	
Design							
Construction							
Contingency							
TOTAL USES	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000	
SOURCE(S)							
106 - Measure S 2014	\$ 125,000					\$ 125,000	
500 - Sewer Enterprise Fund	\$ 150,000					\$ 150,000	
TOTAL FUNDS	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000	

Goals and Policies

Community Character Element

- GOAL CC.1 Maintain Pinole’s unique qualities and sense of place to preserve the established historic and small-town character of the city.
- POLICY CC.1.2 Require all new development to incorporate high-quality site design, architecture and planning to enhance the overall quality of the built environment in Pinole and create a visually interesting and aesthetically pleasing town environment.
- POLICY CC.1.3 To enhance a sense of arrival and create a strong appealing image that promotes community identity, the City shall develop community entry features at key gateways or city entries along Interstate 80. Entryways shall incorporate landscaping, trees, structural architectural elements, signage and public art.
- POLICY CC.1.5 Encourage project compatibility, interdependence and support with neighboring uses, especially between commercial and mixed-use centers and the surrounding residential neighborhoods. Uses should relate to one another with pedestrian connections, transit options, shared parking, landscaping, public spaces, and the orientation and design of buildings.
- GOAL CC.2 Emphasize and enhance the visual and physical connection between the city’s natural environment and the community’s quality of life.
- POLICY CC.2.1 Provide visual and physical connections between the natural environment and the built environment through careful site design, building placement, architectural features that allow views of Pinole’s unique environment such as ridgelines or the San Pablo Bay shoreline, public access to open space such as via the Bay Trail, and the use of native vegetation in the urban environment such as for landscape buffers for sidewalk areas and street trees.
- POLICY CC.2.2 Preserve natural resources within the built environment, including trees, marshes, creeks and hillsides.
- GOAL CC.5 Enhance the quality of life in Pinole by acknowledging the cultural diversity and by promoting, preserving and sustaining the cultural and performing arts.
- POLICY CC.5.1 Celebrate the city’s cultural diversity through public art, cultural centers and community events for the benefit and enjoyment of all residents.
- POLICY CC.5.2 Develop programs and facilities that promote the cultural and performing arts in Pinole.

Growth Management Element

- GOAL GM.1 Regional Planning. Support cooperative transportation, land use and public service planning in Contra Costa County.
- POLICY GM.1.1 West Contra Costa County Planning Activities. Achieve efficient public service delivery by coordinating with affected jurisdictions and agencies concerning public and private developments.
- GOAL GM.3 Efficient Transportation. Support land use patterns that make efficient use of the transportation system and enhance public safety.
- POLICY GM.3.1 Transportation Management. Make more efficient use of the regional and subregional transportation system.
- POLICY GM.3.3 Provide Adequate Transportation Facilities and Services. Provide adequate transportation facilities while maintaining neighborhood integrity.
- POLICY GM.3.7 Mobility-Impaired. Support efforts to provide safe and convenient transportation systems for all citizens of Pinole, particularly mobility-impaired individuals.
- GOAL GM.4 Compact Development and Service Areas. Encourage infill and redevelopment in areas that are already served by utilities, infrastructure and public services.
- POLICY GM.4.1 Planning for Present and Future Community Needs. Plan for, provide and maintain a level of public infrastructure facilities and services that adequately serves the present and future needs of the community.

Land Use & Economic Development Element

- GOAL LU.1 Preserve and enhance the natural resources, high-quality residential neighborhoods and commercial areas, and small-town (semi-rural) character of Pinole.
- POLICY LU.1.3 Establish and implement a continuing program of civic beautification, gateway or entryway enhancement, tree planting, maintenance of homes and streets, and other measures which will promote an aesthetically desirable environment and attractive neighborhood areas.
- GOAL LU.4 Preserve and strengthen the identity and quality of life of Pinole’s residential neighborhoods.
- POLICY LU.4.1 Ensure all new development, renovation or remodeling preserves and strengthens Pinole’s residential neighborhoods by requiring projects to be harmoniously designed and integrated with the existing neighborhood.
- GOAL LU.6 Protect and enhance the natural resources of the San Pablo Bay waterfront for the enjoyment of Pinole residents.
- POLICY LU.6.3 Provide waterfront parks, pedestrian pathways and recreation areas that are safe, accessible, and attractive for public use.

Housing Element

- GOAL H.2 Protect Existing Character and Heritage. Protect and enhance the integrity and distinctive character and heritage of Pinole encouraging the development of high quality, well-designed housing and conserving existing housing.
- POLICY H.2.4 Maintain Existing Housing and Neighborhood Amenities. Maintain Pinole’s lifestyle characteristics by encouraging the maintenance of existing housing stock, and in particular housing with historic value, and preserving the amenities of existing neighborhoods.
- GOAL H.3 Provide Adequate Services and Facilities. Provide adequate services and facilities to meet the needs of the city’s current and future population.
- POLICY H.3.1 Plan For Public Facility and Services Needs. Future development shall be planned based on public facility and service capacity, community-wide needs, sound citywide and neighborhood planning and public improvement programming.
- POLICY H.3.4 Encourage new pedestrian-oriented development. Encourage new development and redevelopment that places residences in close proximity to a variety of services and facilities.

Circulation Element

- GOAL CE.1 Reduce vehicle miles traveled and encourage the use of public transit.
- POLICY CE.1.1 Encourage strategic growth that concentrates future development along Pinole’s three primary transit corridors (San Pablo Avenue, Appian Way and Pinole Valley Road).
- POLICY CE.1.3 Encourage development that is sensitive to both local and regional transit measures and that promotes the use of alternative modes of transportation.
- POLICY CE.1.4 Encourage maximum utilization of the existing public transit system and alternate modes of transportation in Pinole.
- GOAL CE.3 Provide timely input and effective means (as appropriate) of programming street and highway improvements to maintain the objective peak hour level of service without detrimentally impacting community character or commercial activity.
- POLICY CE.3.2. Maintain roadway network at or above established LOS thresholds.
- GOAL CE.4 Establish programs to support sidewalk, trail and street enhancements, where feasible.
- POLICY CE.4.5 Inventory sidewalk conditions to identify opportunities for enhancements to the circulation system and to help prioritize repair and maintenance activities as funding becomes available.
- GOAL CE.5 Provide adequate parking and loading facilities while encouraging alternative means of transportation.
- GOAL CE.7 Support bicycle use as a mode of transportation by enhancing infrastructure to accommodate bicycle and rides.
- POLICY CE.7.1 Enhance the City’s Bikeway network through the use of Class I, II, and III bikeways.
- POLICY CE.7.3 Establish a network of multi-use paths to facilitate safe and direct off-street bicycle and pedestrian travel.

Community Services and Facilities Element

- GOAL CS.1 Provide safe, attractive and efficiently designed infrastructure and sustainable facilities to serve the public.
- POLICY CS.1.1 The City will strive to provide safe, attractive and efficiently designed facilities for public and quasi-public organizations.
 - POLICY CS.1.3 The City will endeavor to provide convenient access to community facilities and services to all areas of the community.
- GOAL CS.2 Ensure and maintain a high level of public safety in the community.
- POLICY CS.2.6 The City will continue to fund the repair, maintenance and expansion of facilities to respond to evolving service needs.
- GOAL CS.3 Provide adequate and high-quality recreational opportunities and programs for the community.
- POLICY CS.3.1 Continue to provide a variety of recreational opportunities that serve and represent all aspects of the community.
 - POLICY CS.3.3 Expand and organize a multi-use trail system.
- GOAL CS.6 Provide adequate, economical and dependable wastewater collection service and treatment.
- POLICY CS.6.1 The City shall continue to make capital improvements to the wastewater collection and treatment system to maintain system capability and reliability.
- GOAL CS.7 Minimize flooding.
- POLICY CS.7.1 The City will ensure that the storm drain system has adequate capacity to minimize street flooding and, where feasible, shall expand the capacity of the system to control storm flows.
- GOAL CS.9 Provide economical and dependable community services while conserving energy resources.
- POLICY CS.9.1 The City will seek opportunities to improve the energy efficiency of facilities and operations.
- GOAL CS.10 Provide safe, efficient roadway infrastructure to support multiple modes of transportation and to meet existing and future circulation needs.
- POLICY CS.10.2 The City will update, where possible, the existing roadway network to enhance pedestrian, bicycle and transit circulation while maintaining safe vehicular circulation.

Health and Safety Element

- GOAL HS.1 Minimize the potential for loss of life, injury, damage to property, economic and social dislocation, and unusual public expense due to natural and man-made hazard
- GOAL HS.2 Protect the community from the risk of flood damage and improve surface water quality.
- POLICY HS.2.4 Continue to monitor studies that identify anticipated changes in sea level and create appropriate standards and improvements to minimize flood risks.
 - POLICY HS.2.5 Establish appropriate capital improvements and management programs to reduce wet weather sewer treatment demand and avoid discharge to the shallow water outfall.
- GOAL HS.3 Minimize hazards of soil erosion, weak and expansive soils, potentially hazardous soils materials, other hazardous materials, geologic instability and seismic activity.
- POLICY HS.3.5 Require proper handling, storage, disposal and cleanup of hazardous materials to prevent leakage, potential explosions, fires or the escape of harmful gases and to prevent individually innocuous materials from combining to form hazardous substances, especially at the time of disposal.
- GOAL HS.4 Ensure that government agencies, citizens and businesses are prepared for an effective response and recovery in the event of emergencies or disasters.
- POLICY HS.4.1 Continue to provide essential emergency public services during natural catastrophes
 - POLICY HS.4.3 Incorporate technological enhancements in new and substantially remodeled structures and facilities to support and improve emergency services.
- GOAL HS.6 Support multiple forms of transportation and a circulation system design that reduces vehicle trips and emissions.
- POLICY HS.6.1 Promote and encourage walking and bicycling as viable forms of transportation to services, shopping and employment.
- GOAL HS.7 Ensure that all new development meets or exceeds state and federal water quality standards.
- POLICY HS.7.1 Support Regional, state and federal clean water programs.
 - POLICY HS.7.3 Reduce the transport of runoff and surface pollutants.
 - POLICY HS.7.6 Establish appropriate capital improvements and management programs to reduce wet weather sewer treatment demand and avoid discharge to the shallow water outfall.

Natural Resources and Open Space Element

- GOAL OS.1 Ensure the preservation of natural resources by determining appropriate land use and compatibility with natural resources and open space.
- POLICY OS.1.2 Agency Cooperation. Work with Federal, State and local regulatory and trustee agencies to promote the long-term sustainability of local natural resources.

Sustainability Element

- GOAL SE.3 The City will reduce its contribution to climate change and mitigate and adapt to the effects of climate change as appropriate.
- POLICY SE.3.1 Reduce greenhouse gas emissions from City operations and community sources by a minimum of 15 percent below current or baseline levels by the year 2020.
 - POLICY SE.3.4 Reduce GHG emissions by reducing vehicle miles traveled and by increasing or encouraging the use of alternative fuels and transportation technologies.
 - POLICY SE.1.3 Enhance the energy efficiency of all City facilities.
- GOAL SE.4 Optimize energy efficiency and renewable energy.
- POLICY SE.4.2 Explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation.
- GOAL SE.5 Achieve a solid waste diversion of 75% of the waste stream by 2020.
- GOAL SE.7 Air quality will be maintained and improved for the City of Pinole and the Bay Area as a region and not decline below levels measured in early 1990’s.
- POLICY SE 7.3 Support efforts to comprehensively address air quality issues through education, regulation, and innovation.
- GOAL SE.8 Utilize transit options and reduce vehicle miles traveled and single-occupancy vehicle use.
- POLICY SE.8.7 Work to improve Pinole’s pedestrian and bicycle infrastructure and to meet the needs of all pedestrians and bicyclists.
 - POLICY SE.8.10 Support and promote the use of low- and zero-emissions vehicles, alternative fuels, and other measures to directly reduce emissions from motor vehicles.



DRAFT CAPITAL IMPROVEMENT PLAN FY 2025/26 – FY 2029/30

PRIORITY FY 2025/26 CAPITAL PROJECTS

City Council
June 3, 2025

PROPOSED CAPITAL IMPROVEMENT PLAN

FY 2025/26 – FY 2029/30



- The Capital Improvement Plan (CIP) is a five-year plan used to identify and implement the City's capital needs.
- The proposed five-year CIP contains 45 projects and 5 infrastructure assessments under six categories.
- Priority FY 2025/26 Projects include 3 Facilities, 2 Parks, 6 Sanitary Sewer, 2 Stormwater, 11 Streets & Roads, and 2 Infrastructure Assessments.

FACILITIES – FY 2025/26 PROJECTS

- Replacement of Pools equipment to avoid potential failure (\$100,000 Development Impact Fees)
- Zero-emission vehicles and construction of EV charging infrastructure (\$75,000 of 2014 Measure S fund and \$595,000 Climate Implementation Grant)
- City Hall improvements and upgrades to extend its life and improve functionality (\$400,000 Development Impact Fees)



PARKS – FY 2025/26 PROJECTS

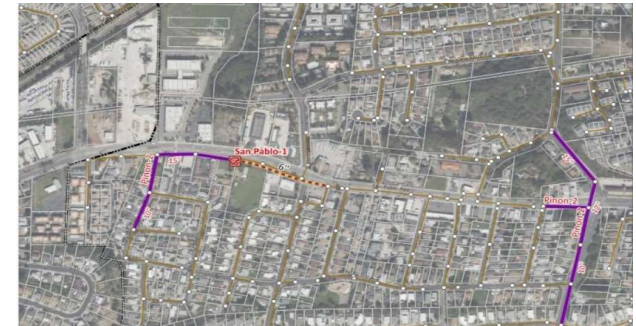
- Improvements to City parks including lighting, playground equipment, shaded structures, landscaping, and paving trails. (Starting with the Dog Park: \$200,000 Development Impact Fees in addition to other funding sources)
- Rehabilitation of the soccer fields including improvements to the irrigation systems and turf (\$250,000 Development Impact Fees)



SANITARY SEWER – FY 2025/26 PROJECTS



- Replacement of two blowers at the Treatment Plant to avoid equipment downtime (\$280,000 Sewer Enterprise Fees)
- City Program for Private Sewer Lateral funding support to property owners (\$150,000 Sewer Enterprise Fees)
- Effluent outfall to reduce pressure during storm events and increase lifespan of the effluent pipes (\$650,000 Sewer Enterprise Fees)



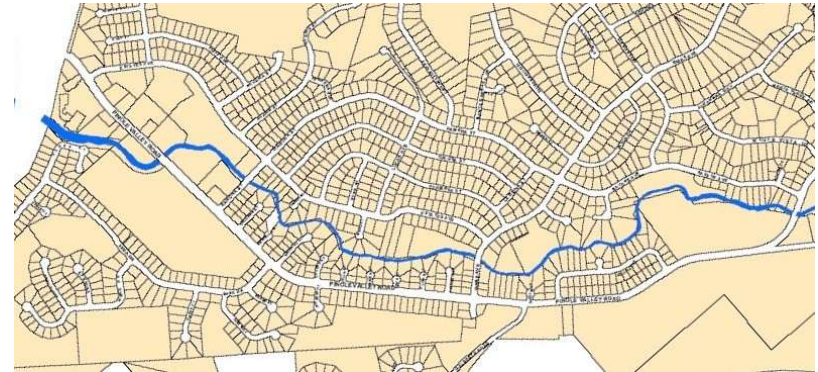
SANITARY SEWER – FY 2025/26 PROJECTS

- Rehabilitation of secondary clarifier at the Treatment Plant (\$425,000 Sewer Enterprise Fees)
- Upgrade of the lab equipment and lab remodel at the Treatment Plant (\$150,000 Sewer Enterprise Fees)
- Rehabilitation/replacement of the sewer pump station and force main on San Pablo Avenue and Hazel Street (\$850,000 Sewer Enterprise Fees)



STORMWATER – FY 2025/26 PROJECTS

- Replacement of structurally deteriorated and failing storm drain pipelines (\$120,000 Measure S 2014)
- Upgrade of stormwater system and installation of trash capture devices to comply with state and regional standards and requirements (\$150,000 Measure S 2014)



STREETS & ROADS – FY 2025/26 PROJECTS

- Pavement Rehabilitation for long-term improvements such as slurry seal, cape seal, and reconstruction (\$750,000 Measure J, \$1,500,000 Gas Tax, and \$1,000,000 potential Vehicle Impact Fees)
- Sidewalk rehabilitation to assist property owners in maintaining the sidewalks in a safe and accessible manner (\$200,000 City Streets Improvements)
- Accessibility improvements to meet ADA requirements by providing curb ramps (\$150,000 City Street Improvements)



STREETS & ROADS – FY 2025/26 PROJECTS

- Pavement markings and signage upgrades to meet state requirements and maintain minimum level of retro-reflectivity, which will also accompany pavement rehabilitation projects (\$100,000 City Street Improvements)
- City streetlight upgrades to meet standards for spacing and illumination thereby improving nighttime visibility and enhancing sense of safety and security (\$250,000 Arterial Streets Rehabilitation)
- City signal upgrades through the installation of video detection, accessible devices, upgrade of controllers, upgrade of software, battery back-up system and/or designated left-turn phasing (\$200,000 Arterial Streets Rehabilitation)



STREETS & ROADS – FY 2025/26 PROJECTS

- Replacement of the San Pablo Avenue bridge over the Burlington Northern Santa Fe Railroad – PE Phase (\$1,990,449 Federal and regional grants, and \$100,000 Measure S 2014)
- Safety Improvements on Arterial Roadways and pedestrian crossing enhancements (\$239,040 HSIP grant, and \$110,960 Arterial Streets Rehabilitation)
- Traffic Calming Program to change drivers' behavior and reduce travel speeds through the installation of physical devices such as driver feedback signs, curb extensions, speed cushions, and roundabouts (\$200,000 City Street Improvements)



STREETS & ROADS – FY 2025/26 PROJECTS

- Road Maintenance and Repairs such as potholing (\$350,000 Measure S 2006)
- Update of the City's 2004 ADA Transition Plan for Public Improvements (\$250,000 City Street Improvements)

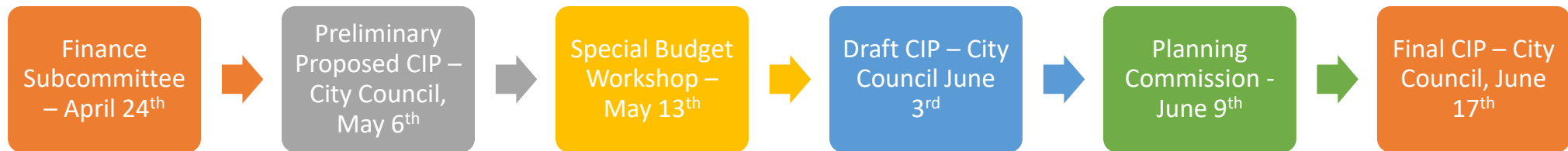


INFRASTRUCTURE ASSESSMENTS – FY 2025/26 PROJECTS

- Recycled Water Feasibility Study to plan and phase the construction of future recycled water distribution system infrastructure (\$80,000 Sewer Enterprise Fees)
- Development of a Storm Drain Master Plan to analyze existing collection system and guide future improvements and funding allocation (\$125,000 Measure S 2014, \$150,000 Sewer Enterprise Fees)



REVIEW AND APPROVAL PROCESS



FIVE-YEAR CIP BUDGET SUMMARY



SOURCES BY FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	5-Year Total
100 - General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
105 - Measure S 2006	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
106 - Measure S 2014	\$ 570,000	\$ 2,123,000	\$ 918,965	\$ 250,000	\$ 250,000	\$ 4,111,965
200 - Gas Tax	\$ 1,500,000	\$ 880,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 3,880,000
214 - Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
215 - Grant: TLC	\$ 41,442	\$ -	\$ -	\$ -	\$ -	\$ 41,442
215 - Grant: Climat Implementation Grant - MTC	\$ 595,000	\$ 357,000	\$ -	\$ -	\$ -	\$ 952,000
215 - Grant: HSIP	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ 239,040
215 - Measure J	\$ 750,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 250,000	\$ 2,500,000
215 - Grant: OBAG	\$ -	\$ 650,000	\$ 370,000	\$ -	\$ -	\$ 1,020,000
275 - Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
276 - Growth Impact Fees	\$ 950,000	\$ 2,018,000	\$ 620,000	\$ 220,000	\$ 250,000	\$ 4,058,000
324 - Public Facilities Fund	\$ -	\$ 582,000	\$ 400,000	\$ -	\$ -	\$ -
325 - City Street Improvements	\$ 900,000	\$ 1,075,000	\$ 700,000	\$ 700,000	\$ 650,000	\$ 4,025,000
325 - Grant: TDA Article 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
325 - Grant: STMP Fees	\$ 597,417	\$ 670,000	\$ 480,000	\$ -	\$ -	\$ 1,747,417
325 - Grant: HBP	\$ 1,351,590	\$ 1,600,000	\$ 23,919,035	\$ -	\$ -	\$ 26,870,625
377 - Arterial Streets Rehabilitation	\$ 560,960	\$ 450,000	\$ 400,000	\$ 350,000	\$ 350,000	\$ 2,110,960
500 - Sewer Enterprise Fund	\$ 2,735,000	\$ 5,650,000	\$ 4,480,000	\$ 4,995,000	\$ 2,835,000	\$ 20,695,000
Potential Debt Financing	\$ -	\$ 4,000,000	\$ 4,000,000	\$ 2,750,000	\$ 2,250,000	\$ 13,000,000
Potential Vehicle Impact Fee	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Sources Total	\$ 12,140,449	\$ 21,105,000	\$ 37,638,000	\$ 10,615,000	\$ 7,685,000	\$ 89,183,449
Unfunded Total	\$ -	\$ 515,000	\$ -	\$ 1,050,000	\$ 500,000	\$ 2,065,000
Total Sources Required	\$ 12,140,449	\$ 21,620,000	\$ 37,638,000	\$ 11,665,000	\$ 8,185,000	\$ 91,248,449



COUNCIL RECOMMENDATIONS



CITY COUNCIL REPORT

12.A.

DATE: JUNE 3, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE NEW SOLID WASTE FRANCHISE AGREEMENT WITH RICHMOND SANITARY SERVICE, INC. DBA REPUBLIC SERVICES AND TO EXECUTE A SIDE LETTER AGREEMENT REGARDING USE OF CITY RATE STABILIZATION FUNDS TO OFFSET MAXIMUM SERVICE RATES.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to Execute an Agreement with Richmond Sanitary Services, Inc. dba Republic Services for Solid Waste Collection Services, and authorizing the City Manager to Execute a Side Letter Agreement Regarding Use of City Rate Stabilization Funds to Offset Maximum Service Rates Effective July 1, 2025, through December 31, 2030.

BACKGROUND

Since May 15, 2001, the City of Pinole has maintained a Franchise Agreement with Richmond Sanitary Service, Inc., doing business as Republic Services (Republic). This agreement is set to expire on June 30, 2025. In preparation for the transition, the City Council previously directed staff to begin negotiations with Republic for a new 15-year contract.

The franchise agreement with Republic covers only solid waste collection services. Legislative compliance functions are managed by the West Contra Costa Integrated Waste Management Authority (RecycleMore), a Joint Powers Authority (JPA) of which Pinole is a member. Post-collection services (e.g. disposal of recycled and compostable materials), and outreach and education, are governed by the Post-Collection Agreement between RecycleMore and Republic. This Post Collection agreement is also scheduled to expire on June 30, 2025.

Under the current franchise agreement, the City receives revenue from two key fees: the franchise fee, which is directed to the General Fund, and a smaller AB939 Fee that supports solid waste diversion programs. Additionally, the City Waste Program Fee, which is allocated to a dedicated fund (Solid Waste 214), will be converted into a Vehicle Impact Fee as part of the new agreement.

REVIEW AND ANALYSIS

Staff, supported by R3 Consulting Group, have completed negotiations with Republic for a fifteen-year term length. This term length is typical for modern franchise agreements and matches the term length negotiated by the nearby cities of San Pablo and Hercules. The

proposed negotiated agreement, if approved would be effective on July 1, 2025, and expire on June 30, 2040.

Negotiated Outcomes

Staff, assisted by R3, worked with Republic over the past seven months to reach agreement on a modern, regulatory compliant franchise agreement that ensures competitive rates and rate stability. The most significant outcomes of negotiations, as described above, are as follows:

- Franchise agreement effective on July 1, 2025, and expiring on June 30, 2040.
- Collection services largely remain the same.
- Republic will provide an additional single-family bulky item collection program.
- Residents may call twice per year to schedule a pickup amounting to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e) up to 1.8 cubic yards of Garbage or Organic Waste per SFD Service Unit at no additional cost and expense.
- Republic will continue to be responsible for programs and services required under SB 1383 and full legislative compliance coverage including recycling and organics service as a bundled rate, contamination monitoring, outreach and education, and reporting as required by recent state law.
- Republic will assist the City with abandoned waste removal.
- The City now sets industrial rates.

Other improvements that City staff negotiated as a part of the franchise agreement restatement include the following:

- An initial 18-month rate freeze.
- Annual adjustments to collection service rates based upon the Consumer Price Index for Water, Sewer, and Trash collection (CPI).
- Annual rate adjustment cap of 5%, with a roll-over (e.g. if CPI increases by more than 5% Republic would be allowed to include the difference between the CPI and 5% in the next annual increase).
- Limitations on future changes in rates due to change in law.
- Updated Agreement including modern performance and legal standards.
- Detailed Administrative Penalties for non-compliance.
- Republic will provide up to one thousand (1,000) cubic yards of compost or two thousand 2,000 cubic yards of mulch to the City annually.
- Language describing the impact of potential future changes to the post-collection agreement such that changes may be accounted for without further amendments to the Franchise Agreement, within the contemplated limits.
- Reimbursement to the City for consultant and attorney costs for negotiations (\$80,000).

Once the Public Hearing is concluded the City Council may consider adopting the attached resolution which will approve the rate adjustment.

Failing to adopt the proposed rate increase without a majority protest by solid waste collection service ratepayers would breach the adopted Franchise Agreement.

FISCAL IMPACT

The recommended rates include annual payments to the City from Republic Services of approximately \$1,200,000 related to the new Vehicle Impact Fee. The City will be responsible for annual payments to Republic from the Solid Waste Fund of approximately \$200,000 for the first five years of the agreement to smooth the impact of the initial rate increase on customers. There are sufficient funds available in the Solid Waste Fund to fulfill this obligation, and this appropriation will be incorporated into the FY 2025-2026 Annual Budget.

ATTACHMENTS

- A. Resolution Franchise Agreement
- B. Side Letter Agreement
- C. Fee Study
- D. Franchise Agreement

RESOLUTION NO. XX-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE RESTATED FRANCHISE AGREEMENT BETWEEN THE CITY OF PINOLE AND REPUBLIC SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER AGREEMENT REGARDING USE OF CITY RATE STABILIZATION FUNDS (SOLID WASTE FUND 214); AND FINDING THESE ACTIONS TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GUIDELINES SECTIONS 15378 AND 15061(b)(3)

WHEREAS, the City of Pinole (City) has the responsibility and authority under the laws of California to determine all aspects of solid waste handling which are of local concern, including setting of charges and fees for provision of solid waste collection and disposal services; and

WHEREAS, on September 10, 1986, the City entered into a Franchise Agreement with Richmond Sanitary Services, Inc. (RSS) to provide solid waste collection and disposal services to the community, which is set to expire on June 30, 2025; and

WHEREAS, the City of Pinole negotiated the terms and conditions of a new solid waste franchise agreement with Republic Services which include bulky item collection at curbside twice per year, the regulation of industrial rates, and other service enhancements; and

WHEREAS, the City has replaced the current rate stabilization fee with a new Vehicle Impact Fee to partially recover the cost of the impact solid waste collection trucks have on the City streets,

WHEREAS, the increased cost of living as well as the addition of the new services requires an adjustment to the rates charged; and

WHEREAS, approval of this Solid Waste Franchise Agreement ("Agreement") and authorization to the City Manager to execute the same, receipt of the franchise fee study supporting the Agreement and actions proposed therein, and authorization of the City Manager to execute a side letter agreement to use rate stabilization funds, are all actions that are exempt from the California Environmental Quality Act (CEQA) in that they are not a "project" as defined in CEQA Guidelines Section 15378 because they authorize only administrative activities and no construction or other activities that could impact the environment, and also because even if they were considered a "project," they are exempt pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that approval and acceptance of these agreements and the study would have a significant effect on the environment.

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

as follows:

1. The foregoing recitals are true and correct and are incorporated herein. The City Council hereby authorizes the City Manager to execute the Solid Waste Franchise Agreement with Richmond Sanitary Services, Inc., a subsidiary of Republic Services, and to negotiate and make any changes necessary to substantially conform to City Council direction regarding the same.
2. The City Council hereby authorizes the City Manager to execute the Side Letter Agreement Regarding Use of City Rate Stabilization Funds to Offset Maximum Service Rates Effective July 1, 2025, through June 30, 2030 and to negotiate and make any changes necessary to substantially conform to City Council direction regarding the same.
3. The City Council hereby accepts the Franchise Fee Study.
4. The City Council hereby finds that approval of the Agreement and authorization to the City Manager to execute the same, acceptance of the Franchise Fee Study, and authorization of the City Manager to execute a side letter agreement to use rate stabilization funds, are all actions that are exempt from the California Environmental Quality Act (CEQA) in that they are not “project” as defined in CEQA Guidelines Section 15378 because they authorize only administrative activities and no construction or other activities that could impact the environment, and also because even if they were considered a “project,” they are exempt pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that approval and acceptance of these agreements and the study would have a significant effect on the environment.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 3rd day of June 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 3rd day of June 2025.

Heather Bell
City Clerk

DRAFT

The Parties:

City of Pinole

Republic Services

Subject:

Side Letter Agreement Regarding Use of City Rate Stabilization Funds to Offset Maximum Service Rates Effective July 1, 2025, through December 31, 2029

Content:

The City of Pinole and Republic Services (collectively the "Parties") hereby agree that the Maximum Service Rates effective July 1, 2025, through December 31, 2029, shall be offset by the City's use of \$200,000 annually in rate stabilization funds (Solid Waste Fund 214). Republic Services has calculated the Service Rates net of the City's use of rate stabilization funds as described in Attachment 1 to this Side Letter Agreement.

Republic Services shall invoice the City quarterly starting on July 1, 2025, for the amount owed by the City. The quarterly amount owed will be calculated monthly based on the number of subscribers and the rate offsets shown in Attachment 1.

Provided that the City pays Republic Services the quarterly amounts owed as described above from July 1, 2025, through December 31, 2029, Republic Services shall bill City Services Recipients at the Service Rates net of rate stabilization funding shown in Attachment 1 to this Side Letter Agreement and shall not bill Service Recipients at the Maximum Service Rates included in the Agreement.

If the City does not pay the quarterly amounts described herein, Republic Services may bill customers at the Maximum Service Rates per the Agreement, including retroactive prorated amounts if necessary and applicable to billing cycles for which the City did not pay rate stabilization funding invoices.

Starting January 1, 2030, Republic Services shall commence billing Service Recipients based on the Maximum Service Rates as adjusted in accordance with of the Agreement.

Signature Block:

Republic Services: _____

City of Pinole: _____

7/1/2025 Residential Rates

	2025						
	1/1/25	Collection	*2025 Rate	Post	Vehicle		Total
	Collection	Maximum	Stabilization	Collection	Impact	City AB	Monthly
	Charge	Rate	Fund	Charge	Fee	939 Fee	Rate
20-gallon	\$ 25.08	\$ 28.15	\$ (3.07)	\$ 7.56	\$ 5.40	\$ 0.83	\$ 38.87
35-gallon	\$ 26.08	\$ 29.28	\$ (3.20)	\$ 13.27	\$ 7.75	\$ 0.83	\$ 47.93
35-gallon Sr.	\$ 24.08	\$ 27.28	\$ (3.20)	\$ 13.27	\$ 7.75	\$ 0.83	\$ 45.93
65-gallon	\$ 50.98	\$ 50.98		\$ 24.66	\$ 14.10	\$ 1.51	\$ 91.25
95-gallon	\$ 72.79	\$ 72.79		\$ 37.02	\$ 20.85	\$ 2.19	\$ 132.85

* Rate stabilization fund of \$200K annually paid by the city.

7/1/2025 Commercial Collection Rates (Combined)

Bin Size	Times per Week				
	1	2	3	4	5
1 Yard	355.63	620.87	885.92	1,151.19	1,416.24
2 Yard	586.06	1,067.83	1,549.81	2,031.48	2,513.41
3 Yard	801.72	1,486.68	2,171.72	2,856.69	3,541.72
4 Yard	1,009.62	1,891.26	2,772.91	3,654.72	4,536.21
5 Yard	1,212.89	2,288.47	3,363.83	4,439.52	5,514.76
6 Yard	1,414.38	2,682.42	3,950.65	5,219.26	6,487.21
7 Yard	1,614.27	3,075.18	4,536.75	5,997.55	7,458.62

7/1/2025 INDUSTRIAL ROLL-OFF SERVICE RATES

Rate Per Haul Plus disposal rate (per ton)			
MSW, Miscellaneous Trash, C&D, Green Waste, Wood, Dirt, Concrete, Cardboard, Metal			
Box Size	Current	2025 Rate Adj 16.21%	2025 Total Rate
10 Yard	530.00	85.91	615.91
14 Yard	588.00	95.31	683.31
20 Yard	624.00	101.15	725.15
30 Yard	675.00	109.42	784.42
40 Yard	746.00	120.93	866.93

FINAL REPORT

City of Pinole

Solid Waste Franchise Fee Study

submitted electronically on April 7, 2025



R3

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1. EXECUTIVE SUMMARY

Background

The City of Pinole's (City) Solid Waste Franchise Agreement (Agreement) dated May 15, 2001, with Richmond Sanitary Service, Inc. dba as Republic Services (Contractor) is for the collection of solid waste from Contractor's solid waste service subscribers in the City. The Agreement provides the Contractor with the exclusive right to provide critical aspects of the City's sanitation system, including solid waste collection and the other services and programs included in the Agreement. The Agreement specifies that the Contractor will charge solid waste service subscribers, with the Contractor billing and collecting revenues from subscribers and the City authorizing the maximum rates that the Contractor may charge pursuant to the rate adjustment methodology included in the Agreement.

Per the Agreement, the Contractor pays the City a Franchise Fee. This Study considers the Franchise Fee paying for the costs incurred by the City in managing, administering, enforcing, and supplementing the services provided in the Agreement, as well as the charge for the use of the public right-of-way for the special and lasting access to use it for set-out and collection of solid waste containers, along with the proportionate costs of the unique impacts to pavement caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service. The Contractor also pays the City a Rate Stabilization Fee and an AB 939 Fee. The City is also considering a Vehicle Impact Fee which would replace the Rate Stabilization Fee. For the purposes of this Study, the Rate Stabilization Fee is assumed to be eliminated at the end of Fiscal Year 2024-25.

Purpose

The purpose of this Study is to identify the amounts that may be considered for recovery through the Franchise Fee paid by the Contractor to the City and to develop the maximum amount that could be recovered via a new Vehicle Impact Fee (VIF). There are three components to this analysis. The first component includes the City's proportionate costs (**City's Costs**). The second component includes the proportionate charges for the Contractor's use of the public right-of-way (**Property Use Charges**). The third is the City's proportionate costs associated with pavement impacts (**Pavement Impacts**).

Methodology and Findings

To complete this Study, R3 reviewed and analyzed information provided by the City pertaining to the City's Costs, Property Use Charges, and Pavement Impacts. Using that information, we then calculated the proportionate amounts necessary to cover the City's costs, including staffing and other costs; use of government property in the public right-of-way; and pavement repair, maintenance, and rehabilitation costs caused by the Contractor's solid waste collection vehicles during the course of providing sanitation service. All calculated amounts in this Study are in Fiscal Year (FY) 2023-24 dollars.

City's Costs

The annual costs for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system includes: staffing salary and benefits, contracted services, operations and maintenance, supplies, and overhead for distributed costs including but not limited to property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Staffing costs are calculated based on estimated time allocations (based on assessment of current City employees) and other costs are calculated based on estimated share allocations associated with the sanitation system, with distributed overhead applied to both.

The calculation results are \$461,784 in staffing costs and \$112,745 in other costs, for annual proportionate City's Costs totaling **\$574,529**.

Additionally, there is **\$73,486** in Other Costs associated with AB 939 compliance.

Property Use Charges

The annual charge to the Contractor for use of government property in the public right-of-way is calculated as a function of estimates for the number of solid waste accounts setting out solid waste collection containers in the right-of-way, the set-out area used, the amount of time it is used, and the market value for the per square foot use of the public right-of-way.

The calculation result for the use of the public right-of-way is a proportionate annual total Property Use Charge of **\$441,521**.

Pavement Impacts

The annualized costs for pavement repair, maintenance, and rehabilitation are calculated based on the proportionate impact to pavement from solid waste collection vehicles compared to other sources of impacts. This calculation accounts for five-year projections for growth in deferred maintenance only for the purposes of this Study. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

The calculation results for the proportionate Pavement Impacts caused by Contractor's solid waste collection vehicles during the course of providing sanitation service is an annualized cost of **\$1,703,440**.

