



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

November 4, 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.pinole.gov.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.pinole.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-Spears at (510) 724-8928 or hbell@pinole.gov.

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

Note: Staff reports are available for inspection on the City Website at www.pinole.gov. You may also contact the City Clerk via e-mail at hbell@pinole.gov.

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

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

2. LAND ACKNOWLEDGMENT

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

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

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

4. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: 651 Pinole Shores Rd
402-220-021

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

Negotiating parties: Jaclyn Bellicitti, Site Acquisition Centerline Communications, Authorized Representative for Verizon

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: 2100 San Pablo Ave.

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

Negotiating party: Art Pakpour

Under negotiation: Price and Terms

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

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

Agency negotiators: City Manager, Kelcey Young

Negotiating Party: American Postal Infrastructure Partners, LLC

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Address: 2301 San Pablo Ave

APN: 401-162-001-2

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

Negotiating Parties: Raquel Conter; Sonny and Kamal Randhawa

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gov. Code § 54957

Title: City Manager

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

1. Appointment to the Contra Costa County Advisory Council on Aging (ACOA)

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. United Against Hate Week

2. Native American Heritage Month

3. World Town Planning Day

4. Sikh Appreciation and Awareness Month

B. **Presentations**

1. Community Services Presentation by Maria Picazo

2. City Banner Programs by Andrea Dwyer

9. CONSENT CALENDAR

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

- A. Approve the Minutes of the Regular City Council Meeting on October 21, 2025.
- B. Receive the October 18, 2025 – October 31, 2025, List of Warrants in the Amount of \$1,382,362.02 and the October 24, 2025, Payroll in the Amount of \$614,031.11.
- C. Authorize Execution of Agreement with Home Match Contra Costa County to Implement Housing Element Program 11: Home Sharing and Tenant Matching **Action: Adopt resolution per Staff Recommendation (Lilly Whalen)**
- D. Adopt a Resolution Authorizing the City Manager to Execute a Memorandum of Agreement with Contra Costa County for Participation in the Brownfields Assessment Coalition Grant (EPA Cooperative Agreement No. BF-97T41601) **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen)**

10. PUBLIC HEARINGS

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

- A. None

11. OLD BUSINESS

- A. None

12. NEW BUSINESS

- A. Community Services Commission Bylaws Update **Action: Approve Staff Recommendation (Andrea Dwyer)**
- B. Approval of Guidelines for the Private Sewer Lateral Program of Fiscal Year 2025/26 – Project # SS2407, and Approval of Updating the Five-Year Capital Improvement Plan to Continue the Program during Fiscal Year 2026/27 through Fiscal Year 2029/30 **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**
- C. Overview of Procedural Requirements for Authorization and Implementation of a Commercial Cannabis Business Program **Action: Discuss and provide direction (Eric Casher, Markisha Guillory)**

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 November 18, 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-Spears, CMC

City Clerk

POSTED: Thursday, October 30, 2025 at 4:00 pm



CITY COUNCIL REPORT

7.B.1.

DATE: NOVEMBER 4, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heather Bell, City Clerk, hbell@pinole.gov
SUBJECT: APPOINTMENT TO THE CONTRA COSTA COUNTY ADVISORY COUNCIL
ON AGING (ACOA)

RECOMMENDATION

Staff Recommends that the City Council Appoint Zee Handoush to the ACOA for a term commencing immediately and ending on 9/30/2027 by minute order.

BACKGROUND

The Contra Costa County ACOA is a dedicated group of county residents committed to improving the quality of life for older adults throughout Contra Costa County. They provide leadership, advocacy, and a vital channel of communication on aging issues. In partnership with the Area Agency on Aging, the Council helps coordinate countywide planning, collaboration, and resources to ensure older adults have access to the services and opportunities they need. Their mission is to advocate for programs, legislation, and policies that support older adults, while also educating the community about the many resources offered by local non-profits and government agencies. They also serve in an advisory capacity to the Contra Costa County Board of Supervisors on issues important to their aging population. The Council's work groups focus on a wide range of priorities, including transportation, health, housing, legislative advocacy, technology, elder abuse prevention, and nutrition. In addition, their members actively volunteer and engage in programs that benefit older adults at the city, county, and state levels.

REVIEW AND ANALYSIS

The ACOA holds 19 seats for local City Representatives. The City of Pinole's seat is currently vacant.

The City received an application from Zee Handoush which is included as Attachment A to this report for the City Council's consideration.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

A. Zee Handoush Application Redacted

Application Form

Profile

Zee Handoush
First Name Middle Initial Last Name

[Redacted] Suite or Apt
Home Address
Pinole CA 94564
City State Postal Code

Home: [Redacted]
Primary Phone

[Redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☒ District 2

Self-employed Wellness coach/consultant
Employer Job Title

Length of Employment

17years

Do you work in Contra Costa County?

☒ Yes ☐ No

If Yes, in which District do you work?

District 2

How long have you lived or worked in Contra Costa County?

50 years

Are you a veteran of the U.S. Armed Forces?

☐ Yes ☒ No

Board and Interest

Which Boards would you like to apply for?

Advisory Council on Aging: Submitted

Seat Name

TCAB member

Have you ever attended a meeting of the advisory board for which you are applying?

☒ Yes ☐ No

If Yes, how many meetings have you attended?

2

Education

Select the option that applies to your high school education *

☒ High School Diploma

College/ University A

Name of College Attended

CCC

Degree Type / Course of Study / Major

Degree Awarded?

☐ Yes ☐ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

☐ Yes ☐ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

☐ Yes ☐ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

☐ Yes ☐ No

Other Training B

Certificate Awarded for Training?

☐ Yes ☐ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, committee, or commission.

During my 35 year work experience in Contra Costa County, the last 17 of which have been in the medical cannabis wellness industry, I have had numerous opportunities to meet and get to know the people in my community, many of whom are African American and struggling from the trauma of the many facets of systemic racism that continue to plague us all, but most profoundly them and their families. I have become familiar with several patterns of life choices this generational and ongoing abuse manifests as. I believe that the experience I've gained, and the solutions that I have used to effectively assist many members of my community, can be an asset for the Board.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

In addition to the reasons listed above as to why I would like to serve on this Board, I believe that I have a lot to offer in terms of my work and life experience. As a Palestinian American man of color and son of immigrant parents, I am no stranger to the many and layered ways that our day to day lives get impacted by structural inequality. Despite these obstacles, I have found ways to build my confidence, improve my mental health, and build a meaningful and successful life. For the past 17 years, the main aspect of my work has been to use my acquired knowledge of how our bodies work and are able to thrive, in conducting one-on-one sessions with patients to jointly figure out a plan of action that best meets their individual needs. I believe that my lived experience and my work as a wellness consultant in the city of Richmond qualify me to be on the Board.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

☒ Yes ☐ No

Do you have any obligations that might affect your attendance at scheduled meetings?

☐ Yes ☒ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

☐ Yes ☒ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Richmond Rotary Board Richmond Chamber Board Just imagine Kids Board Kiwanis club member Seven Seeds of Hope Board Volunteer for GRIP Volunteer for RPAL

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relationships?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☒ I Agree

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: (1) file a Statement of Economic Interest Form also known as a Form 700, and (2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
 - (1) Mother, father, son, and daughter;
 - (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 - (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 - (4) Registered domestic partner, pursuant to California Family Code section 297;
 - (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
 - (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Proclamation

UNITED AGAINST HATE WEEK OCTOBER 19-25, 2025

***WHEREAS**, the United States Constitution was designed to confer equality on all individuals regardless of race, national origin, religion, or political beliefs; and*

***WHEREAS**, nationwide politics, policies and rhetoric have created a toxic environment that encourages racist, xenophobic, sexist, and homophobic expression by hate groups and individuals; and*

***WHEREAS**, there has been an alarming increase in hate crimes and divisive speech targeting specific ethnic or religious groups throughout the United State in recent years; and*

***WHEREAS**, in 2017, Bay Area cities printed "United Against Hate" posters to be displayed by residents and business in response to hate group protests in Berkeley and San Francisco; and*

***WHEREAS**, United Against Hate Week was created in 2018 as a direct response to the rise in hate crimes and the increase in bias that pose a dangerous threat to the safety and civility of our communities; and*

***WHEREAS**, the City of Pinole joins in what has become a national movement, as UAHW has expanded into neighborhoods and cities across the country, to raise awareness about the dangers of hate and to promote cooperation among diverse populations; and*

***WHEREAS**, the City of Pinole finds that it is vital that all citizens know and understand the importance of creating inclusion and equity through education and communication to combat mistrust, fear, and insecurity; and*

***WHEREAS**, this week of action serves as a reminder of the need for compassion, civility, and respect in all our interactions, and the need to continue to build healthy and resilient communities through diversity.*

***NOW, THEREFORE, I, CAMERON SASAI**, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council, call upon all citizens and businesses in the City of Pinole to observe the week of **October 19-25, 2025**, as **UNITED AGAINST HATE WEEK**, and declare **"PINOLE STANDS UNITED AGAINST HATE"**.*

CAMERON SASAI
MAYOR of the City of Pinole



Dated: November 4, 2025



Proclamation

NATIONAL NATIVE AMERICAN HERITAGE MONTH NOVEMBER 2025

WHEREAS, In 1990, President George H. W. Bush signed into law a joint resolution designating the month of November as the first National American Indian Heritage Month (also known as Native American Indian Month); and

WHEREAS, during National Native American Heritage Month we celebrate the rich tapestry of Indigenous peoples and honor their sacrifices, which we recognize as inextricably woven into the history of this country; and

WHEREAS, Native Americans are descendants of the original, indigenous inhabitants of what is now the United States; and

WHEREAS, Indigenous peoples' history in the United States is defined by strength, survival, and a deep commitment to and pride in their heritage, right to self-governance, and ways of life; and

WHEREAS, Today, Native communities are leading the way forward and continuing to strengthen the fabric of the United States; and

WHEREAS, our country is blessed by the character and strength exemplified by the Native Americans who have answered the call of service in our armed forces in greater numbers per capita than any other group in the United States. We honor our Native American veterans and those who are service in active duty for their bravery and sacrifice; and

WHEREAS, the City of Pinole is committed to engaging in dialogues, led by tribal communities, around the opportunities and work in which they are currently engaged in the areas of self-determination, sovereignty, and cultural preservation, in order to create an active government-to-government collaboration; and

WHEREAS, during the month of November, we honor our native peoples in this, their ancestral homes, and recognize their continued contributions in strengthening the diversity of our society.

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the Pinole City Council and the City of Pinole, do hereby proclaim November 2025 as **NATIONAL NATIVE AMERICAN HERITAGE MONTH**, and encourage all citizens to observe this month with appropriate programs, ceremonies, and activities. Also, I urge all to celebrate November 28, 2025, as Native American Heritage Day.

CAMERON SASAI
MAYOR of the City of Pinole



Dated: November 4, 2025



Proclamation

WORLD TOWN PLANNING DAY NOVEMBER 8, 2025

WHEREAS, change and growth is constant and affects all countries, states, regions, cities, and towns, including the City of Pinole; and

WHEREAS, community planning and plans can help manage and direct this change and growth in a way that provides better choices for how people work, live and play in Pinole; and

WHEREAS, the community planning process provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of Pinole; and

WHEREAS, the full benefit of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the international organization for World Town Planning Day was founded in 1949 by the late Professor Carlos Maria Della Paolera of the University of Buenos Aires to "advance public and professional interest in planning both locally and abroad" and to create "a special day to recognize and promote the role of planning in creating livable communities"; and

WHEREAS, celebration of World Town Planning Day is growing worldwide and is promoted each year in the United States by the American Planning Association (APA) and its professional institute, the American Institute of Certified Planners (AICP); and

WHEREAS, we recognize the contributions that sound and advanced planning and plan implementation make to the quality of our natural environment and built communities; and

WHEREAS, this year's theme is *With Planning We Can*, celebrates how planning empowers communities and creates pathways to prosperity; and

WHEREAS, the celebration of World Town Planning Day gives us the opportunity to publicly recognize the participation and dedication of the members of the Pinole Planning Commission, our City planning staff, planning professionals, and other citizen planners who have contributed their time and expertise to the improvement of the City of Pinole; and

WHEREAS, it is our hope that yearly celebration and recognition of World Town Planning Day will foster increased participation in our local government and planning processes.

NOW, THEREFORE, I, CAMERON SASAI Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim **NOVEMBER 8, 2025, AS WORLD TOWN PLANNING DAY** in the City of Pinole.

CAMERON SASAI
MAYOR of the City of Pinole



Dated: November 4, 2025



Proclamation

SIKH AMERICAN AWARENESS AND APPRECIATION MONTH NOVEMBER 2025

WHEREAS, *The Sikh tradition, known in the Punjabi language as Sikhi, is a relatively young tradition that was founded over 500 years ago in the Punjab region of South Asia; and*

WHEREAS, *Sikhs have been living in the United States for more than 100 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Oregon, Pacific & Eastern Railroad; and*

WHEREAS, *There are more than 25 million Sikhs around the world, which makes Sikhism the world's fifth largest religion. Sikhs first came to the United States in the late 1800s and there are an estimated 500,000 Sikhs living in America today; and*

WHEREAS, *Sikhi teaches a message based on the principles of love and oneness and calls on all followers to be spiritual warriors. Meditation, service, and justice are core aspects of the Sikh way of life. Sikhi is a distinct religious tradition that maintains its own distinctive features, including founders, scripture, worship, ceremonies and traditions; and*

WHEREAS, *Sikh Americans pursue diverse professions and walks of life, making rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and have made significant contributions to our great nation in agriculture, trucking, medicine and technology, and have distinguished themselves by fostering greater respect among all people through faith and service; and*

WHEREAS, *Today, the city of Pinole seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.*

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the Pinole City Council and the City of Pinole, do hereby proclaim November 2025 as **SIKH AMERICAN AWARENESS AND APPRECIATION MONTH**, and encourage all citizens to contemplate and reflect to inspire ourselves individually, and our society collectively, to work towards a brighter future.

CAMERON SASAI
MAYOR of the City of Pinole



Dated: November 4, 2025

**CITY COUNCIL MEETING
MINUTES
October 21, 2025**

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Sasai called the Regular Meeting of the City Council to order at 5:04 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

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

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

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Melissa Klawuhn, Acting City Manager/Police Chief
Heather Bell, City Clerk
Eric Casher, City Attorney
Heba El-Guindy, Public Works Director
Keith Marks, Chief Building Official
David Hanham, Planning Manager
Roxane Stone, Deputy City Clerk
Estrella Silva, ADU Outreach & Implementation Intern

City Clerk Heather Bell announced the agenda had been posted on October 16, 2025 at 5:00 p.m. with all legally required written notices. The agenda had been subsequently amended to add Items 4A and 9J, with the final version posted on Friday, October 17, 2025 at 3:05 p.m. Written comments had been received in advance of the meeting, distributed to the City Council and staff, posted to the City website and made available to the public to view in the Council Chambers.

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

4. CONVENE TO A CLOSED SESSION

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

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gov. Code § 54957

Title: City Manager

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Kelcey Young, Human Resources Director Stacy Shell, Finance Director Markisha Guillory and Gregory Ramirez, IEDA Employee organizations: The Pinole Police Employees Association (PPEA)

Mayor Sasai reported the Closed Session items would be taken of order with Item 4A to be considered at the conclusion of the public portion of the meeting agenda following Item 13, Citizens to be Heard.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

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

At 6:03 p.m., Mayor Sasai reconvened the meeting into open session. There was no reportable action from the 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.

John Bender, speaking as a private citizen and resident of San Pablo Avenue, reported residents and business owners on San Pablo Avenue had been dealing with very large trucks traveling to and from the Richmond Distribution Center along the Richmond Parkway over the past two years. He had spoken to members of the City Council and the City Manager in the past about this issue, and the City Council had been provided a number of signatures from residents and businesses along San Pablo Avenue. As a resident along the eastern edge of San Pablo Avenue, his home shook when the trucks came through since they were not traveling 25 miles per hour (MPH). In fact, he followed a truck when leaving Kaiser, which was traveling 45 MPH from Pinole Valley Road onto San Pablo Avenue to the City of Hercules. A number of residents and businesses had been impacted on a daily basis and often into the night. While he understood there could be challenges and aware of a San Leandro lawsuit from the 1980s, he suggested there were ways to avoid this issue in Pinole. Ideally, he would like to see the City ban trucks of a certain weight from using San Pablo Avenue, which could be the first step to rehabilitate Old Town Pinole.

Ann Moriarty, thanked Public Works Director Heba El-Guindy for her commitment to Complete Streets, advocating for a revised Active Transportation Plan (ATP) and keeping up with maintenance of City streets and operations and maintenance division work. The maintenance of City streets had been impacted by heavy truck and commute traffic speeding along San Pablo Avenue into the City of Hercules and points beyond and/or going in the other direction. Residents constantly heard gravel and dump trucks careening up and down San Pablo Avenue and commute traffic speeding through the area ignoring lights. She too would like the City to explore the possibility of keeping large trucks off of San Pablo Avenue, slowing traffic down and revisiting the idea of a road diet. When in Old Town Pinole and during popular street events, one felt part of the community. She wanted to see the City address this situation to make these community events safer and stronger. She hoped the pending bridge construction over the railroad would be the perfect opportunity to reestablish Old Town Pinole as a livable, pedestrian and bicycle safe community and she would like to see the City work towards that possibility.

David Harlow, reported he had grievances with multiple businesses in Pinole. On March 28, 2024, he had been subject to police brutality, with the police slamming him onto the ground, dragging him to a nearby street and suffocating him, which occurred due to manipulation from Keenan Howard, Keenan Howard Realty which business was not the only one he had a problem with. He explained that he had a lot to say, three minutes was not enough to summarize the problems, but he hoped to pull back the cover of these issues and hoped people were at least listening. He was tired of the bad precedent being set and hoped a solution could be provided.

Mayor Sasai advised he would follow-up with the speaker following the meeting.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Sasai reported he attended the League of California Cities Conference in Long Beach and was pleased to see Contra Costa County represented with City of El Cerrito Mayor Pro Tem Gabe Quinto sworn in as the first Filipino-American President of the League of California Cities.

Mayor Sasai stated he also attended the Memorial Subcommittee along with Council member Murphy to discuss a request to rename Bay Front Park in recognition of the Ohlone and working hand-in-hand with members of the Ohlone community along with student partners at Pinole Valley High School (PVHS), and he looked forward to having that conversation soon. He had also attended Oktoberfest at St. Joseph's Church and thanked Father Geoffrey Baraan and the church staff for making the event possible. He thanked City staff and the City's partners for the recent Filipino-American History event at the Pinole Senior Center, and thanked Council member Martinez-Rubin for joining him at the event, which included a number of guest speakers, electeds and other officials who made it a great event.

B. Mayoral & Council Appointments

1. City Council Procedures Subcommittee

City Clerk Bell presented the staff report dated October 21, 2025, and recommended the City Council appoint a subcommittee of two Council members to review the City Council procedures.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

Council members Martinez-Rubin, Murphy and Mayor Sasai expressed the desire to serve on the City Council Procedures Subcommittee.

ACTION: Motion by Council members Toms/Martinez-Rubin to appoint Council members Martinez-Rubin and Murphy to serve on the City Council Procedures Subcommittee.

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

2. Emergency Operations Plan (EOP) Subcommittee

Acting City Manager/Police Chief Melissa Klawuhn reported the City's Emergency Operations Plan (EOP) was outdated and required revision. In 2024, the City contracted with a consultant to assist with the revisions and a Draft EOP was provided to staff in October 2024. The EOP consisted of multiple volumes. The main volume was Volume 1 the EOP. Volumes 2 and 3 consisted of supplemental materials including additional annexes and tools and supporting documents for the EOP. City staff recently completed the final draft of the first volume of the EOP with subsequent volumes to be presented at a later date.

A City Council EOP Subcommittee would be helpful to review the final draft of the EOP before the documents were brought back to the full City Council for approval.

The scope of the subcommittee would be limited to the review of Volume 1 and it was anticipated the work would take one month to complete. The Police Chief would support the Subcommittee and any recommendations would then be reviewed by the City Manager prior to presentation to the full City Council and public at a future meeting.

Staff recommended the City Council appoint a subcommittee of two Council members to serve on the EOP Subcommittee and review the draft EOP.

In response to the Mayor, Acting City Manager/Police Chief Klawuhn clarified the City Council Subcommittee duration would last approximately one month, with meetings to consist of reviewing the EOP and possibly with a follow-up meeting or two with her to discuss revisions.

PUBLIC COMMENTS OPENED

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

Council members Murphy and Toms expressed the desire to serve on the City Council EOP Subcommittee.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Mayor Sasai/Council member Martinez-Rubin to appoint Council members Murphy and Toms to the City Council Emergency Operations Plan (EOP) Subcommittee.

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

C. City Council Committee Reports & Communications

Council member Murphy reported that after two more years of public discussion, there had been some technical assistance and refinements to Plan Bay Area 2050, and the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) had released the Draft Plan Bay Area 2050+, which included an Environmental Impact Report (EIR) for review and comment. He highlighted the numerous strategies contained in the plan with the plan including a review period for residents. Residents of Pinole were encouraged to submit a review of the plan at planbayarea.org/draftplan by December 18, 2025, at 5:00 p.m. He encouraged residents to participate and provide comments on the draft plan by the deadline.

Council member Murphy also reported Marin Clean Energy (MCE) held a recent Special Meeting and Board Retreat to discuss key highlights for 2025, and address affordability issues MCE had been discussing all year, now moving forward to identify a new approach to market participation and identification of new pillars of the power supply portfolio. Information had also been provided on MCE's formation with this its 15th year and there was also engagement in a virtual power plant bidding situation.

Council member Murphy thanked Council member Toms for joining him at the Board Retreat. He also reported MCE held its Executive and Technical Committees meetings and would continue to seek new funding resources to support the overall cost of MCE programs. MCE accepted a \$35,000 grant from Chevron to cover the cost of electrification upgrades for 15 homes in its service district; discussed and moved forward with a recommendation for a Finance Committee at the Board level to discuss a number of topics; approved and signed two new power purchase agreements, one for a 15-year energy storage service agreement that would include \$100,000 in community benefits for the Pinole area, and another \$30,000 in community benefits to Clark County, Nevada where the energy storage service would be built. MCE also approved a power purchase agreement for the Buena Vista Wind Farm Project in Alameda County, with \$100,000 to go towards community benefits in the MCE service district.

Council member Murphy further reported the West Contra Costa Unified School District (WCCUSD) Systems Change Collaborative named WCCUSD Superintendent Cheryl Cotton as the co-chair of the Systems Change Collaborative. Contra Costa County Supervisor John Gioia, the other co-chair, had shared the County's intent to continue with the facilities partnership with the WCCUSD. A report was also received on WCCUSD Superintendent Cotton's 100-day plan. He looked forward to continuing to serve on the group and work with WCCUSD Trustee, Ward 1, Jamela Smith-Folds on those efforts.

Council member Toms reported on the events she had attended, including National Night Out and commended the Pinole Police Department for hosting the event and all City staff who attended; Bike the Bridges, which was supported through the Law Enforcement Torch Run with former Commander/Interim Police Chief Matt Avery having planned the event, and the PVHS Wall of Fame, which recognized former graduates and coaches for their work in athletics who she highlighted at this time. She had also attended the League of California Cities Conference in Long Beach and highlighted the many sessions attended including cybersecurity for cities with information provided to the City Manager to consider for the City of Pinole, centralizing community communications and making crime solving more efficient by maximizing resources.

Council member Toms stated she had also attended the St. Joseph Oktoberfest event and MCE Board Retreat. The highlight of the MCE Board Retreat was the technology that staff was starting to work on which involved real time response to power being used in the home as part of Virtual Power Plant, where some appliances in homes may communicate to an app to identify energy usage. In addition, she attended part of the festivities for the PVHS Homecoming and an Open House for Senator Jesse Arreguin for his new office in the City of Richmond. Additionally, she participated in round table discussions with other leaders in West County that Senator Arreguin was asked to address moving forward. She also reported to Senator Arreguin about the issue of trash making its way into Pinole Creek from the on and off-ramps in Pinole.

Council member Martinez-Rubin took the opportunity to thank everyone both in and out of Pinole who participated in local events including the recent Coastal Cleanup and a Town Hall hosted by the City of Pinole along with a number of non-profits that served West Contra Costa County and Supervisor Gioia related to the issue of food insecurity. She reported the City of Pinole offered Food Distribution at the Senior Center on certain days of the month, with more information available in the City Manager's Weekly Report.

Council member Martinez-Rubin also attended the Special City Council Financial Workshop on October 14, 2025 and participated in an East Bay Municipal Utility District (EBMUD) update with information provided on maintaining the Pinole Creek Watershed, minimizing water usage and how EBMUD fire hydrants were aligned and able to access water when needed. There was also discussion with the Southern California area used as an example of the fact there would not be sufficient firefighters and water in the event of a catastrophic event, which emphasized the importance of everyone doing their best to make changes around their homes and create hard space rather than green foliage that may be a fire hazard.

Council member Martinez-Rubin further reported she had attended the Filipino-American History Month celebration at the Senior Center and emphasized the importance of culture and heritage. She hoped to see others not of the same culture join in future celebrations to be able to learn about each other and see the things everyone shared. Additionally, she attended the League of California Cities Annual Conference and thanked the City Council for appointing her to the Subcommittee that would review the City Council Procedures. Lastly, she highlighted her attendance at a workshop in advance of the League of California Cities Conference on Governing Amid Rising Instability, which emphasized the need to provide a venue for the public to feel safe enough to participate and voice one's opinion without feeling threatened.

D. Council Requests for Future Agenda Items

Council member Toms requested as a future agenda item that staff take a look at the weight limits on San Pablo Avenue, which was a road of regional significance, to determine whether there were any limitations that would prevent the City from restricting vehicles of a certain weight or whether the City would be restricted based on the funding for the bridge replacement. She sought a brief memorandum from staff to determine whether or not the City could move forward with weight limits.

Mayor Sasai disagreed with the request since he had requested a discussion item in December 2023, and while a memorandum would be great, a discussion with the public was important as well and he sought a forum for residents to discuss their experiences.

Council member Toms was open to that.

In response to the Mayor, City Attorney Eric Casher clarified staff had already starting working on a memorandum on this issue that could be brought back in the form of a Council level presentation in the November/December timeframe, date to be determined by the City Manager and City Clerk.

Mayor Sasai requested a Council level presentation on the City's ability to place restrictions on the size and weight of vehicles on the San Pablo Avenue Corridor, subject to the concerns mentioned in the public comment, within the City of Pinole. He offered this as a motion. He also asked that the motion reflect the City Attorney's comments to have the item come back to the City Council before the end of December.

Council member Martinez-Rubin seconded the motion.

ACTION: Motion by Mayor Sasai/Council member Martinez-Rubin for a Council level presentation on the City's ability to place restrictions on the size and weight of vehicles on the San Pablo Avenue Corridor, subject to the concerns mentioned in the public comment, within the City of Pinole, and with the item to come back to the City Council before the end of December.

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

Mayor Pro Tem Tave asked staff whether Finance Committee meetings had been scheduled yet since he would like them to be held earlier than in the past to discuss the upcoming budget.

City Clerk Bell stated no meetings had been scheduled, but an update could be provided to the City Council.

Council member Martinez-Rubin offered a motion, seconded by Mayor Sasai for a staff presentation on the City's comprehensive technology plan, if there was one, specifically how Artificial Intelligence (AI) was being used, what was working well to increase efficiencies in the City and possible threats to security, which would allow the City Council and the public to know the level of the City's preparedness.

Mayor Sasai clarified the request was separate from the City's AI Policy.

ACTION: Motion by Council member Martinez-Rubin/Mayor Sasai for a staff presentation on the City's comprehensive technology plan, if there was one, specifically how Artificial Intelligence was being used, what was working well to increase efficiencies in the City and possible threats to security, which would allow the City Council and the public to know the level of the City's preparedness.

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

E. City Manager Report / Department Staff

Acting City Manager/Police Chief Klawuhn reported the Compost Give-a-Way had been a success with 40 yards of textured organic compost offered free to the community from October 17 through 19, 2025, with the purchase of the compost funded through a CalRecycle Grant. The Public Works Department maintenance team staged the compost at the parking lot of the northern soccer field at Pinole Valley Road and Savage Avenue with a second give-a-way event planned for November. In addition, the Floating Pumpkin Patch event over the weekend was well attended with over 100 participants and there was more information on the City website for future events to recognize Veterans Day, Tree Lighting and Holiday Breakfast.

Acting City Manager/Police Chief Klawuhn also provided an update on Pinole Community Television (PCTV) activities with PCTV having covered five public meetings and two workshops since October 1, 2025. PCTV also hosted the Spooky Studio Tours on National Night Out, filmed the Filipino-History Month celebration, Beat of Pinole and PVHS Homecoming, with more PCTV programs found on the City website. In addition, the next Pinole Accessible Living (PAL) Program would be held on October 23, 2025 from Noon to 1:00 p.m. at the Senior Center, with a special presentation on hiring contractors and avoiding scams; Special Workshop hosted by the Planning Division on October 28, 2025 from 6:30 to 8:30 p.m. in the Council Chambers on Parklets and Outdoor Dining in Pinole; and the Housing Survey was now live on Pinole Speaks, with a series of events planned during the month of November for the public to engage about housing in Pinole. Also, residents may meet with Housing Fellow Jared Murti on October 24, 2025, at the last Street Eats event at the Community Corner.

F. City Attorney Report: None

PUBLIC COMMENTS OPENED (Items 7A through 7F)

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

PUBLIC COMMENTS CLOSED

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Code Enforcement Officer Week

The City Council read into the record a proclamation recognizing October 13 through 17, 2025 as Code Enforcement Officer Week, with the proclamation presented to Chief Building Official Keith Marks, who accepted the proclamation on behalf of colleague Code Enforcement Officer Sarrah Patton, who was out injured.

2. Hispanic Latinx Heritage Month

The City Council read into the record a proclamation recognizing September 15 through October 15, 2025, as National Hispanic Latinx Heritage Month, with the proclamation presented to former City of Pinole Mayor, Maria Alegria and former President, League of California Cities and current Chair of the Pinole Planning Commission, Gabriel Sandoval.

Maria Alegria detailed her family's history and the fact she was the first woman in her family to graduate from U.C. Berkeley. She thanked Pinole citizens for allowing her to serve the City of Pinole over 16-years on the City Council and as Mayor. She was grateful and thankful to her family and the City Council for its calling to serve the community, a humble and rewarding experience in public service. She was proud to be represented by the most diverse City Council in the history of Pinole and she urged the City Council to continue to work together to stand united, protect residents and democracy, which was a powerful message that could be sent to the state legislature and federal government.

Ms. Alegria also congratulated Gabriel Sandoval for accepting the challenge to serve as Senator Arreguin's District Representative, and as the youngest Chair of the Pinole Planning Commission.

Gabriel Sandoval thanked the City Council for recognizing Latino heritage, which involved a large portion of the State of California population and the City of Pinole. It was important to unite and recognize one's heritage and have that representation on City government. He referred to the President's desire to call in the National Guard to the City of San Francisco, and standing up for the Latino community was important as ever since the federal government was coming for people that looked like him. He was standing up for those who could not and to make a difference and truly serve the community.