Conclusions

Franchise Fee

The FY 2022-23 Franchise Fee paid Contractor to the City was \$407,921 and the actual for FY 2023-24 was \$432,818. The sum of FY 2023-24 annual City's Costs and Property Use Charges calculated in this Study is \$1,016,050, which is **\$521,152** (51%) higher than the FY 2023-24 Franchise Fee payments. The Franchise Fee is, therefore, not more than the sum of the City's Costs and Property Use Charges.

AB 939 Fee

The FY 2022-23 AB 939 Fee paid Contractor to the City was \$61,948 and the actual for FY 2023-24 was \$62,080. The FY 2023-24 annual AB 939/SB 1383 City's Costs calculated in this Study are \$73,486, which is **\$11,406** (16%) higher than the FY 2023-24 AB 939 Fee payments. The AB 939 Fee is, therefore, not more than the sum of the City's Costs for contract and programs associated with AB 939 and SB 1383 compliance.

Vehicle Impact Fee

The Pavement Impacts associated with the vehicles used in the solid waste system collection (refuse, recyclables and organics) are calculated at an annual value of **\$1,703,440**. Should the City wish to implement a Vehicle Impact Fee, the annual amount collected by the Contractor should not be greater than this amount. Because the legal landscape for such fees remains unsettled, if the City does implement a Vehicle Impact Fee, we recommend setting the fee at a conservatively lower amount.

Limitations

This Study relies on information provided by the City, which we have reviewed and analyzed for reasonableness and accuracy but did not independently audit or verify. It was necessary to estimate certain values for information that the City did not have, and for which reasonable ranges are known to exist. When it was necessary to establish estimates or assumptions for those values, R3 relied on decades of professional experience working with dozens of local government agencies in California on solid waste utility and other local government public administration matters. Because changes to estimates and other underlying assumptions could change calculations, R3's approach to this Study was to establish reasonable estimates and assumptions such that changes to them would minimize the potential for different ultimate findings. We have reviewed estimates and assumptions with City staff and legal counsel and have mutual concurrence on applicability and reasonableness of estimated and assumed values in this Study.

2. METHODOLOGY & CALCULATIONS

City's Costs

Methodology

R3 reviewed and analyzed information provided by the City pertaining to the General Fund costs incurred for management, administration, regulatory compliance and enforcement, solid waste collection and clean-up, and other obligations associated with the Contractor's Agreement and the sanitation system.

These costs include and may not be limited to:

- » Staffing costs, including salaries and benefits.
- » Contracted services.
- » Capital and equipment operations and maintenance.
- » Supplies and materials.
- » Overhead for distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions.

Using the total annual salary, benefit, and other cost information provided by the City, we estimated the proportion of costs associated with management and administration of the agreement and the sanitation system. We then calculated the proportionate totals and categorized them by the functions listed in the sections below.

Variables, Estimates and Assumptions

Staffing Costs

Variables associated with salaries and benefits include the allocation of time that positions are dedicated to management and administration of the Agreement and the sanitation system (including time supervising others with primary responsibility for these duties), the amount by which funding of salaries and benefits is paid by the General Fund, and the applicable amount of General Fund overhead.

The estimated time allocation by position category used in this Study (and based on historical experience) is shown in **Table 1**, on the following page, along with the explanation for the allocation values.

Table 1: Allocations of Staffing Time by Position

Positions	Time Allocation	Explanation
CITY MANAGEMENT - City Manager (5%), Finance Director (5%), City Clerk (3%), Public Works Director (10%) and Capital Improvement Manager (5%)	3-10%	Estimated allocation representing proportion of staff time spent on solid waste Agreement and sanitation utility management and administration. This estimated allocation is informed by our prior work experience in local governments as well as our experience conducting similar studies for local governments in California.
Public Works Maintenance Staff	Varies	Estimated actual time spent by staff on direct support of the sanitation system associated with street sweeping, catch basin cleaning, public solid waste receptacle collection, illegal dumping clean-up, tree trimming for large vehicle access, pavement repair and city events clean-up.

R3 verified with City staff that the salaries and benefits included in this Study are paid by the General Fund – any non-General Fund portions of positions included in Table 1 have been excluded from the calculations. A General Fund overhead rate of 10% (for the distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied to the total allocated costs. The 10% General Fund overhead rate used in this Study is an assumption informed by our prior work experience in local governments as well as our experience conducting similar studies for local governments in California. In our experience, when a City does calculate a General Fund overhead rate on its own, the result tends to be higher than the 10% used for the purposes of this Study (e.g., 25% or greater).

Other Costs

Variables associated with the City's other (i.e., non-salary and benefit) costs include the proportionate allocation of those costs that are for management and administration of the Agreement and the sanitation system, the amount by which these costs are paid by the General Fund, and the applicable amount of General Fund overhead. The estimated time allocation by cost category used in this Study is shown in **Table 2**, on the next page, along with the explanation for the allocation values.

Table 2: Allocations of Other Costs by Category

Cost Category	Cost Allocation	Explanation
Consulting and legal costs for direct and indirect management and administration of Agreement and sanitation system.	100%	All these costs are directly associated with management and administration of the Agreement and the sanitation system.
Catch Basin Waste Removal, Street Sweeping, Illegal Dumping, and Tree Trimming	80%	Estimated allocation based on proportion of such activities that are associated with sanitation services in the City (i.e., the proportion of waste that is generated by Contractor's solid waste customers in the City compared to overall waste generation in the City).
CalRecycle & SB 1383 Compliance, Implementation and Enforcement Costs and Public Solid Waste Receptable Collection Costs	100%	All these costs are directly associated with sanitation services in the City (i.e., the proportion of waste that is generated by Contractor's solid waste customers in the City compared to overall waste generation in the City).

R3 verified with City staff that the other costs included in this Study are paid by the General Fund – any non-General Fund portions of these costs as included in Table 2 have been excluded from the calculations. A General Fund overhead rate of 10% (for the for distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied to the total allocated costs.

Analysis

Direct Management and Administration

This category includes City staffing and consulting costs for direct management and administration of the Agreement and the sanitation system, for a calculated \$187,680 in annual staffing costs. Other costs include solid waste consulting services provided by R3 and other consultants, for \$55,000 in annualized consulting costs for the cost of performing this Study as well as other activities necessary to support the management and oversight of the solid waste system utilizing consultants and temporary employees. The total calculated cost for this category is **\$242,680**.

Indirect Management and Administration

This category includes City staffing costs for indirect management and administration, including supervision of those responsible for direct management and administration of the Agreement and the sanitation system and associated responsibilities. Allocated annual costs for staffing in this category are **\$64,285**. There are no "Other costs" associated with this category.

CalRecycle and SB 1383 Compliance

This category includes City staff costs and other costs for various activities associated with the City's need to implement Senate Bill 1383 (Short-Lived Climate Pollutants Act) as well as annual reporting to the State agency CalRecycle. There are **\$73,486** in "Other costs" included in this category.

Code Enforcement

This category would include City staffing costs for enforcing the solid waste provisions of the City's Municipal Code, which includes illegal solid waste accumulations, illegal dumping, littering, improper

waste collection setouts, nuisances, and the associated investigations, warnings, notices of violation, and administration of penalties. No costs associated with this category were identified by the City during completion of this Study. Though no such costs were identified, that does not mean that these costs do not exist. Future updates to this Study could result in identification of such costs.

Street Sweeping

This category includes \$45,976 in City staffing costs and equipment, and operations and maintenance costs of \$19,572 for the City's street sweeping operations. Therefore, total costs associated with this category are **\$65,548**.

Catch Basin Waste Removal

Solid waste that is not properly managed by waste generators or the Contractor, and not otherwise captured by street sweeping operations, accumulates in catch basins and other trash capture devices in the City's storm drain system.

For the purposes of this Study, we do not assume that all mismanaged solid waste that ends up on the City's catch basin system is generated by properties receiving solid waste services. Rather, because there is the possibility that some solid waste collected by catch basin waste removal operations was originally generated by other sources, this Study estimates that only 80% of the solid waste collected by catch basins was generated by properties receiving solid waste services. This assumption is consistent with other studies conducted by R3 (e.g., for the cities of Garden Grove and San Bruno) wherein street sweeping activities were allocated between 77.4% and 90% to the sanitation system.

This category includes City staffing, capital equipment, and operations and maintenance costs for the City's catch basin waste removal operations. Allocated staffing costs for the Public Works maintenance crews are calculated to be \$26,024 annually. The allocated and annualized costs for equipment are calculated to be \$4,185 annually, for a calculated total in this category of **\$30,209**.

Illegal Dumping Clean-up

The City's Public Works maintenance crews also clean up solid waste materials that are illegally dumped throughout the City. As with catch basin waste removal, an 80% waste generation allocation is applied. This category includes \$13,663 in personnel costs and \$1,588 in equipment to remove illegal dumping from rights-of-way and is calculated to be an annual cost of **\$15,250**.

Public Waste Containers

This category includes City staff costs and other costs for collection of waste deposited in public waste containers in public rights-of-way and other public locations in the City, for a calculated annual cost of **\$75,395**.

Waste Collection at City Events

This category includes City staff costs of **\$5,964** for collection of waste generated and disposed of at City public events.

Tree Trimming for Vehicle Access to Public Right-of-Way

This category includes City staff costs of \$47,711 and other costs of \$27,488 for a total of **\$75,198** for trimming of the City's street trees to provide safe clearance for collection vehicles to collect solid waste from the public right-of-way.

Annual Total of City's Costs

Table 3, on the next page, shows the total of the City's Costs for management and administration of the Agreement and the sanitation system as calculated in this Study, by category.

Table 3: City's Annual Costs by Category and in Total

Category	Staffing Costs	Other Costs	Total
Direct Management & Administration	\$187,680	\$55,000	\$242,680
Indirect Management & Administration	\$64,285	\$-	\$64,285
CalRecycle & SB 1383 Compliance, Implementation & Enforcement	\$-	\$73,486	\$73,486
Street Sweeping	\$45,976	\$19,572	\$65,548
Catch Basin Waste Removal	\$26,024	\$4,185	\$30,209
Illegal Dumping Response, Clean-up, Mitigation, & Prevention	\$13,663	\$1,588	\$15,250
Public Solid Waste Receptable Collection	\$70,482	\$4,913	\$75,395
City Events Solid Waste Collection	\$5,964	\$-	\$5,964
Tree Trimming for Large Vehicle Curbside Access	\$47,711	\$27,488	\$75,198
Total Annual City's Costs	\$461,784	\$112,745	\$574,529

Property Use Charges

Methodology

R3 reviewed and analyzed information provided by the City and the Contractor pertaining to Property Use Charges for Contractor's use of the public right-of-way for collection of solid waste collection containers. They then calculated the annual Property Use Charges based on:

- » The setout area used for collection of solid waste containers (in square feet).
- » The amount of time that the area is used.
- » The market value for use of the public right-of-way (in dollars per square foot).
- » The number of solid waste subscribers setting out collection containers in the public right-of-way.

Using these values, we calculated the market value for the Contractor's use of government property in the City.

Variables, Estimates, and Assumptions

Setout Area

Standard residential solid waste collection setouts include three solid waste collection containers, usually carts with wheels and lids, with one each for garbage, recycling, and organics waste streams. The setout area needed for placement of these containers is inclusive of the width of each container (typically two feet) as well as minimum required space between the containers and other objects such as cars (minimum of one foot). The set-out area also takes up available parking space and is, thus, assumed to extend six feet out from the curb. Taken altogether, the area for residential setouts is calculated as three containers that are each two feet wide, plus one foot between each container and other objects, for a total area ten feet wide times six feet in depth. The result is 60 square feet of setout area per serviced single-family residential property.

The amount of area used for commercial setouts (in this Study, use of the term commercial also always includes multi-family) can vary widely, as there is no standard commercial subscription size profile – each commercial solid waste subscriber can select from a range of container sizes, with most of them being larger than the containers used in residential areas. Given this complexity, this Study assumes that the average commercial setout area is twice that of the residential setout area, for 120 square feet. This estimate is likely lower than the average setout area needed in commercial areas and is, therefore, conservative.

Setout Time Usage

Standard residential solid waste collection is performed once weekly. Most residential containers are set out the evening prior to collection and are removed from the public right-of-way the following afternoon. Thus, for the purposes of this Study, we assume that collection containers are in the public right-of-way for an average of 18 hours per day, one day per week, which amounts to approximately 10.71% of the time (18 hours divided by 24 per day divided by 7 days per week).

Commercial solid waste subscription setout times can vary widely – just as there is no standard commercial subscription size profile, likewise there is no standard collection frequency. Commercial solid waste subscribers can select collection frequency between once and six times per week, and with different frequencies for different waste streams. Given this complexity, this Study assumes that the average commercial collection frequently is twice weekly, 21.43% of the time. As with the setout area, this estimate is likely lower than the average commercial collection frequency and is, therefore, conservative.

Market Value for Use of Public Right-of-Way

To establish the market value for use of the public right-of-way, R3 conducted an online survey of recent purchases of bare land in the City and locally along the I-80 corridor between Hercules and Berkeley. R3 sampled twenty recent sales of bare land in the City, El Sobrante and Rodeo, which were sold for a median of \$10.66 per square foot. To that value, R3 added the per square foot value of the City's street pavement, which is calculated as a function of the total replacement value of the City's streets (\$140,414,777) divided by the area of the streets in square feet (10,290,677) both of which are contained in the City's 2023-24 Pavement Management Program (PMP) Update (see next section).

The resultant value of the street improvements is \$13.64 per square foot, which, when added to the \$10.66 market value of bare land, yields \$24.31 per square foot. This value is then divided by a rental realization rate of 1.89 (which is based on the estimated ratio of what it costs to purchase a property versus rent it) for a total annual per square foot use charge for the public right-of-way of \$12.84. R3 believes this value to be conservative – other methodologies that could have been applied would have resulted in a higher estimated market value for the use of the public right-of-way. For example, had this Study used “parklet rental fee” charges (e.g., use of the public right-of-way for commercial activities like restaurant seating) established in other California communities, with an approximate average annual per

square foot value of \$15.00 per square foot, the results from this Study would be higher than estimated herein.¹

Number of Subscriptions Setting Out Containers

The Contractor reports that there are 5,859 residential and 382 commercial solid waste service subscribers in the City. However, not all subscribers set out their containers in the public right-of-way for collection all the time. To account for non-setouts (either because subscribers don't have waste materials to set out or because they receive on-premises service) we conservatively assume that only 90% of residential solid waste subscribers set out containers on a regular basis, for a resulting total of 5,273 average residential setouts. This 90% assumption is informed by our work overseeing solid waste collection operations for local governments throughout California; from that experience, we know that almost all residential solid waste customers set out their solid waste containers for collection each week (with the exceptions being when residents are on vacation or generate exceptionally low amounts of waste). The City's Contractor provides weekly collection of solid waste containers to all residents.

It is also understood that most commercial subscribers do not set out containers in the public right-of-way, and therefore we conservatively assume that only 5% of commercial subscribers set out containers on a regular basis, for a resulting total of 19 average commercial setouts. The assumed 5% set-out rate for commercial customers is almost certainly low – were one to take field observations for these values, we believe that the actual rates of set-out would be higher than used for the purposes of this Study. However, we use the 5% set-out assumption for commercial subscribers in this Study as data regarding use of the public right-of-way by commercial subscribers in the City is not available.

Analysis and Total Annual Property Use Charges

Calculating the total annual Property Use Charges using the variables, estimates, and assumptions from the prior section is a function of multiplication, as shown in **Table 4**, below.

Table 4: Calculation of Total Annual Property Use Charges

Variable Category	Residential	Commercial	Grand Total Annual Property Use Charge
Setout Area	60 SF	120 SF	
Setout Time Usage	10.71%	21.43%	
Annual Use Charge	\$12.84 per SF	\$12.84 per SF	
Number of Setouts	5,273	19	
Total Annual Property Use Charges	\$435,248	\$6,273	\$441,521

¹ Had this Study used a \$15 per square foot market value for the use of the public right-of-way, the resulting total annual property use charge would have been \$515,797 – more than 17 percent higher than the amount used in this Study and shown in Table 4.

Pavement Impacts

Methodology

R3 reviewed and analyzed information provided by the City pertaining to Pavement Impacts from the Contractor's solid waste collection vehicles. We then calculated estimates of the proportionate share of the average annual pavement repair, maintenance, and rehabilitation costs associated with solid waste collection vehicles based on the proportionate impact to pavement from solid waste collection vehicle compared to other sources of impacts. Note that this analysis does not include Contractor's street sweeping vehicles – if those vehicles were included in this analysis, the calculated Pavement Impacts would be slightly higher than shown in this Study.

The calculation accounts for the City's annual repair costs, five-year projections for capital improvement costs, and five-year projections for annualized growth in deferred maintenance. The calculation also accounts for the high loading and slow speed impacts on pavement associated with solid waste collection vehicles.

The calculation proportionately allocates the average annual pavement management costs to solid waste vehicles based on:

- » The equivalent single-axle load and proportionate impacts from speed for those vehicles compared to other vehicles.
- » The number of vehicle trips on City streets.
- » The proportion of vehicle trips that are made by trucks versus automobiles.²

Variables, Estimates, and Assumptions

The weight, loading, slow speed, and frequent stops that characterize solid waste collection vehicle operations impose unique and quantifiable impacts on the City's street pavement. It is important to understand that, while calculation of vehicle impacts to pavement can be precise for individual vehicles, out of necessity we made certain assumptions about overall blended pavement impacts associated with several categories of vehicle types for the purposes of this Study. This is because we sought to calculate estimated impacts to all street pavement in the City, covering all vehicle uses, and precise traffic information at that scale is not currently available. Thus, we make informed assumptions regarding several variables necessary for this Study.

For each of these variables, there is a range of potentially reasonable values that may be used. We have selected values at the low end of the range to present findings that conservatively calculate estimated values of the pavement impacts associated with the Contractor's solid waste collection vehicles during the course of providing sanitation service. Assumptions used are described in the following subsections, which reference sources supporting the summary provided here. We must note that changes in assumptions may result in material changes in calculation results and findings.

Factors Impacting Pavement Conditions

Street pavement repair, maintenance, and rehabilitation needs and their resulting costs are affected by several factors, including vehicle usage and utility cuts (for maintenance and repairs to underground utilities). Environmental conditions such as light and water also contribute to pavement repair,

² Our analysis accounts for the distribution of vehicles among the 13 Federal Highway Administration vehicle classifications, which include passenger cars, SUVs/pick-ups, buses, and multiple truck and truck/trailer axle combinations.

maintenance, and rehabilitation needs in combination with the primary impacts from vehicles and trench cuts, and thus not separately accounted for. This Study only focuses on the impacts to street pavement from vehicles, and the proportion of those impacts that are attributable to the Contractor's solid waste collection vehicles as they perform sanitation service.

City's Costs for Pavement Repair, Maintenance and Rehabilitation

This Study accounts for the City's annual "light maintenance" costs of pavement repairs for FY 2023-24 in which the City spent approximately \$61,589 from the General Fund for street maintenance" activities performed by its Public Works Department. Additionally, the General Fund overhead rate of 10% (for the distributed costs such as property, utilities, insurance, human resources, payroll administration, accounts payable and receivable, and other finance functions) is also applied to the total allocated costs for "light maintenance" similarly to other City costs.

The City regularly projects its costs for "heavy maintenance" and rehabilitation of pavement resulting from degradation due to use. These projections, and the basis for them, are documented in the Pavement Management Program Update (PMP) reports which the City commissions with engineering consultants.

Per the City's March 2024 PMP Update report (scenario 2), the City's projected average annual pavement "heavy maintenance" and rehabilitation costs from 2024 through 2028 for its entire street network, are approximately \$800,000.

City's Costs Deferred Maintenance

The City regularly projects its costs for repair, maintenance, and rehabilitation of pavement resulting from degradation due to use. These projections, and the basis for them, are documented in the City's 2024 PMP Update. Per the PMP, deferred pavement maintenance on the City's streets³ (which is the result of degrading pavement conditions associated with the impacts of vehicles and that is not funded for repair during the planning term) is projected to increase by \$18,361,430 between FY 2023-24 and FY 2027-28, which is \$3,672,286 per year.⁴ Deferred maintenance is the result of impacts to pavement that should be subject to repair or rehabilitation, but for which such repair or rehabilitation is not planned due to funding constraints. Though repair or rehabilitation of the deferred maintenance impact is not planned, the pavement condition is impacted, in part due to solid waste collection vehicles and the City must address the deferred maintenance eventually. If deferred maintenance were never to be funded and addressed via repair and rehabilitation, pavement conditions would degrade to the point of being unnavigable by vehicles.

Axle Loading

Our methodology for calculating the proportionate amount of pavement maintenance, and rehabilitation impacts for the Contractor's vehicles is grounded in the fact that all vehicles, including solid waste collection vehicles, degrade pavement during use. Measurement of that impact – also known as "vehicle loading" – can be estimated, quantified, and expressed as an Equivalent Single Axle Load (ESAL), which is a function of the vehicle's weight and the distribution of that weight over the vehicle's axles.

It is important to note that heavier vehicles (including solid waste vehicles) have more impacts on pavement and have a higher vehicle loading ESAL value. It is also important to note that ESAL values are associated

³ *Deferred maintenance is planned maintenance that gets delayed and backlogged because of a lack of funding. Deferred maintenance costs remain on the books until they are funded and the work is completed and recategorized in the City's PMP.*

⁴ *Our analysis assumes funding based on the City's budgeted pavement maintenance costs as presented in the PMP under Scenario 2 "Expected Annual Budget (\$800 thousand)".*

with vehicle loading only, and not the speed of the vehicle; it is therefore assumed that relative ESAL values between vehicle types are based on vehicles travelling at the same rate of speed.

For this analysis, R3 used the vehicle categories and average ESAL values shown in Table 5, below. Table 5 explains and cites supporting information for how the ESAL for each vehicle type was determined. It should be noted that solid waste collection vehicles are much heavier than most other typical vehicles on City roadways.

Table 5: ESAL Value Assumptions by Vehicle Type

Vehicle Type	ESAL Value	Source
Automobiles (Passenger Cars)	0.0008	AASHTO (American Association of State Highway and Transportation Officials) Design Guide with ESALs by Vehicle Type
Average of All Other Trucks⁵	0.0171	Calculated Value Using AASHTO Design Guide with ESALs by Vehicle Type, Federal Highway Administration ESALs by Vehicle Type, Comparative Traffic Counts
Solid Waste Vehicle (Garbage)	1.0000	Calculated Values by Type Using Example Axle Weights and AASHTO Axle Load Equivalency Factors
Solid Waste Vehicle (Organics)	1.0000	
Solid Waste Vehicle (Recycling)	0.7500	

Given the assumed ESAL values in **Table 5**, a solid waste vehicle collecting garbage has 1,250 times the impact of an automobile. We are aware of other research concluding that the impacts of solid waste collection vehicles may be as high as 8,000-9,000 times the impact of passenger cars; thus, our assumed ESAL of “1” for garbage collection vehicles is on the low end of the range of ESALs for such vehicles.

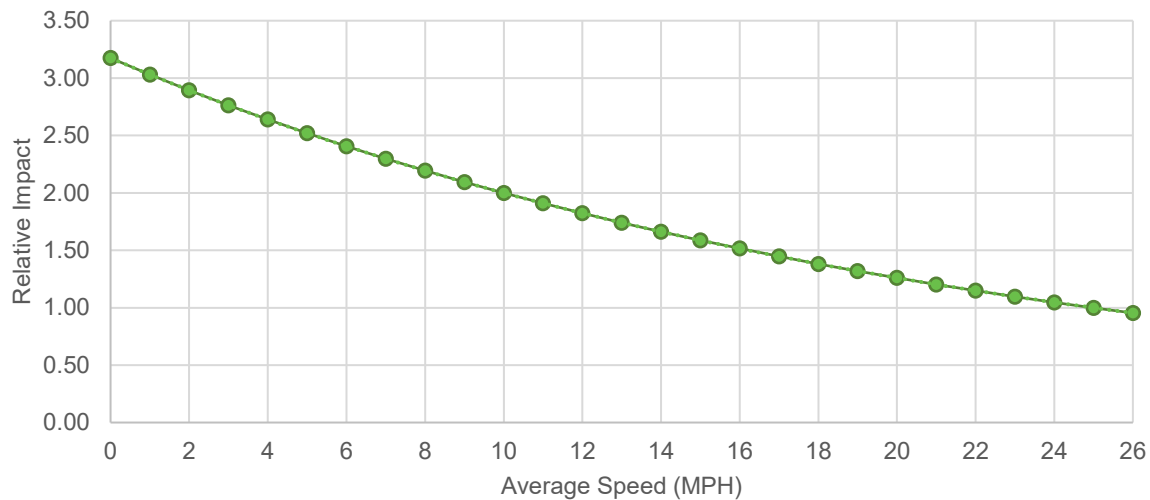
Speed Impact

Impacts to flexible pavements (which are typical for residential streets) are also influenced by vehicle speeds, with impacts being exponentially higher when a load carrying vehicle is moving at a very slow speed.⁶ This is demonstrated in **Chart 1**, on the following page.

⁵ “All other trucks” means all vehicles with high loading and impact on street pavement other than solid waste vehicles, including pickup trucks, vans, box trucks, and a variety of other trucks with a lower average ESAL than solid waste collection vehicles.

⁶ Effect of truck speed on the response of flexible pavement systems to traffic loading; International Journal of Pavement Engineering, July 2020; Michael R. S. Mshali and Wynand JvdM. Steyn.

Chart 1: Exponential Relationship Between Speed and Pavement Impacts



Unlike typical traffic on residential streets, which tends to travel at or near the posted speed limit (25 miles per hour [mph] in the City), solid waste vehicles slow and stop for collection in front of each household, averaging approximately 4 mph to 8 mph.⁷ At these low speeds, and as shown in Chart 1, vehicles have approximately 2.2 to 2.6 times the impact to the pavement than they would travelling only at the 25 mph speed limit.

In this Study we conservatively assume that solid waste vehicles in the City may be travelling at a faster 10 mph average speed, and we thus assume that the relative impact of speed is a factor of 2, not the higher 2.2 to 2.6 factors corresponding with slower speeds as noted above. We apply this speed factor of 2 as a multiplier to the ESAL loading for solid waste collection vehicles in our analysis of impacts to residential streets only; the factor is not applied to the ESAL loading for arterial and collector streets, as those streets are not typically comprised of flexible pavements, solid waste collection vehicles stop less frequently on those streets (and thus have a higher average speed).

Vehicle Passes Per Day

By estimating the number and type of vehicles (i.e., solid waste collection vehicles, automobiles, and all other trucks) that travel on a street, and the average pavement impacts (measured in ESAL loading) associated with each vehicle type (described in the prior subsection), the total impacts that the pavement will experience can be estimated in a mathematical calculation. Our analysis makes informed assumptions about the number of vehicle passes (meaning trips down streets) by type for the two major types of streets identified by the City in its PMSU. Those two types of streets are: high-traffic-volume streets (namely arterial and collector streets) and low-traffic-volume streets (residential streets). Specific data for the City relating to the number of vehicle passes per day and the proportion of those passes that are comprised of trucks was not available for this Study.

For the low-traffic residential streets, we used an estimate of 582 vehicle passes per day based on City traffic counts. We also estimated that 5% of residential traffic trips were made by trucks, which we believe

⁷ *Real-world activity, fuel use, and emissions of heavy-duty compressed natural gas refuse trucks; Science of the Total Environment 761, 2021; Gurdas S. Sandhu, H. Christopher Frey, Shannon Bartelt-Hunt, Elizabeth Jones.*

to be a conservative assumption – in communities where traffic trip information by vehicle type is available, the result is less than 5%, which yields a greater proportionate impact from solid waste vehicles.

For arterial and collector streets, we used an estimate of 14,972 passes per day based on City traffic counts. For the percentage of those trips that are trucks, we started with a calculated value based on comparative traffic counts from the City of Torrance in 2023 and which is the same dataset that we used to estimate the average ESAL for “All other trucks” in Table 5. That analysis calculates the average daily traffic counts for all vehicles on commercial streets in that city, with 87.7% of the average daily traffic count being comprised of passenger cars and motorcycles and the remaining 12.3% being comprised of trucks. For the purposes of this Study, we have assumed an even higher percentage of arterial and collector street traffic being trucks, at 15% of the average daily traffic. As with the prior assumptions, this value is conservative in that it returns a low proportionate value for the impacts to streets from the Contractor’s solid waste vehicles.

Table 6, below, is a summary of the assumptions used in this Study related to average daily vehicles passes and the percentage that are trucks assumptions used in this Study.

Table 6: Vehicle Passes Per Day by Street Type

Street Type	Vehicle Passes Per Day	Percentage of Vehicle Passes That Are Trucks
Residential	582	5%
Arterial and Collector	14,972	15%

Vehicle Passes By Vehicle Type

The variables described in the prior subsection provide the overall number of vehicle passes per day, and the percentage of those passes that are trucks. To isolate the vehicle loading impacts to pavement associated with solid waste collection vehicles, we need to determine the number of passes that those vehicles make per day. This is a relatively simple calculation based on the weekly schedule of collections for solid waste collection services.

For the low-traffic residential streets, solid waste collection operations are on a weekly schedule. Since weekly collections are on both sides of the street, each street is driven twice (once in each direction) by a minimum of one of each type of solid waste collection vehicle. For the purposes of this Study, we assume that each solid waste collection vehicle makes two passes per week, or 0.286 passes per day, on residential streets. This value does not account for the fact that some streets are driven on during non-route days so that collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above.

Using the lower passes per week is conservative in that it returns a lower result for the street impacts from the Contractor’s solid waste vehicles. For the high-traffic arterial and collector streets, which are primarily commercial, the schedule for solid waste collection can vary. Solid waste collection services may be provided up to five or six times a week for larger waste generators and may be as low as weekly for smaller generators. Additionally, because solid waste generators in commercial areas are not all on the same collection schedules as residential accounts are, vehicles in commercial areas pass over the same streets multiple times to serve accounts with different collection schedules.

For the purposes of this Study, for arterial and collector streets, we assume that solid waste collection vehicles collecting garbage for landfill disposal pass over each street two times per day (once in each direction), while solid waste collection vehicles for organics and recycling pass over each street once per day (one half in each direction). Total passes for organics and recycling collection vehicles are less because it is generally the case that service levels for garbage are at least twice those of the corresponding organics or recycling service level. As with the number of passes on residential streets, this value does not account for the fact that some streets are driven on during non-route days so that

collection vehicles can access streets on a given route, meaning that the actual average passes per week in the City must be higher than stated above. Using the lower passes per week is conservative in that it returns a lower result for the pavement impacts from the Contractor's solid waste vehicles.

The number of passes per day for the remaining vehicle types – automobiles and other trucks – are simply calculated as a function of the total number of daily passes, the total number of those that are trucks (based on the percentages discussed in the prior section), and the number of passes for solid waste collection vehicles. For example, for the City's residential streets, given the assumed 582 passes per day and 5% (29) of those being trucks, there are 553 automobile passes per day ($582 \times 95\%$). With three types of solid waste collection vehicles each passing 0.286 times per day (as described above), the total passes per day are 0.857 (3×0.286). The number of passes for all other trucks is 28.243 (29 minus 0.857). **Table 7**, below, provides a summary of vehicle passes per day by street type.

Table 7: Vehicle Passes Per Day by Vehicle Type and Street Type

Vehicle Type	Residential Streets	Arterial and Collector Streets
Automobiles (Passenger Cars)	552.900	12,726.509
Average of All Other Trucks	28.243	2,242.997
Solid Waste Vehicle (Garbage)	0.286	1.429
Solid Waste Vehicle (Organics)	0.286	0.714
Solid Waste Vehicle (Recycling)	0.286	0.714
Total	582	14,972

Percentage of Streets by Type

A final variable that needs to be addressed is the percentage of streets by type. This information is included in the City's PMSU, including the relative area by street type, as shown in Table 8, below.

Table 8: Percentage of Streets by Type

Street Type	Area (Square Feet)	Percentage of Area
Residential	6,511,401	63.3%
Arterial	2,113,863	20.5%
Collector	1,665,413	16.2%
Total	10,290,677	100%

Analysis

Percentage Impact for Solid Waste Vehicles by Street Type

With the variables for ESAL by vehicle type, the multiplication factor for the relative impacts of speed for solid waste collection vehicles on residential streets, and the number of passes by vehicle type established, we then calculate the relative percentage impact associated with each vehicle type. This is calculated as a function of ESAL multiplied by speed factor (residential streets only) multiplied by the number of weekly passes, multiplied by ESAL, with the product being the total vehicle loading pavement impact by vehicle type per week.

Totaling the weekly total vehicle loading by vehicle types yields the total estimated loading experienced by each street type (residential vs. arterial and collector). From there, we calculate the percentage contribution to total vehicle loading for solid waste collection vehicles, which is the total weekly ESAL loading associated with solid waste collection vehicles divided by the total ESAL loading for the street. Table 9, below, and Table 10, on the following page, show these calculations and the results.

Table 9: Calculation of Solid Waste Pavement Impacts – Residential Streets

	A	B	C	D	E	F
Vehicle Type	Average ESAL / Vehicle (Per Table 5)	Relative Impact from Speed	Passes / Day / Vehicle Type (Per Table 7)	Passes / Week / Vehicle Type (C x 7)	Total Weekly ESAL Loading (A x B x D)	Percent of Total ESAL Loading (E / 17.48)
Automobiles	0.0008	1x	552.900	3,870	3.10	17.72%
All Other Trucks	0.0171	1x	28.243	198	3.38	19.34%
Garbage Vehicles	1.0000	2x	0.286	2	4.00	22.89%
Organic Material Vehicles	1.0000	2x	0.286	2	4.00	22.89%
Recycling Vehicles	0.7500	2x	0.286	2	3.00	17.17%
Total			582	4,074	17.48	100%

As shown in Table 9, for the City's residential streets we calculated the percentage impacts for solid waste vehicles to be 62.94% of total impacts to residential street pavement (22.89% times 2 plus 17.17%).

Table 10: Calculation of Solid Waste Vehicle Impacts – Arterial and Collector Streets

	A	B	C	E	F
Vehicle Type	Average ESAL / Vehicle (Per Table 5)	Passes / Day / Vehicle Type (Per Table 7)	Passes / Week / Vehicle Type (B x 7)	Total Weekly ESAL Loading (A x C)	Percent of Total ESAL Loading (E / 358.51)
Automobiles	0.0008	12,726.509	89,086	71.27	19.88%
All Other Trucks	0.0171	2,242.997	15,701	268.49	74.89%
Garbage Vehicles	1.0000	1.429	10	10.00	2.79%
Organic Material Vehicles	1.0000	0.714	5	5.00	1.39%
Recycling Vehicles	0.7500	0.714	5	3.75	1.05%
Total		14,972	104,807	358.51	100%

For the City's arterial and collector streets, Table 10 calculates the percentage impact from solid waste vehicles to be 5.23% of the total impacts (2.79% plus 1.39% plus 1.05%).

Sources of Pavement Impacts

The City's projected pavement maintenance repair needs are assumed to include impacts to pavement caused by vehicles and utility cuts. This Study assumes that the impacts of utility cuts on the City's streets to be 10% of all pavement repair, maintenance, and rehabilitation needs. Thus, this Study allocates 90% of the average annual pavement repair, maintenance, and rehabilitation needs to vehicle impacts.

The 10% assumption for the value of impacts related to utility cuts is, in part, based on experience working in local government street maintenance operations, wherein pavement repair and rehabilitation needs for utility cuts were a fraction of overall pavement repair and rehabilitation needs. The 10% assumption is further informed by the Federal Highway Administration's Manual for Controlling and Reducing the Frequency of Pavement Utility Cuts⁸ which references a case study from the District of Columbia in 1996 wherein "the combined area of the utility cuts in the District was over one percent of the total pavement surface area." This Study further considers that the costs to repair and rehabilitate pavement that has been impacted by utility cuts is approximately double the costs to repair and rehabilitate pavement without utility cuts.⁹ Taken together, the 10% assumption for the pavement repair and rehabilitation amount associated with utility cuts used in this Study contemplates up to 5% of pavement service area being affected by utility cuts (nearly five times the area cited in the Federal Highway Administration Manual) at double the repair and rehabilitation costs for pavement not affected by

⁸ <https://www.fhwa.dot.gov/utilities/utilitycuts/man01.cfm>

⁹ Analysis of the Impact of Utility Cuts on Rehabilitation Costs in Santa Cruz County, CA; November 2002; Shahin & Associates Pavement Engineering.

utility cuts. The results of the 10% assumption for the impacts of utility cuts is demonstrated in **Table 11**, below.¹⁰

Table 11: Average Annual Pavement Impacts from Vehicles

Category	Amount of Impacts from All Sources	Reduction for Utility Cuts	Amount of Impacts from Vehicles
Average Annualized Repair	\$861,589	-10%	\$775,430
Average Annualized Deferred Maintenance	\$3,672,286	-10%	\$3,305,057
Total	\$4,533,875	-10%	\$4,080,488

Table 12, below, shows the breakdown of the average annual pavement impacts from all vehicles by street type, using the total from Table 11.

Table 12: Total Pavement Impacts from Vehicles by Street Type

Variable	Residential	Arterial and Collector	Total
Percentage of Streets by Type (From Table 8)	63.3%	36.7%	100%
Total	\$2,581,919	\$1,498,569	\$4,080,488

Total Annual Pavement Impacts

Calculating the total annual Pavement Impacts using the variables, estimates, and assumptions from the prior section is a function of multiplication, as shown in **Table 13**, on the following page.

¹⁰ R3 is aware of a Study conducted by another consultant that found a higher percentage for the impacts of trench cutting (i.e., 25%). R3 has not had opportunity to review that study or the basis its conclusion. However, if this Study were to have used a 25% factor for the impacts of trench cutting, rather than 10%, the result would not change our ultimate findings. This is because using a 25% factor rather than a 10% factor would result in a reduction in the value of the total pavement impacts from Contractor's vehicles shown in Table 13 by \$678,234.

Table 13: Calculation of Total Pavement Impacts from Contractor's Vehicles

Variables	Residential	Arterial and Collector	Grand Total
Annual Pavement Impacts from Vehicles (From Table 12)	\$2,581,919	\$1,498,569	
Percentage Impacts from Contractor's Vehicles (From Tables 9 and 10)	62.94%	5.23%	
Total	\$1,625,065	\$78,376	\$1,703,440

3. FINDINGS & CONCLUSIONS

Franchise Fee

- » The FY 2022-23 Franchise Fee paid to the City was \$407,921 and the FY 2023-24 amount was \$432,818.
- » R3 calculated estimates of the City's Costs and Property Use Charges based on actual and estimated cost information provided by the City, and with conservative assumptions for estimated values. The sum of FY 2023-24 annual City's Costs (\$574,529) and Property Use Charges (\$441,521) calculated in this Study is \$1,016,050.
- » Where assumptions were necessary to complete the analysis in this Study, attempts were made to apply conservative assumptions given a range of possible inputs.
- » The City's Costs have been reviewed and confirmed by City staff as being representative of the actual time and costs incurred for these activities. Amounts of Property Use Charges are proportionately allocated to the Contractor with due recognition of the realities of the Contractor's operations.
- » The amounts calculated in this Study are \$521,152 (51%) higher than the projected FY 2023-24 Franchise Fee payments.
- » The Franchise Fee therefore is not more than necessary to cover the City's costs incurred in managing and administering the Agreement and the sanitation system plus the value of the Contractor's use of the public right-of-way.
- » R3 also calculated estimates for SB 1383/AB 939 related program compliance costs of \$73,486. The AB 939 Fess paid to the City were \$62,080 in FY 2023-24.
- » The AB 939 Fee therefore is not more than necessary to cover the City's costs incurred in complying with AB 939.
- » R3 also calculated estimates of the Pavement Impacts from Contractor's solid waste collection vehicles based on quantifiable impacts from such vehicles. The amount of annual Pavement Impacts calculated in this Study is \$1,703,440.

4. RECOMMENDATIONS

Annual Adjustments

All values calculated in this Study are in current FY 2023-24 dollars. Given that the City's Costs, Property Use Charges, and Pavement Impacts will all tend to change over time in response to changing staffing, benefits, and other costs, it would be appropriate for the City to implement an annual adjustment to the Franchise Fee.

R3 recommends the City consider including an automatic annual adjustment that would change the fee in proportion to the percentage change in the Consumer Price Index (CPI).

Sources and Uses Accounting

Currently, the City's Costs, Property Use Charges, and Pavement Impacts are not tied to Franchise Fee revenues in the City's accounting system. The City could implement project code accounting and/or enterprise fund accounting for the Franchise Fee to better track source revenues and their uses. In either case, allocated and/or direct staffing and other costs could be tied to source revenues, while the Property Use Charges could be transferred out for general use.

R3 recommends the City consider implementing sources and uses accounting practices for Franchise Fee revenues, City's Costs, Property Use Charges, and Pavement Impacts.

Periodic Recalculation

Over time, the City's Costs associated with the Agreement and the sanitation system, the value of Property Use Charges for use of the public right-of-way, and the annualized costs associated with Pavement Impacts from the Contractor's solid waste collection vehicles may change in ways that vary from the annual change in the CPI. Additionally, changes in City policies, programs, procedures, organization, geopolitical boundaries, laws, regulations, court rulings, and/or other factors may also trigger a need for recalculating fees.

R3 recommends the City consider updating this Study periodically (e.g., every five years) or more frequently if needed to recalculate fees in response to other factors.

Vehicle Impact Fees

As described in this Study, solid waste collection vehicles account for up to \$1,703,440 of annual damage to the City's street system. Should the City elect to implement a new Vehicle Impact Fee, we would recommend that the amount be considerably less than the amount calculated in the Study to be conservative given the unsettled legal landscape.

1
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3
4
5 **DRAFT SOLID WASTE FRANCHISE AGREEMENT**

6
7 **Executed Between the**
8 **City of Pinole**

9 **and**

10 **Richmond Sanitary Service, Inc., dba as Republic**
11 **Services**

12
13 **This ____ day of _____ 2025**
14

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Solid Waste Franchise Agreement

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83		

84 This Solid Waste Franchise Agreement ("Agreement") is hereby entered into by and between the
85 City of Pinole, a general law city existing under the laws of the State of California ("City"), and Richmond
86 Sanitary Service, Inc., a California municipal corporation ("RSS", or "Contractor"), a wholly owned
87 subsidiary of Republic Services, Inc., a Delaware corporation, collectively the "Parties." as of _____, 2025,
88 under the terms and conditions set forth herein.

RECITALS

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for garbage collection within their jurisdiction.

The State of California has found and declared that the amount of garbage generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible garbage reduction, re-use, recycling, and composting options to reduce the amount of garbage that must be disposed of in disposal sites.

Pursuant to its Municipal Code and California Public Resources Code Section 40059(a) as may be amended from time to time, City has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of garbage, recyclable materials, and organic waste materials, except for collection of materials excluded in City's Municipal Code, and other services related to meeting the Act's fifty percent (50%) diversion goal and other requirements of the Act.

City further declares its intent to regulate and set the maximum rates. Contractor may charge Service Recipients for the collection of garbage, recyclable materials, and organic waste materials.

The City Council has determined that Contractor, by demonstrated experience, reputation, and capacity, is qualified to provide for the collection of garbage, recyclable materials, and organic waste materials within the corporate limits of City and the transportation of such material to appropriate places for processing, recycling, composting, and/or disposal; and City Council desires that Contractor be engaged to perform such collection services on the basis set forth in this Agreement; and Contractor has represented that it has the ability and capacity to provide for the collection of garbage, recyclable materials, and organic waste materials within the corporate limits of City and the transportation of such material to appropriate places for processing, recycling, composting, and/or disposal.

By Resolution No. [REDACTED], the City Council of City duly approved this Agreement, together with the Franchise Fee, Contractor payments to City, and other City-imposed fees provided for in the Agreement (collectively "City-Imposed Fees"), and found and determined that such City-Imposed Fees were both necessary and reasonably reflect, or are less than, the actual costs City that will incur in the administration of the contracted services, compliance with mandatory State laws and regulations related to the contracted services, and to mitigate the impacts contracted services will have on City streets.

OPERATIVE PROVISIONS

Now, therefore, in consideration of the mutual covenants, agreements, and consideration contained in this Agreement, City and Contractor agree as follows:

Article 1. Definitions

For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article will be as defined in the Integrated Waste Management Act, or if not defined therein, then as commonly understood in the Solid Waste Collection industry when the common understanding is uncertain.

1.01 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings of 5 units or more, to arrange for Recycling services and require jurisdictions to implement a commercial Solid Waste Recycling program.

1.02 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved October 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle Organic Waste under AB 1826 ("MORE") or SB 1383 and that provide customers access to the business, to provide customers with a Recyclable Materials bin and/or Organic Waste Collection bin for those waste streams that is visible, easily accessible, and adjacent to each Bin or Container for trash.

1.03 AB 939. "AB 939" or "The Act" means "The California Integrated Waste Management Act of 1989", codified in part in Public Resources Code §§ 40000 et seq., and such regulations adopted by California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), and the Mandatory Commercial Organics Recycling Act (AB 1826).

1.04 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594, approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute Diversion through Recycling and would be considered Disposal.

1.05 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826, approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an Organic Waste Recycling program to Divert from the landfill Organic Waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in from April 1, 2016, to January 1, 2020, is required to arrange for Organic Waste Recycling services.

1.06 AB 3036. "AB 3036" means State of California Assembly Bill No. 3036, approved September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting

160 the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract,
161 license, or permit.

162 1.07 Administrative Charges and Penalties. "Administrative Charges and Penalties" means
163 those charges listed in Exhibit 4 to this Agreement.

164 1.08 Agreement. "Agreement" means the written Solid Waste Franchise Agreement between
165 the City and the Contractor covering the work to be performed, as well as all contract documents attached to
166 the agreement and made a part thereof.

167 1.09 Agreement Administrator. "Agreement Administrator" means the City Manager, or his or
168 her designee, designated to administer and monitor the provisions of the Agreement.

169 1.10 Agreement Year. "Agreement Year" means each twelve (12) month period from July 1 to
170 June 30 during the Term of this Agreement.

171 1.11 Alternative Fuel Vehicle. "Alternative Fuel Vehicle" means a vehicle whose engine uses a
172 fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably
173 low emissions of air pollutants regulated under the California Clean Air Act, Health, and Safety Code Section
174 39000 et seq. or the South Coast Air Quality Management District's rules and regulations including Rule 1193.

175 1.12 Applicable Law. "Applicable Law" shall mean all Federal, State, county, and local laws,
176 regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental
177 agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as
178 may be enacted, issued, or amended thereafter, including, without limitation, the City's Municipal Code, the
179 California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) as
180 amended as of the Effective Date, inclusive (without exclusion to other amendments not referenced here) of
181 AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all regulations implementing the same.

182 1.13 Bin. "Bin" means a metal or plastic waste Container designed or intended to be
183 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
184 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are
185 set forth in Exhibit 3.

186 1.14 Biohazardous or Biomedical Waste. "Biohazardous or Biomedical Waste" means any
187 waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included
188 are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes,
189 which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological
190 specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

191 1.15 Bulky Waste. "Bulky Waste" means furniture, household appliances, automobile tires,
192 shipping crates and containers, carpets, mattresses, oversized yard waste such as tree trunks and large
193 branches if no larger than two feet in diameter and four feet in length, and similar large bulky or heavy items
194 not normally discarded on a regular basis at a residential, commercial, or business establishment and which
195 do not fit in a regular Collection Container and require special handling due to their size but can be Collected

196 and transported without the assistance of special loading equipment (such as forklifts or cranes) and without
197 violating vehicle load limits. "Bulky Items" do not include Construction and Demolition Debris or Electronic
198 Waste, the latter of which is regarded as Universal Waste and the Disposal of which is governed by the
199 Department of Toxic Substances Control.

200 1.16 Business Day. "Business Day" means any Monday through Friday, excluding any holidays
201 as defined in Section 1.56.

202 1.17 Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to
203 December 31.

204 1.18 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)
205 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by
206 the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for
207 Collection, accumulation, and removal of Solid Waste from commercial, industrial, or residential Premises in
208 connection with Exclusive Franchised Solid Waste Collection. The specifications for Contractor-provided
209 Carts are set forth in Exhibit 3.

210 1.19 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation
211 and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
212 promulgated thereunder.

213 1.20 Change in Law. "Change in Law" means the occurrence of any of the following events after
214 the Effective Date, when such event has a material and adverse effect on the Parties' responsive obligations
215 or the performance of their respective obligations under this Agreement (except for any payment obligations):
216 (i) the enactment, adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative
217 interpretation of any Applicable Law; (ii) the issuance of any order or judgment of any Federal, State, or local
218 court or agency in a proceeding to which a Party is a party, but not to the extent such order or judgment finds
219 the Party asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii)
220 the denial, suspension, or termination of any government permit or other entitlement, but not to the extent
221 such denial, suspension, or termination is the result of any act or omission of the Party asserting there to
222 have been a Change in Law.

223 1.21 City. "City" means the City of Pinole, California, including any unincorporated areas of the
224 County that may be annexed by the City during the Initial Term and all extensions.

225 1.22 City Collection Service. "City Collection Service" means City Clean-up Services, City
226 Garbage Collection Service, Bulky Waste Collection Services, City Organic Waste Collection Service, City
227 Recyclable Materials Service, and City-Sponsored Events Services as more particularly described
228 immediately below.

229 A. City Clean-up Services. On-call City requested Collection from Agreement
230 Administrator to support City services and operations.

231 B. City Garbage Collection Service. The Collection of Garbage, by Contractor, from
232 City Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

233 C. City Bulky Waste Collection Service. The periodic on-call Collection of Bulky Waste,
234 by Contractor, from City Service Units in the Service Area, and the delivery of that Bulky Waste to the
235 Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the terms
236 of this Agreement.

237 D. City Organic Waste Collection Service. The Collection of Organic Waste, by
238 Contractor, from City Service Units in the Service Area, and the delivery of those Organic Waste materials
239 to the Organic Waste Processing Facility.

240 E. City Recyclable Materials Service. The Collection of Recyclables Materials by the
241 Contractor from City Service Units in the Service Area, and the delivery of those Recyclable Materials to the
242 Materials Recovery Facility.

243 F. City-Sponsored Event Services. On-call Collection Services at City-Sponsored
244 Events.

245 1.23 City Facility. "City Facility(ies)" means any building or other site that the City owns, leases,
246 or occupies that are listed in Exhibit 2.

247 1.24 City Manager. "City Manager" means the City Manager of the City of Pinole, or his or her
248 designated representative, or any employee of the City who succeeds to the duties and responsibilities of the
249 City Manager.

250 1.25 Collect and Collection and Collected. "Collect", "Collection", and "Collected" all refer to the
251 removal of Solid Waste from a Service Unit and transportation to the Disposal Facility, Organic Waste
252 Processing Facility, Materials Recovery Facility, or Transfer Station, as appropriate.

253 1.26 Collection Container. "Collection Container" means a Bin, Cart, Debris Box or Roll-Off
254 Container that is approved by the Agreement Administrator for use by Service Recipients for Collection
255 Services under this Agreement.

256 1.27 Collection Services. "Collection Services" means Contractor's obligations under this
257 Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection
258 Service, Multi-Family Dwelling (MFD) Collection Service, Commercial Collection Service, and City Collection
259 Service.

260 1.28 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required
261 licenses to provide Collection Service and that has been approved by the Agreement Administrator for use
262 under this Agreement.

263 1.29 Commencement Date. "Commencement Date" shall mean July 1, 2025, as specified in
264 Section 2.01 of this Agreement.

265 1.30 Commercial Collection Service. "Commercial Collection Services" means Collection
266 Service provided to Commercial Service Units. Commercial Collection Service specifically includes the
267 following:

268 A. Commercial Garbage Collection Service. The Collection of Garbage by Contractor
269 from Commercial Service Units in the Service Area, and the delivery of that Garbage to the Disposal
270 Facility.

271 B. Commercial Organic Waste Collection Service. The Collection of Organic Waste,
272 by Contractor, from Commercial Service Units in the Service Area and the delivery of those Organic Waste
273 materials to the Organic Waste Processing Facility.

274 C. Commercial Recyclable Materials Collection Service. The Collection of Recyclable
275 Materials, by Contractor, from Commercial Service Units in the Service Area, and the delivery of those
276 Recyclable Materials to the Materials Recovery Facility.

277 1.31 Compactor. "Compactor" means any Collection Container which has a compaction
278 mechanism, whether stationary or mobile.

279 1.32 Compost. "Compost" means the act or product of the controlled biological decomposition
280 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also
281 include the product of anaerobic digestion or other conversion technologies.

282 1.33 Construction and Demolition Debris. "Construction and Demolition Debris" means
283 discarded materials removed from Premises, resulting from construction, renovation, remodeling, repair,
284 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or
285 from landscaping. Such materials include, but are not limited to: "inert wastes" as defined in Public Resources
286 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster;
287 gypsum wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants
288 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and
289 packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition operations
290 on pavements, houses, commercial buildings, and other structures.

291 1.34 Consumer Price Index (CPI). "CPI" means both the index sets published by the United
292 States Department of Labor, Bureau of Labor Statistics and, more specifically, Consumer Price Index series
293 CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban
294 consumers, seasonally adjusted.

295 1.35 Container. "Container" means a Collection Container.

296 1.36 Contaminant. "Contaminant" means any material or substance placed into or found in a
297 Collection Container, other than the type of Source Separated material for which that Collection Container is
298 intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into
299 or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
300 Contaminant if placed into or found in an Organic Waste Collection Container.

301 1.37 Contractor. "Contractor" means Republic Services, which has entered into this Agreement.

302 1.38 County. "County" means Contra Costa County, California.

303 1.39 Customer. "Customer" means the owner, occupant, or user of Premises at which Solid
304 Waste is generated and then Collected by Contractor. Customers include Residential Customers, MFD
305 Customers, and Commercial Customers. City is also a receiver of Collection Services, but not a Customer.

306 1.40 Dispose or Disposal. "Disposal" or "Dispose" means the final disposition of Solid Waste at
307 a permitted landfill or other permitted Solid Waste Disposal facility, as defined in California Public Resources
308 Code Section 40192(b).

309 1.41 Disposal Facility. "Disposal Facility" means the permitted place or places listed in Exhibit 7
310 for the Disposal of Garbage or other materials as appropriate and acceptable.

311 1.42 Diversion or Divert. "Diversion" and "Divert" refer to the programs and activities that reduce
312 or eliminate the Disposal of Solid Waste in landfills, which can include source reduction, reuse, salvage,
313 Recyclable Materials, and Composting.

314 1.43 Diversion Compliance. "Diversion Compliance" means compliance with Diversion
315 requirements under the Act and applicable CalRecycle regulations. Should there be a Change in Law for
316 Diversion Compliance, Contractor may request a rate adjustment pursuant to Section 30.02.

317 1.44 Dwelling Unit. "Dwelling Unit" means a building or part of a building designed for residential
318 use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for
319 cooking and sleeping.

320 1.45 Edible Food. "Edible Food" has the same meaning as found in Section 5-2.01 of the Pinole
321 Municipal Code. Edible Food means food intended for human consumption. For purposes of this Agreement,
322 Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or
323 authorizes the recovery of food that does not meet the food safety requirements of the California Retail Food
324 Code.

325 1.46 Edible Food Recovery. "Edible Food Recovery" means the actions to Collect and distribute
326 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
327 to waste, such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
328 facilities.

329 1.47 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement
330 is signed by the duly authorized representatives and the parties and delivered by the last of the parties to sign
331 and deliver.

332 1.48 Electronic Waste (E-Waste). "E-Waste" means electronic equipment such as stereos,
333 televisions, computers, and other similar items Collected from Single-Family Dwelling (SFD) Service Units or
334 MFD Service Units.

335 1.49 Exempt Waste. "Exempt Waste" consists of Biohazardous or Biomedical Waste,
336 Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion
337 engines, lead-acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory
338 Commission.

339 1.50 Food Waste. "Food Waste" means (1) food scraps, including all edible or inedible food
340 such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta,
341 bread, cheese, coffee grounds, and eggshells; and (2) food-soiled paper, which is compostable paper
342 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,
343 paper coffee cups, napkins, and pizza boxes. Food Waste excludes fats, oils, and grease when such materials
344 are Source Separated from other Food Waste.

345 1.51 Franchise Fee. "Franchise Fee" means a payment that the Contractor has voluntarily
346 agreed to pay to City in consideration of the exclusive rights granted by the City under this Agreement. City
347 and Contractor acknowledge and agree that the amount of the Franchise Fee is the result of bona fide, arms-
348 length negotiations between City and Contractor. Contractor further acknowledges and agrees that the
349 amount of the Franchise Fee represents the City's costs associated with this Agreement, payment for use of
350 government property and the repairing of impacts of solid waste collection service on government property.
351 Contractor is not required by this Agreement or any City ordinance, resolution, or regulation to charge the
352 Franchise Fee to Customers, but is a cost of doing business. Because the Franchise Fee represents a cost
353 to Contractor in performing services pursuant to this Agreement, Contractor may, in its sole discretion, include
354 an amount equal to the Franchise Fee in Contractor's compensation.

355 1.52 Garbage. "Garbage" means all putrescible and non-putrescible solid, semi-solid, and
356 associated liquid waste generated or accumulated through the normal activities of a Premises. Garbage does
357 not include Recyclable Materials, Organic Waste, or Bulky Waste that is source-separated and set out for
358 purposes of Collection and Recycling.

359 1.53 Green Waste. "Green Waste" means grass clippings, leaves, landscape and pruning
360 waste, wood materials from trees and shrubs, and other forms of organic materials generated from
361 landscapes or gardens.

362 1.54 Gross Revenue. "Gross Revenue" means all monetary amounts actually Collected or
363 received by Contractor for the provision of all services pursuant to this Agreement, including, but not limited
364 to: all receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees, or
365 any other cost of doing business. "Gross Revenue", for purposes of this Agreement, does not include
366 revenues generated from the sale of Recyclable Material, Compost, or energy; or grants, cash awards, State
367 of California Department of Conservation payments, or rebates resulting from the performance of this
368 Agreement.

369 1.55 Hazardous Waste. "Hazardous Waste" shall have the meaning set forth in California Code
370 of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations
371 as may be amended from time to time.

372 1.56 Holiday. "Holiday" means New Year's Day, President's Day, Memorial Day, Independence
373 Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day recognized by
374 resolution of the City Council as a day on which waste Collection Service will not be provided until the following
375 day, excluding Sunday.

376 1.57 Home Compost Bin. "Home Compost Bin" means a portable durable Container purchased
377 by the Contractor and stored and distributed by the Contractor to SFD or MFD Service Recipients, as
378 requested, for use by those Service Recipients to Compost Organic Waste at their Premises.

379 1.58 Household Hazardous Waste (HHW). "HHW" means that waste resulting from products
380 purchased by the general public for household use which, because of its quantity, concentration, or physical,
381 chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or
382 the environment when improperly treated, Disposed, or otherwise managed, or, in combination with other
383 Solid Waste, may be infectious, explosive, poisonous, caustic, or toxic, or exhibit any of the characteristics of
384 ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5,
385 Chapter 11, Section 66261.3.

386 1.59 Joint Exercise of Powers Agreement (JEPA). "Joint Exercise of Powers Agreement" means
387 the joint exercise of powers agreement creating the Authority by and among the cities of El Cerrito, Pinole,
388 Pinole, Richmond, and San Pablo, including any subsequent amendments thereto.

389 1.60 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a plastic receptacle with a
390 rated capacity not exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD
391 Service Unit for temporary storage of SFD Organic Waste that is approved for such purpose by City.

392 1.61 Materials Recovery Facility. "Materials Recovery Facility" means the facility listed in Exhibit
393 7 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

394 1.62 Maximum Rate. "Maximum Rate" means the maximum amount that Contractor may charge
395 Service Recipients for Solid Waste Collection, as listed in Exhibit 1, and as may be adjusted in accordance
396 with the provisions of this Agreement. The Maximum Rate does not include any Post-Collection Rate that
397 may exist for Service Recipients for any post-collection services, including such services as may be provided
398 under one or more post-collection agreements.

399 1.63 "Multi-Family Dwelling" and "MFD" shall mean any building or structure, or portion thereof,
400 including but not limited to Mobile Home Parks, used for residential purposes, and having five (5) or greater
401 distinct living units.

402 1.64 Multi-Family Dwelling (MFD) Collection Service. "MFD Collection Service" means
403 Collection Service that serves a Multi-Family Dwelling, and specifically includes the following:

404 A. MFD Garbage Collection Service. The Collection of Garbage, by Contractor, from
405 MFD Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

406 B. MFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
407 Waste, by Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Waste to

408 the Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the
409 terms of this Agreement. MFD Bulky Waste Collection Service may include the Collection of Bulky Waste
410 using Roll-Off Containers.

411 C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by
412 Contractor, from MFD Service Units in the Service Area, and the delivery of those Organic Waste materials
413 to the Organic Waste Processing Facility.

414 D. MFD Recyclable Materials Service. The Collection of Recyclables Materials by the
415 Contractor from MFD Service Units in the Service Area, and the delivery of those Recyclable Materials to
416 the Materials Recovery Facility.

417 1.65 Municipal Code. "Municipal Code" means the City of Pinole Municipal Code.

418 1.66 Non-Collection Notice. "Non-Collection Notice" means a written notice approved by the
419 Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste
420 set out for Collection.

421 1.67 Organic Waste. "Organic Waste" has the same meaning as set forth in Section 8.10.020
422 of the Pinole Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper
423 waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not accepted
424 in the City's Organic Materials Collection program unless otherwise determined mutually by City and
425 Contractor. Paper products and printing and writing paper, each as defined in SB 1383, may be placed in
426 either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as
427 compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic
428 Waste Container.

429 1.68 Organic Waste Collection Service. "Organic Waste Collection Service" means the
430 Collection of Organic Waste from Service Units, and the delivery of those Organic Waste materials to the
431 Organic Waste Processing Facility.

432 1.69 Organic Waste Processing Facility. "Organic Waste Processing Facility" means the facility
433 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
434 Waste, and Organic Waste listed in Exhibit 7.

435 1.70 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of
436 a Container or in any manner that either prevents the Container lid from completely closing or potentially
437 causes Solid Waste to spill during Collection by Contractor's vehicles.

438 1.71 Post-Collection Rate. "Post-collection rate" means the amount that Service Recipients may
439 be charged independently of this Collection Agreement for post collection services, including under a post-
440 collection agreement, such as the West Contra Costa County Integrated Waste Management Authority Post-
441 Collection Agreement, which is governed by the West Contra Costa County Integrated Waste Management
442 Authority.

443 1.72 Premises. "Premises" means any land or building in the City where waste is generated or
444 accumulated.

445 1.73 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of
446 the following, but does not include Organic Waste specifically allowed for Collection in a Container that is
447 required to be transported to a high Diversion Organic Waste processing facility if the waste is specifically
448 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
449 14 CCR Section 18984.1, 18984.2, or 18984.3: (A) Non-Organic Waste placed in a Collection Container
450 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes
451 that are carpet, hazardous Wood Waste, or non-compostable paper placed in the Collection Container that
452 is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C)
453 Organic Wastes placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section
454 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic
455 Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for
456 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were
457 specifically identified in this Agreement, or through local ordinance for Collection in the Container designated
458 for Organic Waste, or mutually agreed to and promulgated by the City and Contractor. Paper products,
459 printing and writing paper, wood, and dry lumber may be considered acceptable and not considered
460 Prohibited Container Contaminants if they are placed in Collection Container designated for Recyclable
461 Materials; and (E) Exempt Waste placed in any Collection Container.

462 1.74 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is
463 January through March. The second Quarter is April through June. The third Quarter is July through
464 September. The fourth Quarter is October through December.

465 1.75 Rate Year. "Rate Year" means the period of July 1 to June 30 for each year during the
466 Term of this Agreement.

467 1.76 Recyclable Materials. "Recyclable Materials" means those materials that are separated
468 from Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable
469 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit 10, and the term also
470 includes any other items determined by the Agreement Administrator.

471 1.77 Recycling. "Recycling" means the process of Collecting, sorting, cleansing, treating, and/or
472 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic
473 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
474 standards necessary to be used in the marketplace. The Collection, transportation, or Disposal of Solid Waste
475 not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined
476 in Public Resources Code Section 40201. Paper products and printing and writing paper, each as defined in
477 SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet
478 and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials
479 Container or the Organic Waste Container.

480 1.78 Residential Collection Service. “Residential Collection Service” means ongoing regularly
481 scheduled Collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD
482 Service Units, and the delivery of that Solid Waste to the Disposal Facility, Materials Recovery Facility, and/or
483 Organic Waste Processing Facility.

484 1.79 Residential Premises. “Residential Premises” means: (i) any building or structure, or
485 portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units; and
486 (ii) any multiple-unit residential complex which, with the prior written approval of the City Manager, receives
487 Solid Waste Collection using standard residential Containers.

488 1.80 Roll-Off Container. “Roll-Off Container” means a large, open-top rectangular metal
489 Container used to store and transport Solid Waste, Recyclable Materials, Green Waste, Construction and
490 Demolition Debris, or other materials, with a capacity of ten (10) or more cubic yards that is normally loaded
491 onto a specialized Collection vehicle and transported to the appropriate facility.

492 1.81 SB 1383. “SB 1383” means State of California Senate Bill 1383, Short-lived Climate
493 Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the
494 law, Title 14, Code of California Regulations (CCR), Chapter 12.

495 1.82 SB 54. “SB 54” means State of California Senate Bill 54, Plastic Pollution Prevention and
496 Packaging Producer Responsibility Act, approved June 30, 2022, when adopted, adding Chapter 3 within
497 Part 3 of Division 30 of the California Public Resources Code.

498 1.83 Self-Haul. “Self-Haul” means the Collection of Solid Waste by the resident, owner, or
499 occupant of the Premises on which the Solid Waste was generated, and in compliance with the requirements
500 of the Municipal Code.

501 1.84 Service Area. “Service Area” means that area within the city limits of the City of Pinole
502 designated by City as the Service Area.

503 1.85 Service Recipient. “Service Recipient” means an individual or entity receiving Collection
504 Service. Service Recipient and Customer are used interchangeably depending on context.

505 1.86 Service Unit. “Service Unit” means a single subscriber to Contractor’s Solid Waste
506 Collection. Service Unit specifically includes the following:

507 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s)
508 for the accumulation and set-out of Solid Waste. City Service Units are the properties set forth in Exhibit 2
509 and may be modified by written notice to Contractor by the City.

510 B. Commercial Service Unit. All retail, professional, wholesale, and industrial
511 facilities, as well as other commercial enterprises offering goods or services to the public, that utilize a
512 Garbage Bin, Cart, Compactor, or Roll-Off Container for the accumulation and set-out of Commercial
513 Solid Waste.

C. Multi-Family Dwelling (MFD) Service Unit. A MFD Service Unit refers to any Multi-Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste originating from MFD Residential Premises.

1.87 Single-Family Dwelling (SFD) Service Unit. "Single-Family Dwelling" and "SFD" shall mean any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for residential purposes, and having four (4) or fewer distinct living units. A SFD Service Unit refers to any Single-Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste originating from SFD Residential Premises. The term SFD Service Unit is inclusive of all SFD Dwelling Units regardless of how many SFD Dwelling Units sit on a single parcel; though multiple Dwelling Units may exist on one parcel, to the extent that one SFD Dwelling has four (4) or fewer distinct living units, it shall be treated as a SFD Service Unit.

1.88 SFD Collection Service. "SFD Collection Service" means SFD Garbage Collection Service, SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection Service.

A. SFD Garbage Collection Service. The Collection of Garbage, by Contractor, from SFD Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

B. SFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky Waste, by Contractor, from SFD Service Units in the Service Area, and the delivery of those Bulky Waste to the Disposal Facility, Materials Recovery Facility, or other such facility as may be appropriate under the terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Bulky Waste using Roll-Off Containers.

C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, for SFD Service Units in the Service Area, and the delivery of those Organic Waste Materials to the Organic Waste Processing Facility.

D. SFD Recyclable Materials Service. The Collection of Recyclable Materials, including dry-cell household batteries when set out by the Service Recipient in heavy duty plastic bags and placed on the Recyclable Materials Cart, by the Contractor from SFD Service Units in the Service Area the delivery of those Recyclable Materials to the Materials Recovery Facility.

1.89 Single-Family Dwelling or SFD. "Single-Family Dwelling" or "SFD" means any residential Premises with four (4) or fewer single attached Dwelling Units, each designed for use by one bona fide housekeeping group.

1.90 Sludge. "Sludge" means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, as well as mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.

550 1.91 Solid Waste. “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and
551 liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and
552 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,
553 dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, vegetable or animal
554 solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
555 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
556 Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health
557 and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the Health and Safety
558 Code Section 117600 et seq.

559 1.92 Solid Waste Collection. “Solid Waste Collection” means the Collection of Garbage,
560 Recyclable Materials, and Organic Waste within the corporate limits of City, and the transportation of such
561 material to appropriate places for processing, Recycling, Composting, and/or Disposal.

562 1.93 Source Separated. “Source Separated” means materials that have been kept separate in
563 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order
564 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted
565 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined
566 in 14 CCR Section 17402.5(b)(4).

567 1.94 Source Reduction and Recycling Element (SRRE). “SRRE” means a formal planning
568 document that demonstrates how the City will comply with the Act’s Diversion goals.

569 1.95 Term. “Term” means the time period or duration for which the Agreement is in effect.

570 1.96 Tier One Commercial Edible Food Generator. “Tier One Commercial Edible Food
571 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
572 compliance deadline of January 1, 2022. Tier One Generators may include supermarkets; grocery stores with
573 a total facility size equal to or greater than 10,000 square feet; food service providers that serve institutional,
574 governmental, commercial, or industrial locations; food distributors; and/or wholesale food vendors.

575 1.97 Tier Two Commercial Edible Food Generator. “Tier Two Commercial Edible Food
576 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
577 compliance deadline of January 1, 2024. Tier Two Generators may include restaurants with 250 or more
578 seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food facility and
579 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large venues
580 (permanent venue facilities that annually seat or serve an average of more than 2,000 individuals within the
581 grounds of the facility per day of operation); large events (events that serve an average of more than 2,000
582 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit,
583 or privately owned park, parking lot, golf course, street system, or other open space when being used for an
584 event); State agencies; and/or local education agencies.

585 1.98 Transfer Station. "Transfer Station" means the place or places listed in Exhibit 7 for
586 conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid
587 Waste to the Disposal Facility or Processing Facility.

588 1.99 Unicycling. "Unicycling" means a method of separating trash and Recyclable Materials in
589 a single Collection Container. Garbage materials are Collected in bags and deposited into the Collection
590 Container, and Recyclable Materials are deposited into the Collection Container loose and unbagged.

591 1.100 Universal Waste or U-Waste. "Universal Waste" or "U-Waste" means electronic devices,
592 dry-cell batteries, non-empty aerosol cans, fluorescent lamps, fluorescent bulbs, mercury thermostats, and
593 other mercury-containing equipment.

594 1.101 Waste. "Waste" means the useless, unused, unwanted, or discarded material and debris
595 resulting from normal residential and commercial activity or materials which, by their presence, may injuriously
596 affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

597 1.102 Waste Generator. "Waste generator" means any person, as defined by the most current
598 version of the Public Resources Code, whose act or process produces Solid Waste as defined in that same
599 code, or whose act first causes Solid Waste to become subject to regulation.

600 1.103 West Contra Costa Integrated Waste Management Authority or "Authority". A joint exercise
601 of powers authority established and existing pursuant to Government Code Section 6500 et seq., or any
602 successor entity and shall have the same meaning as defined in the Joint Power Agreement.

603 1.104 Workday. "Workday" means any day, Monday through Saturday, that is not a Holiday as
604 set forth in this Agreement.

605 1.105 Wood Waste. "Wood Waste" means Solid Waste consisting of stumps, large branches,
606 tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood
607 products; harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

608 **Article 2. Term of Agreement**

609 2.01 Term of Agreement. The Term of this Agreement will be for a period beginning July 1,
610 2025, and terminating on June 30, 2040. Contractor shall commence performance of its Solid Waste
611 Collection obligations under this Agreement on July 1, 2025 ("Commencement Date").

612 **Article 3. Conditions Governing Services Provided by Contractor**

613 3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and
614 conditions set forth herein, including the limitations set forth in Sections 3.02 and 3.03, the exclusive franchise,
615 right, and privilege to collect, remove, and dispose of, in a lawful manner, Solid Waste, Recyclable Materials,
616 and Organic Materials accumulating in the City's Service Area and offered for Collection to the Contractor in
617 accordance with Applicable Law, for the Term of and within the scope set forth in this Agreement.

618 3.02 Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients.

619 This Agreement shall not prohibit any Service Recipient from selling Recyclable Materials or Organic Waste
620 or giving Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However,
621 in either instance: (1) the Recyclable Materials and Organic Waste must be Source Separated from and not
622 mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for
623 Collecting, processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction
624 in the price for Collection, Disposal, and/or Recycling services for any form of un-segregated or segregated
625 Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste, and such Solid Waste does
626 not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed
627 in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic
628 Waste become the property of Contractor and cannot be sold or donated.

629 3.03 Exclusions to Exclusivity.

630 3.03.1 Specialized Recyclable Materials. If Contractor expressly advises City in writing that

631 it is unable or unwilling to Collect and process for specific Diversion, after being provided the opportunity in
632 writing to provide the specific service, specialized materials as described in this Section, and a third party is
633 able to reuse or Recycle one or more of these materials, Service Recipients shall have the right to engage
634 the third-party recycler to Collect and Recycle those Source-Separated Recyclable Materials, provided that
635 the Diversion is verified by the City. These specialized materials shall include, but are not limited to, Organic
636 Waste, metals, Construction and Demolition Debris, laboratory waste, pallets, clothing, shoes, textiles, and
637 plastic.