Mayor Sasai thanked both speakers for their comments. He emphasized the proclamation not only recognized National Hispanic Latinx Heritage Month, it was also a call to action. He commented that this had been a tough year for the community, including the Filipino community, and the City of Pinole had reaffirmed its inclusive values and willingness to protect every resident of the City.

3. LBGTQ+ History Month

The City Council read into the record a proclamation recognizing October 2025 as LGBTQ+ History Month.

Mayor Sasai advised the proclamation would be presented to the Executive Director of the Rainbow Community Center of Contra Costa since he planned to participate in a facility tour later in the month. This proclamation was also a call to action and he stood by the City of Pinole's policies.

4. Breast Cancer Awareness Month

The City Council read into the record a proclamation recognizing October 2025 as Breast Cancer Awareness Month, with the proclamation presented to Acting City Manager/Police Chief Klawuhn, whose leadership and strength during challenges was recognized.

Acting City Manager/Police Chief Klawuhn thanked the City Council for the proclamation. Since she started in the City of Pinole she had been supported by all staff and the Police Department. It had been challenging at the start given her diagnosis, but it had been caught very early, she was doing well, with all members of the Police Department covering her when needed which had been an overwhelming and positive response. She thanked everyone.

5. Indigenous People's Day

The City Council read into the record a proclamation recognizing October 13, 2025 as Indigenous People's Day.

Mayor Sasai recognized WCCUSD Trustee Ward 1, Jamela Smith-Folds, Michele Lamons-Raiford and the PVHS Native American Student Union (NASU), who had advocated for the renaming of Bay Front Park in recognition of the Ohlone.

Elena Novak, a member of the Mescalero Apache Tribe and President of the PVHS NASU, sincerely thanked the City Council for issuing the proclamation, recognizing Indigenous People's Day, not only acknowledging the past but affirming the ongoing presence, resilience and rights of native peoples. NASU was proud to be part of the growing movement to honor indigenous voices, cultures and histories in meaningful ways, including supporting the education of others about the importance of restoring both cultural recognition and access to ancestral lands. NASU was excited and proud about the City's future renaming of Bay Front Park to Rookoš — the Ohlone word for tule, a plant vital to the land and Native life here for generations. For generations the name reflected and honored the relationship between land and people that went back thousands of years. She thanked the City Council for its leadership and for continuing to take steps to honor the original people of the land. NASU was grateful and looked forward to being part of future collaborations with the City.

Naomi Schulke, President PVHS Forensics Speech and Debate Team and a member of NASU, also thanked the City Council for the proclamation, which recognition created real awareness and promoted a deeper understanding of City of Pinole land, a history not too often told. Pinole was located on Ohlone land, the original inhabitants and caretakers of the land, who deserved ongoing acknowledgement, honor and respect. By issuing the proclamation, the City Council ensured Ohlone indigenous history and presence was not overlooked but recognized and respected. It sent a message to the community, especially to youth, that truth mattered, inclusion mattered and that native voices belonged at the centers of conversations, past, present and future. NASU deeply appreciated the City Council's leadership and support.

Michele Lamons-Raiford, acknowledged parents in the audience and a few members of the PVHS football team also present in the audience, who were also members of the African-American Student Union who were present in support. She took the opportunity to honor her Cherokee ancestry, her great-grandmother, and uplift the legacy of her best friend, mentor, sister and colleague Gena Stewart, whose legacy continued to inspire and uplift the work done today. As the Coach of the Forensics Speech and Debate Team and sponsor of NASU, she proudly supported the proclamation recognizing Indigenous People's Day. As an educator, her purpose was to help students find their voices, speak truth, stand for justice, and believe in the power of their advocacy. Two years ago, she had the honor of guiding students in their research and organization to successfully advocate to have Indigenous People's Day officially added to the WCCUSD academic calendar, which had shown the students their voices were powerful, they could make a difference and be the driving force behind real meaningful change. She was proud of the City's plans to rename Bay Front Park in honor of the Ohlone and their enduring connection to this land.

Ms. Lamons-Raiford thanked and acknowledged Corrina Gould, Co-Founder, Sogorea Te Land Trust and the Ohlone elders for their blessings on the plan, with the decision more than symbolic, it was a step towards restoring visibility and respect for the original stewards of the area. In honoring indigenous history in language and culture, the City of Pinole helped to ensure future generations grew up knowing whose land they stood upon and why that was so important and why it mattered. She thanked the City Council for its continued commitment to acknowledging, honoring and celebrating indigenous people of the past, present and future.

Jamela Smith-Folds, WCCUSD Trustee Ward 1, commented on what real activism and real education looked like.

Ms. Smith-Folds stated that PVHS had taught its students their voices were mandatory to use but it set a precedent for everyone else in the district, with PVHS students the biggest and best advocates in the WCCUSD. She thanked their teachers, administrator and the entire community that let them know it was okay and mandatory to use their voices. She suggested this was what it looked like to have self-accountability, City accountability and accountability in the educational system, which owed the students continued support to make sure in the future they were able to make policies, procedures and protocols and make the world a better place.

6. Filipino History Month

The City Council read into the record a proclamation recognizing October 2025 as Filipino History Month.

7. Larry Itliong Day

The City Council read into the record a proclamation recognizing October 25, 2025 as Larry Itliong Day.

Mayor Sasai reported the Filipino History Month and Larry Itliong Day proclamations would be presented to City Attorney Eric Casher.

City Attorney Casher thanked the City Council for the proclamations and for celebrating Filipino History Month and Larry Itliong Day. He was honored to be recognized along with his predecessor Benjamin Reyes II and Mayor Sasai. He also appreciated the recognition of Filipino veterans who had served and fought in World War II. He reported his grandfather was one of those veterans who grew up as a citizen of the Philippines and enlisted in the U.S. Armed Services to fight with the U.S. Army. It was a reminder of shared values with communities around the world and the idea of freedom and liberty, truly worth defending and fighting for. He accepted the proclamation on behalf of his late grandfather and Filipino-American veteran, Angel Belisario Pabrua, all Filipino-American Freedom Fighters throughout history and Filipino-American Farmworkers for their contributions to the farmworker movement, and whose stories were invaluable and deserved to also be recognized.

Mayor Sasai declared a recess at 7:34 p.m. The City Council meeting reconvened at 7:45 p.m. with all Council members present.

PUBLIC COMMENTS OPENED (Item 8A 1-7)

Irma Ruport, thanked the Mayor for the proclamation honoring National Hispanic Latinx Heritage Month. She reported she and her husband, a retired private attorney, had been invited to attend a performance for the Delano Grape Strike on September 13, 2025 at the Leshner Center in Walnut Creek by the Contra Costa County Bar Association and Contra Costa County Justice for All, 60-years from the birth of the Civil Rights Movement. The purpose of the performance was the re-enactment that set the stage for a lawsuit from May 1965 to 1970. The cast was comprised of lawyers and judges with guest speaker Dolores Huerta. Her experience meeting Ms. Huerta had been very rewarding, brought back memories of living with her aunts and uncles in Salinas, particularly since her uncle was very involved in the farmworkers' movement in 1970.

Ms. Ruport explained that work inspired her to become involved and fight for the causes that affected her and to never give-up, which message should be promoted to future generations. She congratulated all of the recipients and encouraged them to continue to fight injustices occurring today.

David Ruport, thanked all of the recipients of the proclamations which were well earned, did not happen overnight, and with hours of work involved. This was an ongoing cause and they had to keep the momentum going. He noted he and his wife were pre-civil rights in terms of their age, and he referenced the Civil Rights Movement and the work of the late John Lewis. He thanked the City Council for allowing the groups to present those events, which helped to reinforce what was happening, but they also had to understand the efforts at the national level to minimize the actuality of having such events and he leaned on the City Council to ensure no matter the outside pressure, the City Council would do what was right. He referenced John F. Kennedy's Profiles in Courage and the effort to do what was right. He urged the City Council to keep this going no matter the external pressures, suggested the City Council was on the right track and should continue that track and ensure future generations and youth celebrated diversity, which made this country great.

PUBLIC COMMENTS CLOSED

B. Presentations

1. Community Development Department ADU Outreach & Implementation Intern Estrella Silva's Presentation on Summer Internship

Planning Manager David Hanham introduced Estrella Silva, Accessory Dwelling Unit (ADU) Outreach & Implementation Intern, who had been with the City of Pinole for approximately four and half months and who provided a PowerPoint presentation on the ADA Outreach & Implementation Program. The presentation included an overview of the background and goals for the program; phases of her internship; outreach strategy; details on pop-ups and promotional material; lessons learned and next steps which included the continuation of the outreach campaign, ADA Webinar scheduled for October 23, 2025, ADA Outreach Campaign analysis to be conducted shortly thereafter and analysis reports, flyers, and other ADU documents to be compiled and organized to be handed off as advised.

Responding to comments from the City Council, Intern Silva clarified:

- The purpose of her research was to become familiar with the City's Housing Element and Regional Housing Needs Allocation (RHNA) goals on how ADUs could support those goals. The RHNA goal was to construct five ADUs per year from 2023 to 2031. As noted, more than one survey was in progress; one for renters and homeowners to get their opinions and see how homeowners were utilizing ADUs if they had them, while another survey was for designers and architects to submit plans for ADUs to make it easier for residents to choose the ADU they wanted and which could be pre-approved making the process faster. (Martinez-Rubin)

- The lessons learned as part of the outreach analysis was again highlighted and it was found that there had been better interaction when residents were allowed to show their interest first. Also, clarified that tiny homes, as an example, would require review by the Planning Department to verify whether or not they would be permitted. (Martinez-Rubin)
- The proposed webinar would be recorded, posted on Pinole Speaks and later transferred to the City webpage. (Mayor Pro Tem Tave)
- The outreach efforts were again highlighted. Feedback from residents included questions about the financial side of things, and questions about grants and other allocations for financing. There was recognition that ADUs had a lot of positivity for homeowners, but ADUs were mostly for personal use at this time and not seen as a way to provide affordable housing. One way to emphasize the housing need was to indicate ADUs could support and preserve Pinole's character, which was a strong point to consider along with the benefits of having an ADU for homeowners. Renters were also fairly positive about ADUs, with the survey to solicit feedback on preferences from renters on ADUs which would allow for informed decisions. (Mayor Sasai)

When asked by the Mayor, Intern Silva reported on her background and her last year as an Environmental Policy and Management Masters Student at U.C. Davis. Her internship with the City of Pinole would be complete at the end of October.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

The City Council thanked Intern Silva for the presentation, thanked her for interning with the City of Pinole and described her as another successful example of the City's Intern Program.

2. Presentation from the Coalition for a Just and Equitable California – Chris Lodgson

Chris Lodgson, Coalition for a Just and Equitable California (CJEC), thanked the City Council for the opportunity to make the presentation. He thanked Council member Murphy, who he had known for years. He provided an update on the State of California's current reparations efforts and the status of the State Reparations Task Force. The CJEC was the state's leading reparations organizer/mobilizer and advocate for reparations at the state level. CJEC worked specifically for residents who were descendants of those who had been enslaved and emancipated in the United States, American Freedmen, Organization of Black Americans and those in the City of Pinole whose ancestors had built this country through hundreds of years of free labor.

Mr. Lodgson thanked the entire City Council for allowing an update to be provided on the efforts at the state level that may impact what was occurring at the city level. More information could be found at www.cjec.official.org and CJEC social media pages. He noted that regular briefings on the reparation efforts would be provided across the state.

Mr. Lodgson reported in the last week there had been several bills signed or vetoed by the Governor, and last week the Governor decided on seven bills that were either based on recommendations from the State Reparations Task Force or based on concepts related to the State Reparations Task Force recommendations.

Mr. Lodgson provided an overview of several bills of note:

- Senate Bill (SB) 437, California State University: claim eligibility: genealogy and descendancy, which had been signed by the Governor, and which would create another reparations study. Colleges would be asked to do more study on reparations to determine genealogy to confirm whether or not someone was a descendant of people who had been enslaved in this country. The CJEC opposed the bill since it was of the opinion more study was not needed.
- SB 518, Descendants of enslaved persons: reparations, would create a new state bureau, the Bureau for Descendants of American Slavery within the Department of Justice, which would be responsible for administering reparations when and if the state actually created an actual reparations system/program. The CJEC opposed this bill due to some of the wording in the bill.
- SB 515, Local Government: collection of demographic data, had been written by the CJEC, signed by the Governor, and would require every city and county in California to create a new category of data collection, specifically for people/residents who were descendants of those who had been enslaved in this country, which would be a multiyear effort. The CJEC would like to help the City of Pinole implement SB 515.
- Bills that were vetoed by the Governor were also highlighted and included Assembly Bill (AB) 57, California Dream for All Program: descendants of formerly enslaved people; AB 7, Postsecondary education: admissions preference: descendants of slavery, and AB 62, Civil Rights Department: racially motivated eminent domain.

The role of the State Reparations Task Force was also highlighted and included education of the public, documenting the harms of slavery and the things that came after and recommendations. The State Reparations Task Force made hundreds of recommendations with bills based on these recommendations introduced in 2024. Seven of the bills were introduced in 2025.

Mr. Lodgson also detailed what reparations meant and explained that although some of the bills had been vetoed by the Governor, the CJEC did not consider those bills reparations but things the state should do no matter what. Reparations meant direct, financial, economic, monetary compensation, cash payment, the return of stolen property, stolen labor and wages, and that a specific type of redress was needed to be directed at residents and descendants.

Responding to comments from the City Council, Mr. Lodgson clarified:

- Legislation that had been signed or vetoed by the Governor. SB 515, 437 and 518 were due to become law as of January 1, 2026. There was some uncertainty about the details of some of the bills that had yet to be worked out. (Murphy)

- As part of SB 515, the state would ask cities and counties to update their hiring forms, specifically the part of the form requesting racial, ethnic or demographic information and specifically in the Black African-American category, to be revised to include a category to self-identify as a descendant of someone enslaved in this country. The state had undergone a process that was being implemented at different speeds in different departments, with the CJEC helping to speed that process and get as much data as possible. The CJEC could assist the City of Pinole in implementing this requirement and possibly create a model for other cities. Responsibility of informing employees of this option and how to handle employees who may want to update old forms were also questions the CJEC was working with the state to resolve. (Murphy)
- As part of SB 518, the creation of a new state bureau, was by law to be housed under the Civil Rights Department of California. There was currently a Director of the Civil Rights Department and the new state bureau would also have a Director who would be responsible for working with the Director of the Civil Rights Department, and report to the Governor. The new state bureau would have five offices, including Genealogy, Education and Legal Affairs Offices. The CJEC recommended something similar, although the State Reparations Task Force recommended a new agency whose job would be the Reparations Agency, to implement reparations and with that agency to have satellite offices throughout the state; however, that detail was not in the bill and whether there would be an office in Pinole, as an example, was also not in the bill. As a result, follow-up legislation may be required. (Murphy)
- As to whether there was a common thread for the bills vetoed by the Governor, the veto statements for each bill were different and were highlighted at this time. Some bills were vetoed in 2024 and there may be a common thread between them and those vetoed in 2025. Acknowledged a recommendation for a yearly update from the CJEC on the status of bills placed forward. (Mayor Sasai)
- The City of Pinole was encouraged to join the Mayors Organized for Reparations and Equity Coalition (MORE), which had been supporting reparation efforts. Recommended the City consider the Task Force recommendations, and make them a “City size” version, with a list of all recommendations included in the Final Report from the State Reparations Task Force, and which were available on YouTube. It was recommended the City start the process of collecting the data of who in the City of Pinole were descendants of enslaved or emancipated from slavery and that the City start collecting that demographic data now and add the new category earlier mentioned, since before anything could be done more had to be known about the residents being targeted. Anywhere the City was collecting data, that new category should be asking whether one was a descendant, which was important. Cities may also consider resolutions in support of real reparations for descendants that could be provided to the capital and would be helpful for this effort. Additionally, the state recommended the creation of a new state office, the California American Freedmen Affairs Agency, as part of AB 1315, California American Freedmen Affairs Agency, which would focus specifically on the creation of a genealogy office to process eligibility requests and provide a legal arm to support reparations claims, and the City of Pinole could create its own similar office. (Mayor Sasai)

- The State Reparations Task Force also recommended the equivalent of a guaranteed income program, cash payment program, with many cities in the state providing such programs. The State Reparations Task Force recommended cities and the state create a Guaranteed Income Program for residents of descendants of those who were enslaved in this country, starting with seniors first and working backwards. (Mayor Sasai)
- Clarified the City of Pinole would not have to create categories themselves, those categories had already been designed and created, with the City to copy the state form and paste it to the City's copies, although the City could create other categories. It was described as a copy and paste process to existing forms, with the exception that they were working with state employees who had already been hired and who did not have this opportunity when hired to resurvey themselves, refill the form and check the new category, which was an offer the CJEC was making to work with the City. The CJEC had sent specific categories and language to the State Office of Management and Budget and the Census Bureau, for use and to potentially update the 2030 Census. Specific category data collection at the federal level had also been requested. It was recognized that the federal government, state, counties and cities should consistently use the same language and there was consideration from the federal government to update the 2030 Census to include a category specifically for those who were descendants of those enslaved in this country. (Martinez-Rubin)
- The State Reparations Task Force held numerous public hearings over the years and had discussed ways to update the tax code to help fund and support reparations with specific recommendations provided. SB 1007, Housing: homeowner assistance: Homeowner's Assistance for Descendants of Enslaved Persons Program, or SB 1013, Taxation: Property Tax Assistance for Descendants of Enslaved Persons, was intended to provide property tax relief for residents who were descendants of those enslaved in this country, who owned or rented property. There were other discussions on possible tax relief including the creation of a specific tax incentive or ways for people to give through their taxes to support and fund reparations. There had also been discussions about eliminating taxes for those who were descendants of those enslaved in this country. (Mayor Pro Tem Tave)
- The Final Report from the State Reparations Task Force included information on property and real estate law, one describing the harms and one providing remedies. The type of generational wealth transferring that happens when one passed and gave the wealth to the next generation upon death, which was important in terms of wealth transfer; but, work had shown generational wealth transfer that was not given enough attention was the type of wealth transfer occurring while people were still alive. There was uncertainty how that could be evaluated, but it was important. Acknowledged a request for language for resolutions the City Council may consider in the future. (Mayor Pro Tem Tave)

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

City Council members thanked Mr. Lodgson for the report.

Mayor Sasai thanked Mr. Lodgson for the information and opportunity to address the City Council virtually. As someone who was Japanese-American and had Japanese-American grandparents who benefitted and received reparations for being incarcerated in camps during World War II, he was familiar with one of the members of the State Reparations Task Force and he stood in solidarity with the CJEC to take actual steps in the City of Pinole and the state to repair harm and provide reparations to the African-American community. He would also reach out to Mr. Lodgson to get more contact information on MORE and any resolution language that could be provided to the City Council to support this effort.

3. Flood Forecasting Tool and Flood Control – Mark Boucher, PE

Public Works Director Heba El-Guindy introduced Mark Boucher, PE, Senior Hydrologist with the Contra Costa County Flood Control & Water Conservation District, who provided a PowerPoint presentation which included an overview of the history of the Flood Control District, a Special District of the State, Pinole Creek Watershed, flood control facilities in Pinole, rain gauge system in 2025 and the Pinole Creek at San Pablo Stream Rain Gauge, and who walked through the use of the RainMap, which data was available to the public and included up-to-date information on flood stages.

Responding to questions from the City Council, Mr. Boucher clarified:

- Flood Control Zone 9 had been impacted by Proposition 13 and had limited funds given how property taxes were distributed. The Flood Control District was responsible for things within its right-of-way ((ROW). A demonstration project had been done in the lower reach area of Pinole Creek where a trail was installed and money spent to install white flood walls and with a Risk and Uncertainty Analysis done to set the elevations. The Flood Control District was aware of the needs of the creek and had tried to be creative with funding. Clarified that after Proposition 13, a Special District Augmentation Fund had been formed at the state level, with state monies set aside and allocated, but a former Governor had written off the fund to balance the state budget. Since that time, the Flood Control District zones, which were low or at zero rates, were in a bind. The Flood Control District hoped to have more conversations to be creative about needed maintenance. (Mayor Pro Tem Tave)
- As to whether a study could be done to consider a secondary conveyance on the City's road system since the creeks may not be appropriately maintained in the foreseeable future, the Flood Control District had not done such a study. Modeling of the creeks and the ability to model with more detail and take into account overland flow outside the creek was exponential. There was the possibility for that kind of aesthetic to be done, which was worth looking at. (Mayor Pro Tem Tave)
- Vegetation overgrowth and clearing was the responsibility of the Flood Control District within its ROW, but that had been hampered due to funding. The exact location of the Flood Control District ROW would have to be further clarified by Flood Control District management.

- Acknowledged concerns with people throwing items over the fence into the creek area since it turned into debris that flowed downstream or may plant vegetation that could grow into an invasive plant material difficult to remove. Communication was key that items not be placed in the creek. Some cities had annual creek cleanups. When the Flood Control District does work in the creek, or if someone gets a permit for work, particularly if it involved natural vegetation, the Flood Control District speaks with the Department of Fish and Wildlife, the Regional Water Quality Control Board (RWQCB) and the U.S. Army Corps of Engineers regulatory branch to obtain permits, and those agencies' permit requirements may involve different restrictions.
- The Flood Control District conducted monthly meetings with the Bay Area Flood Agencies, the Department of Fish and Wildlife and the RWQCB. Concerns with the condition of Pinole Creek near San Pablo could be raised with Flood Control District Management to determine what could be done, with the knowledge that limited funding, other agency regulations or environmental restrictions may hamper efforts. (Martinez-Rubin)
- Unaware of any effort to reinstate the Special District Augmentation Fund, the Public Works Association (PWA) had pushed for specific legislation to help maintain the channels and some zones had a good tax rate when Proposition 13 came through than others, which were detailed. Proposition 218 set the bar higher with a two thirds majority vote required for passage of increases. More details could be provided in the future. Acknowledged a recommendation there may be ways to push legislation through the League of California Cities Policy Committees. (Toms)
- Clarified and walked through how to download the RainMap App. (Toms)

PUBLIC COMMENTS OPENED

Rafael Menis, asked about a segment of the creek bank, which was within the Flood Control District ROW, south of Sprouts, that had collapsed multiple times over the past few years. When he asked the City about it, he was told the issue was the Flood Control District's issue and they had to deal with it. The second to last time the area collapsed the Flood Control District made some repairs with a pipe of some kind but it collapsed again. He asked whether the Flood Control District had a more permanent plan for mitigation or whether the area would just be shored up when it collapsed again given the limited funds.

Mr. Boucher confirmed the area was within the Flood Control District's ROW and near Henry Avenue. He suggested the work done by the Flood Control District was probably the best that could be done to shore up the area, and he was uncertain whether it was near an outfall. The Flood Control District sometimes received permission from the Department of Fish and Wildlife to conduct emergency work but a full engineering plan would be limited by available resources. He was unaware of the specifics of the Flood Control District's response to the area in question but residents may call the Flood Control District main number to report any issues within the area. He also understood there was a maintenance review almost every mile of the creek after storms and once in a while there would be a wash out of the silt collected over the past year, and while not storm damage, it was a natural process trying to work its way out.

Council member Martinez-Rubin asked if the area under discussion was different from the Erosion Repair Project planned for Pinole Creek in 2026, as shown on Slide 21 of the PowerPoint presentation, and Mr. Boucher confirmed the project referenced looked like the area the speaker referenced with the slide presented to the City Council at this time.

The City Council thanked Mr. Boucher and Public Works Director El-Guindy for the presentation and education about this issue and looked forward to continued partnerships.

Anthony Vossbrink, commented he and others had reported the problem discussed by Mr. Menis with the City and the County for several years and were told that was not their priority or jurisdiction. The area had been remediated by placing a large tarp on the area, with a larger tarp subsequently placed another year due to erosion on the side of the bank, from the bottom of the creek all the way almost to the top of the sidewalk near the bowling alley fence behind the garbage bins, and near the retail stores/restaurants running parallel to the Sprouts parking lot. There was more erosion across the street at Henry Avenue and erosion along the ballfields down to the primary school. The Flood Control District had not installed a pipe but should have gone in with a backhoe to scoop out an island in the middle of the creek where the bank was eroding so the creek could flow naturally downhill. He suggested the area could be further damaged by a future storm and the City could be faced with lawsuits if adjacent businesses/properties were impacted.

Mr. Vossbrink added no one wanted to cut down the old rotten trees under the bridge near the dog park and soccer fields where mosquitos were breeding due to the still water. Although Vector Control, the Department of Fish and Wildlife and the County have been contacted, nothing had been done. He sought action with Pinole to be placed on the top of the County's priority list.

PUBLIC COMMENTS CLOSED

Mr. Boucher appreciated the comments, questions and passion about this topic and confirmed it was a Flood Control District responsibility, not the County, since the Flood Control District was a Special District separate from the County. As to the area under discussion, the Flood Control District planned to do something more permanent in 2026, pursuant to the information in the PowerPoint presentation. He appreciated the comments and welcomed the public to contact the Flood Control District directly at 925-313-2000 with any concerns.

Commissioner Toms clarified that Zone 9 was the only portion of the creek maintained by the Flood Control District. Zone 9 began just south of I-80, with everything upstream of that including the dog park area of Pinole Valley Park not the responsibility of the Flood Control District, which Mr. Boucher confirmed.

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 September 16, 2025.

- B. Receive the September 13, 2025 – October 17, 2025 List of Warrants in the Amount of \$2,591,091.93; the September 26, 2025 Payroll in the Amount of \$576,725.41; and the October 10, 2025 Payroll in the Amount of \$565,385.74.
- C. Adopt Resolutions to Fix the Employer's Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act With Respect to Elected Officials, Management, Confidential, American Federal State County and Municipal Employees (AFSCME) Union Locals 1 and 512, and International Association of Fire Fighters (IAFF) Union. **Action: Adopt Resolutions per Staff recommendation (Stacy Shell)**
- D. Adopt a Resolution to Approve Master Salary Schedule Updates. **Action: Adopt a Resolution per Staff Recommendation (Stacy Shell, Charlene Davis)**
- E. Placement of Liens for Delinquent Unpaid Waste Collection Charges Falling Delinquent Between September and December 2025. Considered at an Administrative Hearing on October 2, 2025. **Action: Adopt Resolutions per Staff Recommendation (Roxane Stone)**
- F. Public Convenience Necessity for Quick Mart located at 1477 Fitzgerald Drive, Suite 107. **Action: Adopt Resolution per Staff Recommendation (David Hanham)**
- G. Adopt a Resolution to Authorize the Receipt and Expenditure of \$187, 253 in Board of State and Community Corrections – Byrne State Crisis Intervention Program (BSCC - Byrne SCIP) Grant Funds. **Action: Adopt Resolution per Staff Recommendation (Melissa Klawuhn)**
- H. Public Convenience Necessity for Yo Sushi located at 2432 San Pablo Avenue. **Action: Adopt Resolution per Staff Recommendation (David Hanham)**
- I. Amendment to the City of Pinole Conflict of Interest Code. **Action: Adopt Resolution per Staff Recommendation (Heather Bell)**
- J. Approve Amendment to Cityzen Solutions Inc. Contract for Public Engagement Software. **Action: Adopt Resolution per Staff Recommendation (Kelcey Young)**

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Toms/Martinez-Rubin to adopt Consent Calendar Items 9A through 9J, as shown.

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

10. PUBLIC HEARINGS

- A.** Introduction and First Reading of an Ordinance to Adopt the 2025 California Building Standards Code and Update the City's Building and Fire Codes. **Action: Introduce and Waive First Read of Ordinance (Keith Marks)**

Chief Building Official Marks presented the staff report dated October 21, 2025. He asked that the City Council introduce and waive the first reading of an ordinance to adopt the 2025 California Building Standards Code and update the City's Building and Fire Codes.

Responding to questions from the City Council, Chief Building Official Marks clarified:

- AB 130, Housing, as detailed in the staff report, was again clarified which reads in part "cities and counties are subject to a six-year moratorium on new or amended local building standards and affecting residential occupancies," which meant that cities could not do anymore Reach Codes and require anything more than what the code required with the exception of what the City had already established as Reach Codes, until 2031. As noted in the staff report: *The moratorium is effective October 1, 2025, through June 1, 2031, except for limited statutory exceptions such as (1) previously filed local amendments with no material change in regulatory effect; (2) emergency standards necessary to protect public health and safety; (3 and 4) amendments related to home hardening or Wildland-Urban Interface fire-resistance standards; or (5) amendments necessary to implement a local greenhouse-gas reduction strategy consistent with a general plan approved on or before June 10, 2025, that both permits mixed-fuel residential construction consistent with federal law and incentivizes all-electric construction as part of an adopted climate action framework.* The City was currently working on its Reach Codes and reaching out to the public for input. (Martinez-Rubin)

PUBLIC HEARING OPENED

Rafael Menis, referenced Page 280 of 319 of the agenda packet, Table B105.2 Required Fire-Flow for Buildings Other than One - and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses, for the Minimum Fireflow (Gallons per Minute), for Section 903.3.1.1 of the California Fire Code, which required 50 percent of the value in Table B105.1(2)^a, but Section 903.3.1.2 of the California Fire Code, reads: % of the value in Table B105.1(2)^a. He asked for clarification if a number was to be included or whether it was some value that had not been defined.

Chief Building Official Marks clarified a member of the Contra Costa County Fire Protection District (CCCFPD) was present in the audience and may provide clarification.

PUBLIC HEARING CLOSED

Council member Murphy understood the item would return at the next City Council meeting, and Chief Building Official Marks and City Clerk Bell confirmed the item could return at the next meeting of the City Council on November 4, 2025.

Council member Murphy asked for an answer to the speaker's question at that meeting.

CCCFPD Assistant Fire Chief/Fire Marshal Chris Bachman clarified in response to the public comment that when the table referenced had been submitted to the Contra Costa County Board of Supervisors, some text had been cut off from the Word document when transferred to a PDF file. He clarified "50 percent" should have been shown in the columns under Minimum Fireflow (Gallons Per Minute) for Section 903.3.1.1 and Section 903.3.1.2 of the California Fire Code.

ACTION: Motion by Council members Murphy/Toms to introduce and waive the first reading of an ordinance to adopt the 2025 California Building Standards Code and Update the City's Building and Fire Codes.

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

- B.** Conduct a Public Hearing and Adopt a Resolution Ordering the Levy and Collection of the Annual Assessment for the Pinole Valley Road Landscape and Lighting Assessment District for Fiscal Year 2025/26. **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation. (Heba El-Guindy)**

Public Works Director Heba El-Guindy provided a PowerPoint presentation for Pinole Valley Road Landscape and Lighting Assessment District (LLAD) for Fiscal Year 2025/26 and the Levy of Assessments for FY 2025/26 which included an overview of the background of the Pinole Valley Road LLAD for Zones A and B; details for Zone A: North of I-80 and Zone B: South of I-80; highlights from the September 16, 2025 City Council public hearing and Assessment Summary for FY 2025/26.

Public Works Director El-Guindy recommended the City Council declare the intention to levy and collect assessments, conduct a public hearing concerning the levy of assessments and consider any objections and approve assessment amounts for FY 2025/26 and order collection of those assessments. She added that starting in 2026, staff would start with a more comprehensive approach to assess conditions with the LLAD, identifying deficiencies, coming up with an improvement plan, hold consultation with all commercial property owners and revise the methodology utilized within the reports and update them accordingly.