638 3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a

639 Commercial Service Unit has Source Separated Recyclable Material, the Waste Generator is entitled to sell
640 that Recyclable Material or be otherwise compensated in a manner resulting in a documented net positive
641 payment to the Waste Generator, when such collector is permitted as appropriate under the City Municipal
642 Code.

643 3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain

644 byproducts from the processing of food or beverages from agricultural or industrial sources, provided they
645 do not include animal, including fish, processing byproducts, they are Source-Separated, they are not
646 discarded , and they are used as animal feed, are exempted from this Exclusive Franchise Agreement.
647 Entities requesting exemption must apply to the City and be any of the following: registered pursuant to
648 Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480
649 of the Health and Safety Code or be a beer manufacturer as defined in Section 23012 of the Business and
650 Professions Code, or be a distilled spirits manufacturer, as defined in Section 23015 of the Business and
651 Professions Code.

652 3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Waste which

653 is Source Separated at any Premises by the waste generator and donated to youth, civic, or charitable
654 organizations qualified as such pursuant to Federal law.

655 3.03.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
656 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that
657 company rather than as a hauling service.

658 3.03.6 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or
659 Processing Facilities, to the extent authorized by the Municipal Code.

660 3.03.7 Materials Generated or Accumulated During An Emergency or Disaster. During an
661 emergency or disaster, as determined by City in its sole discretion, City may enlist additional contractors or
662 other entities in the Collection, transportation, and/or Disposal of any and all types of materials that are
663 generated or accumulated. In particular, the City may choose to pursue reimbursement of disaster services
664 through the Federal Emergency Management Agency (FEMA), which would require that the associated
665 disaster services be secured via a competitive bidding process. Contractor shall not be prohibited by any
666 part of this Agreement from participating in this competitive bidding process, but City shall be free to put
667 services associated with declared disasters out to bid in accordance with FEMA requirements and enlist
668 additional contractors based on the results of that process.

669 3.04 Change in Collection and Disposal Methods. In consideration of the exclusive franchise
670 granted herein, the parties understand and agree that the City may require changes in collection and disposal
671 methods, including but not limited to the collection and disposal of solid wastes and recyclable materials, and
672 may further require implementation of changes in applicable technology to secure the most efficient and
673 current methods of collection and disposal. In the event City chooses to implement programs for changed
674 methods of collection or disposal, including but not limited to the implementation of a recycling program, the
675 Contractor shall have the right to present a proposal to the City to perform such a program pursuant to the
676 provisions of sections 30.01 and/or 30.02 shall apply.

677 3.05 Responsibility for Service Billing and Collection. Contractor is responsible for the billing
678 and collection of payments for Solid Waste Collection within the Service Area.

679 **Article 4. Franchise Fees and Payments**

680 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by
681 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid
682 consideration for the rights and privileges granted to Contractor under this Agreement.

683 4.02 Reimbursement for the Cost of Negotiation Process. Contractor shall reimburse the City a
684 one-time fee of Fifty-Five Thousand Dollars (\$55,000) for the cost of the Franchise Agreement negotiation,
685 and award process. This fee shall be due and payable on the thirtieth (30th) day after the Effective Date of
686 the Agreement. This fee shall not be recoverable via Contractor's Collection Services Rates or any other form
687 of compensation under this Agreement.

688 4.03 Monthly Fees and Payments. The following monthly fees and payments shall be due and
689 payable on the twentieth day of the month following the end of each month for which Solid Waste Collection
690 was provided, with the first such payment being due on August 20, 2025. The City Council may adjust the

691 Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service
692 Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied
693 at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations
694 Contractor used to determine the amount due and the basis for those calculations. Figures used in the report
695 shall be taken from Contractor's general books of account, and Contractor shall retain all supporting
696 documentation in accordance with the records retention requirements in Section 22.01.

697 4.03.1 Franchise Fee. Contractor shall pay to City a Franchise Fee in the amount of
698 \$ [REDACTED] annually. One twelfth of the Franchise Fee shall be due and payable monthly within twenty (20)
699 days following the end of each month. If payment is not received within said twenty (20) day period, interest
700 shall accrue thereon at ten (10) percent per annum. Any such fee shall have prospective effect only;
701 provided, however, that should any adjustment be given retroactive effect, the applicable Franchise Fee
702 shall also be given such effect.

703 4.03.1.1 Adjustments to Franchise Fee. At any time that the Maximum
704 Rates are adjusted as described in Article 6 and elsewhere in this Agreement, the Franchise Fee shall be
705 adjusted by the same proportional increase.

706 4.03.2 Vehicle Impact Fee (VIF). Contractor shall pay to City a VIF in the amount of \$ [REDACTED]
707 annually to cover the costs for the damage to the City's roads caused by the Contractor's Collection Vehicles.
708 The VIF shall be due and payable monthly within twenty (20) days following the end of each month. If
709 payment is not received within said twenty (20) day period, interest shall accrue thereon at the interest rate
710 of ten (10) percent per annum. Any such fee shall have prospective effect only.

711 4.03.2.1 Adjustments to the Vehicle Impact Fee. At any time that the
712 Maximum Rates are adjusted as described in Article 6 and elsewhere in this Agreement, the Vehicle Impact
713 Fee shall be adjusted by the same proportional increase.

714 4.04 Adjustments to Fees. City may set other fees or adjust the fees established in this Article
715 from time to time during the Term of this Agreement, and such adjustments and any Fee adjustments shall
716 be included in the adjustment of Maximum Rates as described in Exhibit 1.

717 4.05 Time and Method of Payment. Contractor shall pay all amounts owed under this Article
718 without prior notice or demand and without abatement, deduction, offset, or credit in lawful money of the
719 United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in
720 which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-
721 marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped
722 receipt from the City by 5:00 p.m. Pacific Time (PT) on the due date.

723 4.06 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City
724 with respect to the fees described in this Article, the City shall provide the Contractor with written objection
725 within one hundred eighty (180) days of the receipt of the written report described in Section 4.03,
726 encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable

727 portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer
728 regarding any such dispute.

729 4.07 In the event any City-Imposed fee (hereinafter "CIF") is determined by a court to be
730 excessive, invalid, or unenforceable, then in accordance with the judgment or court order that is expressly
731 binding on one or more of the Parties hereto: (i) Contractor shall not charge or collect the future portion of
732 such CIF; (ii) to the extent the Customers are entitled to a reimbursement of any portion of such CIF, and City
733 is required to reimburse Contractor in the amount of such CIF previously remitted to City, thereafter Contractor
734 shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer
735 account. In no event shall Contractor retain any portion of the fees reimbursed by City; (iii) to the extent the
736 Customers are entitled to a reimbursement of such CIF, and City is required by a court to directly reimburse
737 Customers, Contractor shall assist City in identifying all Customers entitled to a reimbursement, quantifying
738 the reimbursement amount attributable to each Customer account, and obtaining and providing to City any
739 other information needed to satisfy the obligations imposed by a court; and (iv) City and Contractor will, within
740 thirty (30) days following such court decision, meet and confer to negotiate in good faith and using reasonable
741 efforts to attempt to agree on modifications to the Agreement.

742 **Article 5. General Requirements**

743 5.01 Service Standards. Contractor must perform all Solid Waste Collection under this
744 Agreement in a thorough and professional manner as described in Article 25, while meeting the minimum
745 performance and Diversion standards listed in Article 17, according to the Sustainability and Compliance Plan
746 (Exhibit 8) developed by the Contractor and approved by the City.

747 5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools,
748 facilities, and personnel supervision required for the performance of Contractor's obligations under this
749 Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's
750 obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of
751 labor, equipment, tools, facilities, or supervision will be provided or paid to Contractor by City or by any Service
752 Recipient except as expressly provided by this Agreement.

753 5.03 Holiday Service. The City observes New Year's Day, Martin Luther King Jr. Day,
754 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal Holidays. Contractor is not
755 required to provide Solid Waste Collection or maintain office hours on the designated Holidays. In any week
756 in which one of these Holidays falls on a Workday, SFD Collection Services for the Holiday and each Workday
757 thereafter will be delayed one Workday for the remainder of the week, with normally scheduled Friday SFD
758 Collection Services being performed on Saturday. Commercial Collection Services will be adjusted as set
759 forth in Article 12, but must meet the minimum frequency requirements of one (1) time per week. Solid Waste
760 Collection will not take place on Sundays, unless previously authorized by the Agreement Administrator.

761 5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles
762 and their contents used to provide services pursuant to this Agreement at any reasonable time while operating
763 inside or outside the City without advance notice to the Contractor.

5.05 Commingling of Materials.

5.05.1 SFD Materials Collected in Pinole. Except as expressly provided herein, Contractor may commingle any SFD materials Collected, provided that Contractor tracks the tonnage of Commercial material Collected inside the City using a City-approved allocation methodology pursuant to this Agreement. Contractor's current allocation methodology is approved pursuant to this Agreement.

5.05.2 Commercial Garbage Materials Collected in Pinole. Contractor may commingle Commercial Garbage materials Collected pursuant to this Agreement with other materials Collected outside the City of Pinole, provided that Contractor tracks the tonnage of Commercial material Collected inside the City of Pinole separately using a City-approved allocation methodology. Contractor's current allocation methodology is approved pursuant to this Agreement. Changes to the allocation methodology may only be made with the express prior written authorization of the Agreement Administrator. By executing this Agreement, City approves of Contractor's current methodology.

5.05.3 Recyclable Materials. Subject to Sections 10.08.3, 11.08.4, and 12.05.4, Contractor may at any time commingle SFD or Commercial Recyclable Materials Collected, provided that Contractor tracks the tonnage of Commercial material Collected inside the City of Pinole separately using a City-approved allocation methodology. Contractor's current allocation methodology is approved pursuant to this Agreement. Changes to the allocation methodology may only be made with the express prior written authorization of the Agreement Administrator.

5.05.4 Organic Waste. Subject to Sections 10.09.3, 11.09.5, and 12.06.6, Contractor may at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any other material type Collected by Contractor, provided that Contractor tracks the tonnage of Commercial material Collected inside the City of Pinole separately using a City-approved allocation methodology. Contractor's current allocation methodology is approved pursuant to this Agreement. Changes to the allocation methodology may only be made with the express prior written authorization of the Agreement Administrator.

5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service Recipients the correct combination of Cart and Bin sizes and Collection frequency beyond the minimum bundled service requirements, as necessary, that matches their unique service needs to reduce contamination of Recyclable Materials and Organic Waste, and to provide service at the least cost to Service Recipient. To support City's Diversion goals and Contractor's Diversion Requirements as set forth in Article 8, Contractor is only required to Collect and process Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Waste and will only be required to Collect Organic Waste if it has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

As part of Contractor's Public Education Services under Section 20.02, Contractor has agreed to provide outreach and support to Service Recipients as described in the Contractor's Sustainability and Compliance Plan provided as Exhibit 8 and the Education and Outreach Plan provided as Exhibit 9. Additionally, Contractor's route Collection personnel will report to Contractor's supervisors if they observe potential contamination problems and/or insufficient Collection capacity. For purposes of determining if Recyclable

802 Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable
803 Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by
804 visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable
805 Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and
806 Contractor may take the following steps:

807 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
808 MFD, and SFD Service Recipients. An occurrence is defined as an event of contamination in one day,
809 meaning that two occurrences cannot occur on the same day.

810 5.07.1 Two-Month Contamination Education Period. For the first two months following
811 commencement of this Agreement, all Service Recipients will be provided educational materials and
812 instructions on methods to properly source separate generated materials within the appropriate Collection
813 Containers and prevent contamination for a particular Container (i.e., Recyclable Materials or Organic
814 Waste). During this two-month contamination education period, Contractor must Collect the contaminated
815 Container (as the Container's intended commodity) and must affix to the contaminated Container a
816 Contamination Violation Notice which contains instructions on the proper procedures for sorting Recyclable
817 Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email, or in person
818 (which may be a Container tag that meets SB 1383 requirements), that for the third and subsequent incidents
819 of excess contamination, following this two-month contamination education period, the Service Recipient
820 may be charged a contamination fee for the contaminated Container, and Contractor may increase the
821 Collection Container size, or require an additional Collection Container. Contractor's representative must
822 also contact the Service Recipient by phone, U.S. mail, email, or in person (which may be a Container tag
823 that meets SB 1383 requirements) to ensure that they have the appropriate level of service for proper
824 Collection of Recyclable Materials and/or Organic Waste. Contractor must also document the contamination
825 issue and provide digital/visual documentation to the Service Recipient that clearly documents the Service
826 Recipient's on-going contamination problems. For each new service account that is created during the term
827 of this Agreement, that Service Recipient will also be given a two-month contamination education period
828 prior to the assessment of a contamination fee for the contaminated Container. The procedures for such
829 contamination education period associated with the establishment of a new service account will follow those
830 previously described in this section during the first two months of the account contract's commencement.

831 5.07.2 Occurrences After the Two-Month Contamination Education Period. Upon
832 conclusion of the two-month contamination education period for for a particular Container (i.e., Recyclable
833 Materials or Organic Waste), Contractor must Collect the contaminated Container (as the Container's
834 intended commodity) and must charge the Service Recipient a contamination fee as set forth in Exhibit 1.
835 Contractor must continue providing the Recyclable Materials or Organic Waste Collection Services.
836 Contractor must provide (or have provided) digital/photographic documentation to the Service Recipient that
837 clearly documents the Service Recipient's on-going contamination problems and written Notices of
838 contamination as described above. Contractor may increase the Container size or Collection frequency and
839 impose a contamination surcharge on the account for a period of six months or until the Service Recipient
840 has demonstrated no contamination for a period of three consecutive months. Contractor must document
841 contamination issue and surcharge and notify City within five (5) Business Days if Contractor increases the

Container size or Collection frequency for excessive contamination or imposes the contamination surcharge on the account. City will consult with Contractor and consider and pursue, as applicable, appropriate legal remedies against offending Service Recipients to secure discontinuance of the contamination.

5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination occurrence is tracked annually per Calendar Year. Where contamination is occurring, and occurrences are consecutive and unremedied, their count shall continue across Calendar Years until remedy occurs.

5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a contamination charge (which must be within thirty (30) days of them being assessed), Contractor will temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size, or Collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between Contractor and Service Recipient shall be based solely on the weight of the evidence presented by the Contractor and Customer and will be final. If the City Manager rules in favor of the Service Recipient, Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

5.10 Overage and Correction Procedures. Contractor shall provide the Service Recipients the correct combination of Collection Containers and Collection frequency that matches each Service Recipient's unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety. Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not contained within Container), Contractor may take the steps listed below to correct Service Recipient's on-going overflow of Solid Waste.

5.10.1 Prior Arrangements for Collection. If the Service Recipient has made prior arrangements with Contractor for Collection of Solid Waste Overages, Contractor must Collect such Overages as arranged and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement) set forth in Exhibit 1.

5.10.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements with Contractor for Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage

at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1 as provided below, or increase the capacity or frequency of Collection of the existing Collection Container(s) to match documented service needs as provided below. In managing Solid Waste Overages, the following apply:

5.10.2.1 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will not Collect the Solid Waste Overage because the Collection Container could not be serviced by normal operating procedures or cause spillage upon servicing, Contractor must provide written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b) request an additional Collection Container to eliminate future Overages. For each occurrence Contractor charges a Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1, Contractor will document the physical condition of the Collection Container and associated Overage with one or more photographs and retain this documentation for the period of at least one year.

5.10.2.2 Commercial and MFD Service Recipients – Each Occurrence. Contractor must provide a written notice on the Container and may provide a copy of the notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b) request an additional Collection Container to eliminate future Overage. Contractor may Collect the Solid Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1 and increase the capacity or Collection frequency of the Collection Container to match documented service needs. At least ten (10) Business Days prior to increasing the Collection Container size or frequency of Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, email, or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service. Contractor must document Overage issue and notify City within ten (10) Business Days of any changes in Service Recipient's Collection Container size or Collection frequency. The increased capacity or Collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent Overages, which may be longer than the one Calendar Year stated above. Such determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the Overages.

5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed

action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will consider the evidence presented by the parties and rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is defined as three (3) or more instances per Quarter, so that the City can take appropriate action with such Customers to secure discontinuance of the Overages.

5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor at such time as materials that are set out for Collection are collected and placed in Contractor's collection vehicle.

5.11.1 Ownership of Excluded Waste. Section 5.11 notwithstanding, at no time shall title to Excluded Waste pass to Contractor. Contractor shall not be deemed an owner of Excluded Waste for any purpose. Excluded Waste shall always be considered to be owned by the generator of the waste, title shall remain with the generator, and the generator shall be considered the responsible agent. If Excluded Waste is Collected by Republic, Republic will take action to identify who the generator is of such Excluded Waste, so that title remains with the generator and is not passed to the Contractor.

5.12 Spillage and Litter. Contractor may not litter Premises in the process of providing Solid Waste Collection or while its vehicles are on the road. Contractor must transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Solid Waste Collection to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is spilled or scattered by Contractor or its employees, or from Overage.

5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor's operations (including Collection Services) or equipment repair must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage and notify City's stormwater compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to be compliant with the City's stormwater permit.

5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary, Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill or release of a Hazardous Substance, Contractor is responsible for promptly notifying any Federal, State, County, or local governmental agency having jurisdiction over same as may be required under Federal, State, County or local law or regulation.

5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough petroleum absorbent materials to clean-up typical, non-emergency spills, along with a broom and shovel.

5.13 SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for Organic Materials Collection service (ii) the Customer qualifies for and is granted a State- or City-issued waiver. Contractor will work with Customers to appropriately size Collection Containers such that source-separation of all materials is possible without any overflow of material, and if any disputes arise or Overages occur, the City will make the final determination on proper Container size.

5.14 Regulations and Record Keeping. Contractor must comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by regulations must be maintained at Contractor's offices. These records must include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

5.15 Response Times for City Requests. Upon receiving a data request or information request from City that is not covered by other timeline requirements articulated in this document, and provided that the request from City shall not take more than eight (8) hours of Contractor staff time to complete, Contractor

997 shall compile the requested information and send back a complete response within ten (10) Business Days
998 of receipt of the request.

999 **Article 6. Collection Service Rates**

1000 6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will
1001 charge for providing Solid Waste Collection, provided that Contractor shall not charge any Service Recipient
1002 an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be
1003 adjusted as provided in this Agreement.

1004 6.01.1 The Maximum Service Rate set forth in Exhibit 1 is inclusive of the following
1005 components: the Collection Rate due to Contractor, the Solid Waste Administration Fee collected by
1006 Contractor and paid to the City and does not change annually, and the Post-Collection Charge which is
1007 collected by Contractor and paid to the Authority in accordance with the terms of the Post-Collection
1008 Agreement between the Authority, Contractor, and City, and any successors to such agreement in alignment
1009 with the Joint Exercise of Powers Agreement.

1010 6.01.2 Contractor shall, without regard to the amount collected pursuant to Section 6.01 of
1011 this Amendment, pay over to Authority, without reduction, limitation, offset or adjustment of any kind, all
1012 amounts authorized by Authority in accordance with Post-Collection Charge which are in addition to the
1013 rates authorized to be charged at the Designated Facility or Facilities and said payment shall be made at
1014 the times and in the manner specified by the Authority.

1015 6.01.3 Notwithstanding any other provision of the Agreement, and in addition to all rates
1016 and charges otherwise allowed under the Agreement, contractor shall collect from all residential and non-
1017 residential customers whose Solid Waste is delivered to the Designated Facility or Facilities the collection
1018 rate amounts specified by the Authority for such services and no more.

1019 6.02 Senior Discount as Contractor's Good Will. In exchange for the good will of the City and
1020 the general public, Contractor voluntarily agrees to discount the rate it charges for Solid Waste Collection
1021 provided to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the
1022 Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. The
1023 Discount shall be in the amount of \$2.00 per month. Contractor shall make the Discount available to any
1024 person who demonstrates through appropriate documentation that they are: (i) 62 years of age or older; and
1025 (ii) the service account holder; and (iii) the head of household and occupant at the Service Unit address.
1026 Within thirty (30) days of the Commencement Date, Contractor shall provide educational materials describing
1027 and explaining the availability and how to qualify for and receive the Discount to all persons in the City
1028 currently subscribed to a discount rate program. Contractor shall thereafter advertise the availability of the
1029 Discounted services on its website throughout the Term of this Agreement and at least once per year by direct
1030 notice to all SFD Service Recipients.

1031 6.03 Adjustments to Collection Rate using CPI. Beginning on January 1, 2027, and annually
1032 thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an annual
1033 adjustment to the Collection Rate component of customer Rates.

1034 6.03.1 CPI Adjustment Calculation. For Rate Year 2027, beginning on January 1, 2027,
1035 and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of
1036 the average change in the CPI for the 12-month period from July 1 to June 30. Therefore, the first rate
1037 adjustment, effective January 1, 2027, will be based on the percentage change in CPI for the average CPI
1038 value from October 1, 2025 to September 30, 2026, compared to the average CPI value for the previous
1039 year from October to September, rounded to the nearest hundredth of a percent. The index to be used shall
1040 be the series CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all
1041 urban consumers, seasonally adjusted. Should this index be eliminated or no longer available, the Parties
1042 shall mutually agree upon a new index.

1043 6.03.2 Rounding. Adjustments to the overall Maximum Service Rates shall be made only
1044 in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making
1045 adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1046 6.03.3 Maximum Service Rate Adjustment Request. On or before January 1 of each year
1047 of the Term, Contractor shall deliver to City a request proposing adjustment to the Maximum Service Rates
1048 for the subsequent calendar year (the "Adjustment Request"). The Adjustment Request shall be in a format
1049 as may be mutually agreed on between the City and Contractor and must contain or be accompanied by
1050 Contractor's adjustment calculations for the specific services performed under this Agreement during the
1051 preceding Agreement Year in Microsoft Excel or another electronic format acceptable to the City. Contractor
1052 shall be solely responsible for the cost of preparing the Adjustment Request. Contractor shall be solely
1053 responsible for the cost of preparing the Adjustment Request. In any Rate Year that the calculation of the
1054 CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any amount
1055 over the 5% cap will roll over and be added to the rate adjustment percentage in the following year. If the
1056 CPI is negative (after accounting for any applicable rollover percentages from prior years), and any negative
1057 amount will roll over and be added to the rate adjustment percentage in the following year.

1058 6.03.3.1 Corrections. In the event the City determines the Adjustment
1059 Request contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected
1060 report to the City. A corrected report submitted after March 1 shall be treated as a late report.

1061 6.03.3.2 Late Request. If Contractor fails to submit the Adjustment Request
1062 by March 1, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and
1063 reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in
1064 time for it to be implemented on July 1; or (2) accept and consider the late Adjustment Report at its earliest
1065 convenience, in which case any approved rate adjustment shall only go into effect prospectively thirty (30)
1066 days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

1067 6.03.3.3 No Request. If Contractor fails to provide any Adjustment
1068 Request, the Maximum Service Rate shall remain unchanged for the next calendar year.

1069 6.04 City Confirmation. If Contractor provides a timely Adjustment Report, the City Manager
1070 shall notify Contractor on or before December 1 whether the City has confirmed the Contractor's calculations
1071 for the requested adjustments to the Maximum Service Rates for the next Rate Year. Contractor shall be

1072 solely responsible for the cost of preparing the Adjustment Request. In any Rate Year that the calculation of
1073 the CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any
1074 amount over the 5% cap will roll over and be added to the rate adjustment percentage in the following year.
1075 If the CPI is negative (after accounting for any applicable rollover percentages from prior years), there will be
1076 no CPI adjustment for that year.

1077 6.05 Contractor Payment for CPI review. Contractor shall be responsible for paying the City's
1078 cost of reviewing the annual CPI adjustment in the amount of Ten Thousand (\$10,000) per year. If the City
1079 determines that Contractor has made substantial errors and has not properly submitted or correctly calculated
1080 the CPI adjustment, the City may add additional costs up to Ten Thousand (\$10,000) to conduct a second
1081 review and analysis. These payment amounts shall increase annually by the CPI Adjustment Calculation in
1082 Section 6.03.1.

1083 6.06 Extraordinary Adjustments. Independent of and separate from the adjustments due to
1084 Change in Law outlined in Section 30.02, Contractor and City acknowledge that there may be infrequent
1085 extraordinary events, which, although they do not prevent either party from performing, and thus do not
1086 implicate the force majeure provisions hereof, nevertheless increase the cost of providing services above the
1087 Maximum Service Rate Adjustment articulated in Section 6.03. The obligation of the parties in such event is
1088 to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option,
1089 Contractor may apply to the City for an extraordinary rate adjustment should an event or circumstance arise
1090 which negatively impacts the economic operation of Contractor and which is in excess of the rate adjustment
1091 resulting from the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if
1092 it is necessary for the Contractor to make a substantial change in its operations, or substantial capital
1093 expenditure or investment to perform its obligations under this Agreement due to the occurrence of an event
1094 or circumstance which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall
1095 only be effective after approval by the City Council. Contractor may not apply for an Extraordinary Adjustment
1096 in two successive years.

1097 6.06.1 Contractor's Burden. In the event of such an application for an extraordinary rate
1098 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable
1099 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
1100 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
1101 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
1102 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
1103 solely responsible for the cost of providing such additional information. Contractor shall allow City to review
1104 a report of its annual revenues and expenses for the services provided in the City. City shall have the right
1105 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment
1106 request. With respect to any financial statements or any other information Contractor specifically designates
1107 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this
1108 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
1109 Confidential Information within its own organization and to its agents or representatives who need to know
1110 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information
1111 to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any

written or electronically stored Confidential Information without the prior written approval of the Contractor; and (e) it will not use Confidential Information except as required for consideration of the request. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Notwithstanding any other provision in this Section, the City will inform the Contractor upon receiving a California Public Records Act request or a subpoena for any Confidential Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under this Agreement. The Contractor will then have fifteen (15) days from the date of the Notice to seek and obtain a court order or other judicial ruling to prevent the disclosure of the Confidential Information. If the Contractor fails to act within the five (5) or fifteen (15) day windows described above, the City may disclose the requested Confidential Information to the requestor or subpoenaing party. In the event Contractor seeks a court order to stay or enjoin the disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its Council, elected and appointed board or commission members, officers, employees, volunteers, and agents (collectively, "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject of a CPRA, FOIA request, or subpoena for the Confidential Records. For the purposes of this Section, "Records" shall mean records created or maintained by Contractor in accordance with this Agreement, including those records that may include financial statements or Confidential Information of Contractor. Contractor's indemnity obligation shall survive the expiration or termination of this Agreement.

6.06.2 Review Costs. At the time of its request, Contractor shall also submit a payment to the City of Twenty-Five Thousand Dollars (\$25,000) to defray the City's costs to review the request. In the event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any documented amount in excess. This payment amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

6.06.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

6.06.4 City Review; Approval. City shall review the Contractor's request and, in the City's sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request. Except as provided herein, any such change approved by the City shall not be implemented until July 1 of the next Rate Year unless a different timeframe is approved by the City Council and shall comply with Proposition 218 noticing requirements.

6.07 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase, to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to

1152 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to
1153 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following
1154 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one
1155 hundred and eighty (180) days after written notice to the other.

1156 **Article 7. Collection Service Billing**

1157 7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely
1158 responsible for the billing and collecting of payments for the Solid Waste Collection Services it provides within
1159 the Service Area.

1160 7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or email, to
1161 each Service Recipient in advance of all services provided by Contractor under this Agreement. Contractor
1162 shall include an online payment option for all Customers regardless of invoice format. If sent by mail, invoices
1163 for each billing period shall be placed in a separate envelope accompanied by a self-addressed return
1164 envelope. All invoices shall include Contractor's email address, include directions for payment by payment
1165 by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a
1166 complete billing statement showing all charges and all services provided. Contractor's online billing portal
1167 shall include clear instructions for how to contact the Contractor if the Service Recipient has questions about
1168 an invoice. City shall have the right to direct Contractor to revise the format of all invoices and billing
1169 statements upon reasonable notice to Contractor. The Contractor shall not separately itemize the Franchise
1170 Fee, nor any other rate component, in its invoices to customers.

1171 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the
1172 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service
1173 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter
1174 for SFD Service Units. No invoice shall be due and payable sooner than the last day of the respective month
1175 or Quarter for which Solid Waste Collection is provided.

1176 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
1177 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,
1178 meaning one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by the number of
1179 weeks of service provided by Contractor.

1180 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by
1181 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.
1182 Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200) or the amount of
1183 Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account
1184 prior to the end of the billing period.

1185 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
1186 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

1187 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
1188 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
1189 Contractor, to collect or cause collection of past due or over-invoiced amounts; provided, however, that
1190 Contractor shall never discontinue Solid Waste Collection to any Service Unit. Contractor may send a written
1191 notice to Service Recipient regarding payments of Billings during the current period or for prior service period.
1192 As set forth herein, collection of delinquent accounts is subject to the lien collection provisions at Section
1193 8.08.110 of the City's Municipal Code.

1194 7.08 Collection of Past Due Accounts.

1195 7.08.1 Contractor shall be responsible for collection of payment from Customers with past-
1196 due accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from delinquent
1197 accounts through issuance of late payment notices, making at least 3 telephone requests for payments to
1198 Customer and property owner (if the owner is a different Person or entity than the Customer), offering a
1199 Customer payment plan, and suspension of service in accordance with the following.

1200 7.08.2 If a Customer's payment becomes more than one hundred twenty (120) days past
1201 due, Contractor may request approval from the City, which will not be unreasonably denied, to reduce service
1202 to that account until payment is received, providing written evidence for each account that the required
1203 collection steps have been taken. If the City approves such request, the Contractor shall provide the
1204 Customer and property owner (if the owner is different from the Customer) written notice of service reduction
1205 which includes a description of potential penalties from the City for nuisance, should it occur. All notifications
1206 and correspondence issued by Contractor shall be directed to the Customer and the owner of the property
1207 if the owner is a different Person or entity than the Customer. The City Finance Director shall, upon request
1208 of Contractor, follow the notice and hearing process set forth in Municipal Code section 8.08.110 and place
1209 delinquent accounts on the County tax roll for collection and remittance to Contractor when received from
1210 the County.

1211 7.08.3 At its option, Contractor may charge Customers a late payment fee for accounts
1212 that are over sixty (60) days past due provided that Contractor provides each Customer thirty (30) days
1213 written notice of its intent to assess the late fee. The maximum late fee is subject to the City approval and
1214 reflected in Exhibit 1.

1215 7.09 Billing Accounts After Missed Collections.

1216 7.09.1 In the event of a missed Collection, wherein Containers were properly set out in a
1217 timely manner and wherein the Contractor was unable resolve the complaint by the end of the following
1218 Workday, Contractor shall credit the account of the Customer that experienced the missed Collection by a
1219 prorated amount for that missed Service.

1220 7.09.2 In the event that a Customer was subject to a missed Collection wherein Containers
1221 were properly set out in a timely manner and wherein the Contractor was unable to return and Collect the
1222 Customer's Solid Waste until the following week, that Customer shall not be subject to any Solid Waste
1223 Overage fees or otherwise be penalized or tracked for an instance of Overage.

Article 8. Diversion Requirements

8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion, and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by undertaking the actions set forth in Section 8.02. For purposes of this Agreement and Contractor's obligations outlined herein, the terms "City's Diversion", "City's Diversion goals", "Diversion Requirements", "Franchised Diversion Rate" and similar terminology means compliance with the requirements for meeting the State's fifty percent (50%) diversion rate expressed as a pounds per day per year rate as established by CalRecycle pursuant to Public Resources Code section 41780, as Applicable Law.

8.02 Contractor Required Actions. Contractor shall take all of the following actions to assist the City in meeting, on an annual basis, Diversion Compliance:

8.02.1 Except for Organic Waste Collected from homeless encampments or material subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing and Diversion.

8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable Materials to the Materials Recovery Facility.

8.02.3 Collect and deliver all Garbage to the Disposal Facility.

8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery Facility.

8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for processing and Diversion.

8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for processing and Diversion.

8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize Diversion of materials from landfills.

1258 8.02.9 Contractor must develop and provide sufficient accurate information and data as
1259 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1260 8.02.10 Contractor must implement public education and outreach programs as required
1261 under this Agreement.

1262 8.03 Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual
1263 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year
1264 following the reporting period as set forth in Section 22.06.

1265 8.04 Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to
1266 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific
1267 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or
1268 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market
1269 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not
1270 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1271 8.05 Failure to Meet Franchised Diversion Rate. If CalRecycle determines pursuant to Public
1272 Resources Code 40059.1 that City has failed to meet the Diversion Compliance due to Contractor's failure to
1273 undertake the actions described in this Section, Contractor must prepare, at Contractor's cost and expense,
1274 and submit a corrective action plan to City sufficient to demonstrate good faith efforts by City to comply with
1275 Diversion Compliance and that is otherwise acceptable to CalRecycle, and may be subject to Administrative
1276 Charges and Penalties as allowed under Article 25 and specified in Exhibit 4. Contractor must also submit a
1277 written corrective action plan to the City before March 15 of the year following the missed minimum Diversion
1278 requirement. Contractor's corrective action plan must specify all actions Contractor will take to ensure it will
1279 meet Diversion Compliance Rates in the future and shall be subject to the review and approval by the
1280 Agreement Administrator. Contractor must implement all measures identified in the corrective action plan at
1281 its sole cost and expense, unless the failure to meet Diversion Compliance was due to a Change in Law or
1282 due to the negligent acts or omissions of the City. If Contractor fails to submit an adequate corrective action
1283 plan or to fully implement a City-approved corrective action plan, it shall subject Contractor to Administrative
1284 Charges and Penalties as allowed under Article 25 and specified in Exhibit 4 in addition to any other remedies
1285 available to the City.

1286 8.06 Representations and Warranties. Contractor represents and warrants that it is aware of
1287 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor
1288 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section
1289 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service
1290 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified
1291 by a Change in Law, Contractor agrees to develop and implement such actions, programs, and measures as
1292 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it
1293 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,
1294 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate
1295 same in accordance with Section 30.01.

1296 8.07 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
1297 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
1298 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
1299 making such petitions and applications as may be reasonably requested by Contractor for time extensions in
1300 meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
1301 such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be
1302 reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

1303 8.08 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
1304 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements
1305 under Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable
1306 Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City in responding to inquiries
1307 from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the
1308 City's compliance with Applicable Law; prepare for and participate in CalRecycle's review of the City's SRRE;
1309 apply for any extension available under Applicable Law; develop and implement a public awareness and
1310 education program consistent with the City's SRRE and Household Hazardous Waste Element and any
1311 related requirements of Applicable Law; (2) provide the City with Recycling, source reduction, and other
1312 technical assistance as may be needed to comply with Applicable Law; and (3) advise the City of additional
1313 programs or measures Contractor can, if authorized by the City, implement to increase compliance with the
1314 Diversion requirements of Applicable Law.

1315 8.09 New Diversion Programs. If Contractor fails to meet any Diversion Compliance requirement
1316 or the City fails to meet any CalRecycle Diversion requirement, notwithstanding Contractor's implementation
1317 of all Diversion and public education programs as required by this Agreement, the City shall direct Contractor
1318 to modify its Diversion and public education programs or implement new programs. Such modifications may
1319 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion
1320 programs not described in this Agreement without the City's prior consent.

1321 8.10 Nothing contained herein shall prohibit Contractor from meeting its Diversion requirements
1322 by any alternative methods or procedures, provided it complies with Applicable Law, as may be amended
1323 from time to time. Contractor's ability to meet its Diversion requirements by alternative methods per this
1324 Section is subject to Agreement Administrator review and approval.

1325 **Article 9. Service Unit Types**

1326 9.01 Service Units. Service Units include all the following categories of Premises which are in
1327 the Service Area as of July 1, 2025, and all such Premises which may be added to the Service Area by means
1328 of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

1329 9.01.1 SFD Service Units. Services are specified in Article 10.

1330 9.01.2 MFD Service Units. Services are specified in Article 11.

1331 9.01.3 Commercial Service Units. Services are specified in Article 12.

1332 9.01.4 Industrial Service Units. Services are specified in Article 13.

1333 9.01.5 City Service Units. Services are specified in Article 14.

1334 9.01.6 Any question as to whether a Premises falls within one of these categories will be
1335 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1336 final.

1337 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this
1338 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1339 Service.

1340 9.02.1 Additions and Deletions. Contractor must provide services described in this
1341 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice
1342 from City or the new Service Unit to begin such Service.

1343 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the
1344 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1345 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area
1346 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination
1347 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin
1348 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service
1349 without written authorization from City.

1350 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
1351 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
1352 Administrator as requested.

1353 9.05 Shared Service. Provided that such action is not disallowed under City Municipal Code,
1354 City businesses shall not be prohibited from sharing bins with other businesses as a single Commercial
1355 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City
1356 residents shall not be prohibited from sharing bins with other residents as a single SFD Service Unit, or from
1357 coordinating to share a single SFD Service Unit Collection account.

1358 **Article 10. Residential Service**

1359 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
1360 Collection Services to all SFD Units in the Service Area. The SFD Services are governed by the following
1361 terms and conditions:

1362 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
1363 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
1364 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly
1365 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.2; and Organic Wastes are
1366 properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the

Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste Collection Service system with one (1) 20-gallon, 35-gallon, 65-gallon or 95 gallon Black or Grey Garbage Cart, one (1) 65-gallon- Blue Recyclable Materials Cart, and one (1) 65 gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service. SFD Service Recipients shall receive additional Recyclable Materials Carts and additional Organic Waste Cart to be included at no additional cost, if requested. Additional Recyclable Materials Carts and Organic Waste Carts shall be made available in accordance with the service rates set forth in Exhibit 1. Garbage Carts with a capacity of 20 gallons and/or Recyclable Materials and Organic Waste Carts with a capacity or 65 gallons may be requested by Customers that can demonstrate that they (a) have cart storage space constraints and (b) do not generate sufficient quantities of a waste stream type to justify the larger size of cart. Pricing for downsizing Carts, upsizing carts, or adding additional Carts, relative to the base Bundled Service, are included in Exhibit 1.

10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste on the SFD Service Recipients Premises to an SFD Service Unit as follows.

10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a request for on-premises service has been made. For Bulky Waste on-premises services, materials must be staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to the Service Unit's standard curbside Collection location as is feasible for the Customer.

10.01.3.2 At an additional cost to the SFD Service Unit.

A. SFD Service Units where topography, steep driveways, below-grade dwellings, or limited access to public streets that prevent the SFD Service Recipient from setting their Garbage, Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

B. SFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout/pup truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash Collection trucks.

C. Contractor must offer "push services" to SFD Service Recipients other than those listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location.

1405 10.01.3.3 Contractor must provide on-premises Collection Service on the
1406 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1407 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)
1408 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be
1409 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection
1410 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be
1411 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through
1412 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be
1413 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
1414 Agreement Administrator.

1415 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
1416 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1417 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1418 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1419 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1420 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1421 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1422 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1423 or replaced promptly.

1424 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1425 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1426 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1427 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1428 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1429 acceptable alternative.

1430 10.04 Kitchen Food Waste Pails. In the event that Kitchen Food Waste Pails are no longer
1431 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
1432 conditions of Section 30.01, Contractor must make available, upon request, Kitchen Food Waste Pails that
1433 comply with Collection Container specifications in Exhibit 3. If any changes to these specifications are
1434 adopted after the Commencement Date that results in Contractor being required to replace Collection
1435 Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in
1436 accordance with Exhibit 1.

1437 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1438 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1439 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1440 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1441 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor

1442 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1443 maintain records documenting all Cart replacements occurring.

1444 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1445 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1446 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1447 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1448 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1449 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service
1450 Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this
1451 Agreement.

1452 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1453 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1454 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1455 10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1456 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1457 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1458 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1459 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1460 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1461 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1462 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
1463 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1464 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar
1465 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit
1466 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for
1467 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications
1468 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those
1469 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1470 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1471 Agreement.

1472 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1473 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green
1474 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five
1475 (5) Workdays, at the rate set forth in Exhibit 1.

1476 10.06 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1477 10.07 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1478 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three

1479 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1480 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
1481 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection
1482 Container(s). Any Collection Container cleanings done at a Contractor facility must be done in such a manner
1483 that results in no water entering the City's storm drain system. This service must be provided at no charge to
1484 the Service Recipient, so long as the service is not requested more than once every five years. In addition,
1485 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all
1486 Collection Containers are exchanged on an as-needed basis so as to maintain a clean appearance and
1487 proper function. Additional exchanges beyond once every five years will be subject to the Maximum Service
1488 Rate set forth in Exhibit 1.

1489 10.08 SFD Garbage Collection Service. This service is governed by the following terms and
1490 conditions:

1491 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1492 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice
1493 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date
1494 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1495 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1496 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1497 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1498 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written
1499 notice as described in this Section.

1500 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1501 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1502 in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and
1503 Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

1504 10.08.3 SFD Recyclable Materials Service. This service is governed by the following terms
1505 and conditions

1506 10.08.4 Recyclable Materials - Improper Procedure. The Contractor is not required to
1507 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1508 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1509 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1510 Contractor must follow the steps set forth in Section 5.07.

1511 10.08.5 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1512 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery
1513 Facility listed in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative
1514 Charges and Penalties as specified in Exhibit 4 and may result in Contractor being in default under this
1515 Agreement.

1516 10.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1517 arise that necessitate any additions or deletions to the services described in this Section, including the type
1518 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1519 enter into an Agreement amendment covering such modifications to the services to be performed and the
1520 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1521 such services.

1522 10.09 SFD Organic Waste Collection Service. This service is governed by the following terms
1523 and conditions:

1524 10.09.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1525 Waste to the Organic Waste Processing Facility listed in Exhibit 7 and agreed upon by the City. Failure to
1526 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1527 Exhibit 4 and may result in Contractor being in default under this Agreement.

1528 10.09.2 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1529 for Collection during the three-week period beginning December 26th each year during the Term of this
1530 Agreement. Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart
1531 or placed on the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected
1532 Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative
1533 Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service
1534 Recipient and shall not be counted as one of the free annual Bulky Waste Collections as set forth in Section
1535 10.10. Contractor is not required to Divert Holiday Trees with tinsel, flocking, or ornaments.

1536 10.09.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1537 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1538 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1539 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1540 with Section 5.07.

1541 10.09.4 Home Compost Bins. In the event that home compost bins are no longer provided
1542 to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall store, promote,
1543 and distribute a maximum of 300 Home Compost Bins per Calendar Year to be used by Service Recipients
1544 to Compost Organic Waste. Contractor is responsible for purchase and storage of Home Compost Bins, and
1545 Contractor is responsible for providing Home Compost Bins to SFD Service Recipients upon request, until
1546 the maximum of 300 has been reached. The services described in this section are not effective until such
1547 time as the City and Contractor agree to a City-Directed Change per Section 30.01.

1548 10.10 SFD Bulky Waste Collection Service. This service is governed by the following terms and
1549 conditions:

1550 10.10.1 Conditions of Service. Contractor must provide SFD Bulky Waste Collection
1551 Service, including the Collection of E-Waste and U-Waste, to all SFD Service Units in the Service Area
1552 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved

surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle. Up to two (2) times per Calendar Year, each Service Recipient is entitled to receive Bulky Waste Disposal amounting to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e) up to 1.8 cubic yards of Garbage or Organic Waste per SFD Service Unit at no additional cost and expense. For subsequent Collection in any Calendar Year, the Contractor shall receive compensation from the Customer at the rate for such service as set in Exhibit 1.

10.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other Residential Waste.

10.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

10.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

10.10.4.1 Reuse as is (where energy efficiency is not compromised).

10.10.4.2 Disassemble for reuse or Recycling.

10.10.4.3 Recycle.

10.10.4.4 Disposal.

10.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the Bulky Waste cannot be reused or recycled.

Article 11. MFD Service

11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following terms and conditions:

11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the Service Area whose MFD Solid Waste is properly containerized in Black/Grey Garbage Carts; Blue Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section 11.08.4; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth in Section 11.09.5; and where the Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible

roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service Recipient and including at no additional cost one (1) 65-Gallon Blue Recyclable Materials Cart and one (1) 65 Gallon Green Organic Waste Cart as part of the base bundled MFD Collection Service. Additional services may be requested by the MFD Service Recipient. To be exempted from MFD Recyclable Materials Service or MFD Organic Waste Collection Service, Service Recipient must apply for exemption to the Contractor. All such exemption applications must be reported and approved by the City. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

11.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of MFD Garbage, Recyclable Materials, and Organic Waste on the MFD Service Recipients Premises to an MFD Service Unit as follows.

11.01.3.1 At no additional cost to the MFD Service Unit. MFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a request for on-premises service has been made. For Bulky Waste on-premises services, materials must be staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to the Service Unit's standard curbside Collection location as is feasible for the Customer.

11.01.3.2 At an additional cost to the MFD Service Unit.

A. MFD Service Units where topography, steep driveways, below-grade dwellings, or limited access to public streets that prevent the MFD Service Recipient from setting their Garbage, Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout/pup truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash Collection trucks.

C. Contractor must offer "push services" to MFD Service Recipients other than those listed above on a subscription basis upon request for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location.

11.01.3.3 Contractor must provide on-premises Collection Service on the same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1624 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,
1625 commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday. This
1626 service must be provided as deemed necessary and determined between Contractor and the MFD Service
1627 Unit, but such service must be received no less than one (1) time per week with no exception for Holiday(s)
1628 as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as
1629 determined between the Service Unit and Contractor as long as the minimum frequency requirement is met.
1630 The size of the Container and the frequency (above the minimum) of Collection will be determined between
1631 the MFD Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid
1632 Waste need be placed outside the Collection Container. Contractor must provide Containers as part of the
1633 Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and
1634 provide their own Compactor provided that the Service Recipient is completely responsible for its proper
1635 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. Contractor
1636 shall operate equipment that is compatible with pre-existing Service Recipient-owned compactors. All other
1637 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1638 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
1639 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1640 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1641 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1642 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1643 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1644 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1645 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1646 or replaced promptly.

1647 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1648 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1649 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1650 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1651 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1652 acceptable alternative.

1653 11.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must make available,
1654 upon request, Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 3.

1655 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1656 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1657 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1658 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1659 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1660 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1661 maintain records documenting all Cart replacements occurring monthly.

11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this Agreement.

11.05.3 Contractor understands and agrees that this provision is intended to be applied on a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5) Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can demonstrate that they (a) have cart storage space constraints and (b) do not generate enough of a waste stream type to justify the larger size of cart. Accordingly, Contractor will be compensated only for the cost of those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this Agreement.

11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five (5) Workdays, at the rate set forth in Exhibit 1.

11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an MFD Service Recipient

1700 within the allowed timeframe, Contractor must replace the dirty Collection Containers with clean Collection
1701 Containers. Any Collection Container cleanings done at a Contractor facility must be done in such a manner
1702 that results in no water entering the City's storm drain system. This service must be provided at no charge to
1703 the Service Recipient, so long as the service is not requested more than once every five years. In addition,
1704 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all
1705 Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper
1706 function. Additional cleanings beyond once every five years will be subject to the Maximum Service Rate set
1707 forth in Exhibit 1.

1708 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
1709 conditions:

1710 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1711 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via
1712 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of
1713 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1714 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1715 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1716 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1717 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the
1718 same written notice as described in this Section.

1719 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1720 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1721 in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and
1722 Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

1723 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and
1724 conditions:

1725 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service
1726 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in
1727 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials
1728 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable
1729 Materials Services are set forth in Exhibit 1.

1730 11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing
1731 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a
1732 minimum of at least one 65-gallon Recyclable Materials Cart per Service Recipient and included in the
1733 Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable Materials Collection Container
1734 sizes to be provided will be based on the total equivalent volume and configured in a manner determined by
1735 the Service Recipient in consultation with Contractor.

11.08.3 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials Cart may be placed beside the Recyclable Materials Cart if flattened.

11.08.4 Recyclable Materials - Improper Procedure. The Contractor is not required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination, Contractor must follow the steps set forth in Section 5.07.

11.08.5 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable Materials Collected as a result of performing Recyclable Materials services must be delivered to the Materials Recovery Facility listed in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

11.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law arise that necessitate any additions or deletions to the services described in this Section, including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to such services.

11.09 MFD Organic Waste Collection Service. This service is governed by the following terms and conditions:

11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 65-gallon Green Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for MFD Organic Waste Collection as set forth in Exhibit 1 for MFD Organic Waste Service greater than the base 32-gallon Organic Waste Cart.

11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection Service scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of Collection will be determined between the Customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's

1773 equipment. All other Collection Containers used by Service Recipients must be owned and supplied by
1774 Contractor.

1775 11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1776 Waste to the Organic Waste Processing Facility listed in Exhibit 7 and agreed upon by the City. Failure to
1777 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1778 Exhibit 4 and may result in Contractor being in default under this Agreement.

1779 11.09.4 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1780 for Collection during the three-week period beginning December 26th each year during the Term of this
1781 Agreement. Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility
1782 for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be
1783 provided at no additional charge to the Service Recipient and shall not be counted as one of the MFD Service
1784 Recipient's free annual Bulky Waste Collections as set forth in Section 11.10. Contractor is not required to
1785 Divert Holiday Trees with tinsel, flocking or ornaments.

1786 11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1787 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1788 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1789 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1790 with Section 5.07.

1791 11.10 MFD Bulky Waste Collection Service. This service is governed by the following terms and
1792 conditions:

1793 11.10.1 Conditions of Service. Contractor must provide MFD Bulky Waste Collection
1794 Service, including the Collection of E-Waste and U-Waste, to all MFD Service Units in the Service Area
1795 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1796 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1797 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1798 vehicle. Upon property manager request, each MFD Service Unit is twice annually entitled to receive Bulky
1799 Waste Collection of up to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a
1800 maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds
1801 per each bag, (d) five (5) E-Waste items, or (e) 1.8 cubic yards of uncontainerized Garbage or Organic
1802 Waste per Dwelling Unit for up to twenty (20) Dwelling Units at no additional cost and expense. For
1803 subsequent Collection in any Calendar Year, the Contractor shall receive compensation from the Customer
1804 at the rate for such service as set in Exhibit 1.

1805 11.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1806 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
1807 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1808 Residential Waste.

11.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

11.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

11.10.4.1 Reuse as is (where energy efficiency is not compromised).

11.10.4.2 Disassemble for reuse or Recycling.

11.10.4.3 Recycle.

11.10.4.4 Disposal.

11.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the Bulky Waste cannot be reused or recycled.

Article 12. Commercial Service

12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide Commercial Collection Services to all Commercial Service Units in the Service Area, including those City Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements supersede Article 12 requirements. This service is governed by the following terms and conditions:

12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Solid Waste, Recyclable Materials, and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-, 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor must also either provide Collection Service from Compactors that are owned by Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need be placed outside the Collection Container. The base Commercial Collection Service will include Commercial Recyclable Materials Service as described in Section 12.05 below, and Commercial Organic Waste Collection Service as described in Section 12.06 below.

12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system, Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient and include at no additional cost one (1) 65-Gallon Blue Recyclable Materials Cart and one (1) 65-Gallon Green Organic Waste Cart service as part of the base bundled Commercial Collection Service. Additional services may be requested by the Commercial Service Recipient. To be exempted from Commercial Recyclable Materials Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to the Contractor. All such exemption applications must be reported and approved by the City.

12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing no earlier than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. If the Commercial Collection Service is adjacent to Residential Premises, and City receives complaints about noise from adjacent residents, City and Contractor will confer, gather any necessary information about the situation, and work together to attempt to find a solution. Contractor will proactively work in good faith to address noise complaints related to specific locations. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial Collection Services for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location, relocking the storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash Collection trucks.

12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service with as little disturbance as possible and must leave any Collection Container in an upright position, with the lid closed, at the same point it originally located, without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

12.01.6 Purchase and Distribution of Collection Containers for New Commercial Service Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5) Workdays of receipt of the request for service.

12.01.7 Replacement of Collection Containers. Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

12.01.7.1 Each Commercial Service Unit is entitled to the replacement of one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every ten (10) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials, and Organic Collection Container per Commercial Service Unit during the aforementioned 10-year period within the Term of the Agreement, in accordance with the "Collection Container Exchange" Maximum Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to such Service Unit within five (5) Workdays.

12.01.8 Repair of Collection Containers. Contractor is responsible for repair of Collection Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

12.01.9 Collection Container Exchange. Upon notification to Contractor by City or a Service Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in Section 12, Contractor must deliver such Collection Containers to such Service Recipient within five (5) Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

12.02 Ownership of Collection Containers. Ownership of Collection Containers distributed by Contractor is vested in Contractor.

12.03 Cleanliness of Collection Containers. Once every five (5) years, starting at the date of signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste Containers, for clean Garbage Recyclable Materials, or Organic Waste Containers. Upon receiving such a request from a Commercial Service Recipient within the allowed timeframe, Contractor must replace the dirty Collection Containers with clean Collection Containers. Any Collection Container cleanings done at Contractor facility must be done in such a manner that results in no water entering the City's storm drain system. This service must be provided at no charge to the Service Unit, so long as the service is not requested more than once every five years. In addition, regardless of whether this exchange is requested by the Service Unit, Contractor will ensure that all Collection Containers are exchanged on an as-needed basis so as to maintain a clean appearance and proper function. Additional exchanges beyond once every five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

12.04 Commercial Garbage Collection Service.

12.04.1 Conditions of Service. Contractor must provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in Garbage Collection Containers, where the Garbage Collection Containers are accessible.

12.04.2 Size and Frequency of Service. This service must be provided as deemed necessary and determined between Contractor and the Commercial Service Unit, but such service must be received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service Unit and Contractor as long as the minimum frequency requirement is met. The size of the Container and the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be placed outside the Collection Container. Contractor must provide Containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.04.3 Non-Collection. Contractor is required to Collect any Commercial Solid Waste that is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage Collection Container because of overflow. In the event of non-collection, Contractor must provide the following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the same written notice as described in this Section.

12.04.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

12.05 Commercial Recyclable Materials Service. This service is governed by the following terms and conditions:

12.05.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial Recyclable Materials Services are set forth in Exhibit 1.

12.05.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a minimum of at least one 65-gallon Blue Recyclable Materials Cart per Service Recipient at

no additional cost as part of the base service and included in the Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor.

12.05.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection Container at the option of the Service Recipient. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed outside the Collection Container. Contractor may charge for Commercial Recyclable Materials Services above the weekly trash volume equivalent and must provide Recyclable Materials Collection Containers as a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.05.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination, Contractor must follow the steps as set forth in Section 5.07.

12.05.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of performing Recyclable Materials Services must be delivered to the Materials Recovery Facility listed in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

12.05.6 Recyclable Materials - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to such work.

12.05.7 Additional Recyclable Materials Collection Containers. Contractor must provide additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

1993 12.06 Commercial Organic Waste Collection Service. This service is governed by the following
1994 terms and conditions:

1995 12.06.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1996 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly
1997 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
1998 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
1999 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,
2000 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste
2001 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers
2002 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit
2003 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
2004 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
2005 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
2006 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such
2007 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur
2008 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names
2009 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste
2010 Collection.

2011 12.06.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
2012 Waste to the Organic Waste Processing Facility listed in Exhibit 7. Failure to comply with this provision may
2013 result in assessment of Administrative Charges and Penalties as specified in Exhibit 4 and may result in
2014 Contractor being in default under this Agreement.

2015 12.06.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
2016 Collection frequency requirements as they may apply during the Term of this Agreement. If any such
2017 changes to Collection frequency are adopted after Commencement Date that result in Contractor being
2018 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to
2019 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,
2020 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the
2021 Maximum Service Rates.

2022 12.06.4 Base Commercial Organic Waste Service. All Commercial Service Recipients
2023 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent
2024 volume of at least one (1) 32-gallon Green Organic Waste Cart per Service Recipient at no additional cost
2025 as part of the base service included in the Bundled Service rate. The actual configuration of Organic Waste
2026 Collection Container sizes to be provided will be based on the total equivalent volume and configured in a
2027 manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for
2028 Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service
2029 greater than the base 32-gallon Organic Waste Cart.

2030 12.06.5 Size and Frequency of Service. This service will be provided as deemed necessary
2031 and determined between Contractor and the Service Recipient, but such service must be received no less

than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of Collection will be determined between the Customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.06.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable Materials. Furthermore, Contractor is not required to Collect Organic Waste that is contaminated through commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow the steps set forth in Section 5.07.

12.06.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate any additions or deletions to the services described in this Section, including the type of items included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to such services.

12.06.8 Additional Organic Waste Collection Containers. Contractor must provide additional Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.

Article 13. Industrial Service

13.01 Contractor shall provide temporary Bin and Roll-Off Container service, including Construction and Demolition Debris Bins, to Service Recipients. Contractor must offer temporary Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Bin or Roll-Off Container within one (1) Business Day of request. The size of the Container and the frequency of Collection will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation for Temporary Bin and Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1. Contractor shall also offer discounts on temporary Roll-Off Container Service Rates for homeowner's associations when requested, for a discount of up to 25% of the standard Service Rates for the requested service, provided that the request originates from the homeowner's association management, and provided that the Roll-Off Container(s) will be used for a community-based clean-up project.

13.02 Contractor shall provide monthly Roll-Off Container service, including Construction and Demolition Debris Bins, to Service Recipients. Contractor may offer monthly Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Roll-Off Container within one Business Day of

request. Contractor must also either provide Collection Service from Compactors that are owned by Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency of Collection will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation for monthly Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1.

2075 13.03 Hours of Collection. Industrial Collection Service must be provided commencing no earlier
2076 than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. If the
2077 Commercial Collection Service is adjacent to Residential Premises, then Collection service will be provided
2078 no earlier than 7:00 a.m. Monday through Friday and 8:00 a.m. on Saturday. The hours, day, or both of
2079 Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written
2080 consent of the Agreement Administrator.

Article 14. City Services

14.01 City Collection Services.

14.01.1 Contractor shall provide Garbage, Recyclable Materials, and Organic Waste Collection Services to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and where applicable, subject to the conditions in this Section), where the Containers are not blocked and are accessible by Contractor's Collection Vehicles. City may update Exhibit 2 annually.

14.01.2 Bulky Waste Collection Service. Contractor shall Collect Bulky Waste, including E-Waste and U-Waste, from City Services Units as listed on Exhibit 2 on an on-call basis on the same terms and conditions as are provided to SFD Service Units per Section 10.10. Contractor shall provide up to twelve (12) 40-yard debris boxes annually for community clean-ups.

14.01.3 Public Garbage Cans and City Transit Shelters. Contractor shall provide Garbage Collection services to public trash cans and City-owned bus stops not less than three (3) days per week. Collection service shall include power-washing public trash cans and maintaining cleanliness in and around the trash cans on an annual basis. City public trash cans and Transit Shelter Garbage Collection Service Areas are specified in Exhibit 2.

14.01.4 Development Review. Contractor, upon City's request, shall assist the City in the review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial and multi-family projects, to provide for effective and economical accumulation and Collection of Solid Waste.

14.01.5 Abandoned Waste Removal. Upon request from the Agreement Administrator or other authorized City staff, Contractor shall provide abandoned waste removal services within twenty-four (24) hours. Contractor shall be responsible for loading or arranging for loading of abandoned waste. Contractor shall Collect, transport, and deliver abandoned waste to the Disposal Facility, the Materials Recovery Facility, or Organic Waste Processing Facility as appropriate given the characteristics of the abandoned waste. Contractor shall Collect, transport, and process the abandoned waste from up to fifty (50)

2106 abandoned waste incidents identified by the City each Agreement Year at no charge to the City. Contractor
2107 shall do all of the following:

2108 (a) Contractor will Collect Abandoned Waste discarded along roads at locations identified
2109 by the City (which may include reports of locations by members of the public to the City
2110 or to Contractor from City staff).

2111 (b) Contractor shall respond to requests from the City to Collect abandoned waste on City
2112 Premises.

2113 (c) Contractor shall proactively Collect any and all Abandoned Waste from designated Hot
2114 Spots identified by the City, on a schedule set by the City.

2115 (d) Contractor shall proactively Collect any and all unreported Abandoned Waste that is
2116 discovered during the course of regular Collection Service.

2117 (e) Contractor shall cooperate with City in any investigation and prosecution of illegal
2118 dumping and collect abandoned waste from cleared homeless encampments.

2119 (f) Contractor shall clean up all abandoned waste and debris within a 10-foot radius of
2120 each Abandoned Waste Collection site.

2121 (g) Each Abandoned Waste Collection incident shall equate to no more than four (4) cubic
2122 yards of debris. Any additional volume above four (4) cubic yards of debris shall be
2123 considered a second incident.

2124 If Contractor is directed by City to Collect abandoned waste more than fifty (50) times in a year as described
2125 above, Contractor shall be entitled to charge the City for Collected materials exceeding fifty(50) Collections
2126 per Agreement Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

2127 14.01.6 Contractor shall publicize, to the satisfaction of City, two options for members of the
2128 public to use to report abandoned waste and illegal dumping. The first option, which is preferred by the City,
2129 is for the public to use the City's free smartphone application, Pinole Connect. This option should always be
2130 listed first in publicity materials. The second option is the Contra Costa Clean Water Program toll free number
2131 1-800-NO DUMPING.

2132 14.01.7 City-Sponsored Events. Upon request by the City, Contractor shall provide
2133 Garbage, Recyclable Materials, and Organic Waste Containers and Collection Services at up to twelve (12)
2134 City-Sponsored Events annually at no cost to the City. Containers shall be delivered and picked up on the
2135 same day as each event, to prevent unauthorized use of the Containers.

2136 14.01.8 City Dumpster Service. Upon request from City, and at no additional cost to City,
2137 Contractor shall provide Roll-Off Containers for large-scale City clean-ups, provided that City provides one
2138 week of advance notice to Contractor. Examples of large-scale City clean-ups may include creek desilting
2139 events, encampment clean-ups, City Facility move-out days, fire prevention clean-up events, tenant
2140 improvements at City Facilities, and other miscellaneous activities on City or public property that involve
2141 large quantities of debris. Contractor shall provide up to four (4) 40-yard Roll-Off Containers, or three (3) 40-
2142 yard Roll-Off Containers plus one 10-cubic-yard low-wall wet dumpster, per event, for up to eight (8) events

2143 per year. Containers shall be delivered and picked up on the same day as each clean-up, to prevent
2144 unauthorized use of the Containers.

2145 14.02 City Collection Conditions of Service. City Collection Services shall be governed by the
2146 following terms and conditions:

2147 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general
2148 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the
2149 City excepting excess service as provided in this Article and warrants that such service shall neither impact
2150 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2151 14.02.2 Contractor shall receive written permission from the City before placing any
2152 Collection Containers on City-owned property for service, except that no such permission shall be needed
2153 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2154 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection
2155 Vehicles in City parking lots.

2156 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally
2157 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,
2158 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such
2159 services.

2160 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,
2161 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving
2162 service, and the Container volume and Collection frequency provided to any City Service Unit, by written
2163 notice to Contractor.

2164 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to
2165 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys, and shall pay for
2166 the replacement cost of keys if replacements are needed.

2167 14.03 Disposal Services. The City shall have the privilege of depositing non-hazardous solid
2168 wastes, including sludge, that require no special handling produced by regular municipal operations and
2169 collected by municipal employees on municipally owned property at the Golden Bear Transfer Station at no
2170 cost to the City.

2171 14.04 HHW Drop-Off Reimbursement Program for City Service Units. If City Service Unit delivery
2172 of HHW to the West Contra Costa County Household Hazardous Waste Facility is no longer free to the City,
2173 and subject to the terms and conditions of Section 30.01, Contractor shall provide reimbursement to City for
2174 any costs accrued by City Service Unit delivering HHW to the West Contra Costa County Household
2175 Hazardous Waste Facility. City shall provide reimbursement requests with back-up documentation quarterly,
2176 and Contractor shall provide reimbursement quarterly, to be determined via meet and confer per Section
2177 6.06.3. The agreed upon payment amount shall increase annually by the CPI Adjustment Calculation in
2178 Section 6.03.1.

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2180

Article 15. Additional Services

2181 15.01 Neighborhood Clean-Up Events ("Dumpster Days"). Contractor shall provide Collection
2182 Services at Neighborhood Clean-Up Events (also known as "Dumpster Days") at a maximum of twelve (12)
2183 per year upon request by City. Each event shall occur on a Saturday between the hours of 8:00 a.m. and
2184 12:00 p.m. at a location selected by the City and shall be limited to SFD and MFD Service Recipients within
2185 the City. At no cost to the City, the Contractor shall provide up to five (5) 40-yard Roll-off Containers for Solid
2186 Waste, one (1) 20-yard Roll-Off Container for metals, and one (1) 20-yard Container for Green Waste per
2187 event. The services shall be provided in a manner that meets all needs of the Neighborhood Clean-Up Event.
2188 The Agreement Administrator shall notify Contractor in writing or email not less than three (3) weeks prior to
2189 the date of each Neighborhood Clean-Up Event. The events must not occur during the week of a Holiday.
2190 Contractor shall prepare and distribute Neighborhood Clean-Up Event notices to SFD and MFD Service
2191 Recipients no later than one (1) week prior to each event. At a minimum, the notices shall include the dates
2192 and hours of operation, locations of the Collection sites, and acceptable materials for Collection. Contractor
2193 may separately electronically transmit the notices or provide the notices as billing inserts to each SFD and
2194 MFD Service Recipient. Contractor shall provide Spanish-translated notices upon request by the City. The
2195 costs of production, printing, mailing and all associated costs for the notices shall be borne by Contractor.
2196 Contractor shall also provide their information in digital format to the City.

2197 15.02 Recovered Organic Waste Procurement. In the event that support with recovered Organic
2198 Waste procurement is no longer provided by the West Contra Costa Integrated Waste Management Authority,
2199 Contractor shall assist the City in meeting the SB 1383-mandated recovered Organic Waste procurement
2200 target. At no cost to the City, Contractor must assist City in arranging for produced Compost, mulch, or other
2201 recovered Organic Waste products to comply with SB 1383 procurement requirements to be delivered in
2202 qualities, quantities, locations, and times agreed on between City and Contractor. Such Contractor assistance
2203 can be in the form of backhauling materials or setting aside locations for Service Recipients to pick up
2204 produced Compost/mulch at an approved facility. Contractor agrees to provide up to one thousand (1,000)
2205 cubic yards of Compost or 2,000 cubic yards of mulch to the City annually. The services described in this
2206 section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2207 Section 30.01.

2208 15.03 Compost Giveaway Events. In the event that Compost is no longer provided by the West
2209 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2210 30.01, Contractor will provide at least two Compost giveaway events per year for City residents. Contractor
2211 shall make available at least sixty (60) cubic yards of Compost on an annual basis at no additional cost to
2212 City. The location, date, and time of such events shall be mutually agreed upon by Contractor and City. The
2213 services described in this section are not effective until such time as the City and Contractor agree to a City-
2214 Directed Change per Section 30.01.

2215 15.04 Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer
2216 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2217 conditions of Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's

2218 Edible Food Recovery program as required under SB 1383. Contractor support may include educating
2219 commercial Edible Food generators, providing records of site visits, conducting education efforts, providing
2220 lists of food recovery organizations, and coordinating with Agreement Administrator. Contractor will assist the
2221 City in conducting Food Waste and Green Waste surveys and Diversion programs by providing accurate and
2222 timely service data, conducting site visits, and distributing materials. The services described in this section
2223 are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2224 15.05 HHW and Extended Producer Responsibility Drop-Off Events. In the event that similar
2225 events are no longer provided by the West Contra Costa Integrated Waste Management Authority, and
2226 subject to the terms and conditions of Section 30.01, Contractor shall provide a minimum of two City-wide
2227 HHW (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet, and mattress Collection
2228 drives on an annual basis. The events shall be conducted by Contractor at no cost of any kind to the City.
2229 Contractor will schedule Collection events with City approval and advertise the drop-off events not less than
2230 one week prior to the scheduled Collection event, but no more than one month prior to the scheduled
2231 Collection event. All textile, carpet, and mattresses Collected through this program shall be Diverted from the
2232 landfill, either through donation to a local non-profit organization or through other means of Diversion.
2233 Contractor must arrange for appropriate disposal of all HHW generated by each event. The services
2234 described in this section are not effective until such time as the City and Contractor agree to a City-Directed
2235 Change per Section 30.01.

2236 15.06 HHW Drop-Off Site. In the event that the City's HHW is no longer accepted by the West
2237 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2238 30.01, Contractor will provide at least one HHW drop-off site within the City limits and provide free HHW drop-
2239 off services to City residents. The services described in this section are not effective until such time as the
2240 City and Contractor agree to a City-Directed Change per Section 30.01.

2241 15.07 Sharps Collection Program. In the event that sharps collection services are no longer
2242 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2243 conditions of Section 30.01, home-generated sharps, such as needles, syringes, and lancets, shall be placed
2244 in a sharps Container and removed from the regular waste stream to minimize exposure to Solid Waste
2245 workers and Recyclable Materials processors. To ensure sharps are handled in an appropriate manner,
2246 Contractor shall provide, upon request, postage-paid mail-back sharps Containers as follows. In addition,
2247 Contractor shall promote this program in newsletters and in other forms of outreach as determined by City.
2248 The services described in this section are not effective until such time as the City and Contractor agree to a
2249 City-Directed Change per Section 30.01.

2250 15.07.1 Each SFD Service Recipient shall be provided with up to one postage-paid mail-
2251 back sharps Container per year at no additional cost. Seniors shall be provided with up to two postage-paid
2252 mail-back sharps Containers per year at no additional cost.

2253 15.07.2 Each MFD dwelling within an MFD Service Unit, up to 20 dwellings per Service Unit,
2254 shall be provided with up to one postage-paid mail-back sharps Container per year at no additional cost.
2255 Seniors shall be provided with up to two postage-paid mail-back sharps Containers per year at no additional
2256 cost.

2257 15.07.3 Contractor shall provide to the City on an annual basis not less than 200 postage-
2258 paid mail-back Sharps Containers for City staff to distribute at special events.

2259 15.08 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to
2260 the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping,
2261 collection of data, waste stream sampling, and compilation of reports.

2262 **Article 16. Collection Routes**

2263 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely
2264 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2265 16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within
2266 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student
2267 arrival window(s) or the school's daily afternoon student departure window(s).

2268 16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste
2269 Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited
2270 route changes that may be necessary for new development and subject to review and approval by the City.
2271 After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency,
2272 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty
2273 (60) calendar days prior to the proposed date of implementation. Any such initial routing change may not
2274 affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and approval.

2275 16.04 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
2276 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
2277 implementation. Contractor may not implement any route changes without the prior review and approval of
2278 the Agreement Administrator. If the change will change the Collection day for a Service Recipient, Contractor
2279 must notify those Service Recipients in writing of route changes not less than thirty (30) days before the
2280 proposed date of implementation.

2281 16.05 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
2282 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
2283 agents designated by the Agreement Administrator to ride in the Collection Vehicles to conduct the audits.
2284 Contractor has no responsibility or liability for the salary, wages, benefits, or worker compensation claims of
2285 any person designated by the Agreement Administrator to conduct such audits.

2286 **Article 17. Minimum Performance Standards**

2287 17.01 **Billing Audit and Performance Reviews.**

2288 17.01.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is
2289 to determine that the amount which the Contractor is billing each Customer is correct regarding the level of
2290 service (i.e., frequency of Collection, size of Container, location of Container) at the rates approved by City
2291 Council resolution. The Contractor shall review Customer accounts not less than annually and provide a

2292 written certification to the City that all such billing is correct. The documentation of the review, as well as
2293 verification that any errors have been corrected, should be provided to the City annually.

2294 17.01.2 Billing Audit and Performance Reviews. City may conduct billing audit and
2295 performance reviews (together, “reviews”) of Contractor’s performance during the Term of this Agreement,
2296 as provided herein. City may conduct two (2) full reviews during the Initial Term of this Agreement. The
2297 purpose of these full reviews will be as described in Section 17.01.2.2 below.

2298 17.01.2.1 Selection and Cost. The reviews will be performed by the City or
2299 a qualified firm under contract with the City. City will have the final responsibility for the selection of the firm.
2300 City may conduct the two (2) reviews at any time during the Term of the Agreement, but not more frequently
2301 than once per year.

2302 17.01.2.2 Purpose. The reviews will be designed to verify: that Customer
2303 billing rates have been properly calculated and correspond to the level of service received by the Customer,
2304 that Contractor is correctly billing for all services provided, that Franchise Fees and other fees required
2305 under this Agreement have been properly calculated and paid to City, that Contractor is in compliance with
2306 the reporting requirements and performance standards of this Agreement, the Diversion percentages
2307 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may
2308 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
2309 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
2310 and document the items in the Agreement that can be objectively evaluated, including those that require
2311 Contractor to meet specific performance standards, submit information or reports, perform additional
2312 services, or document operating procedures. This information will be documented and be formatted in a
2313 “compliance checklist”, with supporting documentation and findings tracked for each of the identified items.
2314 The review will specifically include a determination of Contractor’s compliance with the Diversion
2315 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its
2316 designated consultant) may review the Customer service functions and structure utilized by Contractor.
2317 This may include Contractor’s protocol for addressing Customer complaints and service interruption
2318 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and
2319 addressing complaints. On-site and field observations by City (or its designated consultant) may include,
2320 but are not necessarily limited to:

2321 17.01.2.3 Interviews and discussions with Contractor’s administration and
2322 management personnel.

2323 17.01.2.4 Review and observation of Contractor’s Customer service
2324 functions and structure.

2325 17.01.2.5 Review of public education and outreach materials.

2326 17.01.2.6 Interviews and discussions with Contractor’s financial and
2327 accounting personnel.

2328 17.01.2.7 Interviews with route dispatchers, field supervisors, and
2329 managers.

2330 17.01.2.8 Interviews with route drivers.

2331 17.01.2.9 Interviews with vehicle maintenance staff and observation of
2332 maintenance practices.

2333 17.01.2.10 Review of on-route Collection Services, including observation of
2334 driver performance and Collection productivity and visual inspection of residential routes before and after
2335 Collection to evaluate cart placement and cleanliness of streets.