Responding to questions from the City Council, Public Works Director El-Guindy clarified:

- Staff planned to start with a more comprehensive approach, as described, around January/February 2026 in order to bring it forward for City Council consultation in time for approval for FY 2026/27, and be able to collect the assessed amount through the County. (Murphy)

- Staff received no comments via email or public service requests on the public hearing process. Both the September 16 and October 21, 2025 public hearings had been noticed to the public 11-days in advance of the public hearing date with proper notification in advance of the public hearings provided. (Martinez-Rubin)

PUBLIC HEARING OPENED

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

PUBLIC HEARING CLOSED

ACTION: Motion by Council member Toms/Mayor Sasai to adopt a resolution ordering the levy and collection of assessments for the Pinole Valley Road Landscape and Lighting Assessment District for Fiscal Year 2025/26.

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

11. OLD BUSINESS: None

12. NEW BUSINESS: None

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

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

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

Rafael Menis, reported on the COVID-19 rates based on the Centers for Disease Control and Prevention (CDC) website, but due to the government shutdown, no data beyond September 29, 2025 was available. Based on the level of information available, and while rates declined for everyone including the State of California during that time period, the current rate of transmission was unknown given unavailable data. Everyone was encouraged to take precautions and get vaccinated if possible given variants were moderately transmissible.

Mr. Menis also reported that weather permitting a protest was planned for Saturday, October 25, 2025 from 11:00 a.m. to 12:00 p.m. at the intersection of Tennent and San Pablo Avenues, with more information at the mobilize.us website. In addition, he thanked everyone who participated in the No Kings protest in the City of Hercules, throughout the State, country and the world this past weekend, which gave him hope there were people out there that saw what was going on and were willing to stand up for basic principles, like America does not have or need a King.

Anthony Vossbrink, asked what had been done to claim public health and safety at Bay Front Park with regard to hardening security in the area after the mauling and killing of Pinole residents and their dog near Pinole Creek. He had asked City staff about the situation who informed him the accident occurred near the Twin Bridges, near the creek, back towards the Fernandez Park area. The Public Works Director stated that two to three cameras would be directed at the Public Works Administration/Pinole-Hercules Wastewater Treatment Plant building, but that was not sufficient to screen over the tall trees along the trail line by the Bay headed towards the over-ramp or the entry. Cameras should be placed in this area and near the outdoor restrooms in the area. He commented the Public Works Department had over a dozen more cameras in the Wastewater Treatment Plant area and they were to harden the security of the area with more patrols, but he and other members of the public were afraid to be in the area given the recent incident. Residents had not seen a police presence in the area other than one patrol vehicle briefly parked near the railroad track and bridges

Mr. Vossbrink added that no lights were on in the parking lot which should be illuminated at night and he questioned how many security traffic cameras were currently operational and how they were being used to protect the public health and welfare of citizens since he understood not all cameras were working.

Acting City Manager/Police Chief Klawuhn clarified the Police Department added some cameras to the City Corporation Yard area that had been positioned in a way to capture ingress/egress from the trail areas. The cameras themselves were intended to deter some crimes from happening and allow the City to collect evidence after a crime had happened. The cameras did not cover the entire area, with some restrictions due to power availability. She requested that Police Officers increase patrols in the Bay Front Park area and when they had the opportunity to go down to the area they did so, may write reports in their vehicle when in the park or take lunch at that time. She asked that the community keep in mind that there were generally two or three officers at a time on patrol for the entire City and officers were also being called to other Calls for Service, and being pulled in multiple directions at all times. She emphasized the Bay Front Park area was an area of focus and she understood the community's concerns.

Acting City Manager/Police Chief Klawuhn asked if anyone saw anyone suspicious or had any concerns to call dispatch. If an emergency, dial 911 or the non-emergency line at 510-724-1111. By calling dispatch, an officer would respond to the location.

Mayor Sasai further clarified the issue of lighting during the nighttime at Bay Front Park was a conversation he had with the former City Manager and with Elizabeth Echols, Ward I representative for the East Bay Regional Park District (EBRPD), but there were concerns with light pollution in the area as well as impacts to wildlife, although it was possible something could be done with proper shielding.

Mayor Sasai reported the City Council would reconvene to a Closed Session for Item 4A and adjourn to the next City Council meeting on November 4, 2025 in remembrance of Amber Swartz. Any reportable action from the Closed Session would be reported out at the next City Council meeting.

14. RECONVENED to Closed Session Item 4A and **ADJOURNED** to a Regular City Council Meeting of November 4, 2025 in Remembrance of Amber Swartz.

At 10:08 p.m., Mayor Sasai reconvened to Closed Session Item 4A and adjourned to a Regular City Council Meeting on November 4, 2025 in Remembrance of Amber Swartz.

Submitted by:

Heather Bell, CMC

City Clerk

Approved by City Council:

WARRANT LISTING

By Vendor Name



City of Pinole, CA

Payment Dates 10/18/2025 - 10/31/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2699 - AAA BUSINESS SUPPLIES & INTERIORS					
2459651-0	108520	10/24/2025	500-641-42201	OFFICE SUPPLIES WPCP	80.98
Vendor 2699 - AAA BUSINESS SUPPLIES & INTERIORS Total:					80.98
Vendor: 1748 - AERZEN USA CORP					
SEPI-25-005901R	108521	10/24/2025	500-641-42107	MAINTENANCE BLOWERS WPCP	5,100.00
Vendor 1748 - AERZEN USA CORP Total:					5,100.00
Vendor: 2698 - ALAMEDA ELECTRICAL DISTRIBUTORS INC.					
56128911.001	108522	10/24/2025	500-641-44306	SUPPLIES FOR REPAIRS WPCP	173.92
Vendor 2698 - ALAMEDA ELECTRICAL DISTRIBUTORS INC. Total:					173.92
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
3180062	108523	10/24/2025	100-116-42101	CONSULTING FEES OCTOBER 2025	2,083.33
Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:					2,083.33
Vendor: 2073 - ALLIED FLUID PRODUCTS CORP					
INV59851	108524	10/24/2025	500-641-44306	GASKET WPCP	63.41
Vendor 2073 - ALLIED FLUID PRODUCTS CORP Total:					63.41
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
25-5051	108525	10/24/2025	285-10401	REFUND CORRECTION LPM24-001467	750.00
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					750.00
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
1296	108526	10/24/2025	100-343-44306	DUPLICATE KEY CH	50.10
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					50.10
Vendor: ATT01 - AT&T					
000024191631	108527	10/24/2025	525-118-43101	MIS PHONE	1,333.08
000024211384	108527	10/24/2025	525-118-43101	PW PHONE	315.48
000024211385	108527	10/24/2025	525-118-43101	ADMINISTRATION PHONE	81.35
000024211386	108527	10/24/2025	525-118-43101	RECREATION PHONE	858.09
000024211387	108527	10/24/2025	525-118-43101	CDD PHONE	25.81
Vendor ATT01 - AT&T Total:					2,613.81
Vendor: BAY01 - BAY AREA AIR QUALITY					
T194770	108528	10/24/2025	100-341-42401	PERMIT TO OPERATE FEE	571.00
Vendor BAY01 - BAY AREA AIR QUALITY Total:					571.00
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001455994	108529	10/24/2025	212-461-42514	CLASSIFIED ADS SEPT. 2025	476.00
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					476.00
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
17548	108530	10/24/2025	100-110-41007	LIFE AND AD&D OCTOBER 2025	1.94
17548	108530	10/24/2025	100-110-41007	LIFE AND AD&D OCTOBER 2025	5.85
17548	108530	10/24/2025	100-111-41007	LIFE AND AD&D OCTOBER 2025	59.95
17548	108530	10/24/2025	100-111-41007	LIFE AND AD&D OCTOBER 2025	19.84
17548	108530	10/24/2025	100-112-41007	LIFE AND AD&D OCTOBER 2025	17.14
17548	108530	10/24/2025	100-112-41007	LIFE AND AD&D OCTOBER 2025	51.81
17548	108530	10/24/2025	100-112-41008	LIFE AND AD&D OCTOBER 2025	23.70
17548	108530	10/24/2025	100-113-41007	LIFE AND AD&D OCTOBER 2025	5.14
17548	108530	10/24/2025	100-113-41007	LIFE AND AD&D OCTOBER 2025	15.54
17548	108530	10/24/2025	100-115-41007	LIFE AND AD&D OCTOBER 2025	25.62
17548	108530	10/24/2025	100-115-41007	LIFE AND AD&D OCTOBER 2025	77.43
17548	108530	10/24/2025	100-115-41008	LIFE AND AD&D OCTOBER 2025	71.10
17548	108530	10/24/2025	100-116-41007	LIFE AND AD&D OCTOBER 2025	48.00

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
17548	108530	10/24/2025	100-116-41007	LIFE AND AD&D OCTOBER 2025	15.88
17548	108530	10/24/2025	100-221-41007	LIFE AND AD&D OCTOBER 2025	117.31
17548	108530	10/24/2025	100-221-41007	LIFE AND AD&D OCTOBER 2025	354.54
17548	108530	10/24/2025	100-222-41007	LIFE AND AD&D OCTOBER 2025	22.60
17548	108530	10/24/2025	100-222-41007	LIFE AND AD&D OCTOBER 2025	68.30
17548	108530	10/24/2025	100-222-41008	LIFE AND AD&D OCTOBER 2025	118.18
17548	108530	10/24/2025	100-223-41007	LIFE AND AD&D OCTOBER 2025	152.96
17548	108530	10/24/2025	100-223-41007	LIFE AND AD&D OCTOBER 2025	50.61
17548	108530	10/24/2025	100-341-41007	LIFE AND AD&D OCTOBER 2025	100.84
17548	108530	10/24/2025	100-341-41007	LIFE AND AD&D OCTOBER 2025	33.37
17548	108530	10/24/2025	100-341-41008	LIFE AND AD&D OCTOBER 2025	118.50
17548	108530	10/24/2025	100-342-41008	LIFE AND AD&D OCTOBER 2025	23.70
17548	108530	10/24/2025	100-343-41007	LIFE AND AD&D OCTOBER 2025	101.23
17548	108530	10/24/2025	100-343-41007	LIFE AND AD&D OCTOBER 2025	33.50
17548	108530	10/24/2025	100-343-41008	LIFE AND AD&D OCTOBER 2025	164.70
17548	108530	10/24/2025	100-465-41007	LIFE AND AD&D OCTOBER 2025	14.13
17548	108530	10/24/2025	100-465-41007	LIFE AND AD&D OCTOBER 2025	4.68
17548	108530	10/24/2025	100-465-41008	LIFE AND AD&D OCTOBER 2025	23.70
17548	108530	10/24/2025	105-221-41007	LIFE AND AD&D OCTOBER 2025	14.15
17548	108530	10/24/2025	105-221-41007	LIFE AND AD&D OCTOBER 2025	42.76
17548	108530	10/24/2025	107-221-41007	LIFE AND AD&D OCTOBER 2025	74.28
17548	108530	10/24/2025	107-221-41007	LIFE AND AD&D OCTOBER 2025	24.58
17548	108530	10/24/2025	107-342-41007	LIFE AND AD&D OCTOBER 2025	5.45
17548	108530	10/24/2025	107-342-41007	LIFE AND AD&D OCTOBER 2025	16.47
17548	108530	10/24/2025	209-551-41007	LIFE AND AD&D OCTOBER 2025	18.36
17548	108530	10/24/2025	209-551-41007	LIFE AND AD&D OCTOBER 2025	55.49
17548	108530	10/24/2025	209-551-41008	LIFE AND AD&D OCTOBER 2025	23.70
17548	108530	10/24/2025	209-552-41007	LIFE AND AD&D OCTOBER 2025	5.68
17548	108530	10/24/2025	209-552-41007	LIFE AND AD&D OCTOBER 2025	17.15
17548	108530	10/24/2025	209-552-41008	LIFE AND AD&D OCTOBER 2025	40.53
17548	108530	10/24/2025	209-553-41007	LIFE AND AD&D OCTOBER 2025	12.40
17548	108530	10/24/2025	209-553-41007	LIFE AND AD&D OCTOBER 2025	4.10
17548	108530	10/24/2025	209-553-41008	LIFE AND AD&D OCTOBER 2025	23.70
17548	108530	10/24/2025	212-461-41007	LIFE AND AD&D OCTOBER 2025	54.77
17548	108530	10/24/2025	212-461-41007	LIFE AND AD&D OCTOBER 2025	18.12
17548	108530	10/24/2025	212-462-41007	LIFE AND AD&D OCTOBER 2025	69.62
17548	108530	10/24/2025	212-462-41007	LIFE AND AD&D OCTOBER 2025	23.03
17548	108530	10/24/2025	212-462-41008	LIFE AND AD&D OCTOBER 2025	71.10
17548	108530	10/24/2025	500-641-41007	LIFE AND AD&D OCTOBER 2025	65.03
17548	108530	10/24/2025	500-641-41007	LIFE AND AD&D OCTOBER 2025	196.54
17548	108530	10/24/2025	500-641-41008	LIFE AND AD&D OCTOBER 2025	237.00
17548	108530	10/24/2025	500-642-41007	LIFE AND AD&D OCTOBER 2025	9.43
17548	108530	10/24/2025	500-642-41007	LIFE AND AD&D OCTOBER 2025	28.49
17548	108530	10/24/2025	500-642-41008	LIFE AND AD&D OCTOBER 2025	47.40
17548	108530	10/24/2025	505-119-41007	LIFE AND AD&D OCTOBER 2025	29.60
17548	108530	10/24/2025	505-119-41007	LIFE AND AD&D OCTOBER 2025	9.80
17548	108530	10/24/2025	505-119-41008	LIFE AND AD&D OCTOBER 2025	47.40
17548	108530	10/24/2025	525-118-41007	LIFE AND AD&D OCTOBER 2025	6.53
17548	108530	10/24/2025	525-118-41007	LIFE AND AD&D OCTOBER 2025	19.79
17548	108530	10/24/2025	998-20107	LIFE AND AD&D OCTOBER 2025	6.30
17548	108530	10/24/2025	998-20107	LIFE AND AD&D OCTOBER 2025	210.00
17548	108530	10/24/2025	998-20107	LIFE AND AD&D OCTOBER 2025	16.00
17548	108530	10/24/2025	998-20118	LIFE AND AD&D OCTOBER 2025	433.50
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					3,920.04
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7099930	108531	10/24/2025	209-552-43804	FOOD PROGRAM PSC	20.22
7100299	108531	10/24/2025	209-552-43804	FOOD PROGRAM PSC	838.58
7100300	108531	10/24/2025	209-552-43804	FOOD PROGRAM PSC	60.70
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					919.50