2336 17.01.2.11 Contractor's Cooperation. Contractor shall cooperate fully with the
2337 review and provide all requested data, including operational data, financial data, and other data reasonably
2338 requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may
2339 result in assessment of Administrative Charges and Penalties as specified in Exhibit 4.

2340 17.01.3 Additional Billing Audit and Performance Review. If the Billing Audit and
2341 Performance Review concludes that Contractor is not in compliance with all terms and conditions of this
2342 Agreement and such non-compliance is deemed material by the City, Contractor is subject to Administrative
2343 Charges and Penalties as described in Exhibit 4 as well as reimbursement to the City for the full cost of the
2344 audit plus any underpayments discovered during the Audit. Additionally, City may conduct an Additional
2345 Billing Audit and Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that
2346 Contractor has cured any such area of non-compliance. For the purposes of a determination of non-
2347 compliance under this Agreement, Audit findings which result in underpayments of \$100,000 or more shall
2348 be deemed material. These payment amounts shall increase annually by the CPI Adjustment Calculation in
2349 Section 6.03.1.

2350 17.01.4 City Requested Program Review. City reserves the right to require Contractor to
2351 periodically conduct reviews of the Garbage, Recyclable Materials, and Organic Waste Collection Service
2352 programs, provided that such reviews are reasonable and can be accomplished at no additional cost to
2353 Contractor and without interfering with Contractor's operations. Such reviews could assess one or more of
2354 the following performance indicators: average volume of Recyclable Materials per set-out per Customer,
2355 average volume of Organic Waste per set-out per Customer, participation level, contamination levels, etc.
2356 Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review
2357 and agree on the method, scope, and data to be provided by Contractor. Failure of Contractor to submit
2358 requested data or information to City within fifteen (15) Workdays of a request may result in assessment of
2359 Administrative Charges and Penalties as specified in Exhibit 4.

2360 17.02 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
2361 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
2362 investigate Customer participation levels and set-out volumes, and/or evaluate and monitor program results
2363 related to Garbage, Recyclable Materials, and Organic Waste Collected in City by Contractor, provided that
2364 such cooperation can be accomplished at no additional cost to Contractor and without interfering with

2365 Contractor's operations. Failure of Contractor to submit requested data or information to City within fifteen
2366 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
2367 in Exhibit 4.

2368 **Article 18. Collection Equipment**

2369 18.01 General Provisions. All equipment used by Contractor in the performance of services under
2370 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
2371 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be
2372 designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must
2373 be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing,
2374 or falling from the vehicles. All trucks and Containers must be watertight and must be operated so that liquids
2375 do not spill during Collection or in transit.

2376 18.02 Bulky Waste. Vehicles used for Collection of Bulky Waste may not use Compactor
2377 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
2378 gases from pressurized appliances.

2379 18.03 Collection Vehicles. Contractor must use Collection Vehicles as listed in the schedule
2380 included in Exhibit 6 and may not use any Collection Vehicle that is more than ten (10) years old during the
2381 Term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
2382 address within the City and shall report all purchases of Collection Vehicles under this Agreement as
2383 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,
2384 which must be renewable natural gas (RNG), liquefied natural gas (LNG), CNG, or electric unless otherwise
2385 pre-authorized by the City in writing. If, during the Term of the Agreement, new technologies are available
2386 (such as hybrid or electric powered Collection vehicles), the City or the Contractor may request/negotiate
2387 implementation of such new Collection vehicles, with a corresponding change to the Maximum Service Rates
2388 to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide
2389 its Collection Vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air
2390 requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air
2391 Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of
2392 Regulations, Title 13, Sections 2020 et seq., the California Air Resources Board Advanced Clean Fleets
2393 Regulation as outlined in California Code of Regulations, Title 13, Sections 2013 et seq., the Federal EPA's
2394 Highway Diesel Fuel Sulfur regulations, and all other applicable air pollution control laws.

2395 18.03.1 Zero Emission Vehicle Technology Transition. City and Contractor shall proactively
2396 take such steps as are necessary to plan for, and upon City direction execute, transition of the Contractor's
2397 Collection Vehicles to reliance on electricity or other zero emission technologies as a fuel source. Contractor
2398 shall report to the City no less than annually on the status of the transition. The City and Contractor shall, no
2399 less than annually, confer on the degree to which it is technologically and economically feasible to transition
2400 some or all Collection Vehicles to electricity or other zero emission technology. In determining whether it is
2401 economically feasible to transition Collection Vehicles per Section, the City and Contractor shall review and
2402 evaluate Contractor's current and historical finances and profitability. Upon a determination by the City that
2403 it is technologically and economically feasible to transition some or all Collection Vehicles to electricity or

2404 other zero emissions technology, Contractor shall proceed to purchase and operate such vehicles on a
2405 schedule mutually agreed to by Contractor and City, and subject to agreement regarding changes in
2406 Contractor's Compensation that are reasonable and necessary for the transition. Contractor shall be entitled
2407 to a change in Contractor's Compensation for construction of an electric charging or other fueling station,
2408 subject to the mutual agreement of the City and Contractor and approval of the City Council. Contractor will
2409 coordinate with the City in finding or constructing a suitable charging or other fueling station for Contractor's
2410 electric or other zero emission Collection Vehicles.

2411 18.04 Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted
2412 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum
2413 speed. Contractor shall furnish the City, at no additional cost or expense, any software and equipment
2414 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.
2415 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location
2416 stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera
2417 data must be made available to City upon request. Failure of Contractor to make data or information available
2418 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and
2419 Penalties as specified in Exhibit 4.

2420 18.05 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use
2421 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation
2422 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the
2423 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
2424 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
2425 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section
2426 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed
2427 Administrative Charges and Penalties as specified in Exhibit 4 as a result of exceeding an overweight vehicle
2428 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle
2429 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar
2430 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to
2431 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a
2432 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary
2433 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but
2434 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to
2435 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to
2436 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
2437 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss
2438 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
2439 anticipated, or in response to an actual, emergency event.

2440 18.06 Registration; Inspection. All vehicles used by Contractor in providing Solid Waste
2441 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be
2442 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected
2443 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request

2444 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and
2445 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code
2446 Sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway
2447 Patrol.

2448 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
2449 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
2450 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
2451 Code, as may be amended from time to time.

2452 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
2453 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
2454 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
2455 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its
2456 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic
2457 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable
2458 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such
2459 promotion to be utilized from time to time to encourage correct Recycling, reduce contamination, and provide
2460 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this
2461 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by
2462 the Agreement Administrator, but not less often than once every five years.

2463 18.09 Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins of any service
2464 type furnished by Contractor must be either painted or galvanized, in compliance with all applicable color
2465 specifications as set forth by CalRecycle. For purposes of this Agreement, all metal Bins will be in compliance
2466 with all applicable color specifications as set forth by CalRecycle via the color of the Bin's lid. All metal or
2467 plastic Bins and Roll-off Containers must display Contractor's name, Contractor's customer service telephone
2468 number, and the number of the Bin or Roll-off Container and must be kept in a clean and sanitary condition.
2469 Bins must also have labels that comply with Section 20.10 of this Agreement. Bins and Roll-off Containers
2470 should be free of dents and graffiti and newly painted at the start of this Agreement and painted as needed
2471 to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once
2472 every three years. Bins and Roll-off Containers may be subject to periodic, unscheduled inspections by City,
2473 and determination as to sanitary condition will be made by City.

2474 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
2475 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
2476 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
2477 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California
2478 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
2479 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
2480 and reports available for inspection upon request by the Agreement Administrator.

2481 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification
2482 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.

2483 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
2484 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
2485 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass
2486 such inspection.

2487 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
2488 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be
2489 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a
2490 week.

2491 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
2492 The log must always be accessible to City by physical inspection upon request of Agreement Administrator,
2493 and must show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or
2494 initially leased, dates of performance of routine maintenance, dates of performance of any additional
2495 maintenance, and description of additional maintenance performed.

2496 18.13 Equipment Inventory. On or before July 1, 2025, Contractor shall provide to City an
2497 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
2498 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
2499 Contractor-assigned identification number, DMV license number, the age of the chassis and body, the type
2500 of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,
2501 the decibel rating, and the maintenance and rebuild status. Contractor must submit an updated inventory,
2502 either via email or via electronic document sharing site (e.g., Dropbox), to the Agreement Administrator, either
2503 annually or more often, at the request of the Agreement Administrator. Each inventory must also include the
2504 tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle
2505 inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the
2506 requirements of this Agreement.

2507 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection
2508 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve
2509 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the
2510 contractual duties.

2511 18.15 RNG Fuel Procurement Credits. Contractor agrees to coordinate and cooperate with the
2512 City to meet its Recovered Organic Waste Product procurement target, as defined in, and required by
2513 Applicable Law. In support of that objective, the City will receive any applicable SB 1383 Recovered Organic
2514 Waste Product procurement credits for all RNG used by the Contractor to power Contractor's Collection
2515 vehicles as allowed by the Applicable Law and within the time provided therein.

2516 **Article 19. Contractor's Office**

2517 19.01 Contractor's Office. Contractor shall maintain an office in the City of Richmond or closer,
2518 California, that is accessible to persons with disabilities as required by the Americans with Disabilities Act
2519 (ADA). Such office must be equipped with enough telephones so that all Collection Service-related calls

2520 received during normal business hours are answered by an employee within five (5) rings. The office must
2521 have responsible persons in charge during Collection hours and must be open during normal business hours
2522 (8:00 a.m. to 5:00 p.m. on Monday through Friday). Contractor must provide either a local or toll-free
2523 telephone number that connects to the call center described in Section 19.02, and a telephone answering
2524 service or mechanical device to receive Service Recipient inquiries during those times when the office is
2525 closed. Calls received after normal business hours must be addressed the next Workday morning.

2526 19.02 Customer Service Call Center. Contractor must maintain a Customer Service call center
2527 within the United States. Such office must be equipped with enough telephones so that all customer service-
2528 related calls are answered by an employee within five (5) rings if they are received during normal business
2529 hours (8:00 a.m. to 5:00 p.m. on Monday through Friday).

2530 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
2531 emergency phone number where the Contractor can be reached outside of the required office hours.

2532 19.04 Multilingual/Telecommunications Device for the Deaf (TDD) Service. Contractor must
2533 always maintain the capability of responding to telephone calls in English, Spanish, and such other languages
2534 as City may direct. Contractor must always maintain the capability of responding to telephone calls through
2535 TDD Services.

2536 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
2537 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all
2538 calls, including any inquiries, service requests, or complaints, into a customer service log.

2539 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.
2540 Any call "on-hold" more than 1.5 minutes must have the option to remain "on-hold" or request a "call-back"
2541 from a customer service representative. Contractor's customer service representatives must return Service
2542 Recipient calls. For all messages left before 3:00 p.m., all "call backs" must be attempted a minimum of one
2543 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" must be
2544 attempted a minimum of one time prior to noon the next Workday. Contractor must make minimum of three
2545 (3) attempts within one (1) Workday of the receipt of the call. If Contractor is unable to reach the Service
2546 Recipient on the next Workday, Contractor must send a postcard, email, or text, as indicated by the Service
2547 Recipient, to the Service Recipient on the second Workday after the call was received, indicating that the
2548 Contractor has attempted to return the call.

2549 **Article 20. Contractor Support Services**

2550 20.01 Sustainability/Compliance Representative. In the event that such a service is no longer
2551 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2552 conditions of Section 30.01, Contractor will hire staff, including at least one dedicated full-time
2553 Sustainability/Compliance Representatives to work exclusively within the Authority service area, as of the
2554 Commencement Date, to conduct site visits and provide outreach and education in support of meeting
2555 Franchise and CalRecycle Diversion requirements and to meet State mandates associated with Applicable
2556 Law and all amendments and related subsequent legislation. The Sustainability/Compliance Representatives

2557 shall be available as needed to meet with the City and conduct site visits to implement Recyclable Materials
2558 and Organic Waste programs in the Service Area at least four days a week throughout the year. City may
2559 request monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling
2560 programs, Billing or Service Recipient service issues, and day-to-day operations. The services described in
2561 this section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2562 Section 30.01.

2563 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit,
2564 and implement an annual (Calendar Year) Sustainability and Compliance Plan ("Plan"), which will guide
2565 Contractor's staff's work efforts. This Plan will include measures to meet Diversion targets, increase
2566 Diversion, and increase participation of Service Recipients in Recyclable Materials and Organic Waste
2567 Diversion programs, and should target certain Recyclable Materials or "problem" areas, including Recyclable
2568 Materials and Organic Waste sorting and contamination, within Contractor's Service Area where
2569 improvements can be maximized. Planned outreach and education services and outreach materials should
2570 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to
2571 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling
2572 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-
2573 the-art public outreach and education services throughout the Term of this Agreement by providing outreach
2574 materials to Service Recipients electronically (via email and social media). Contractor must submit first year
2575 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of
2576 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall
2577 review, provide comments, approve all education, and outreach materials. Contractor must revise and submit
2578 final Plan to City by December 1, 2025, for first year and then each year thereafter for the Term of the
2579 Agreement. Contractor's Plan is provided in Exhibit 8.

2580 20.02.1 Approach to Meeting City's Diversion Requirements. Contractor must document
2581 approach to meeting City's Diversion requirements by specific Diversion program type (SFD, MFD,
2582 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and
2583 public education programs. This must include an implementation schedule showing the specific programs
2584 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2585 20.02.2 Environmental Stewardship. Contractor must describe all environmental
2586 management policies and activities related to the Solid Waste Collection service, including the use of
2587 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled
2588 products throughout operations, internal waste reduction and reuse protocol, water and resource
2589 conservation activities within facilities (design, construction and operation), compliance with laws governing
2590 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2591 20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain
2592 at minimum one (1) piece of educational material that addresses:

2593 (a) The foundational role that commodities markets and transportation costs play in current
2594 Recycling systems.

- 2595 (b) The importance of keeping recyclables empty, clean, and dry.
- 2596 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials
2597 Containers.
- 2598 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:
- 2599 (a) The Organic Waste stream standards of the local transfer and processing facilities that
2600 receive City Organic Waste.
- 2601 (b) The related importance of keeping prohibited materials out of the City's Organic Waste
2602 stream.
- 2603 (c) The potential end uses of Compost depending on the material's quality and levels of
2604 contamination.

2605 20.03 School Education and Outreach. Contractor shall develop and utilize a program to educate
2606 on proper Recycling that offers tools to assist with proper Recycling for all ages. Educational information
2607 should include brochures, school resources such as Recycling curriculums, children's activity flyers, posters,
2608 myth busters, and Recycling art activities. Contractor shall develop and distribute educational material and
2609 conduct onsite outreach annually to all school campuses in the franchise area. Materials must be approved
2610 by City before distribution. Examples include Recyclable Materials list, Recycling tips, battery and bulb
2611 education, Food Waste Collection, and donation, and HHW education. Educational material shall be
2612 distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must
2613 be completed by November 30th annually.

2614 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance
2615 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or
2616 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for
2617 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of
2618 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month
2619 following the end of the quarter.

2620 20.05 Technical Assistance.

2621 20.05.1 Site Visits. Contractor shall provide comprehensive Recycling technical assistance
2622 to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable
2623 Materials and Organic Waste Collection services and reducing Solid Waste Collection service. The technical
2624 assistance services shall conform with the following performance expectations per month:

Task	Minimum Number of related actions taken
<i>Phone Calls</i>	20
<i>In-Person Site Visits (i.e., Customer contact)</i>	40

Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable Materials and Organic Waste Collection program participation and provide recommendations to Customers on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide and/or restock posters, "how to" guides, personal Recyclable Materials baskets/bags for MFD tenants, and any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic Waste Containers if necessary. This program shall also involve preparation and presentation of reports to the City on the Contractor's efforts and results of the technical assistance efforts.

20.05.2 Compliance Reviews.

20.05.2.1 General Requirement. At least once annually, beginning in 2026, Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service, to determine whether such Customers are subscribed for Organic Materials Collection service or have an applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly scheduled report to City.

20.05.2.2 Site Visit Requirement for Non-Compliance. Contractor shall conduct a site visit to each Commercial and MFD Customer in City that is determined to (a) not be enrolled in 3-Container Collection service, and (b) not be eligible for a waiver based on the City determination. Contractor shall conduct in-person site visits (i.e., direct Customer contact) to provide educational material about the law's requirements to Commercial and MFD Customers at least once every 3 years.

20.05.2.3 Site Visit Requirement for All Customers. All Commercial and MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting procedures and sizing of Containers at least once every 5 years.

20.06 Education and Outreach Materials. Contractor must implement public education and outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public events and host booths to promote Recycling education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to the community. Contractor shall use a variety of options, such as local paper, news, websites, and social media, as well as in-person visits to Homeowners Associations, schools, and civic groups to distribute information and education about City Solid Waste and Recyclable Materials programs and events. In terms of social media and websites, Contractor shall make their best effort to share information through platforms that are commonly used and culturally relevant, including platforms that are known to reach younger populations and Spanish-speaking populations. Examples may include Instagram, WhatsApp, NextDoor, and TikTok, though that list is expected to become outdated within a year or two. All educational and outreach materials shall be provided in English and Spanish, and City may direct some or all materials to also be produced in other languages to be determined.

20.06.1 Quarterly Newsletters. In the event that newsletters are no longer distributed to Service Recipients by West Contra Costa Integrated Waste Management Authority, Contractor shall

distribute educational material to Service Recipients a minimum of once a Quarter by mail or electronically. These materials should include tips on Recycling properly, use of Organic Waste Containers, Composting, battery and electronics education, prevention of contamination issues, proper Collection Container placement, resource information, and HHW education. Contractor shall also distribute these same educational materials to all MFD residents, provided that City provides Contractor with a list of contact information for these residents.

20.06.2 Available Services Notice and Information. At least annually, Contractor must publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of services offered. The notice must be provided in English and Spanish and must be distributed by Contractor no later than February 1st of each year. The notice must contain at a minimum (i) definitions of the materials to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials, and Organic Waste Services will be provided; (iv) Contractor's local customer service phone number; (v) instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Solid Waste Collection for qualified persons; (xi) the availability of Bulky Waste Services; (xii) the availability of the Golden Bear Transfer Station drop-off voucher program; (xiii) information about Neighborhood Clean-Up days, including any specific upcoming dates and locations; and (xiv) the information about Free Bulky Waste Drop-off days, including any specific upcoming dates and locations.

20.06.3 Contractor shall provide the following to all its Customers under the Agreement annually. Contractor shall also provide the following to all MFD residents, provided that City provides Contractor with a list of contact information for these residents.

- (i) Information on the Customer's requirements to properly separate materials in appropriate Containers.
- (ii) Information on methods for: the prevention of Organic Materials generation, Recycling Organic Materials on-site, sending Organic Materials to community Composting, and any other local requirements regarding Organic Materials.
- (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal of Organic Materials, and the methods of Organic Materials recovery contemplated by the Agreement.
- (iv) Information regarding how to recover Organic Materials.
- (v) Information related to the public health and safety and environmental impacts associated with the landfill Disposal of Organic Materials.

2698 (vi) The above information will be provided, at a minimum, through print and/or electronic
2699 media, and may also be provided through workshops, meetings, and/or on-site visits.
2700 All information that SB 1383 requires the City to distribute shall be posted on
2701 Contractor's website.

2702 (vii) Contractor shall provide an educational webpage which includes downloadable copies
2703 of all the materials described in this Section.

2704 20.06.4 City-Specific Website. Contractor shall maintain a City-specific website or linked
2705 webpage that fully explains the Contractor's current services and rates and the Diversion options available,
2706 and that allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website
2707 must describe and promote the use of the available Recyclable Materials and Organic Waste services.
2708 Contractor's local website must provide information specific to the City's programs. Contractor will ensure
2709 that information provided on the website is maintained and up to date. Content will include proper Container
2710 set out instructions, educational materials, newsletters, and program descriptions. Website content shall be
2711 in English with translations into Spanish, and/or other languages to be determined.

2712 20.06.5 Recycling Resources. Contractor shall maintain accurate list of Recyclable
2713 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,
2714 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and
2715 incorporate the City's input on the Contractor's Recycling resources and programs.

2716 20.07 Waiver Outreach, Applications, and Evaluation.

2717 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the
2718 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2719 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer
2720 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2721 conditions of Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of
2722 waiver applications as appropriate, and shall provide the City a recommendation to accept or deny waiver
2723 requests in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide
2724 them to City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from
2725 the Act's requirements on the basis of physical space or de minimis generation and provide the City periodic
2726 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-
2727 evaluation at least every five years as required by the SB 1383 Regulations.

2728 20.08 News Media Relations. Contractor will work with local media to ensure information is
2729 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options
2730 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the
2731 Agreement Administrator by email or phone of all requests for news media interviews related to the services
2732 covered under this Franchise Agreement within one (1) Workday of Contractor's receipt of the request. When
2733 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect

2734 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response
2735 with the City Agreement Administrator.

2736 20.09 News Media Requests. Contractor will notify the Agreement Administrator by email or
2737 phone of all requests for news media interviews regarding the services provided under this Agreement within
2738 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries
2739 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2740 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2741 20.09.1 Copies of draft news releases or proposed trade journal articles that use the name
2742 of City or specifically refer to the services provided hereunder must be submitted to the Agreement
2743 Administrator for prior review and approval at least five (5) working days in advance of release, except where
2744 Contractor is required by any Applicable Law to submit materials to any regulatory agency in a shorter period
2745 of time, in which case Contractor must submit such materials to City simultaneously with Contractor's
2746 submittal to such regulatory agency.

2747 20.09.2 Copies of articles resulting from media interviews or news releases that use the
2748 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2749 after publication.

2750 20.10 Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and
2751 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and
2752 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding
2753 Container, and each sticker shall also include a QR code that links to the Recycling education landing page
2754 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any
2755 updates in the list of Acceptable materials (Exhibit 10).

2756 20.11 Edible Food Recovery Support. In the event that such a service is no longer provided by
2757 the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of
2758 Section 30.01, Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible
2759 Food Generators located in the City. Upon request from Contractor, City shall use reasonable efforts without
2760 incurring significant additional costs to cooperate and consider methods for collecting information from
2761 Customers and sharing such information with Contractor in an effort to assist Contractor with identifying the
2762 Tier One and Tier Two commercial Edible Food generators within the City. The services described in this
2763 section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2764 Section 30.01.

2765 20.12 Programs and Services. Contractor must provide additional educational and outreach
2766 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2767 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a
2768 mutually agreed upon price for the requested service or program, City has the right to procure the service of
2769 other vendors or contractors to provide the requested service.

2770 20.13 Operations Plans. Contractor must adhere to the Customer Service Plan included as
2771 Exhibit 5 and Collection Service Operations Plan included as Exhibit 6, the two of which present the specific
2772 Collection programs that will be implemented in the City.

2773 20.14 Route Audits/Route Reviews.

2774 20.14.1 General Requirement. At least once annually, beginning in 2025, Contractor or its
2775 approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to
2776 review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided
2777 service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250
2778 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for
2779 Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the
2780 following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
2781 inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste
2782 Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing
2783 the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select
2784 the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited
2785 under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually
2786 inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its
2787 next regularly scheduled report to City.

2788

<u>Route Size (# garbage accounts / week)</u>	<u>Minimum Number of Accounts</u>
Fewer than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

2789 20.14.2 Notice of Contamination. Contamination noticing will follow the procedures
2790 described in Section 5.07.

2791 **Article 21. Emergency Service**

2792 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
2793 flood, tornado, other natural or man-made disaster, or other such emergency event (collectively "Emergency
2794 Event), Contractor will continue to provide Solid Waste Collection to the maximum extent practicable, and in
2795 accordance with FEMA's Public Assistance Debris Management Guide (FEMA-325). The Agreement
2796 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be
2797 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the
2798 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The
2799 Agreement Administrator will try through the local news media to inform the public when regular services may
2800 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional
2801 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris

2802 resulting from the event. If Contractor secures written authorization and approval from City through the
2803 Agreement Administrator, Contractor will receive additional compensation above the normal compensation
2804 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and
2805 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and
2806 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2807 21.02 Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall
2808 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service
2809 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,
2810 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address
2811 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and
2812 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,
2813 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the
2814 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be
2815 presented to the City Manager for consideration and approval. The final plan shall be distributed to those
2816 employees of Contractor and City who would have a role in implementing upon the occurrence of an
2817 Emergency Event.

2818 21.03 Emergency Event Recovery Support. In the event of an Emergency Event, Contractor
2819 agrees to provide recovery support upon request by Agreement Administrator. This may include additional
2820 hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary
2821 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and
2822 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County's
2823 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)
2824 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

2825 **Article 22. Record Keeping and Reporting Requirements**

2826 22.01 Record Keeping. Notwithstanding Article 47 herein:

2827 22.01.1 Accounting Records. Contractor must maintain full, complete, and separate
2828 financial, statistical, and accounting records pertaining to cash, billing, and provisions of all Collection
2829 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such
2830 records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.01. Gross
2831 Revenues derived from provision of the Collection Services, whether such services are performed by
2832 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2833 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of
2834 not less than four (4) years following expiration or other termination hereof, full, complete, and accurate
2835 records, including all cash, billing, and disposal records, as indicated in the Agreement.

2836 22.01.1.1 City reserves the right to request audited, reviewed, or compiled
2837 financial statements prepared by an independent Certified Public Accountant, including any associated
2838 footnotes, or as may be provided by Contractor or its parent company. In the event that Contractor does
2839 not maintain separate financial, or accounting records prepared specifically for services provided under this

Agreement, Contractor may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement. Failure of Contractor to provide requested financial statements to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4

22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased, processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must be provided to City as specified in Article 20, and upon additional request.

22.01.3 Other Records. Contractor must maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Agreement, and provide them upon City request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4.

22.01.4 Failure to Report. The refusal of Contractor to file any of the reports required in the timelines required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report, shall be deemed a material breach of this Agreement and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

22.01.5 Report Format. All reports to be submitted in a form and format approved by the City, including electronic data submission.

22.02 Online Waste Reporting System. Contractor shall, at no additional cost to the City, procure software to use as an Online Waste Reporting System, an online/digital data system that is specifically designed for recording and documenting activity and data related to Collection Services, including outreach, customer service, site visits, service levels, weights and volumes by waste stream, field issues for compliance, and reporting.

22.03 Vehicle GPS and Camera Data. Upon City's request, Contractor shall make available stored vehicle GPS and on-board camera data for City's review.

22.04 Quarterly Reporting.

22.04.1 General. Quarterly reports must be submitted no later than 5 p.m. Pacific Time (PT) on the last day of the month following the end of Quarter in which the receipts are Collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or on a Holiday, then the report will be due on the next Business Day. Failure to submit complete quarterly reporting by the due date may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4.

22.04.2 City Reports. Quarterly reports to City must include:

2876 22.04.2.1 Franchised Tonnage and Service Data. Contractor must provide
2877 a full-service list, with the following indicated for each Customer: number of contracted Collections for that
2878 Quarter (Collections that were scheduled to take place), and number of actual Collections completed during
2879 that Quarter (Collections that took place, not including non-collections or missed Collections). Contractor
2880 must also report the number of unique SFD and MFD accounts serviced; the number of unique Commercial
2881 and City accounts serviced; tonnage of Garbage, Recyclable Materials, and Organic Waste Collected and
2882 processed for Diversion, broken down by Container type. Quantities should be broken down by SFD, MFD,
2883 Commercial, and City Services.

2884 22.04.2.2 Overweight Vehicle Reporting. The quarterly report must include
2885 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
2886 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
2887 transported during the reported Quarter.

2888 22.04.2.3 Non-Collection. The quarterly report must include a list of all Non-
2889 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that
2890 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate
2891 whether a Non-Collection Notice was issued, and in what format it was issued.

2892 22.04.2.4 On-hold. The quarterly report must include each Service Unit that
2893 was not billed in the previous Quarter.

2894 22.04.2.5 Collection Overage Charges. The quarterly report must include
2895 each Service Unit incurring a charge for a Solid Waste Overage in the previous Quarter.

2896 22.04.2.6 Contamination Reporting. To the extent required by Applicable
2897 Law, the quarterly report must include a summary of all instances of qualifying contamination under the
2898 procedures in Section 5.08. This summary must include the total number of accounts where contamination
2899 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
2900 a list of accounts where such notices occurred, the total number of instances where Collection Container
2901 size or Collection frequency was increased specifically due to contamination, a list of accounts that were
2902 charged contamination fees, and a list of accounts for which the Collection Container size or Collection
2903 frequency was increased specifically due to contamination. Within twenty (20) Workdays of request by City,
2904 Contractor will provide copies of the Contamination Violation Notices and the digital documentation of
2905 contamination.

2906 22.04.2.7 Service Recipient Complaint Log. The quarterly report must
2907 include the Service Recipient complaint log Collected from the previous Quarter.

2908 22.04.2.8 Reports to City on Customers discovered to be out of compliance
2909 with the SB 1383 Regulations, including a list of the Customers, the type of violation (including not donating
2910 Edible Food, not providing Containers for Customer use, and other compliance violations), actions taken to
2911 educate those Customers, and contact information for those Customers. Such reports shall be provided
2912 quarterly or as required by City.

2913 22.04.2.9 List of Programs Utilized. The quarterly report must include a list
2914 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,
2915 utilized by City residents, with the number of residents per program indicated when known. This report
2916 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2917 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a
2918 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,
2919 the locations of each service, and the amount of material Collected during each incident.

2920 22.05 Annual Reporting.

2921 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January
2922 31, 2026, and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
2923 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted
2924 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date
2925 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4. Annual reports
2926 to City must include:

2927 22.05.1.1 Financial Statements. Contractor must submit annual financial
2928 statements for the local operation. Statements need not be reviewed or audited statements.

2929 22.05.1.2 Annual Sustainability and Compliance Report. Contractor must
2930 complete and submit data sections within their Sustainability and Compliance Plan to document education
2931 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
2932 waste audits completed, information distributed, and media used, and community events hosted. This must
2933 include public education activities undertaken during the year, including distribution of bill inserts, Collection
2934 notification tags, community information and events, tours, and other activities related to the provision of
2935 Collection Services, and must discuss the impact of these activities on Recycling program participation and
2936 include amounts Collected from SFD, MFD, Commercial, and City Service Units. The report should include
2937 a complete list of all non-exempt commercial accounts, which includes each non-exempt account's status
2938 as a "covered generator" under AB 341, AB 1826, and SB 1383; the date and status of Contractor's
2939 outreach efforts at each non-exempt account; and the current level of Recyclable Materials and Organic
2940 Waste program participation at each non-exempt account.

2941 22.05.1.3 Solid Waste Data. The number of SFD, MFD, Commercial, and
2942 City Service Units, and the number of Collection Containers distributed by size and Service Unit type.

2943 22.05.1.4 Waste Characterization Data. A breakdown of Solid Waste
2944 (Garbage, Recyclable Materials, and Organic Waste) by material type as per CalRecycle material
2945 classifications.

2946 22.05.1.5 Recyclable Materials Data. Gross tons Collected daily on average
2947 by material type by route for SFD, MFD, Commercial, and City Recyclable Materials service, with map of
2948 routes. The average participation rates by Quarter relative to the total number of Service Units by Service

2949 Unit type Indicate number of Recyclable Materials Collection Containers distributed by size and Service
2950 Unit type.

2951 22.05.1.6 Organic Waste Data. Include average daily gross tons Collected
2952 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of
2953 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate
2954 average daily number of setouts by route. Indicate average participation rates relative to the total number
2955 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers
2956 distributed by size and Service Unit type.

2957 22.05.1.7 Customer Service Log. A copy of the customer service log,
2958 including a summary of the type and number of complaints and their resolution. Include copies of a written
2959 record of all calls related to missed pickups and responses to such calls.

2960 22.05.1.8 Customer Service Information Sheet. A copy of Contractor's most
2961 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City or the
2962 equivalent information used by customer service representatives.

2963 22.05.1.9 Overweight Vehicle Data. A summary of all instances of
2964 overweight Collection Vehicles. This summary must also include the number of overweight vehicle
2965 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
2966 Year.

2967 22.05.1.10 Summary Narrative. A summary narrative of problems
2968 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection
2969 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant
2970 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of
2971 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.

2972 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete
2973 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
2974 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2975 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2976 22.05.1.12 Diversion Rate. Contractor must provide documentation
2977 acceptable to City stating and supporting the Calendar Year's Franchise Diversion Rate, as calculated in
2978 accordance with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and
2979 events during the reporting period will be counted towards the calculated Diversion rate.

2980 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
2981 must report the total number of Commercial and MFD Service Units serviced, as well as the number of
2982 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic
2983 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following
2984 information separately for both AB 341 and AB 1826:

2985 22.05.1.14 The total number of non-exempt Commercial and MFD Service
2986 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
2987 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials
2988 Collection Service or Commercial or MFD Organic Waste Collection Service.

2989 22.05.1.15 A summary of the type of follow-up outreach that was provided to
2990 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD
2991 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

2992 22.05.1.16 Contractor shall provide proof of training records for Service
2993 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit
2994 Discharges and stormwater pollution sources.

2995 22.05.1.17 A list of all recommended waivers for that calendar year, including
2996 copies of the waiver request form and other supporting documentation (may be provided electronically or
2997 over a web page), in accordance with Section 20.07.

2998 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with
2999 Section 20.11. (List may be secured from West Contra Costa Integrated Waste Management Authority if
3000 Contractor is not responsible for regularly maintaining the list.) The services described in this section are
3001 not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

3002 22.05.1.19 For Route Reviews and Compliance Reviews:

3003 (i) The date the review was conducted.

3004 (ii) The name and title of each person conducting the review.

3005 (iii) A list of the account names and addresses covered by the review.

3006 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a
3007 general description of the Hauler Route area.

3008 (v) For Route Reviews, the results of such review (i.e., the addresses where any
3009 Prohibited Container Contaminants were found) and any photographs taken.

3010 (vi) For Compliance Reviews, the results of such review (i.e., Contractor's findings
3011 as to whether the Customers reviewed are subscribed for Organic Waste
3012 Collection service, have an applicable waiver, or neither) and any relevant
3013 evidence supporting such findings (e.g., account records).

3014 (vii) Copies of any educational materials issued pursuant to such reviews.

3015 22.05.1.20 Documentation relating to observed Prohibited Container
3016 Contaminants:

3017 (i) Copies of the form of each notice issued to Customers for Prohibited Container
3018 Contaminants, as well as, for each such form, a list of the Customers to which
3019 such notice was issued, the date of issuance, the Customer's name and
3020 service address, and the reason for issuance (if the form is used for multiple
3021 reasons).

3022 (ii) The number of times notices were issued to Customers for Prohibited
3023 Container Contaminants.

3024 (iii) The number of Containers where the contents were Disposed due to
3025 observation of Prohibited Container Contaminants.

3026 22.06 Diversión Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter
3027 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the
3028 Calendar Year's Franchised Diversión Rate, as calculated in accordance with the provisions of Article 8. Any
3029 tonnages Diverted and Disposed from large venues and events during the reporting period will be counted
3030 towards the calculated Diversión rate.

3031 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
3032 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying
3033 required data for preparation of the reports, and completing all required data input.

3034 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online
3035 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations
3036 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related
3037 activities, such as procurement and outreach and education, for maintenance of the Implementation Record

3038 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule
3039 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable
3040 Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and
3041 procedures related to compliance with AB 341, AB 1826, SB 1383, and/or other Applicable Laws and how
3042 Recyclable Materials or Organic Waste are Collected; a description of the geographic area, routes, list of
3043 addresses served, and a method for tracking contamination; copies of route audits, copies of notice of
3044 contamination; copies of notices, violations, education, and enforcement actions issued; and copies of
3045 educational materials, flyers, brochures, newsletters, website, and social media.

3046 22.08 Additional Reporting. Contractor must furnish City with any additional reports as may
3047 reasonably be required, and such reports are to be prepared within a reasonable time following the reporting
3048 period.

3049 **Article 23. Nondiscrimination**

3050 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
3051 Contractor may not discriminate against any person based on such person's race, sex, gender, gender

3052 identity, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with all
3053 applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those
3054 prohibiting discrimination in employment.

3055 **Article 24. Service Inquiries and Complaints**

3056 24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to
3057 Contractor. A representative of Contractor must be available to receive the complaints during normal business
3058 hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of loud or
3059 profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best
3060 efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous
3061 manner. All service complaints will be handled by Contractor in a prompt and efficient manner. All cases must
3062 be addressed and resolved within three (3) Workdays. In the case of a dispute between Contractor and a
3063 Service Recipient, the matter will be reviewed, and a decision made, by the Agreement Administrator.

3064 24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
3065 and complaints in a manner prescribed by City.

3066 24.01.2 For those complaints related to missed Collections, where Containers are properly
3067 set out in a timely manner, that are received by 12:00 p.m. (noon) on a Workday, Contractor will return to
3068 the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For
3069 those complaints related to missed Collections that are received after 12:00 p.m. (noon) on a Workday,
3070 Contractor will have until the end of the following Workday to resolve the complaint. For those complaints
3071 related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will
3072 apply.

3073 24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
3074 Materials, and Organic Waste be Collected on the scheduled Collection day. Accordingly, missed Collections
3075 will normally be Collected as set forth above regardless of the reason that the Collection was missed.
3076 However, in the event a Service Recipient requests missed Collection service more than two (2) times in
3077 any consecutive two (2) month period, the Agreement Administrator will work with Contractor to determine
3078 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,
3079 Contractor will notify the Agreement Administrator by email. The Agreement Administrator will investigate all
3080 disputed complaints and render a decision.

3081 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a
3082 local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's
3083 telephone directories under Contractor's name in the White Pages, available through an online search, and
3084 listed on the Contractor's website.

3085 24.02 Contractor shall record and catalog all Customer email addresses alongside Customer
3086 names and mailing addresses, such that Contractor can more easily and quickly send out updates and
3087 announcements as needed. Contractor shall cooperate with City to send out via email any service-related
3088 updates and announcements City may deem necessary.

Article 25. Quality of Performance of Contractor

3089

3090 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
3091 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient
3092 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials
3093 Collected are put to the highest and best use to the maximum extent possible.

3094 25.02 Administrative Charges and Penalties. Quality of performance by the Contractor is of
3095 primary importance. In acknowledgement of this, and subject to the provision of Section 25.02 and Exhibit 4,
3096 Contractor agrees to pay City Administrative Charges and Penalties as detailed in Exhibit 4 should Contractor
3097 fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set
3098 forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages
3099 and that such damages, from the nature of the default in performance, will be extremely difficult and
3100 impractical to fix. City finds, and the Contractor agrees, that as of the time of the execution of this Agreement,
3101 it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by
3102 City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the
3103 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage
3104 results to members of the public who are denied services or denied quality or reliable service; (ii) such
3105 breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to
3106 individual members of the general public for whose benefit this Agreement exists, in subjective ways and in
3107 varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services
3108 might be available at substantially lower costs than alternative services, and the monetary loss resulting from
3109 denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms;
3110 and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of
3111 future correction and not remedies which make the public whole for past breaches.

3112 25.03 Contractor's Right to Cure. Administrative Charges and Penalties will only be assessed
3113 after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach or
3114 deficiency in performance as described in this Agreement. Furthermore, prior to assessing Administrative
3115 Charges and Penalties, City shall give Contractor notice of its intention to do so in accordance with Section
3116 25.04 below. The notice shall include a brief description of the incident(s)/non-performance. Contractor may
3117 review (and make copies at its own expense) all information in the possession of the City relating to the
3118 incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a
3119 meeting with City. Contractor may present evidence in writing and through testimony of its employees and
3120 others relevant to the incident(s)/non-performance. City shall provide Contractor with a written explanation of
3121 the City's determination on each incident(s)/non-performance prior to authorizing the assessment of
3122 Administrative Charges and Penalties.

3123 25.04 Procedure for Review of Administrative Charges. The Agreement Administrator may
3124 assess Administrative Charges and Penalties as specified in Exhibit 4 pursuant to this Agreement quarterly.
3125 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a
3126 written notice to Contractor ("Notice of Assessment") of the Administrative Charges and Penalties assessed
3127 and the basis for each assessment.

3128 25.04.1 The assessment will become final unless, within ten (10) calendar days of the date
3129 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
3130 present evidence that the assessment should not be made.

3131 25.04.2 The Agreement Administrator will schedule a meeting between Contractor and the
3132 City Manager as soon as reasonably possible after timely receipt of Contractor's request.

3133 25.04.3 The City Manager will review Contractor's evidence and render a decision
3134 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the
3135 meeting. Written notice of the decision will be provided to Contractor.

3136 25.04.4 In the event Contractor does not submit a written request for a meeting within ten
3137 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination
3138 will be final.

3139 25.04.5 City's assessment or collection of Administrative Charges and Penalties will not
3140 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for
3141 Contractor's failure to perform the work and services in the manner set forth in this Agreement.

3142 25.05 Uncontrollable Circumstances.

3143 25.05.1 If either party is prevented from or delayed in performing its duties under this
3144 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,
3145 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,
3146 other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat
3147 of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes
3148 (except strikes by Contractor's employees), lockouts or other labor disturbances, acts of government or
3149 governmental restraint, or other causes, whether of the kind enumerated or otherwise, that are not
3150 reasonably within the control of the affected party, then the affected party will be excused from performance
3151 hereunder during the period of such disability.

3152 25.05.2 The party claiming excuse from performance must promptly notify the other party
3153 when it learns of the existence of such cause, including the facts constituting such cause, and when such
3154 cause has terminated.

3155 25.05.3 The interruption or discontinuance of services by a party caused by circumstances
3156 outside of its control will not constitute a default under this Agreement.

3157 **Article 26. Performance Bond**

3158 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
3159 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter
3160 of credit (hereinafter collectively "Performance Bond"), issued or drawn upon a surety, bank, or financial
3161 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful
3162 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3163 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains
3164 in force, Contractor must maintain a performance bond in the amount of one million dollars (\$1,000,000).

3165 26.01.1.1 The performance bond must be executed by a surety company
3166 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
3167 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3168 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
3169 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3170 26.01.1.3 The Performance Bond must be renewed annually for the entire
3171 Term of the Agreement, and evidence must be provided to City annually, up to the penal sum of the bond.

3172 26.01.1.4 In the event Contractor shall for any reason (except as otherwise
3173 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,
3174 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make
3175 whole the City, forfeited to the City, up to the penal sum of the bond.

3176 **Article 27. Insurance**

3177 27.01 Before beginning any services under this Agreement, Contractor, at its own cost and
3178 expense, shall procure the types and amounts of insurance specified herein and maintain that insurance
3179 throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid
3180 or proposal. Contractor shall be fully responsible for the acts and omissions of its subcontractors or other
3181 agents.

3182 27.01.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain
3183 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons
3184 employed directly or indirectly by Contractor in the amount required by applicable law. The requirement to
3185 maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City
3186 upon written verification that Contractor is a sole proprietor and does not have any employees and will not
3187 have any employees during the term of this Agreement.

3188 27.01.2 Commercial General Liability and Automobile Liability Insurance.

3189 27.01.2.1 General requirements. Contractor, at its own cost and expense,
3190 shall maintain commercial general liability and automobile liability insurance for the term of this Agreement
3191 in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit
3192 coverage for risks associated with the work contemplated by this Agreement.

3193 27.01.2.2 Minimum scope of coverage. Commercial general liability
3194 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence
3195 form CG 0001 0413 covering comprehensive General Liability on an "occurrence" basis. Automobile
3196 coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 1120
3197 covering any auto (Symbol 1). No endorsement shall be attached limiting the coverage.

3198 27.01.2.3 Additional requirements. Each of the following shall be included in
3199 the insurance coverage or added as a blanket-form endorsement to the policy, if applicable:

3200 27.01.2.4 The Commercial General Liability and Automobile Liability
3201 Insurance shall cover on an occurrence basis.

3202 27.01.2.5 City, its officers, officials, employees, agents, and volunteers shall
3203 be included as additional insureds for commercial general liability and automobile liability arising out of work
3204 or operations on behalf of the Contractor, via blanket-form endorsement. Additional Insured Coverage can
3205 be provided in the form of an endorsement to the Contractor's Commercial General Liability Insurance at
3206 least as broad as Blanket-Form Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13.

3207 27.01.2.6 For any claims related to this Agreement or the work hereunder,
3208 the Contractor's insurance covered shall be primary insurance, via blanket-form endorsement as respects
3209 the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance
3210 maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the
3211 Contractor's insurance and non-contributing.

3212 27.01.2.7 The policy shall include a "separation of Insureds" or "severability"
3213 clause which treats each insured separately.

3214 27.01.2.8 Contractor agrees to give at least 30 days prior written notice to
3215 City before coverage is canceled or materially modified.

3216 27.01.3 All Policies Requirements.

3217 27.01.3.1 Submittal Requirements. Contractor shall submit the following to
3218 City prior to beginning services:

3219 27.01.3.2 An ACORD 25 Certificate of Liability Insurance in the amounts
3220 specified in this Agreement, supplemented with the Blanket-Form Additional Insured Endorsements for the
3221 Commercial General Liability and Automobile Liability policies.

3222 27.01.3.3 Acceptability of Insurers. All insurance required by this Agreement
3223 is to be placed with insurers with a Bests' rating of no less than A:VII.

3224 27.01.3.4 Waiver of Subrogation. Contractor hereby agrees to waive
3225 subrogation which any insurer or contractor may require from Contractor by virtue of the payment of any
3226 loss. The ACCORD 25 Certificate of Insurance will be supplemented with the blanket-form waiver of
3227 subrogation endorsements that may be necessary to effect this waiver of subrogation, but this provision
3228 applies regardless of whether or not the City has received a Certificate of Insurance supplemented with the
3229 waiver of subrogation blanket-form endorsements from the insurer(s)' authorized representative.

3230 The Workers' Compensation policy shall be endorsed with a waiver of subrogation, via blanket-form
3231 endorsement, in favor of the City for all work performed by the Contractor, its employees, agents, and
3232 subcontractors

3233 27.01.3.5 Subcontractors. Contractor shall include all subcontractors as
3234 additional insureds under its policies or shall furnish separate certificates and applicable endorsements for
3235 each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated
3236 herein, and Contractor shall ensure that City, its officers, officials, employees, agents, and volunteers are
3237 covered as additional insured on all coverages, except Workers' Compensation/Employer's Liability.

3238 27.01.3.6 Excess Insurance. If Contractor maintains higher insurance limits
3239 than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by
3240 the Contractor.

3241 27.01.3.7 Primary Coverage. For any claims related to this contract, the
3242 Vendor's insurance coverage shall be primary and non-contributory, via blanket-form endorsement.

3243 27.01.4 Remedies. In addition to any other remedies City may have if Contractor fails to
3244 provide evidence of the required insurance policies via an ACCORD 25 Certificate of Insurance
3245 supplemented with the applicable blanket-form endorsements to the extent and within the time herein
3246 required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the
3247 premiums for such insurance from any sums due under the Agreement; 2) order Contractor to stop work
3248 under this Agreement and withhold any payment that becomes due to Contractor hereunder until Contractor
3249 demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

3250 **Article 28. Hold Harmless and Indemnification**

3251 28.01 General Indemnification. To the fullest extent permitted by law, Contractor shall defend
3252 (with counsel approved by the City), indemnify and hold City, its officials, officers, employees, volunteers and
3253 agents (collectively, "City Indemnitees") free and harmless from any and all claims, demands, causes of
3254 action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including
3255 wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful
3256 misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising
3257 out of or in connection with the performance of the Services, the Project or this Agreement, including without
3258 limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses.
3259 Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions
3260 or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials,
3261 officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree
3262 that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any
3263 such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers,
3264 employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable
3265 attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein
3266 provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received
3267 by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to

3268 the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be
3269 limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to
3270 the negligence, recklessness, or willful misconduct of the Contractor. This Section will survive the expiration
3271 or termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.

3272 28.02 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall
3273 indemnify, defend with counsel approved by the City, and hold City Indemnitees harmless from and against
3274 any and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments,
3275 damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees,
3276 expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against
3277 Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or
3278 subcontractors, or the owners of Contractor's firm.

3279 28.03 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend
3280 with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all
3281 liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries,
3282 expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other
3283 costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligent
3284 performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement,
3285 except to the extent such loss or damage is caused by the active negligence or willful misconduct of City.
3286 Should conflict of interest principles preclude a single legal counsel from representing both City and
3287 Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall
3288 reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees,
3289 and all other costs and fees of litigation. The Contractor shall, after the exhaustion of all appeals and entry of
3290 a final judgment, promptly pay City any final judgment rendered against City (and its officers, officials,
3291 employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is expressly
3292 understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted
3293 by the law of the State of California and will survive termination of this Agreement.

3294 28.03.1 Contractor shall not be required to indemnify and hold harmless City for liability
3295 attributable to the active negligence or willful misconduct of City, provided such active negligence or willful
3296 misconduct is determined by agreement between the parties or by findings of a court of competent
3297 jurisdiction. In instances where City is shown to have been actively negligent and where City's active
3298 negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for
3299 that entire portion or percentage of liability not attributable to the active negligence of City based on principles
3300 of comparative fault.

3301 28.04 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,
3302 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with
3303 City, of any insurance certificates or policies described in Article 27.

3304 28.05 Diversion Indemnification. Subject to the requirements of Public Resources Code Section
3305 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees
3306 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all

3307 attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or
3308 penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section
3309 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and
3310 if the lack in meeting such goals is attributable to the failure of Contractor to implement and operate the
3311 Recycling or Diversion programs or undertake the related activities required by this Agreement as determined
3312 by CalRecycle. In the event CalRecycle provides an administrative process to challenge the imposition of a
3313 compliance order or a fine or fines, Contractor and City will each be responsible for engaging any consultants
3314 or attorneys necessary to represent City in any challenge or administrative hearing process. Contractor will
3315 be responsible for the retention of and payment to any consultants engaged to perform waste generation
3316 studies (Diversion and Disposal). All consultants and attorneys engaged hereunder are subject to the
3317 agreement of City and Contractor. This Section will survive the expiration or termination of this Agreement for
3318 claims arising prior to the expiration or termination of this Agreement.

3319 28.06 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with
3320 counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any
3321 and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting
3322 from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health &
3323 Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or
3324 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended
3325 to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety
3326 Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under
3327 CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation. This Section
3328 will survive the expiration or termination of this Agreement for claims arising prior to the expiration or
3329 termination of this Agreement.

3330 28.07 Proposition 218 Release. City intends to comply with all Applicable Law concerning the
3331 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a
3332 good faith determination that the Maximum Service Rates for the Solid Waste Collection provided under this
3333 Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons,
3334 such services are provided by a private corporation and not by City, Contractor independently establishes the
3335 rates for services within the limits established in this Agreement, the receipt of services is voluntary and not
3336 required of any property within City, and any owner or Service Recipient of property within City has the
3337 opportunity to avoid the services available under this Agreement either through Self-Hauling or use of property
3338 in such a manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges
3339 the Maximum Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or
3340 otherwise asserts that the Maximum Service Rates are an invalid tax, assessment, or fee, then Contractor
3341 agrees, agrees, subject to the provisions of the Public Resources Code section 40059.2 and if allowed by
3342 law, to waive, release, and hold harmless the City Indemnitees from and against any and all claims Contractor
3343 may have against the City Indemnitees resulting therefrom, and to indemnify and defend City indemnitees,
3344 with legal counsel reasonably acceptable to City, from any third-party claim, suit, or other action, whether
3345 administrative, legal, or equitable, challenging the Maximum Service Rates authorized under this Agreement
3346 or as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserting that the
3347 Maximum Service Rate are an invalid tax, assessment, or fee. The foregoing notwithstanding, Contractor

3348 shall have no obligation to pay or refund monies paid to the City as and for franchise fees or other
3349 administrative fees established by this Agreement if such franchise fees or other administrative fees are
3350 determined by a Court to be invalid, in violation of State or Federal law, or an unauthorized tax or government
3351 fee. This Section will survive the expiration or termination of this Agreement for claims arising prior to the
3352 expiration or termination of this Agreement.

3353 28.08 Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City
3354 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent
3355 arising from Contractor's personnel and labor practices, including failure to pay and comply with State or
3356 Federal prevailing wage laws should such be applicable to Contractor's personnel or labor practices or to one
3357 or more of the services it provides pursuant to the Agreement. All duties of Contractor under this paragraph
3358 shall survive termination of this Agreement.

3359 28.09 Consideration. It is specifically understood and agreed that the consideration inuring to
3360 Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and
3361 responsibilities contained in this Agreement.

3362 28.10 Obligation. This Agreement obligates Contractor to comply with the foregoing
3363 indemnification and release provisions; however, the collateral obligation of providing insurance must also be
3364 complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall
3365 not in any way be a limitation on Contractor's indemnification and defense obligations.

3366 28.11 Subcontractors. Contractor must require all subcontractors performing work in the City to
3367 enter into a contract containing the provisions set forth in Article 28, in which contract the subcontractor fully
3368 indemnifies City in accordance with this Agreement.

3369 28.12 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
3370 indemnify, hold harmless, and defend City, its officers, and its employees will not extend to any loss, liability,
3371 penalty, damage, action, or suit arising or resulting solely from acts constituting active negligence, willful
3372 misconduct, or violation of law on the part of City, its officers, or its employees.

3373 28.13 Damage by Contractor. If Contractor's employees or subcontractors cause any injury,
3374 damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and
3375 tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss.
3376 Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such
3377 injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at
3378 Contractor's sole cost and expense. Any injury, damage, or loss to private property caused by the negligent
3379 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
3380 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
3381 owners as to damage to private property are civil matters, and complaints of damage will be referred to
3382 Contractor as a matter within its sole responsibility and as a matter within the scope of this Article.

Article 29. Default of Agreement

29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

29.01.1 Contractor takes the benefit of any present or future insolvency statute; makes a general assignment for the benefit of creditors; files a voluntary petition in bankruptcy (court); files a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof; or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default will be deemed immediate; or

29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or

29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the Administrative Charges and Penalties or other monies due City under this Agreement, and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so, unless Contractor has filed for judicial or administrative relief from such Administrative Charges or Penalties; or

29.01.5 Contractor has defaulted by allowing any final judgment in an action to which Contractor is a party for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

29.01.6 In the event that the monies due City is the subject of a judicial proceeding, Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the City Attorney; or

29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto, and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied

3419 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,
3420 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such
3421 written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with
3422 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30)
3423 calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured
3424 within a reasonable period of time).

3425 29.02 Effective Date. In the event of any of the events specified above, and except as otherwise
3426 provided in such subsections, or as provided in the event of any judicial order binding upon City, termination
3427 will be effective upon the date specified in City's written notice to Contractor, and upon such date this
3428 Agreement will be deemed immediately terminated and upon such termination, except for payment of services
3429 rendered up to and including the date of termination, all liability of City under this Agreement to Contractor
3430 will cease, and City will have the right to call the performance bond and will be free to negotiate with other
3431 contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for
3432 all direct and indirect costs of providing any interim Solid Waste Collection as a result of Contractor's default
3433 in this Agreement.

3434 29.03 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other
3435 rights and remedies provided by law or by this Agreement.

3436 29.04 Alternative Service. Should Contractor, for any reason, except the occurrence or existence
3437 of any of the events or conditions set forth in Section 25.05 (Uncontrollable Circumstances), refuse or be
3438 unable for a period of more than forty-eight (48) hours to Collect a material portion or all of the Solid Waste
3439 which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City
3440 to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of
3441 the City Manager's discretion, should find that such accumulation endangers or menaces the public health,
3442 safety, or welfare, then City will have the right to Agreement with another Solid Waste enterprise to Collect
3443 any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide
3444 twenty-four (24) hours prior written notice to Contractor during the period of such event, before contracting
3445 with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise Collect
3446 pursuant to this Agreement for the duration of period during which Contractor is unable to provide such
3447 services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from
3448 which such substitute Solid Waste services are immediately available and must reimburse City for all of its
3449 expenses for such substitute services during period in which Contractor is unable to provide Solid Waste
3450 Collection required by this Agreement.

3451 29.05 Survival of Certain Contractor Obligations. Notwithstanding the termination of this
3452 Agreement by Contractor or City, Contractor's obligation to indemnify, defend, and hold City and City
3453 Indemnitees harmless as provided in this Agreement shall survive any termination of this Agreement.
3454 Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically
3455 invalidate or cancel any insurance policy, letter of credit, performance bond, or similar instruments provided
3456 by Contractor under this Agreement, and such policies, letters of credit, performance bonds, and other
3457 instruments shall remain in full force and effect for one (1) full year after termination.

Article 30. Modifications to the Agreement

30.01 City-Directed Change. City has the power to make changes in this Agreement to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Collection Services, as may from time-to-time be necessary and desirable for the public welfare. The size of Collection Containers specified herein for Bundled Service are designed to meet the requirements of Applicable Law, inclusive of the State's Recycling mandates, including AB 341, AB 1826, and SB 1383, and to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organic Waste Processing Facilities at the start of this Agreement. City will give the Contractor notice of any proposed change, and the parties agree to meet and confer in good faith concerning those matters, and City agrees to adjust Maximum Service Rates to reasonably reflect additional costs borne by Contractor. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration.

Post-Collection Agreement. The City is currently a party to the West Contra Costa County Integrated Waste Management Authority Post-Collection Agreement, which is governed by the West Contra Costa County Integrated Waste Management Authority. The Post-Collection Agreement, in part, dictates the facilities to be used by Contractor. If the terms of the Post-Collection Agreement change such that the approved facilities change, the City agrees to meet and confer with Contractor and shall solicit an alternative bid from Contractor for the same services provided under the Post-Collection Agreement.

30.02 Adjustments Due to Change in Law. In addition to and separate from the adjustments set forth in Section 6.03, Contractor will be entitled to an adjustment of the Maximum Service Rates as a result of a Change in Law.

30.02.1 Change in Law Affecting Contractor's Agreement Obligations. For a Change in Law that affects Contractor's performance of services required pursuant to this Agreement, Contractor will be entitled to an equitable adjustment of the Service Rates as a result of the Change in Law. Upon Contractor providing written notice to City that a Change in Law has affected Contractor's performance of services, City and Contractor will meet and confer to determine the impacts of the Change in Law on Contractor's performance of services and costs associated with performance of the services, to determine the amount of adjustment to be made to Maximum Service Rates.

Article 31. Legal Representation

31.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of, and contributed equally to the terms and conditions of, this Agreement, and, accordingly, the rule that a contract will be interpreted strictly against the party preparing the same will not apply, due to the joint contributions of both parties.

Article 32. Conflict of Interest

32.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer, encourage, or accept any financial interest in Contractor's business by any City employee or official.

Article 33. Contractor's Personnel

33.01 Personnel Requirements. Contractor shall assign only qualified personnel to perform all services required under this Agreement and shall be responsible for ensuring its employees comply with this Agreement and all Applicable Laws related to their employment and position. Contractor's employees, officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as being employees or officials of City. City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of their duties under this Agreement.

33.02 Agreement Manager. Contractor shall designate a qualified employee to serve as its Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior to the Commencement Date of this Agreement, and annually by January 1st of each subsequent Calendar Year of this Agreement, and any other time the person in that position changes. The Agreement Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Solid Waste Collection in the Service Area. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

33.03 Service Supervisor. Contractor shall assign a qualified employee to serve as its Service Supervisor, to be in charge of the Collection Service within the Service Area and must provide the name of that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor changes the employee serving in that position changes. The Service Supervisor must be physically located in the Service Area and available to the Agreement Administrator through the use of telecommunication equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

33.04 Key Operations Staff. Contractor shall identify a full-time Key Operations Staff, consisting at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor; and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key Operations Staff will provide the following to City Staff: email address, phone number, cell phone number, and office address.

33.05 Sustainability/Compliance Staff. In accordance with Section 20.01, Contractor shall provide full-time Sustainability/Compliance Staff, whose primary duties are dedicated to the City.

3532 33.06 Field Personnel. Contractor's field operations personnel are required to wear a clean
3533 uniform shirt bearing Contractor's name. Contractor's employees who normally come into direct contact with
3534 the public, including drivers, must bear some means of individual photographic identification, such as a name
3535 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
3536 license and all other required licenses for the type of vehicle that is being operated.

3537 33.07 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
3538 the California Labor Code that require every employer to be insured against liability for Workers'
3539 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the
3540 performance of the Services, Contractor shall not, in any manner, employ any person or contract with any
3541 person such that any part of this Agreement is performed by such a person as would be subject to the workers'
3542 compensation laws of the State of California unless and until Contractor gives City a certificate of consent to
3543 self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor
3544 hires any subcontractor who has employees to perform any part thereof, then Contractor shall either require
3545 the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
3546 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
3547 under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance
3548 Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of
3549 subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its
3550 subcontractors.

3551 33.08 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the
3552 prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any
3553 and all subcontractors, if any, and shall require any subcontractors to maintain all applicable Federal, State,
3554 and local licenses required for the work they are assigned to perform. Contractor shall require any
3555 subcontractors performing work in the City to enter into a written contract that requires such subcontractors
3556 to agree they are independent contractors and have no other agency relationship with City.

3557 **Article 34. Exempt Waste**

3558 34.01 Contractor is not required to Collect or Dispose of Exempt Waste but may offer such
3559 services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement, but if
3560 provided by Contractor must be in strict compliance with all Applicable Laws.

3561 **Article 35. Independent Contractor**

3562 35.01 In the performance of services pursuant to this Agreement, Contractor is an independent
3563 contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of
3564 the details of the services and work performed, and overall persons performing such services and work.
3565 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and
3566 subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors
3567 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which
3568 accrued to City employees, and Contractor expressly waives any claim to such benefits.

3569 35.02 Subcontractors. Contractor will require all subcontractors performing work in the City to
3570 enter into a contract containing the provisions set forth in the preceding subsection, in which contract the
3571 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
3572 agency relationship with City.

3573 **Article 36. Laws to Govern**

3574 36.01 The laws of the State of California govern the rights, obligations, duties, and liabilities of
3575 City and Contractor under this Agreement, and governs the interpretation of this Agreement.

3576 **Article 37. Consent to Jurisdiction**

3577 37.01 The parties agree that any litigation between City and Contractor concerning or arising out
3578 of this Contract must be filed and maintained exclusively in the Superior Courts of Contra Costa County, State
3579 of California, or in the United States District Court for the Northern District of California to the fullest extent
3580 permissible by law. Each party consents to service of process in any manner authorized by California law.

3581 **Article 38. Assignment**

3582 38.01 No assignment of this Agreement or any right occurring under this Agreement may be
3583 made in whole or in part by Contractor without the express prior written consent of the City. City will have full
3584 discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor.
3585 Any assignment of this Agreement made by Contractor without the express written consent of the City will be
3586 null and void and will be grounds for City to declare a default of this Agreement and immediately terminate
3587 this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement will
3588 be deemed immediately terminated, and upon such termination all liability of City under this Agreement to
3589 Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate
3590 with other contractors for the services that are the subject of this Agreement. In the event of any assignment
3591 approved by City, the assignee must fully assume all the liabilities of Contractor by way of an assignment and
3592 assumption agreement. The sale, assignment, transfer, or other disposition, on a cumulative basis, of fifty
3593 percent (50%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more of the
3594 voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint
3595 venture or otherwise) shall constitute an assignment for purposes of this Agreement, requiring prior written
3596 consent of the City. Further, the involvement of Contractor or its assets in any transaction or series of
3597 transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise), whether
3598 or not a formal assignment of this Agreement, which reduces Contractor's assets or net worth by twenty-five
3599 percent (25%) or more, shall also constitute an assignment for purposes of this Agreement, also requiring
3600 prior written consent of the City. Transfers to affiliate companies of Contractor that have common ownership
3601 shall not be considered an assignment under the terms of this section. Upon notification to the City of any
3602 proposed assignment, Contractor shall provide to the City a payment of seventy-five thousand dollars
3603 (\$75,000) for the City to perform its due diligence related to the requested assignment.

3604 38.02 The use of a subcontractor to perform services under this Agreement will not constitute
3605 delegation of Contractor's duties if Contractor has received prior written authorization from the Agreement

3606 Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor
3607 who will perform such services. Contractor will be responsible for directing the work of Contractor's
3608 subcontractors, and any compensation due or payable to Contractor's subcontractor will be the sole
3609 responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any
3610 approved subcontractor for reasonable cause.

3611 **Article 39. Compliance with Laws**

3612 39.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
3613 including, without limitation, the Pinole Municipal Code.

3614 39.02 City shall provide written notice to Contractor of any planned amendment of the Pinole
3615 Municipal Code that would substantially affect the performance of Contractor's services pursuant to this
3616 Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval
3617 of such an amendment. Any such amendment that would or does affect Contractor's services hereunder shall
3618 trigger the requirements of Sections 30.01 (City-Directed Change) and 30.02 (Change in Law) of this
3619 Agreement.

3620 **Article 40. Permits and Licenses**

3621 40.01 Contractor shall obtain, at its own expense, all permits and licenses required by law or
3622 ordinance, and shall maintain same in full force and effect throughout the Term of this Agreement. Contractor
3623 must provide proof of such permits, licenses, or approvals and must demonstrate compliance with the terms
3624 and conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

3625 40.02 The Contractor must procure and maintain a valid City Business License throughout the
3626 Term of the Agreement.

3627 **Article 41. Ownership of Written Materials**

3628 41.01 Contractor hereby grants City a non-exclusive license to all reports, documents, brochures,
3629 public education materials, and other similar written, printed, electronic, or photographic materials developed
3630 by Contractor at the request of City or as required under this Agreement and intended for public use, without
3631 limitation or restrictions on the use of such materials by City. Contractor may not use such materials that
3632 specifically reference City for other purposes without the prior written consent of the Agreement Administrator.
3633 This Article 41 does not apply to content, ideas, or concepts described in such materials and does not apply
3634 to the format of such materials. This section shall survive the termination or expiration of this Agreement.

3635 **Article 42. Waiver**

3636 42.01 Waiver by City or Contractor of any breach for violation of any term, covenant, or condition
3637 of this Agreement will not be deemed to be a waiver of any other term, covenant, or condition or any
3638 subsequent breach for violation of the same or of any other term, covenant, or condition. The subsequent
3639 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will

3640 not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this
3641 Agreement. No waiver by the City or Contractor shall be binding unless in writing by the waiving party.

3642 **Article 43. Prohibition Against Gifts**

3643 43.01 Contractor represents that Contractor is familiar with City’s prohibition against the
3644 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or
3645 designated employee any gifts prohibited by the City.

3646 **Article 44. Point of Contact**

3647 44.01 The day-to-day dealings between Contractor and City will be between Contractor and the
3648 Agreement Administrator.

3649 **Article 45. Notices**

3650 45.01 Except as provided in this Agreement, whenever either party desires to give notice to the
3651 other, it must be given by written notice addressed to the party for whom it is intended, at the place last
3652 specified, and to the place for giving of notice in compliance with the provisions of this Section. For the
3653 present, the parties designate the following as the respective persons and places for giving of notice:

3654 As to the City:

3655 _____

3656 _____

3657 _____

3658 As to the Contractor:

3659 _____

3660 _____

3661 _____

3662 45.02 Notices given by personal delivery shall be effective immediately. Notices given by mail
3663 shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United
3664 States mail. Changes in the respective address to which such notice is to be directed may be made by written
3665 notice.

3666 45.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
3667 may be given to Contractor orally by telephone at Contractor’s local office with confirmation sent to Contractor
3668 through the Customer Service System by the end of the Workday.

Article 46. Transition to Next Contractor

46.01 In the event Contractor is not awarded an extension or new contract to continue to provide Solid Waste Collection following the expiration or early termination of this Agreement, Contractor will cooperate fully with City and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation will include, but not be limited to, transfer of computer data and files; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Collection Containers; providing adequate labor and equipment to complete performance of all Solid Waste Collection required under this Agreement; taking reasonable actions necessary to transfer ownership of carts and bins, as appropriate, to City, including transporting such Containers to a location designated by the Agreement Administrator; coordinating Collection of Materials set out in new Containers if new Containers are provided for a subsequent Agreements; and providing other reports and data required by this Agreement.

Article 47. Contractor's Records

47.01 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and accurate financial and accounting records, pertaining to cash, billing, and disposal transactions for the franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles. These records and reports are necessary for the City to properly administer and monitor the Agreement and to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than four (4) years following expiration or other termination hereof or for any longer period required by law, full, complete, and accurate records as indicated in the Agreement.

47.02 Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection or audit at any time during regular business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents will be provided to City electronically, available to City for inspection at the local Contractor office, or available to City for inspection at an alternate site if mutually agreed upon.

47.02.1 Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or information contained therein ("Records") which Contractor is required to provide to City under this Agreement to be of a proprietary or confidential nature. In such instances, Contractor will inform City in writing of which records are considered propriety or confidential and shall identify the statutory exceptions to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act ("FOIA"), or a subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the request, subpoena, or order and of City's obligation and intent to provide a response within ten (10) calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the Records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to respond within the timeframe

3708 stipulated, then City may proceed to disclosure the Records, in which event Contractor agrees, waives, and
3709 releases City of any liability for the disclosure of the Records. In the event Contractor seeks a court order to
3710 stay or enjoin the disclosure of the Records, Contractor agrees to indemnify, defend, and hold harmless the
3711 City, its Council, elected and appointed board or commission members, officers, employees, volunteers, and
3712 agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim,
3713 demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial,
3714 quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject
3715 CPRA, FOIA request, or subpoena for the Records. This indemnity obligation shall survive the expiration or
3716 termination of this Agreement.

3717 47.03 Where City has reason to believe that such records or documents may be lost or discarded
3718 in the event of the dissolution, disbandment, or termination of Contractor's business, City may, by written
3719 request or demand of any of the above-named officers, require that custody of the records be given to City
3720 and that the records and documents be maintained in City Hall. Access to such records and documents will
3721 be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-
3722 interest.

3723 47.04 Failure to Keep and Preserve Records. The refusal of Contractor to keep and preserve any
3724 of the records required shall be deemed a material breach of this Agreement and shall subject Contractor to
3725 all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

3726 **Article 48. Entire Agreement**

3727 48.01 This Agreement and the attached Exhibits constitute the entire Agreement and
3728 understanding between the parties, and the Agreement will not be considered modified, altered, changed, or
3729 amended in any respect unless in writing and signed by the parties.

3730 **Article 49. Severability**

3731 49.01 If any provision of this Agreement or the application of it to any person or situation is to any
3732 extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions
3733 to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
3734 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

3735 **Article 50. Right to Require Performance**

3736 50.01 The failure of City at any time to require performance by Contractor of any provision of this
3737 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any
3738 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such
3739 provision or as a waiver of any provision itself.

Article 51. All Prior Agreements Superseded

51.01 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Article 52. Headings

52.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

Article 53. Exhibits

53.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

Article 54. Attorney's Fees

54.01 If litigation is brought by a party in connection with this Agreement, the prevailing party will be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the enforcement of any of the terms, conditions, or provisions of this Agreement.

Article 55. Commencement Date

55.01 This Agreement will become effective when it is properly executed by City and Contractor, and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.

3763 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3764 date(s) below each signature.

3765 CITY OF PINOLE
3766 A Municipal Corporation

CONTRACTOR

3767 By: _____

By: _____

3768

3769

3770 Title: _____

By: _____

3771

President

3772

3773 ATTEST: _____

By: _____

3774 City Clerk

3775 APPROVED AS TO FORM

3776 City Attorney

3777

Secretary

3778 By: _____

3779

Exhibit 1

Maximum Service Rates

RESIDENTIAL

	Collection Charge	Post Collection Charge	Vehicle Impact Fee	City AB 939 Fee	Total Monthly Rate
20-gallon	\$ 25.08	\$ 7.56	\$ 5.40	\$ 0.83	\$ 38.87
35-gallon	\$ 26.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 47.93
35-gallon Sr.	\$ 24.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 45.93
65-gallon	\$ 50.98	\$ 24.66	\$ 14.10	\$ 1.51	\$ 91.25
95-gallon	\$ 72.79	\$ 37.02	\$ 20.85	\$ 2.19	\$ 132.85

7/1/2025 COMMERCIAL COLLECTION RATES (COMBINED)

BIN	Times per Week				
SIZE	1	2	3	4	5
1 YARD	\$ 355.63	\$ 620.87	\$ 885.92	\$ 1,151.19	\$ 1,416.24
2 YARD	\$ 586.06	\$ 1,067.83	\$ 1,549.81	\$ 2,031.48	\$ 2,513.41
3 YARD	\$ 801.72	\$ 1,486.68	\$ 2,171.72	\$ 2,856.69	\$ 3,541.72
4 YARD	\$ 1,009.62	\$ 1,891.26	\$ 2,772.91	\$ 3,654.72	\$ 4,536.21
5 YARD	\$ 1,212.89	\$ 2,288.47	\$ 3,363.83	\$ 4,439.52	\$ 5,514.76
6 YARD	\$ 1,414.38	\$ 2,682.42	\$ 3,950.65	\$ 5,219.26	\$ 6,487.21
7 YARD	\$ 1,614.27	\$ 3,075.18	\$ 4,536.75	\$ 5,997.55	\$ 7,458.62

3787 INDUSTRIAL

7/1/2025 INDUSTRIAL ROLL-OFF SERVICE RATES			
Rate Per Haul	Plus disposal rate (per ton)		
MSW, Miscellaneous Trash, C&D, Green Waste, Wood, Dirt, Concrete, Cardboard, Metal			
Box Size	Current	2025 Rate Adj 16.21%	2025 Total Rate
10 Yard	530.00	85.91	615.91
14 Yard	588.00	95.31	683.31
20 Yard	624.00	101.15	725.15
30 Yard	675.00	109.42	784.42
40 Yard	746.00	120.93	866.93

3788

3789 ONE TIME CHARGES

Additional Pickup	
Size	RATE
1 yd	\$116.78
2 yd	\$183.98
3 yd	\$247.54
4 yd	\$309.15
5 yd	\$369.73
6 yd	\$429.77
7 yd	\$489.42
35 gal	\$14.31
65 gal	\$28.62
95 gal	\$42.94

SPECIAL SERVICES/ANCILLARY CHARGES	
Service	RATE
Return Trip	\$42.79
Carryout Fee	\$11.30
Additional Cart - Recy/Organic	\$11.23
Cart Replacement	\$81.78
Contamination - Per Cart	\$37.09
Contamination - Per Yard	\$116.78
Overage Fee - Per Cart	\$14.31
Overage Fee - Per Yard	\$116.78
Box Wash	\$348.45
Bin Wash (1-7 yd)	\$128.49
Cart Wash	\$49.77
Lock Replacement	\$38.03
Dry Run (Industrial Box)	Same as pull rate

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3791

Exhibit 2

List of City Facilities

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3793

3794

3795 1. City Hall, Police/Fire 880Tennent

3796 2. Corp Yard, Treatment Plant

3797 3. Fire Station

3798 4. Senior Center

3799 5. Memorial Stadium

3800 6. Swim Center

3801 7. Pinole Valley Park

3802 8. Downer Grove

3803

3804
3805

Exhibit 3

Collection Container Specifications

Cart Specifications.