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: DEN09 - BRIAN DENIS					
10202025	108532	10/24/2025	500-642-42101	REIMBURSEMENT DOT	115.00
Vendor DEN09 - BRIAN DENIS Total:					115.00
Vendor: CALA3 - CALIFORNIA GENERATOR SERVICE					
64171	108533	10/24/2025	500-641-42107	ELECTRICAL ROOM GENERATOR BATTERY	6,960.00
Vendor CALA3 - CALIFORNIA GENERATOR SERVICE Total:					6,960.00
Vendor: CDW01 - CDW GOVERNMENT INC.					
AG35P3I	108534	10/24/2025	525-118-47106	CITY HALL UPS REPLACEMENT BATTERY	6,215.50
AG42P9G	108534	10/24/2025	525-118-47106	PC REPLACEMENT IT	1,963.03
Vendor CDW01 - CDW GOVERNMENT INC. Total:					8,178.53
Vendor: 2060 - CENTRAL CONCRETE SUPPLY CO., INC.					
2510-061869	108535	10/24/2025	207-344-42514	FILL SAND	704.89
2510-P54598	108535	10/24/2025	100-343-44306	VACANT LOT DONEGAL CLEAN UP	39.78
Vendor 2060 - CENTRAL CONCRETE SUPPLY CO., INC. Total:					744.67
Vendor: CIT08 - CITY MECHANICAL, INC					
118912	108536	10/24/2025	100-343-42108	HVAC CITY HALL	804.11
Vendor CIT08 - CITY MECHANICAL, INC Total:					804.11
Vendor: 2289 - CLEAN WORLD GREASE TRAP SERVICES					
08998	108537	10/24/2025	209-552-42107	GREASE TRAPS CLEANING PSC	175.00
Vendor 2289 - CLEAN WORLD GREASE TRAP SERVICES Total:					175.00
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
18680	108538	10/24/2025	525-118-42101	LAND MGMT SYSTEM ADMINISTRATOR FY26	3,642.26
18720	108538	10/24/2025	525-118-42101	PINOLE LAND MANAGEMENT GIS MAINTENANCE FY26	4,622.65
18735	108538	10/24/2025	525-118-42101	LAND MANAGEMENT GIS MAIN FY26	2,354.64
Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:					10,619.55
Vendor: COM20 - COMCAST					
0050719-10032025	108539	10/24/2025	100-222-43105	CABLE PD	15.83
0419492-10022025	108539	10/24/2025	525-118-43106	INTERNET SWIM CENTER	221.35
253071887	108540	10/24/2025	525-118-43106	INTERNET PD	850.05
Vendor COM20 - COMCAST Total:					1,087.23
Vendor: COM23 - COMMUNICATION SERVICE CO.					
420766P	108600	10/24/2025	276-343-47201	PSC MODERNIZATION PROJECT FIRE ALARM	6,500.00
Vendor COM23 - COMMUNICATION SERVICE CO. Total:					6,500.00
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
29993	108541	10/24/2025	100-343-42107	NEW TIRE PACKAGE	283.98
30090	108541	10/24/2025	100-221-42107	VEHICLE INSPECTION COOLING FAN	824.42
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					1,108.40
Vendor: 3109 - COUNTY OF MARIN					
19287-2026	108542	10/24/2025	100-341-42401	ANNUAL MEMBERSHIP DUES	945.00
Vendor 3109 - COUNTY OF MARIN Total:					945.00
Vendor: 3106 - DANIEL O'SHEA					
10132025	108543	10/24/2025	209-20308	SECURITY DEPOSIT REFUND PSC RENTAL 10042025	845.00
Vendor 3106 - DANIEL O'SHEA Total:					845.00
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
848912	108544	10/24/2025	100-116-42101	FINGERPRINT	64.00
848912	108544	10/24/2025	209-552-42101	FINGERPRINT	32.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					96.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
86826365	108545	10/24/2025	100-10601	GASOLINE UNL	1,699.05
86826378	108545	10/24/2025	500-10601	CLEAR RENEWAL DIESEL	4,728.41
86843420	108545	10/24/2025	100-10601	GASOLINE UNL	2,972.77
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					9,400.23
Vendor: 1808 - DOG WASTE DEPOT					
786900	108546	10/24/2025	100-345-44306	DOG WASTE ROLL BAG	846.63
Vendor 1808 - DOG WASTE DEPOT Total:					846.63
Vendor: EBM01 - EBMUD					
435748-10152025	108547	10/24/2025	209-553-43102	2454 SIMAS AVE-TINY TOTS	53.37
435748-10152025	108547	10/24/2025	209-557-43102	2454 SIMAS AVE-TINY TOTS	1,725.49
532364-10152025	108547	10/24/2025	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	541.96
532606-10152025	108547	10/24/2025	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	61.59
534462-10152025	108547	10/24/2025	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	53.70
554181-10152025	108547	10/24/2025	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	1,450.98
554182-10152025	108547	10/24/2025	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	340.84
Vendor EBM01 - EBMUD Total:					4,227.93
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002756248	108548	10/24/2025	500-641-44306	MEMOSENS CPS11E WPCP	880.76
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					880.76
Vendor: 2950 - ENVIRONMENTAL INNOVATIONS, INC.					
3267	108549	10/24/2025	106-466-42101	OUTREACH AND TECHNICAL ASSISTANCE	2,845.00
Vendor 2950 - ENVIRONMENTAL INNOVATIONS, INC. Total:					2,845.00
Vendor: 2853 - EVERON, LLC					
159338909	108551	10/24/2025	100-343-42108	MONITORING ALARM CH	893.09
159338910	108551	10/24/2025	100-343-42108	MONITORING CY AND WPCP	132.00
159802512	108550	10/24/2025	209-552-42108	ALARM MONITORING PSC	162.80
Vendor 2853 - EVERON, LLC Total:					1,187.89
Vendor: FIL07 - FILEONQ, INC					
13613	108552	10/24/2025	525-118-42106	SOFTWARE MAINTENANCE AGREEMENT 0126123126	4,476.60
Vendor FIL07 - FILEONQ, INC Total:					4,476.60
Vendor: 1612 - FIRST VANGUARD RENTALS & SALES					
1-514656	108553	10/24/2025	203-221-42514	RENTAL LIGHTS FOR NNO	707.70
Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:					707.70
Vendor: 2439 - GOVINVEST INC.					
2025-6537	108554	10/24/2025	100-115-42101	FY GASB75 ROLL VALUATION FEE	3,750.00
Vendor 2439 - GOVINVEST INC. Total:					3,750.00
Vendor: HAC01 - HACH COMPANY					
14694041	108555	10/24/2025	500-641-44305	FILTER GLASS FBR WPCP LAB	250.70
14706634	108555	10/24/2025	500-641-44306	NITROGEN AMMONIA FILTER GLASS LAB SUPPLIES WPCP	703.69
14707441	108555	10/24/2025	500-641-44306	PHD RYTON LAB SUPPLIES WPCP	1,507.24
Vendor HAC01 - HACH COMPANY Total:					2,461.63
Vendor: 2956 - HUNT OIL OF CALIFORNIA					
729288	108556	10/24/2025	500-641-44306	CHEV MULTIFAK WPCP	755.09
Vendor 2956 - HUNT OIL OF CALIFORNIA Total:					755.09

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: IMA01 - IMAGE SALES, INC.					
0079345-IN	108557	10/24/2025	100-116-42201	INK FOR BADGE PRINTER	92.74
Vendor IMA01 - IMAGE SALES, INC. Total:					92.74
Vendor: 3110 - INSURANCE AND BENEFITS TRUST OF PEACE OFFICERS RESEARCH ASSOCIATION CALIFORNIA					
25-05112	108558	10/24/2025	100-221-40101	REIMBURSEMTN FOR SID BENEFITS POWELL	29,625.80
Vendor 3110 - INSURANCE AND BENEFITS TRUST OF PEACE OFFICERS RESEARCH ASSOCIATION CALIFORNIA Total:					29,625.80
Vendor: J&O01 - J & O COMMERCIAL TIRE CTR					
175573	108559	10/24/2025	100-345-42107	REMA BIAS REPAIR	320.21
Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:					320.21
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
269373	108560	10/24/2025	100-551-42511	PORTABLE TOILET RENTAL	144.83
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					144.83
Vendor: JAC02 - JACKFORMS					
3624	108561	10/24/2025	100-115-42201	LASER CHECKS	1,925.55
Vendor JAC02 - JACKFORMS Total:					1,925.55
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
SEPTEMBER 2025	108562	10/24/2025	209-552-42101	INSTRUCTOR FEES SEPT. 2025 PSC	703.50
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					703.50
Vendor: 1611 - JANICE M. BYER					
SEPTEMBER 2025	108563	10/24/2025	209-552-42101	INSTRUCTOR FEES SEPT. 2025 PSC	500.00
Vendor 1611 - JANICE M. BYER Total:					500.00
Vendor: 3053 - JOSE LUIS GRAY					
10192025	108564	10/24/2025	100-221-42302	MILEAGE REIMBURSEMENT FOR POLICE ACADEMY	551.60
Vendor 3053 - JOSE LUIS GRAY Total:					551.60
Vendor: 2385 - JSH MOBILE REPAIR LLC					
2362	108565	10/24/2025	100-221-42107	CHASSIS FULL SERVICE PD	1,393.56
Vendor 2385 - JSH MOBILE REPAIR LLC Total:					1,393.56
Vendor: 2954 - K.J. WOODS CONSTRUCTION, INC.					
24-42411	108566	10/24/2025	500-642-47201	PINON TRUNK SEWER CAPACITY PHASE 2	1,064,309.88
Vendor 2954 - K.J. WOODS CONSTRUCTION, INC. Total:					1,064,309.88
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000034438	108567	10/24/2025	500-641-44302	SLUDGE REMOVAL WPCP	5,162.06
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,162.06
Vendor: KIM01 - KIMBALL MIDWEST					
103838301	108568	10/24/2025	500-641-44410	GLOVES WPCP	653.20
Vendor KIM01 - KIMBALL MIDWEST Total:					653.20
Vendor: KNO03 - KNORR SYSTEMS, INC.					
285478	108569	10/24/2025	209-557-42108	CHLORINE AND MURIATIC ACID SWIM POOL	2,396.65
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					2,396.65
Vendor: MAN01 - MANNA FOODS, INC.					
1045545	108570	10/24/2025	209-552-43804	FOOD PROGRAM PSC	201.97
Vendor MAN01 - MANNA FOODS, INC. Total:					201.97
Vendor: 1057 - MAUREEN TOMS					
10142025	108571	10/24/2025	100-110-42301	REIMBURSEMNT CAL CITIES CONF	65.00
10142025	108571	10/24/2025	100-110-42302	REIMBURSEMNT CAL CITIES CONF	1,094.91
10142025	108571	10/24/2025	100-110-42303	REIMBURSEMNT CAL CITIES CONF	68.00
Vendor 1057 - MAUREEN TOMS Total:					1,227.91

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
53107316	108572	10/24/2025	500-641-44306	SUPPLIES FOR REPAIRS WPCP	68.73
53264464	108572	10/24/2025	500-641-44306	SUPPLIES FOR REPAIRS WPCP	49.53
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					118.26
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100402107818	108573	10/24/2025	100-343-42108	MAINTENANCE SERVICE NOV. 2025 CH	133.68
100402107843	108573	10/24/2025	100-222-42108	MAINTENANCE SERVICE NOV. 2025 PUBLIC SAFETY BLDG.	133.41
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					267.09
Vendor: 1469 - PAN-PACIFIC SUPPLY COMPANY					
29619149	108574	10/24/2025	500-641-44306	VERTICAL PUMP WPCP	5,529.17
Vendor 1469 - PAN-PACIFIC SUPPLY COMPANY Total:					5,529.17
Vendor: PET08 - PET FOOD EXPRESS CORP					
384-0925-02	108575	10/24/2025	100-221-42514	FOOD FOR MILO K9	73.57
Vendor PET08 - PET FOOD EXPRESS CORP Total:					73.57
Vendor: PGE01 - PG&E					
0081-10162025	108576	10/24/2025	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	115.96
0209-10162025	108576	10/24/2025	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	131.01
0498-10082025	108576	10/24/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,465.14
0813-10142025	108576	10/24/2025	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	83.50
0883-10102025	108576	10/24/2025	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	903.19
0883-10102025	108576	10/24/2025	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	180.64
0883-10102025	108576	10/24/2025	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	722.56
0923-10152025	108576	10/24/2025	100-110-43103	2131 PEAR ST	162.93
0923-10152025	108576	10/24/2025	100-111-43103	2131 PEAR ST	214.39
0923-10152025	108576	10/24/2025	100-112-43103	2131 PEAR ST	235.82
0923-10152025	108576	10/24/2025	100-115-43103	2131 PEAR ST	587.42
0923-10152025	108576	10/24/2025	100-116-43103	2131 PEAR ST	171.51
0923-10152025	108576	10/24/2025	100-117-43103	2131 PEAR ST	1,908.03
0923-10152025	108576	10/24/2025	100-343-43103	2131 PEAR ST	3,554.50
0923-10152025	108576	10/24/2025	200-342-43103	2131 PEAR ST	621.72
0923-10152025	108576	10/24/2025	212-461-43103	2131 PEAR ST	257.26
0923-10152025	108576	10/24/2025	212-462-43103	2131 PEAR ST	647.44
0923-10152025	108576	10/24/2025	285-464-43103	2131 PEAR ST	214.39
1121-10162025	108576	10/24/2025	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	109.20
1156-10102025	108576	10/24/2025	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	27.31
1156-10102025	108576	10/24/2025	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	40.97
1233-10162025	108576	10/24/2025	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	119.71
1462-10102025	108576	10/24/2025	209-552-43103	2500 CHARLES ST SENIOR CENTER	179.96
2620-10162025	108576	10/24/2025	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	151.67
2793-10162025	108576	10/24/2025	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	64.35
3029-10092025	108576	10/24/2025	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	49.02
3311-10162025	108576	10/24/2025	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	161.85

WARRANT LISTING

Payment Dates: 10/18/2025 - 10/31/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
3834-10032025	108576	10/24/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	52.34
3914-10152025	108576	10/24/2025	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	693.66
4065-10152025	108576	10/24/2025	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	195.23
4193-10162025	108576	10/24/2025	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	81.73
4368-10142025	108576	10/24/2025	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	191.83
5127-10162025	108576	10/24/2025	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	109.23
5374-10162025	108576	10/24/2025	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	145.28
5387-10162025	108576	10/24/2025	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	4.51
6969-10152025	108576	10/24/2025	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	98.55
7114-10162025	108576	10/24/2025	200-342-43103	2429 SAN PABLO AVE	149.05
7186-10102025	108576	10/24/2025	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	8.38
7509-10142025	108576	10/24/2025	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	80.86
8086-10162025	108576	10/24/2025	200-342-43103	N/S BORDER CITY OF PINOLE	102.80
8687-10162025	108576	10/24/2025	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	146.06
8716-10102025	108576	10/24/2025	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,770.79
9824-10162025	108576	10/24/2025	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	147.97
9900-10142025	108576	10/24/2025	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	187.50
9985-10152025	108576	10/24/2025	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	53.94
Vendor PGE01 - PG&E Total:					<u>18,301.16</u>
Vendor: 3108 - PRESTIGE CHEMICAL PRODUCTS, LLC.					
01074	108579	10/24/2025	100-345-44306	VANDALL MARK REMOVER	360.27
Vendor 3108 - PRESTIGE CHEMICAL PRODUCTS, LLC. Total:					<u>360.27</u>
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
103860	108580	10/24/2025	212-461-42201	BUSINESS CARDS FOR COMMUNITY DEVELOP	16.92
103860	108580	10/24/2025	212-461-42201	BUSINESS CARDS FOR COMMUNITY DEVELOP	72.00
103860	108580	10/24/2025	212-462-42201	BUSINESS CARDS FOR COMMUNITY DEVELOP	88.85
105074	108580	10/24/2025	100-221-42201	BUSINESS CARDS PD	177.77
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					<u>355.54</u>
Vendor: PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT					
10487	108581	10/24/2025	100-221-42107	REPLACE FUSE AND SIREN SYSTEM CAR 808	1,142.96
10491	108581	10/24/2025	100-221-42107	PA MIC REPLACE AND REPAIR CAR 810	361.46
Vendor PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT Total:					<u>1,504.42</u>
Vendor: 2783 - READYFRESH					
05J6708050237	108582	10/24/2025	100-111-42201	WATER FOR CITY HALL	25.34
05J8720332206	108582	10/24/2025	100-343-44306	WATER FOR CORP YARD	241.33
25J6709787258	108582	10/24/2025	500-641-42201	WATER FOR WPCP	66.44
Vendor 2783 - READYFRESH Total:					<u>333.11</u>
Vendor: 2817 - REDWOOD PUBLIC LAW, LLP					
16783	108583	10/24/2025	100-20011	CITY ATTORNEY SERVICES	26,758.04
16785	108583	10/24/2025	100-20011	FARIA HOUSE DISPOSITION	1,283.00

WARRANT LISTING

Payment Dates: 10/18/2025 - 10/31/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
16786	108583	10/24/2025	100-20011	GENERAL SERVICES CODE ENFORCEMENT	1,564.36
16787	108583	10/24/2025	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	5,532.35
16788	108583	10/24/2025	100-20011	GENERAL SERVICES FINANCE	346.50
16790	108583	10/24/2025	100-20011	GENERAL SERVICES POLICE	693.00
16791	108583	10/24/2025	100-20011	GENERAL SERVICES PW	1,758.50
16792	108583	10/24/2025	100-20011	GENERAL SERVICES RECREATIONAL	327.00
16793	108583	10/24/2025	100-20011	PINOLE PD SINGH COMPLAINT	3,919.40
16795	108583	10/24/2025	100-20011	PUBLIC RECORDS ACT	1,269.00
16796	108583	10/24/2025	100-20011	RISK MANAGEMENT	248.50
16955	108583	10/24/2025	100-20011	GENERAL SERVICES CITY CLERK	327.00
17294	108583	10/24/2025	100-20011	CITY ATTORNEY SERVICES	19,923.76
17295	108583	10/24/2025	100-20011	CITY COUNCIL MEETINGS	3,040.00
17296	108583	10/24/2025	100-20011	GENERAL SERVICES CITY CLERK	461.50
17297	108583	10/24/2025	100-20011	GENERAL SERVICES CODE ENFORCEMENT	3,087.50
17298	108583	10/24/2025	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	5,873.41
17299	108583	10/24/2025	100-20011	GENERAL SERVICES FINANCE	1,124.00
17301	108583	10/24/2025	100-20011	GENERAL SERVICES POLICE	248.50
17302	108583	10/24/2025	100-20011	GENERAL SERVICES PW	11,415.17
17303	108583	10/24/2025	100-20011	GENERAL SERVICES RECREATION	745.00
17304	108583	10/24/2025	100-20011	PCB LITIGATION	178.00
17305	108583	10/24/2025	100-20011	PUBLIC RECORDS ACT	1,171.50
17306	108583	10/24/2025	100-20011	RISK MANAGEMENT	497.00
17307	108583	10/24/2025	100-20011	SUCCESSOR AGENCY	1,088.50
Vendor 2817 - REDWOOD PUBLIC LAW, LLP Total:					92,880.49
Vendor: REP03 - REPUBLIC SERVICES					
85	108585	10/24/2025	214-342-42514	RATE STABILIZATION FUND JULY 2025	16,683.16
86	108585	10/24/2025	214-342-42514	RATE STABILIZATION AUGUST 2025	16,778.16
Vendor REP03 - REPUBLIC SERVICES Total:					33,461.32
Vendor: ROS08 - RSG, INC.					
13772	108586	10/24/2025	285-464-42101	COMPLIANCE MOINTORING FY24-25	602.50
13773	108586	10/24/2025	285-464-42101	HOUSING POLICY AND IN-LIEUW FEE JUNE 2025	2,206.25
13781	108586	10/24/2025	100-117-42101	PROPERTY DISPOSITON SERVICES JUNE2025	674.38
13781	108586	10/24/2025	285-464-42101	PROPERTY DISPOSITON SERVICES JUNE2025	674.37
13851	108586	10/24/2025	100-117-42101	PROPERTY DISPOSITION JULY 2025	1,309.38
13851	108586	10/24/2025	285-464-42101	PROPERTY DISPOSITION JULY 2025	1,309.37
Vendor ROS08 - RSG, INC. Total:					6,776.25
Vendor: 1982 - SHAPE INCORPORATED					
56837843062	108587	10/24/2025	500-641-44306	SM PIN JOINT RING SUPPLIES WPCP	2,627.64
56838843059	108587	10/24/2025	500-641-44303	STATOR AND ROTOR B WPCP	7,692.00
Vendor 1982 - SHAPE INCORPORATED Total:					10,319.64
Vendor: 3105 - SHARON GUTIERREZ					
10132025	108588	10/24/2025	209-20309	SECURITY DEPOSIT RETURN PYC 10042025	282.00
Vendor 3105 - SHARON GUTIERREZ Total:					282.00

WARRANT LISTING					Payment Dates: 10/18/2025 - 10/31/2025
Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1714 - SHERRI D. LEWIS					
CC05PINOLE-FY2025/26	108589	10/24/2025	100-112-42101	PREPARE MINUTES CITY COUNCIL MTG. 10142025	450.00
PC02PINOLE-FY2025/26	108589	10/24/2025	212-461-42514	PREPARE MINUTES PC 09082025	525.00
PC03PINOLE-FY2025/26	108589	10/24/2025	212-461-42514	PREPARE MINUTES PC 09222025	862.50
Vendor 1714 - SHERRI D. LEWIS Total:					1,837.50
Vendor: STE20 - STERICYCLE, INC.					
8012102622	108590	10/24/2025	100-221-42101	MEDICAL WASTE DISPOSAL	69.61
Vendor STE20 - STERICYCLE, INC. Total:					69.61
Vendor: SUN04 - SUNSHINE FLOORS, LLC					
1901	108591	10/24/2025	100-343-42108	CARPET INSTALLING ENTRY WAY CH	3,300.00
Vendor SUN04 - SUNSHINE FLOORS, LLC Total:					3,300.00
Vendor: SYA01 - SYAR INDUSTRIES, LLC.					
4560999	108592	10/24/2025	105-342-47205	POWER PATCH TON	530.50
Vendor SYA01 - SYAR INDUSTRIES, LLC. Total:					530.50
Vendor: 3111 - TELVUE CORPORATION					
19010	108593	10/24/2025	505-119-42106	CON-STREAMING INFOVUE SERVICE PCTV	4,612.50
Vendor 3111 - TELVUE CORPORATION Total:					4,612.50
Vendor: 2969 - TERMINIX COMMERCIAL					
462777084	108594	10/24/2025	100-343-42108	PEST CONTROL WPCP	138.00
464396936	108594	10/24/2025	100-222-42108	PEST CONTROL PUBLIC SAFETY BLDG.	180.00
464397677	108594	10/24/2025	100-343-42108	PEST CONTROL CH	162.00
464526813	108594	10/24/2025	100-343-42108	PEST CONTROL FIRE STAT 74	124.00
464527859	108594	10/24/2025	100-343-42108	PEST CONTROL WPCP	138.00
Vendor 2969 - TERMINIX COMMERCIAL Total:					742.00
Vendor: 2990 - THE BUTLER					
SEPTEMBER 2025	108595	10/24/2025	209-552-42101	INSTRUCTOR FEES SEPTEMBER 2025 PSC	335.40
Vendor 2990 - THE BUTLER Total:					335.40
Vendor: USP02 - UNITED STATES POSTAL SVC					
675228209	108596	10/24/2025	209-552-43809	POSTAGE FOR NOVEMBER 2025 NEWSLETTER PSC	323.40
Vendor USP02 - UNITED STATES POSTAL SVC Total:					323.40
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
21852	108597	10/24/2025	100-343-42108	JANITORIAL SUPPLIES CY	657.22
539962	108597	10/24/2025	209-557-42108	JANITORIAL SERVICES SWIM CENTER SEPTEMBER 2025	2,229.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					2,886.22
Vendor: 3107 - VINCENT GAINES					
10092025	108598	10/24/2025	500-642-36303	PARTIAL REFUN PERMIT FEES SP25-0225	287.10
Vendor 3107 - VINCENT GAINES Total:					287.10
Vendor: 2648 - YANNET TORRES					
SEPTEMBER 2025	108599	10/24/2025	209-552-42101	INSTRUCTOR FEE SEPTEMBER 2025 PSC	1,146.00
Vendor 2648 - YANNET TORRES Total:					1,146.00
Grand Total:					1,382,362.02

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	169,490.29
105 - Measure S -2006	587.41
106 - MEASURE S-2014	2,845.00
107 - Measure I	120.78
200 - Gas Tax Fund	2,644.08
201 - Restricted Real Estate Maintenance Fund	152.49
203 - Public Safety Augmentation Fund	707.70
207 - NPDES Storm Water Fund	704.89
209 - Recreation Fund	12,439.46
212 - Building & Planning	3,182.61
214 - Solid Waste Fund	33,461.32
276 - Growth Impact Fund	6,500.00
285 - Housing Land Held for Resale	5,756.88
310 - Lighting & Landscape Districts	147.97
500 - Sewer Enterprise Fund	1,111,228.86
505 - Cable Access TV	4,740.27
525 - Information Systems	26,986.21
998 - Payroll Clearing	665.80
Grand Total:	1,382,362.02

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	4,671.82
100-110-41007	Emp Benefits/Life-ADD	7.79
100-110-42301	Travel & Training/Conf-R...	65.00
100-110-42302	Travel & Training/Milea...	1,094.91
100-110-42303	Travel & Training/Meal A..	68.00
100-110-43103	Utilities/Electricity & Po...	162.93
100-111-41007	Emp Benefits/Life-ADD	79.79
100-111-42201	Office Expense	25.34
100-111-43103	Utilities/Electricity & Po...	214.39
100-112-41007	Emp Benefits/Life-ADD	68.95
100-112-41008	Emp Benefits/Long Term...	23.70
100-112-42101	Prof Svcs/Professional Se..	450.00
100-112-43103	Utilities/Electricity & Po...	235.82
100-113-41007	Emp Benefits/Life-ADD	20.68
100-115-41007	Emp Benefits/Life-ADD	103.05
100-115-41008	Emp Benefits/Long Term...	71.10
100-115-42101	Prof Svcs/Professional Se..	3,750.00
100-115-42201	Office Expense	1,925.55
100-115-43103	Utilities/Electricity & Po...	587.42
100-116-41007	Emp Benefits/Life-ADD	63.88
100-116-42101	Prof Svcs/Professional Se..	2,147.33
100-116-42201	Office Expense	92.74
100-116-43103	Utilities/Electricity & Po...	171.51
100-117-42101	Prof Svcs/Professional Se..	1,983.76
100-117-43103	Utilities/Electricity & Po...	1,908.03
100-20011	Accounts Payable/Miscel...	92,880.49
100-221-40101	Salary & Wages/Full Time	29,625.80
100-221-41007	Emp Benefits/Life-ADD	471.85
100-221-42101	Prof Svcs/Professional Se..	69.61
100-221-42107	Prof Svcs/Equipment Ma...	3,722.40
100-221-42201	Office Expense	177.77
100-221-42302	Travel & Training/Milea...	551.60
100-221-42514	Admin Exp/Special Depa...	73.57
100-222-41007	Emp Benefits/Life-ADD	90.90
100-222-41008	Emp Benefits/Long Term...	118.18

Account Summary

Account Number	Account Name	Payment Amount
100-222-42108	Prof Svcs/Building-Struc...	313.41
100-222-43103	Utilities/Electricity & Po...	903.19
100-222-43105	Utilities/Cable	15.83
100-223-41007	Emp Benefits/Life-ADD	203.57
100-223-43103	Utilities/Electricity & Po...	180.64
100-231-43102	Utilities/Water	1,791.82
100-231-43103	Utilities/Electricity & Po...	2,240.04
100-341-41007	Emp Benefits/Life-ADD	134.21
100-341-41008	Emp Benefits/Long Term...	118.50
100-341-42401	Dues & Pub/Membershi...	1,516.00
100-342-41008	Emp Benefits/Long Term...	23.70
100-343-41007	Emp Benefits/Life-ADD	134.73
100-343-41008	Emp Benefits/Long Term...	164.70
100-343-42107	Prof Svcs/Equipment Ma...	283.98
100-343-42108	Prof Svcs/Building-Struc...	6,482.10
100-343-43103	Utilities/Electricity & Po...	3,758.11
100-343-44306	Other Materials Supp/M...	331.21
100-345-42107	Prof Svcs/Equipment Ma...	320.21
100-345-43102	Utilities/Water	657.25
100-345-43103	Utilities/Electricity & Po...	747.19
100-345-44306	Other Materials Supp/M...	1,206.90
100-465-41007	Emp Benefits/Life-ADD	18.81
100-465-41008	Emp Benefits/Long Term...	23.70
100-551-42511	Admin Exp/Equipment R...	144.83
105-221-41007	Emp Benefits/Life-ADD	56.91
105-342-47205	Improvements/Streets	530.50
106-466-42101	Prof Svcs/Professional Se..	2,845.00
107-221-41007	Emp Benefits/Life-ADD	98.86
107-342-41007	Emp Benefits/Life-ADD	21.92
200-342-43103	Utilities/Electricity & Po...	2,644.08
201-343-43103	Utilities/Electricity & Po...	152.49
203-221-42514	Admin Exp/Special Depa...	707.70
207-344-42514	Admin Exp/Special Depa...	704.89
209-20308	Deposits Payable/Recrea...	845.00
209-20309	Deposits Payable/Recrea...	282.00
209-551-41007	Emp Benefits/Life-ADD	73.85
209-551-41008	Emp Benefits/Long Term...	23.70
209-552-41007	Emp Benefits/Life-ADD	22.83
209-552-41008	Emp Benefits/Long Term...	40.53
209-552-42101	Prof Svcs/Professional Se..	2,716.90
209-552-42107	Prof Svcs/Equipment Ma...	175.00
209-552-42108	Prof Svcs/Building-Struc...	162.80
209-552-43103	Utilities/Electricity & Po...	179.96
209-552-43804	Program Cost/Food Prog...	1,121.47
209-552-43809	Program Cost/Newsletter	323.40
209-553-41007	Emp Benefits/Life-ADD	16.50
209-553-41008	Emp Benefits/Long Term...	23.70
209-553-43102	Utilities/Water	53.37
209-554-43103	Utilities/Electricity & Po...	27.31
209-557-42108	Prof Svcs/Building-Struc...	4,625.65
209-557-43102	Utilities/Water	1,725.49
212-461-41007	Emp Benefits/Life-ADD	72.89
212-461-42201	Office Expense	88.92
212-461-42514	Admin Exp/Special Depa...	1,863.50
212-461-43103	Utilities/Electricity & Po...	257.26
212-462-41007	Emp Benefits/Life-ADD	92.65
212-462-41008	Emp Benefits/Long Term...	71.10
212-462-42201	Office Expense	88.85

Account Summary

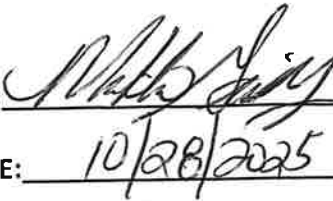
Account Number	Account Name	Payment Amount
212-462-43103	Utilities/Electricity & Po...	647.44
214-342-42514	Admin Exp/Special Depa...	33,461.32
276-343-47201	Improvements/Building	6,500.00
285-10401	Miscellaneous Receivabl...	750.00
285-464-42101	Prof Svcs/Professional Se...	4,792.49
285-464-43103	Utilities/Electricity & Po...	214.39
310-347-43103	Utilities/Electricity & Po...	147.97
500-10601	Gas Tanks/Corp Yard	4,728.41
500-641-41007	Emp Benefits/Life-ADD	261.57
500-641-41008	Emp Benefits/Long Term...	237.00
500-641-42107	Prof Svcs/Equipment Ma...	12,060.00
500-641-42201	Office Expense	147.42
500-641-43103	Utilities/Electricity & Po...	2,770.79
500-641-44302	Other Materials Supp/Sl...	5,162.06
500-641-44303	Other Materials Supp/C...	7,692.00
500-641-44305	Other Materials Supp/La...	250.70
500-641-44306	Other Materials Supp/M...	12,359.18
500-641-44410	Safety Clothing	653.20
500-642-36303	Sewer Chg/Sewer Latera...	287.10
500-642-41007	Emp Benefits/Life-ADD	37.92
500-642-41008	Emp Benefits/Long Term...	47.40
500-642-42101	Prof Svcs/Professional Se...	115.00
500-642-43103	Utilities/Electricity & Po...	109.23
500-642-47201	Improvements/Building	1,064,309.88
505-119-41007	Emp Benefits/Life-ADD	39.40
505-119-41008	Emp Benefits/Long Term...	47.40
505-119-42106	Prof Svcs/Software Main...	4,612.50
505-119-43103	Utilities/Electricity & Po...	40.97
525-118-41007	Emp Benefits/Life-ADD	26.32
525-118-42101	Prof Svcs/Professional Se...	10,619.55
525-118-42106	Prof Svcs/Software Main...	4,476.60
525-118-43101	Utilities/Telephone	2,613.81
525-118-43106	Utilities/Internet	1,071.40
525-118-47106	FF&E/Computer Equipm...	8,178.53
998-20107	Sal & Ben Payable/Life In...	232.30
998-20118	Sal & Ben Payable / LTD ...	433.50
	Grand Total:	1,382,362.02

Project Account Summary

Project Account Key	Payment Amount
None	311,021.64
10534247205RO2401	530.50
27634347201FA2202	6,500.00
50064247201SS2401	1,064,309.88
	Grand Total:
	1,382,362.02

APPROVED BY:

DATE:





CITY COUNCIL REPORT

9.C.