- All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.
- Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.
- Contractor must provide Carts having an approximate volume of 20, 32, 64, and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.
- Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, have attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.
- Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids should be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.
- Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.
- Carts must be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., a serial number for carts), weight limit, images of the type of materials to be Collected, and a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the Term to maintain a near new appearance. Decals/labels showing types of materials Collected in each Cart must be replaced annually.
- Cart and lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Bin Specifications.

- Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition, and without rust or dents.
- Wheels, forklift slots, and other appurtenances which are designed for movement, loading, or unloading of the Container, must be maintained in good repair.
- Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4 cubic yards.
- Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.
- Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, as well as a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste." Bins must be labeled in English and Spanish.
- Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the Maximum Service Rate set forth in Exhibit 1.
- Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.
- Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Roll-off Container Specifications.

Roll-off Container specifications shall be the same as Bin specifications. Roll-off Containers shall be provided in sizes 10, 20, 30, and 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, and 40 cubic yards. Contractor is obligated to provide covers for Roll-Off Containers upon Customer request.

Kitchen Food Waste Pails

In the event that Kitchen Food Waste Pails are no longer provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section 30.01, Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to any new Dwelling Units that are added to Contractor's Service Area during the Term of this Agreement. The distribution to new Dwelling Units must be completed within three (3) Workdays of receipt of notification from City or the Dwelling Unit.

Contractor will make Kitchen Food Waste Pails available at one or more annual Contractor-hosted events, such as a paper-shredding event or a HHW drop-off event, to make it easier for MFD Dwelling Units to learn about and acquire the pails. The services described in this paragraph are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

Containers End of Life

Collection Containers must be recycled at the end of their useful life.

Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the City and shall report all purchases of Carts and Bins under this Agreement as attributable to the City for sales tax purposes.

3806

Exhibit 4

Administrative Charges and Penalties

All dollar figures stated below shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
a.	Failure to respond to each complaint within three (3) Workdays of receipt of complaint.	\$200 per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$500 per day.	-0- if cured in 5 days
c.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$200 per day.	-0- if cured in 10 days
d.	Failure to include all parts of quarterly and annual reports specified in Sections 22.04 and 22.05 in the submitted reports.	\$200 per day if not cured in 10 days.	-0- if cured in 10 days
e.	Failure to provide data, information, or documentation required by this Agreement within the timeframe stipulated herein.	\$100 per day.	-0- if cured in 5 days
f.	Failure to respond to respond to any City request for data or information, as referenced in Section 5.15, within five (5) Business Days of receipt of the request.	\$100 per day.	-0- if cured in 5 days
g.	Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
h.	Failure for Collection Cart to be compliant with specifications of Exhibit 3 or Section 18.09.	\$50 each Collection Cart not compliant.	-0- if cured in 30 days
i.	Failure for Collection Bin to be compliant with specifications of Exhibit 3 or Section 18.09	\$100 each Collection Bin not compliant, if not cured in 5 days	-0- if cured in 30 days
j.	Failure for Collection Container to be compliant with SB 1383 labeling requirements or the labeling requirements outlined in Section 20.10 of this Agreement.	\$100 each Collection Container not compliant.	-0- if cured in 30 days

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
k.	Failure to comply with manufacturers' recommendations or State and Federal vehicle weight limitations, as required in Section 18.05.	\$100 per incident after twenty-five (25) such incidents per quarter.	Cannot be cured
l.	Failure to display Contractor's name and customer service phone number on Collection Vehicles, or to otherwise be out of compliance with Section 18.08.	\$100 per incident per day.	-0- if cured in 30 days
m.	Failure to Collect a missed Collection Container by close of the next Workday upon notice to Contractor, that exceeds twenty (20) incidents within the Service Area within any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
n.	Failure to repair (including removal of graffiti) or replace damaged Containers and/or Containers that are not in good working order within the time required by this Agreement, that exceeds twenty (20) incidents in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
o.	Accumulation of more than forty (40) complaints per Quarter regarding documented incidences of carts left in untidy conditions (e.g., carts not left standing upright, cart lids not closed, carts left in wrong locations) by Contractor	\$1,000 per Quarter, plus \$10 per complaint beyond the first 40 complaints	
p.	Failure to maintain Collection hours as required by this Agreement.	\$500 per day.	-0- if not cured in 5 days
q.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0- if not cured in 30 days
r.	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.07 and 5.10.	\$500 per day for failure to implement correction plan.	Submit for approval to City and implement plan of correction to City within 30 days.

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
s.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a quarter for the same vehicle.	\$500 per incident in excess of three (3)	
t.	Failure of Contractor to clean up spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City, in excess of five (5) incidents during a calendar year.	\$100 per incident.	
u.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
v.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
w.	Failure to provide City with documentation verifying Diversion, as outlined in Section 8.02, was achieved.	\$1,000 per Quarter.	Submit for approval to City and implement plan of correction within 30 days.
x.	Failure to Collect Holiday trees on Collection Days.	\$100 per day.	-0- if not cured in 7 days
y.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day.	-0- if not cured in 7 days
z.	Failure to initially respond to a Service Recipient complaint within one (1) Business Day.	\$50 per failure to resolve Customer compliant or request.	-0- if not cured in 7 days
aa.	Replacement fee when requesting a new set of keys to access City Service Unit sites.	\$500 per set of keys replaced, in addition to the cost of replacing the keys.	
bb.	Failure to pick up abandoned waste within twenty-four (24) hours upon request from the City.	\$500 per day per incident	-0- if not cured in 3 days

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
cc.	Failure to provide Roll-Off Containers or staff for a City of Pinole Community Clean-Up Event.	\$1,000 per site per event	
dd.	Failure to drop off a Container requested by the City in the timeframe requested, provided the City gives at least four (4) days advance notice.	\$100 per day.	-0- if not cured in 3 days
ee.	Failure to comply with any other provision in this Agreement	\$200 per incident	-0- if not cured in 30 days

3812

Exhibit 5

Customer Service Plan

1. Overview

When fielding a customer request, CSRs immediately access the customer's account information in Republic's customer management system, InfoPro. Republic owns the InfoPro application and continues to invest in it. When a new technology must be integrated, Republic's IT team makes the necessary modifications. CSRs can access all pertinent customer information through InfoPro, including service address, pick-up day, rate, service level, and a complete history of service requests and resolutions.

- After determining the customer need, the CSR inputs all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.

- If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.

- If the request requires action on the part of Republic, a work order will be generated for the appropriate department to address, end the telephone call, and produce an online work order in InfoPro, that must be closed out within two (2) days.

When customers contact Republic through the My Resource web portal or mobile application, the process is automated, and information is immediately and directly sent to the proper department for prompt handling.

Each time a customer contacts Republic, inquiries and concerns are entered into InfoPro, including date, time, customer name, address, and the nature, date and manner of the resolution is also logged and sent to Drivers and Supervisors. Dispatch monitors all work orders requiring driver action. Upon receipt of a work order requiring same-day completion, a special alert is generated, and the appropriate driver is instructed as to what is needed to complete the order. In addition, each driver verbally contacts dispatch prior to completion of their assigned route to ensure all outstanding requests are fulfilled prior to returning to the operations facility.

Republic Route Supervisors spend the majority of their time working in their assigned area(s), which enables them to meet drivers at the customer location to ensure quick, permanent resolution. Drivers document completion of all same-day service orders in the system.

Common customer requests and concerns are tracked and reported by Republic business unit company- wide, which has resulted in an exceedingly high level of customer service.

2. Service Recipient Billing

- Residential customers are billed quarterly, while Commercial and Industrial customers are billed monthly.
- The initial step for the CSR is to confirm the customer's name, service address, and reason for inquiry. After listening to and stating the reason(s) for the customer call, the CSR can assist in addressing and resolving their needs.

3856 Common billing inquiries may include but are not limited to, requests for
3857 cart/container size increase or decrease, service day increase or decrease
3858 changes, customer new starts, or stopping service.

- 3859 • When and if billing disputes arise, CSRs are trained to actively listen and
3860 understand the customer concern, review the invoice, and investigate and
3861 gather supporting relevant information to successfully resolve the
3862 customer's concern.
- 3863 • In the spirit of a one-call resolution, the customer's concern is typically resolved
3864 at that time. If a situation requires escalation to the Customer Service Manager,
3865 they will immediately and professionally attempt to resolve the issue to the
3866 customer's satisfaction.

3868 3. Technology Network

3869 Our phone systems are modern and sufficient to handle all calls from the City of
3870 Pinole customers. As the incumbent, our existing website will be updated to include all
3871 changes selected by the city.

3872 4. Staffing Levels

3873 There are approximately 7,152 service accounts in the City of Pinole service
3874 area. Our highly trained, engaged, and dedicated CSR team ensures an excellent
3875 customer experience with limited average wait time of only .19 second speed of
3876 telephone call answer (ASA)--below the national industry standard and exemplifying our
3877 commitment to exceed customer expectations.

3878 5. Payment Programs

3879 Modern day customer service is about customer options and simple solutions.
3880 Newer generations expect web-based and mobile app-based abilities to self-serve
3881 simple needs at any time of the day or night. Certainly, more complex topics may still
3882 require person-to-person interaction, but a vast majority of customer service contacts in
3883 this industry are topics that can be self-served. For this reason, Republic Services has
3884 invested to create state-of-the-website and mobile app. Our customers now can reach
3885 us

3886 24/7 via our website, www.republicservices.com/municipality/wccc-ca.com, or
3887 via our Republic Services mobile app. Our self-service options are designed to improve
3888 overall response time, enabling resolutions to simple customer inquiries and needs
3889 anytime, anywhere with the least amount of customer inconvenience as possible.
3890 Through our website and mobile app customers can:

- 3891 • Pay their bill
- 3892 • Schedule an extra pick up
- 3893 • Discover new services
- 3894 • Receive weather and holiday service updates
- 3895 • Sign up for autopay and paperless billing
- 3896 • Submit inquiries or complaints "Track My Truck" where customers can see where a
3897 truck is currently located on route.

3898 Service alerts to notify residents or businesses of changes or delays. Alerts such as blocked containers
3899 will provide a notification with a photo uploaded to the app

Exhibit 6

Collection Service Operations Plan

Republic Services' continued growth and extensive experience in Collection programs and Diversion have situated the company in a position to ensure that necessary resources will be available during the agreement term.

1. Vehicles Collection Vehicles

Industrial											
Truck #	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
3425	Roll-Off	2020	8	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10.5 Tons
3426	Roll-Off	2020	9	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
3427	Roll-Off	2020	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10.5 Tons
3428	Roll-Off	2019	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 .5Tons
3429	Roll-Off	2020	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10 .5Tons
3430	Roll-Off	2020	9	Renewable	PETERBILT		3	55000	42' at 90 deg	85=95 db	10.5 Tons
3431	Roll -Off	2021	9	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
3432	Roll-Off	2021	10	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
3433	Roll-Off	2022	10	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
Commercial											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
1217	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 tons
1218	FL	2017	5	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85=95db	11 tons
1219	FL	2018	6	Renewable	PETERBILT	40CY	4	55000	42' at 90 deg	85-95 db	11 tons
1220	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1222	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1223	FL	2022	10	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1224	FL	2019	7	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1227	FL	2024	10	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1228	FL	2024	10	Renewable	PETERBILT	40CY	4	55000	42' at 90 deg	85-95 db	11 tons
Residential											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
2169	ASL	2015	2	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2171	ASL	2015	2	Renewable	PETERBILT	31Cy	4	57500	42' at 90 deg	85-95 db	11 tons
2172	ASL	2015	2	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2173	ASL	2018	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons

2174	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2175	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2176	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2177	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2185	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2186	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2187	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2188	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2189	ASL	2019	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2190	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2191	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2192	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2193	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2194	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2195	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2196	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2197	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2198	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2199	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2400	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2326	REL	2006	2	Renewable	PETERBILT	28CY	3	55000	42' at 90 deg	85-95 db	9 tons
2330	REL	2007	3	Renewable	PETERBILT	28CY	3	55000	42' at 90 deg	85-95 db	9 tons
2331	REL	2007	3	Renewable	PETERBILT	28CY	3	55000	42' at 90 deg	85-95 db	9 tons
2336	REL	2012	2	Renewable	ford	8CY	2		NA	85-95 db	6 tons
2440	ASL	2023	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2401	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2402	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2403	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2404	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2405	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2406	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2407	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2408	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2409	ASL	2024	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2410	ASL	2024	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2411	ASL	2024	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2337	REL	2012	2	Renewable	Izuzu	8 CY	2	29000	NA	85-95 db	6 tons
2338	REL	2015	5	Renewable	Izuzu	8 CY	2	29000	NA	85-95 db	6 tons
2346	REL	2018	6	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons
2347	REL	2021	9	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons

2348	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 tons
2349	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 Tons
2350	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 Tons
2351	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 Tons
2352	REL	2024	12	Renewable	Izuzu	8 CY	2	29000	na	85-95 db	6 tons

a) Vehicle Specifications:

The requested vehicle specifications are identified below.

	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Side Loader	Bio Fuel	31	4	57,500	10	1
Front Loader	Bio Fuel	40	4	55,000	10	1
Scout Truck	Bio Fuel	8	2	10,800	2	1
Flat Bed	Bio Fuel	12 ft	2	10,600	n/a	1
Rear Loader	Bio Fuel	28	3	54,500	8	1

b) Reduction of Air Emissions and Wear & Tear on City Streets

All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently well-maintained collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.

c) Vehicle Technology: With Republic's RISE application, Republic driver and truck locations are reported at regular time and distance intervals, providing the operations team with the whereabouts and situational awareness of the fleet and all routes during the day. Additionally, Republic utilizes geo-fencing capabilities, to set geographic boundaries for routes, which trigger alerts when vehicles cross a defined geo-fence border. This assists operation team members in determining whether drivers are on pace for on-time route completion, or whether additional support must be dispatched due to unforeseen circumstances.

d) Vehicle Maintenance Program: Republic's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime.

e) Vehicle Maintenance Schedule: Republic's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Fleet Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with Company policy and procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report

- 3943 • Towing Report
- 3944 • Drive Compliance and Error Report
- 3945 • Mechanic Productivity Report
- 3946 • Fuel and Meter Report
- 3947 • System Code Spreadsheet Report
- 3948 • Preventive Maintenance (PM) Report (with overdue PM sub-report)

2. Containers

- a. Sufficiency of Capacity: We have a durable process in place to ensure the availability of collection containers that are SB 1383 compliant for our customers.

Container Dimensions			
Container	Height	Width	Depth
20 Gallon Cart	36.2"	19.8"	26.0"
32 Gallon Cart	36.5"	19.8"	26.3"
64 Gallon Cart	41.5"	24.5"	27.5"
96 Gallon Cart	43.2"	28.0"	32.1"
1 Cubic Yard Bin	41.0"	72.0"	24.0"
2 Cubic Yard Bin	41.5"	72.0"	34.5"
3 Cubic Yard Bin	50.5"	72.0"	41.5"
4 Cubic Yard Bin	57.0"	72.0"	50.5"
6 Cubic Yard Bin	57.0"	72.0"	80.0"
7 Cubic Yard Bin	57.0"	72.0"	81.0"

- b. Bin Enclosures and Limited Space: During the assessment, we will identify bin locations and access paths that allow for safe, convenient service. Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.
- d. Container Appearance: Republic takes pride in the appearance of its equipment. The condition of all containers is audited annually, on a rolling basis, and scheduled for replacement as needed. Containers that require repairs or maintenance will be delivered to Republic's local container repair facility in Richmond.
- e. Container Durability: The containers listed above are suitable for all customers. In the event of a customer's space limitations, we can provide and have demonstrated the ability to offer optional services to meet the customer's needs.
- Automated Carts: A weekly Bundled SFD Solid Waste Collection Service system with one (1) 20,32,65,95-Gallon Black Garbage Cart, one (1) 65-Gallon Blue Recyclable Materials Cart, and one (1) 65-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service.
 - Commercial Bins: Republic Services will assist commercial and multi-family customers in achieving compliance with existing and new regulations through personalized outreach and recycling technical assistance to optimize recycling and organic service levels. This includes the continued implementation of a properly signed and colored three-container system. Please refer to *the Education and Outreach section* for information pertaining to education and outreach efforts, both during transition, and ongoing.
 - Republic Services will continue to offer solid waste, recycling, and organic collection services with a variety of collection container sizes and service frequencies to meet single-family, multi-family and commercial community needs, up to six days per week. Collections will be conducted in the following container sizes: 32-, 64 and 96-gallon carts; 1- to 7- yard front load bins; 1–2- yard rear load bins: for recyclable materials, MSW, and green/food waste organics.

- Being the incumbent in Pinole we have already implemented SB 1383 compliant programs which make our evaluation process immensely easier to accommodate each property with the proper size containers and ensure that each customer maximizes the City's participation goals.
- 3. Route Operations:** Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations manager is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.
- a) Advantages to Collection Vehicles Chosen: All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations (see appendix). Consistently well-maintained collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.
 - b) Driver Responsibilities: To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM). DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.
 - c) Anticipated Driver Productivity: During collection activities, drivers are instructed to make notes on their RISE tablets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver to ensure operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.
 - d) Operational Communications: Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations manager is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures. We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct a ride-along with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to succeed in this manner.
 - e) Driver Contamination Monitoring:
For recycling and organic waste setouts, Republic drivers perform a periodic visual contamination check of the cart contents.
 - If **contamination** is visible, the cart will be tagged with a "Corrective Action

Notice,” informing the customer why they received the notice and how to properly sort materials in the future. Subsequent infractions or ongoing unacceptable levels of contamination will also be noticed, and a fee may be assessed. A picture is taken with the RISE tablet and uploaded to the customer’s account.

- As with all **Corrective Action Notices** and other route events and incidents, this information will be logged into Republic’s customer database and routinely shared with the city.

f.) Annual Service Level and Billing Audit Approach

Audit Plan: To additionally mitigate any impacts to our ability to provide reliable service, Republic’s customer management software application, InfoPro, automatically generates a number of reports that are routinely reviewed by Republic managers, most on a daily basis. These include:

Production Reports

This module includes:

- Route Analysis
- Route Downtime Analysis
- Customer Service History
- Daily Operating Summary
- Daily Fuel Report
- Daily Disposal Report
- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

These reports are used in the daily activities of the division in order to monitor productivity and effectiveness.

1. Route Maps: The RISE platform was built for Republic Service employees by Republic Service employees. The RISE platform consists of three components:
 - a. RISE Portal
 - b. RISE Map
 - c. RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities.

The RISE Map: quickly allows new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit helps eliminate unproductive time and total miles traveled, limiting impacts on the city roads and emissions.

RISE tablet: Republic Services rolled out RISE tablets to our industrial drivers starting in 2020 and to our commercial drivers in 2021/2022. The RISE tablets provide our drivers with an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The navigation software uses real-time traffic conditions to avoid delays and incorporate safety mechanisms that record the truck’s height, weight, and length to ensure overpasses and bridges can support our vehicles

4085 **4. Safety**

- 4086
- 4087 a. **Staffing Safety Requirements:** Republic Services has an industry
- 4088 leading safety record that has been 38% better than the industry average
- 4089 for the past ten years, based on OSHA data. In addition, we have been
- 4090 recipients of 72% of the industry's Driver and Operator of the Year
- 4091 awards since 2009.
- 4092 b. Republic Services maintains strict compliance with all applicable DOT
- 4093 (includes physical, drug, and alcohol testing), OSHA, federal, state
- 4094 and local safety requirements while performing all work-related
- 4095 functions.
- 4096 c. We recognize that a safe workforce is not simply a discussion
- 4097 with a new hire, but a dedicated plan to review, educate and
- 4098 verify employee practices constantly. .
- 4099 d. Two of Republic Services' ambitious sustainability goals are tied to
- 4100 specific safety metrics. These include reducing our Occupational Safety
- 4101 and Health Administration Total Recordable Incident Rate to 2.0 or less
- 4102 and
- 4103
- 4104 1) **Training:** Republic Services has the lowest occurrence of incidents
- 4105 and crashes in the industry due to our company-wide emphasis on
- 4106 safety, extensive employee training and ongoing educational
- 4107 development programs. Republic Services requires all operations
- 4108 personnel to participate in extensive classroom training and testing,
- 4109 as well as on-road auditing and policy reinforcement.
- 4110 2) **Personal Protective Equipment:** Republic Services is committed to
- 4111 providing the safest collection and disposal processes possible. We
- 4112 recognize that effective management of worker safety and health
- 4113 protection is a decisive factor in reducing the extent, severity, and
- 4114 cost of work-related injuries and illnesses. Eye, face, head, hand, and
- 4115 high visibility PPE is required to be worn when applicable.
- 4116

4117 **5. Reporting**

- 4118
- 4119 a. **Detailed monitoring and reporting:**
- 4120 Republic Services as the responsible agent to fulfill several of its
- 4121 responsibilities under AB 341, AB 939, AB 1594, and SB 1383. However,
- 4122 Pinole cannot delegate its authority to Republic Services for the imposing
- 4123 of civil penalties to non-compliant generators.
- 4124 b. **Method Used to Track Tonnage:** It is required that all collection
- 4125 vehicles are weighed daily after collection at each of the designated
- 4126 post-collection facilities. All truck weights are captured, reported, and
- 4127 maintained through our PC Scales software.
- 4128

4129 **Process for Reporting Complaints:** We track all service recipient complaints through

4130 our InfoPro system and record notes within the customer's account. Should there be

4131 any disputes we will provide the full-service log to the Cities as required by the RFP.

4132 Please refer to our Customer Service Plan for a detailed process on the protocols for

4133 all customer service interactions

Exhibit 7

Processing and Disposal Facilities

Dictated by the terms of the West Contra Costa County Integrated Waste Management Authority Post-Collection Agreement.

For the purposes of this Agreement, it is assumed that all processing and disposal facilities are those currently used by the City as per the terms of the West Contra Costa County Integrated Waste Management Authority Post-Collection Agreement. These facilities may change in accordance with Section 30.01.A.

West County Resource Recovery – Recycling Center

- Address: 101 Pittsburg Ave. Richmond, CA 94801

- Owner/ Operator: Republic Services

- Permit Status: Current**

- Permitted Capacity: 1,200 tons per day

Republic Services has equipped the West County Resource Recovery Center with cutting-edge sorting technology, capable of processing over 200 tons of residential, commercial, and industrial recycling daily. This innovation helps meet the growing demand for recycling and empowers our customers to achieve their sustainability goals. WCRR also provides CRV recycling buyback, mattress recycling for member agency cities of the West County JPA, and Household Hazardous Waste (HHW) drop-off for all residents of West Contra Costa County. Compost giveaway is offered once a month for West County residents.

Household Hazardous Waste Facility

- Address: 101 Pittsburg Ave. Richmond, CA 94801

- Owner/ Operator: Republic Services

- Permit Status: Current** Permitted Capacity: no tons per day limit

The HHW facility offers no-cost (SFD) drop offs of common household hazardous waste materials such as automotive fluids, batteries, fluorescent light bulbs, paints, stains, solvents, etc. Drop off is currently available to all West Contra Costa County residents. Additionally, mattresses, box springs, and futons may also be dropped off at the HHW facility by Richmond.

Golden Bear Transfer Station

- Address: 1 Parr Blvd, Richmond, CA

- Owner/ Operator: Republic Services

- Permit Status: Current**

- Permitted Capacity:

BAAQMD Tonnage: 2,000 tpd; 730,000 tpy

SWFP Tonnage: 1,000 tpd 7-day average; peak of 1,400 tpd. tonnage not to go over 7,000 tons per week.

– SWFP Trips: 1,706 vehicle trips per day

The Golden Bear Transfer Station processes approximately 440 tons of municipal solid waste (MSW) per day. Materials such as metals, mattresses, tires, electronics, and carpet are diverted from the MSW pile and recovered for recycling purposes.

West Contra Costa Sanitary Landfill Organics Material Processing Facility

- Address: 1 Parr Blvd, Richmond, CA

- Owner/ Operator: Republic Services

- Permit Status: In Review**

- Permitted Capacity:

– SWFP Tonnage: 1,134 tons/day maximum

– BAAQMD Permit Tonnage: 130,000 tons across any consecutive 12-month period

WCCSL's 2017 CASP upgrade processes 325 tons of organics daily, achieving 50% faster composting, 25% water reduction, and 95% lower emissions compared to the old system.

West Contra Costa Sanitary Construction and Demolition Recycling Facility

- • Address: 1 Parr Blvd, Richmond, CA

- Owner/ Operator: Republic Services

- Permit Status: In Process**

- Permitted Capacity:

– SWFP Tonnage: 196 tons/day or 51,000 tons/year

– BAAQMD Tonnage

- ♦ Concrete: 30,000 tons across any consecutive 12-month period

- ♦ Wood: 19,000 tons across any consecutive 12-month period

The C&D facility accepts concrete, dirt, clean wood, and mixed C&D debris for recovery. On average, the facility processes approximately 27 tons of material per day.

Exhibit 8

Sustainability and Compliance Plan

Meeting Diversion Requirements

Diversion Programs SFD

Republic Services shall continue to offer the following collection programs to Single Family Dwellings, Multi-Family Dwellings, commercial, and industrial customers.

- Green Container for Commingled Organic Waste
 - Only food waste, yard waste, green waste, and food-soiled paper allowed in each container.
- Blue Container for Recyclables
 - Traditional recyclables, such as bottles, cans, plastics, and organic waste such as paper and cardboard
- Black Container for Non-Organic Waste
 - Items destined for a landfill that cannot be recycled or composted (including animal waste)

MFD & Commercial Diversion Programs

Republic Services offers a wide range of recycling program container sizes, frequencies, and opportunities for reduced MSW collections from customers' current service levels:

- Website availability of diversion requirements Tips to becoming a better recycler.
- Recycling insights and information
- (PBS) Where does your recycling go? Recycling Simplified
- Sustainability program leader initiative
- MFD service guides
- MFD brochures
- MFD toolkit
- Posters, guides, stickers, bin labeling – Sustainability Advisors shall provide this material during initial site visit and as needed in the future.
- Waste presentations and trainings – Sustainability Advisors will provide waste trainings to staff, managers, janitors, etc. to encourage proper sorting and program participation.

Republic intends to be a fully active and committed partner to educate the customer base, enrolling them in required recycling programs and shifting away from the voluntary mindset to comply with the law. To achieve this, it is recommended that the city establish a mandatory participation ordinance with enforceable actions to ensure joint success.

Bulky Waste Diversion Program: On-call curbside household bulky items & electronic waste pickup:

- Mattresses
- TVs
- White goods (refrigerators, washers, dryers, household appliances)

We utilize two of our facilities: the Household Hazardous Waste Facility to divert mattresses, box springs, and futons and the Golden Bear Transfer Station to divert materials such as metals, white goods, mattresses, tires, electronics, and carpet.

C&D Waste Diversion Program

For construction and demolition projects, services will be performed in a manner that complies with CalGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered projects.

Air Emission Reduction

All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently well-maintained collection vehicles greatly cut emissions (and noise) reducing wear and tear on City Streets. Optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.

Environmental Stewardship

We use renewable fuel vehicles for all collection activities.

Recycled Products – Operations

Vehicle fluids recycling - We recycle all capturable vehicle fluids through a local vendor allowing for circularity of any necessary hydrocarbon fluids.

Maintenance core returns

- Most parts used within our trucks use “cores” which can be refurbished and reused within a future remanufactured part.
- Use of local parts vendors to reduce GHG emissions
- In order to maintain our fleet in the most efficient manner and support the local vendor network we primarily source our parts from local vendors which has a beneficial effect of reducing GHG emissions from shipping parts over long distances.

Metal recycling. We take every opportunity to recycle metals within our maintenance processes to avoid wasteful introduction of primary metals and recover some of our cost of purchase, thereby reducing rates to service recipients.

Tire recycling. All tires that are worn to the point of being removed from service or irreparably damaged are diverted from landfills via partnering with our tire partner.

Water and Power Conservation /Waste Reduction and Reuse

- 3 stream system set up in breakrooms to capture all food waste, recycling, and trash
 - Each desk area has recycling baskets
 - Recycling baskets are readily available at all printer stations around the office.
 - Nearly all employees have their own reusable water bottle.
 - Kitchen is stocked with re-usable cups, plates, and utensils to minimize single use waste
- E-waste (laptops, cell phones, keyboards, printer ink) is returned to IT for recycling and internal reuse
 - Batteries and other HHW are collected and dropped off to the HHW facility in Richmond
 - Electricity is reduced after hours and weekends
- Upgraded water system – integrated filtration system that eliminates the need for single use plastic water bottles and water jugs

Our office fosters a culture of sustainability through a comprehensive waste reduction and recycling program. Breakrooms boast a 3-stream system for food scraps, recyclables, and general trash, while personal recycling baskets sit at every desk. Printer stations are equipped with readily available recycling bins, and nearly all employees carry their own reusable water bottles, minimizing single-use plastic. The

kitchen is stocked with reusable plates and utensils, minimizing single-use waste. Even electronics get a second life through responsible e-waste recycling by the IT team. Responsible energy use extends to after-hours and weekends with reduced electricity consumption, and a state-of-the-art water filtration system eliminates the need for plastic water bottles. Additionally, the commitment to sustainability extends beyond waste, with electricity being conserved after hours and weekends, demonstrating our dedication to both environmental and economic responsibility.

Innovative “Green Approach”

Innovative Facilities

Polymer Center Plastic Circularity – Polymer Center with increasing desire to address the plastic recycling challenges, Republic Services offers a unique and leading ability to enable greater plastic circularity for our municipalities. There is a growing gap in the North American supply chain for recovered plastics to serve Consumer Packaged Goods (CPG) manufacturers’ increasing goals as well as state legislation mandating circularity. This is driven by the inability for traditional recycling centers to generate the CPG level quality that manufacturers need, as well as the barrier that exist for a third party to aggregate enough volume to make such business economically viable. Republic Services has a solution for this challenge.

Understanding the Market

Plastic packaging in North America faces a challenge to achieve circularity in recycling. For example, the likelihood of a water bottle in America becoming another water bottle is slim. This is attributed to three key factors: 1) public education, 2) lack of proper recycling opportunities, and 3) the ability of the plastic material to be properly separated and aggregated into a quality that manufacturers can accept into their production lines. Public education and proper recycling opportunities are tightly coupled. Typical PET water bottles for instance, are designed for convenience, and are likely disposed of away from home in waste containers destined for a landfill. Municipalities that work on public education, as well as comprehensive placement of recycling containers throughout the municipality, create a much higher probability that plastics will make their way to a modern recycling center, rather than a landfill. However, once plastics arrive at a modern recycling center, the technology design at these facilities yields a bale that contains a mix of cross-contamination, which means the bale contains plastic grades that are not optimized for the increasing CPG goals and quality requirements. Currently, a majority of PET that is recovered in a modern recycling center is “downcycled” into carpet and textiles. Of roughly 14 million tons of North American consumer packaging plastics that are generated every year, 10M tons are landfilled, and 2M tons are incinerated. Of the 2M tons that are recovered through modern recycling programs and centers, 1.7M tons are “downcycled,” while only 0.3M tons (2%) can achieve circularity.

Covered Aerated Static Pile (CASP) System

In 2017, WCCSL transitioned from a windrow compost system to a Covered Aerated Static Pile (CASP) system. The new CASP system utilizes components directly from landfill gas collection system equipment including HDPE headers and aerators, blower systems, and state-of-the-art SCADA system temperature and moisture controls. Advantages of the CASP are up to 95% reduction in emissions when compared to the windrow system, 50% reduction in composting time, and 25% reduction in water use. The facility receives approximately 85,000 tons per year (or about 325 tons per day) of organics. All facilities are local. Compost is donated back to the community via compost giveaways.

Exhibit 9

Education and Outreach Plan

Prior to Service Start Activities

1. Notification to all customers of the new contract
2. Include language on future communications detailing any new and enhanced services.
3. Update Republic Services website with new agreement programs and services.

Implementation Programs

Schedule of Materials/Service Brochures/Site Visits

Republic Services will implement and distribute the following education and outreach materials currently in practice:

1. Recyclability of materials brochure
2. Acceptable/unacceptable organics brochure
3. Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.)
 - How-to posters (distributed during site visits) Public events and booths (on-call)
 - Various outreach (on-call):
 - Social Media
4. HOAs
5. Civic Groups
6. Annual service brochures mailed to all new customers.
7. Quarterly newsletters (value added service offering by Republic Services)
8. City specific website (ongoing)

Community Meetings: Republic Services may schedule meetings and/or public presentations to HOAs, business and neighborhood groups, volunteer organizations, etc. to provide recycling-related information and encourage compliance with programs/mandatory collection services.

Written Notices and Outreach Material: Service guides shall be mailed to each new customer which include Republic Services' Residential Service Guide. This service guide outlines sorting of materials for proper disposal shown through both text and images. It shall also outline the proper handling of universal and hazardous wastes, proper cart set-out procedures, weekly collection schedule, holiday schedule and additional resources for customers. Republic Services shall prepare and distribute an annual mailer promoting compost giveaways, Christmas tree collection, and other collection activities. The direct mail piece shall include the date and time of each event, regular weekly collection schedule, acceptable materials for collection and any relevant set-out instructions. Republic Services shall prepare and distribute quarterly newsletters to all customers that creatively inform residents and businesses about collection and waste reduction programs.

City, School, Facilities, and Business Community Programs: In pursuit of maximizing waste diversion within the City of Pinole, Republic Services, proposes a multifaceted approach encompassing targeted community campaigns and empowered Sustainability Advisors. Republic Services proposes the following:

1. Increase diversion through targeted campaigns.
2. Comprehensive service guide for commercial customers and staff
3. Maximize diversion and compliance via site visits, waste audits and contamination tags.
4. Highlight and award exemplary commercial businesses.
5. Offer interior recycling.

4370 **City Staff Training:** We will commit to collaborating with city staff and developing training education
4371 materials tailored to the city staff, public works facilities, and processes to achieve the highest level of
4372 diversion.

4373 **Engaging residents of MFDs:** To empower the City of Pinole MFD communities to become active
4374 participants in responsible waste management, Republic Services has established a comprehensive
4375 recycling initiative built on three pillars: information, engagement, and convenience. To achieve ambitious
4376 state diversion goals, Republic Services prioritizes aggressive public education, particularly targeting
4377 MFDs. Through dedicated outreach efforts, we empower MFDs to become active participants in
4378 responsible waste management:
4379

4380 **Engaging Spanish-speaking residents:**

4381 Translating educational materials into Spanish.

4382 Recognizing diverse voices, Spanish presentations may be delivered by bilingual Sustainability Advisors
4383 and shall ensure inclusivity for ESL students, effectively educating and engaging a broader audience to
4384 participate in waste diversion.
4385

4386 **Methods to Reduce Contamination:**

4387 Produce and distribute Multi-Family Service Guide and other collateral materials designed specifically to
4388 reach multi-family residents. These items shall describe topics such as: how to prepare and sort materials
4389 for disposal collection
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Exhibit 10
Acceptable Recyclable Materials

Recyclable Materials include, but are not limited to:

1. Aluminum cans	17. Magazines/catalogs
2. Aerosol cans	18. Mixed plastics (including rigid plastic packaging and other food containers)
3. Aseptic containers	19. Newspaper
4. Brochures	20. Paper
5. Cardboard	21. Paper tubes
6. Cereal boxes	22. Phone books
7. Clothes hangers (both plastic and metal)	23. Pizza boxes
8. Computer paper	24. Plastic containers #1-#7
9. Coupons	25. Plastic film and wrapping
10. Envelopes	26. Plastic milk jugs
11. Frozen food boxes and trays	27. Plastic bags
12. Glass bottles/jars	28. Polystyrene (Styrofoam)
13. Glass cosmetic bottles	29. Tin cans
14. Juice and milk cartons	30. Tissue boxes
15. Junk mail	31. Wrapping paper
16. Laundry bottles	

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