DATE: NOVEMBER 4, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832,
lwhalen@pinole.gov

SUBJECT: AUTHORIZE EXECUTION OF AGREEMENT WITH HOME MATCH CONTRA
COSTA COUNTY TO IMPLEMENT HOUSING ELEMENT PROGRAM 11:
HOME SHARING AND TENANT MATCHING

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a five-year Professional Services Agreement with Home Match Contra Costa to execute the scope of work in Attachment C, in an amount not-to-exceed \$25,000 per fiscal year, to implement Housing Element Program 11: Home Sharing and Tenant Matching, with annual appropriations subject to Council approval through the budget process.

BACKGROUND

Program 11 of the City of Pinole's 6th Cycle Housing Element—Home Sharing and Tenant Matching—is designed to expand affordable housing opportunities by better utilizing existing homes while supporting seniors, homeowners, and individuals in need of affordable housing. Many older adults in Pinole wish to age in place but struggle with rising housing costs, maintenance needs, and social isolation. At the same time, educators, local workers, and others seeking low-cost housing face constrained rental availability. The full text of Program 11 is provided below:

Program 11. Home Sharing and Tenant Matching The increasing number of elderly persons in the population is creating more demand for affordable, accessible, and low-maintenance housing. As residents age, they may desire alternatives to single-family units, opting for smaller multifamily units or assisted care living, or home sharing options. Home-sharing programs match lower income home seekers with homeowners with excess space who are interested in sharing their homes. Sharing a home promotes independent living, provides additional income for the provider, an affordable rent for the seeker, and the potential for deeper relationships for both. Shared housing promotes the efficient use of the housing stock and can help address the housing needs of seniors in the community. The Home Sharing and Tenant Matching program will work in tandem with educating residents and facilitating additional ADU and JADU developments across the City. The pamphlets developed in Program 23 will include detailed the Pinole home sharing program, once developed, and references to other educational and financial resources for homeowners incorporating an ADU and/or JADU on their properties, or seeking housemates to live in their JADU. A Home Sharing and Tenant Matching program can also assist in helping those who work in Pinole, including teachers, find housing options in the City. Specific program

components include:

- *Partnership with support organizations that facilitate house sharing, such as Front Porch's Home Match, to turn an available room into an opportunity to earn income, save money, age-in place, provide affordable housing, and create new social connections.*
- *Work with the Community Services Commission to explore establishing a local shared housing program, which may include a process for matching home seekers and home providers.*
- *Develop detailed how-to guides that promote development ADUs and JADUs and the shared housing program to be displayed at City Hall, the Senior Center and the City's website (in coordination with Program 23).*
- *Active promotion of the shared housing program through senior citizen organizations such as the Pinole Senior Center and educational institutions in the City.*

To address these dual needs, staff proposes contracting with Home Match Contra Costa, an unique regional nonprofit specializing in home-sharing services. Home Match provides comprehensive intake, vetting, facilitation, and ongoing support to ensure stable shared-housing arrangements. The program focuses first on building trust and outreach within the community, particularly among seniors with spare rooms, to enable durable matches that create local affordability.

Home Match Contra Costa maintains well-established, "high-touch" practices, including background checks, income verification, compatibility screening, Living Together Agreements, and mediation or transition support as needed throughout the match. The program also includes limited home-readiness resources to help homeowners prepare rooms for new tenants. See full scope of work in Attachment C.

Pinole's participation will support implementation of adopted Housing Element strategies by creating new affordable housing opportunities using existing housing stock, improving senior well-being, and expanding access to housing for the local workforce.

REVIEW AND ANALYSIS

The City does not currently have the capacity or specialized expertise to operate a home-sharing program internally. Home Match brings standardized tools, multilingual staff, established screening practices, and broad marketing channels that reach older adults, local organizations, and essential workers.

Under the proposed Scope of Work for Pinole, Home Match will:

- Conduct outreach to homeowners and home seekers, including through direct mail, senior-serving organizations, outreach events, and regional advertising.
- Engage directly with applicants, verify identity and income, and perform background checks.
- Facilitate compatibility-based introductions and Living Together Agreements.
- Provide quarterly check-ins, conflict resolution, and transition support for the life of each match.
- Coordinate minor home-readiness funding to support safe and suitable living

arrangements.

Home Match will establish a sustainable pipeline of home-sharing opportunities with a targeted match schedule of 2 in Year 1, 3 in Year 2, and 4 or more matches per year from Year 3 onward, resulting in 10+ successful matches through 2031.

These efforts directly implement a high-priority Housing Element Program and provide benefits that include:

- affordable housing opportunities for seniors and local workers
- supplemental income and companionship for aging homeowners
- reduced displacement pressure
- increased utilization of existing housing stock with minimal environmental impact

The proposed professional services agreement spans five years, covering FY 2025/26 through FY 2030/31. Annual contract authorization (not to exceed \$25,000 per year) will continue to be considered and approved through the annual budget process.

The proposed professional services agreement spans five years, covering FY 2025/26 through FY 2030/31. Annual contract authorization (not to exceed \$25,000 per year) will continue to be considered and approved through the annual budget process.

FISCAL IMPACT

The total annual cost for Home Match services is \$25,000, annually, for five fiscal years through FY30/31. Funding for Year 1 is included in current Affordable Housing and Planning Professional services budgets and will be allocated in future budgets as shown below:

Fund / Account	Description	Allocation	Annual Amount
285-464-42101	Affordable Housing – Professional Services	15%	\$3,750
212-461-42101	Planning – Professional Services	85%	\$21,250
			Total Annually: \$25,000
			Total Over Five Fiscal Years: \$125,000

The City Manager will execute a five-year contract; however, appropriations will be approved annually by the City Council as part of the regular operating budget.

ATTACHMENTS

- A. Resolution
- B. Standard Contract

C. Home Match - Pinole SOW

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOME MATCH – FRONT PORCH TO IMPLEMENT HOUSING ELEMENT PROGRAM 11: HOME SHARING AND TENANT MATCHING

WHEREAS, the City of Pinole’s 6th Cycle Housing Element includes Program 11: Home Sharing and Tenant Matching, to expand affordable housing opportunities for seniors, homeowners, and local workers; and

WHEREAS, Home Match – Front Porch is an established and unique non-profit provider of shared-housing support services, including participant screening, match facilitation, and ongoing tenant-landlord support; and

WHEREAS, implementing Program 11 will help seniors age in place, reduce housing cost burdens, increase social connection, and leverage existing housing stock to provide additional local affordable housing options; and

WHEREAS, Home Match will conduct targeted outreach, vetting, and support activities designed to create at least ten successful matches in Pinole through 2031; and

WHEREAS, the City has determined that contracting with Home Match to provide these services is in the best interest of the community and that City staff do not currently have the capacity to carry out these services independently; and

WHEREAS, the annual contract amount of \$25,000 is available and budgeted in existing departmental funds, subject to annual appropriation by the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole hereby authorizes the City Manager to execute a Professional Services Agreement with Home Match – Front Porch for a term of five fiscal years (FY 2025/26 through FY 2030/31), in an amount not-to-exceed \$25,000 per fiscal year, and to take any additional administrative actions necessary to implement the agreement.).

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 4th day of November 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 4th day of November 2025 .

Heather Spears, CMC
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
HOME MATCH CONTRA COSTA**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Home Match Contra Costa ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (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, 2031, 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 Twenty-Five Thousand Dollars (\$25,000) annually, for a total compensation of One Hundred, Twenty-Five Thousand Dollars (\$125,000) over a five year period, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

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

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses.
- 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 services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

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

- 4.2.1 General requirements.** Consultant, Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
 - b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
 - c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and non-contributing.
 - d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
 - e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

- 4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant’s errors and omissions.
- 4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

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

4.4 All Policies Requirements.

- 4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
 - a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- 4.4.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).
- 4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers,

officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, 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 any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

7.6 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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

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

Initialed by City Attorney’s Office

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

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

10.9 Contract Administration. This Agreement shall be administered by the Community Development Director who shall act as the City's representative. All correspondence shall be directed to or through the Community Development Director or his or her designee.

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

Logan Robertson, Director,
Home Match Contra Costa
2185 N California Blvd, Ste 215,
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

City of Pinole
City Manager
2131 Pear Street
Pinole, CA 94965

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
City of Pinole

Logan Robertson, Director,
Home Match Contra Costa

Consultant's City of Pinole Business
License #:_____

Attest:

Heather Spears, City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES

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.



Home Match Pinole Scope of Work | 2025-2031

Home Match leverages the power of community and existing infrastructure to meet the housing needs of older adult home providers with those seeking housing. By connecting people with a spare room or ADU to those looking for a space to live, we help both parties find the ideal fit. Shared spaces evolve into lively communities and the cost of living is more reasonable for all involved. With a streamlined and simplified process, Home Match supports older adult providers with aging in place through enhanced social and financial wellbeing, combatting loneliness, and creating community and, in so doing, creating more affordable rental options for members of the local workforce.

Staff work with providers who live within Pinole city limits and seekers from across the region to create comfort and build trust in the home sharing process in order to establish stable matches that meet the goals of both parties. Home Match will make one match in year one, two matches in year two, and four or more matches in the City of Pinole for each subsequent contract year, as well as maintaining ongoing support for all matches from previous years. Our focus in years one and two will be establishing awareness and trust in the program so that by year three we are positioned with a large enough ongoing pool of available rooms to meet our ongoing four match a year goal. This is accomplished by:

- Conduct marketing and outreach activities related to fulfilling deliverables, with a focus on recruiting home providers to the program.
- Ensuring rooms are move in ready, including providing funds to homeowners/master tenants to make necessary improvements before renting.
- Listing rooms on-line and sharing with partner agencies, and fielding inquiries.
- Vetting participants through background checks, income verification, and comprehensive compatibility factors.
- Facilitating the introductions of viable matches based on practical and social compatibility.
- Home Providers to determine their interest in participating in a task exchange, whereby they can request up to 10 hours a week of help with grocery shopping, walking a pet, gardening (or similar tasks) in exchange for reducing rent.
- Development of leases that include agreements on shared use of space.
- Providing ongoing match support to help address any issues creating a strain on the shared housing relationship and facilitate transitions when matches come to an end. This can include problem solving, resource navigation, and facilitating healthy communication, including professional mediation services if required.



Home Match Program Summary

Home Match has well developed practices, materials, protocols, and technology that are standardized across the total service area; the program is designed to be accessible and responsive to the needs of diverse individuals. Home Match is a “high touch” program; staff guide applicants through the home sharing process. Home Match completes an intake application for each participant, including a lifestyle questionnaire that seeks to understand a person’s home sharing goals, and verify photo ID and income, and perform background checks. Staff verify participants’ household incomes during their intake appointments. All participants are requested to provide proof of income, which may include: most recent tax return, paystubs representative of the past three months, recent documentation of public benefits (such as a letter from the Social Security Administration), a signed offer letter for upcoming employment along with three months’ proof of previous employment, and/or a profit & loss statement with three months’ bank statement if self-employed. Staff review these documents to verify income history and status, and to project expected gross income over the next 12 months home providers, staff also verify homeownership or permission to rent the room.

Program staff prepare and distribute marketing materials on behalf of prospective home providers. Staff and matched participants meet in the home to negotiate a “Living Together Agreement,” discuss house rules, and explore options for a performed service in exchange for even lower rent (task exchanges represent 18% of matches). Further, limited funds are available as part of the “Home Readiness” program; funds can be used by providers for cleanup, room painting, and minor repairs. Seekers can also use these funds to offset moving costs. Finally, Home Match offers on-going support for the life of the match, and will provide professional conflict remediation services if necessary to preserve or gracefully end the match.

Front Porch conforms to the Fair Housing Act and Title VI of the Civil Rights Act of 1964; all participants in the Home Match program are forbidden from discriminating based on a protected class, including: race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

Home Match Marin uses a multitude of methods to publicize the program, as well as other affordable housing resources, to an array of individuals, including older adults and their family members, caregivers, and other service providers. These channels include social media, radio, local television, county publications, partner newsletters, blog posts, and e-mail blasts. Home Match Marin conducts ongoing in person and digital outreach to reach diverse neighborhoods, churches, schools, social services, businesses, intentionally engaging with local organizations that assist older adults, people with disabilities, people of color, immigrant groups, low-income individuals, veterans, and other protected classes.

All Home Match materials are available in English, Spanish, and Chinese. Home Match employs a bilingual English/Spanish speaking employee, and an employee who speaks Cantonese,



English, Malay, and Mandarin. For other languages, Home Match utilizes “In What Language” translation services.

Work Plan/ Deliverables

- **Annual Match Numbers:**
 - Year 1 – 2 Matches;
 - Year 2 – 3 Matches;
 - Year 3 & Ongoing – 4+ matches.
- **Support for Ongoing Matches:**
 - Quarterly check-ins;
 - Timely problem solving and mediation;
 - Support with transition when matches end.
- **Outreach:**
 - **Year 1:**
 - 2 Rounds of Every Door Direct Mail to every residential address in Pinole;
 - 6+ outreach events (tabling at local events, presentations for local organizations, etc.)
 - Ongoing social media advertising, primarily through Meta Ads platform. \$500 minimum monthly budget for CCC ads.
 - Regional advertising and earned media campaigns through mediums like print media, radio, and television.
 - Relationship building with local elected officials, city staff and key community stakeholders to ensure socialization of shared housing model in the community.
 - **Year 2 & Ongoing:**
 - 6+ outreach events (tabling at local events, presentations for local organizations, etc.)
 - Ongoing social media advertising, primarily through Meta Ads platform. \$500 minimum monthly budget for CCC ads.
 - Regional advertising and earned media campaigns through mediums like print media, radio, and television.
 - Maintain relationships with local elected officials, city staff and key community stakeholders to ensure socialization of shared housing model in the community.



CITY COUNCIL REPORT

9.D.

DATE: NOVEMBER 4, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832,
lwhalen@pinole.gov

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A MEMORANDUM OF AGREEMENT WITH CONTRA COSTA
COUNTY FOR PARTICIPATION IN THE BROWNFIELDS ASSESSMENT
COALITION GRANT (EPA COOPERATIVE AGREEMENT NO. BF-97T41601)

RECOMMENDATION

Staff recommends the City Council Adopt a Resolution authorizing the City Manager to execute a Memorandum of Agreement with the Contra Costa County Department of Conservation and Development – Economic Development Division to formalize the City of Pinole’s participation in the Contra Costa Brownfields Assessment Coalition, enabling the City to request County-administered funding for environmental site assessments and redevelopment planning activities at no cost to the City for brownfield properties in Pinole.

BACKGROUND

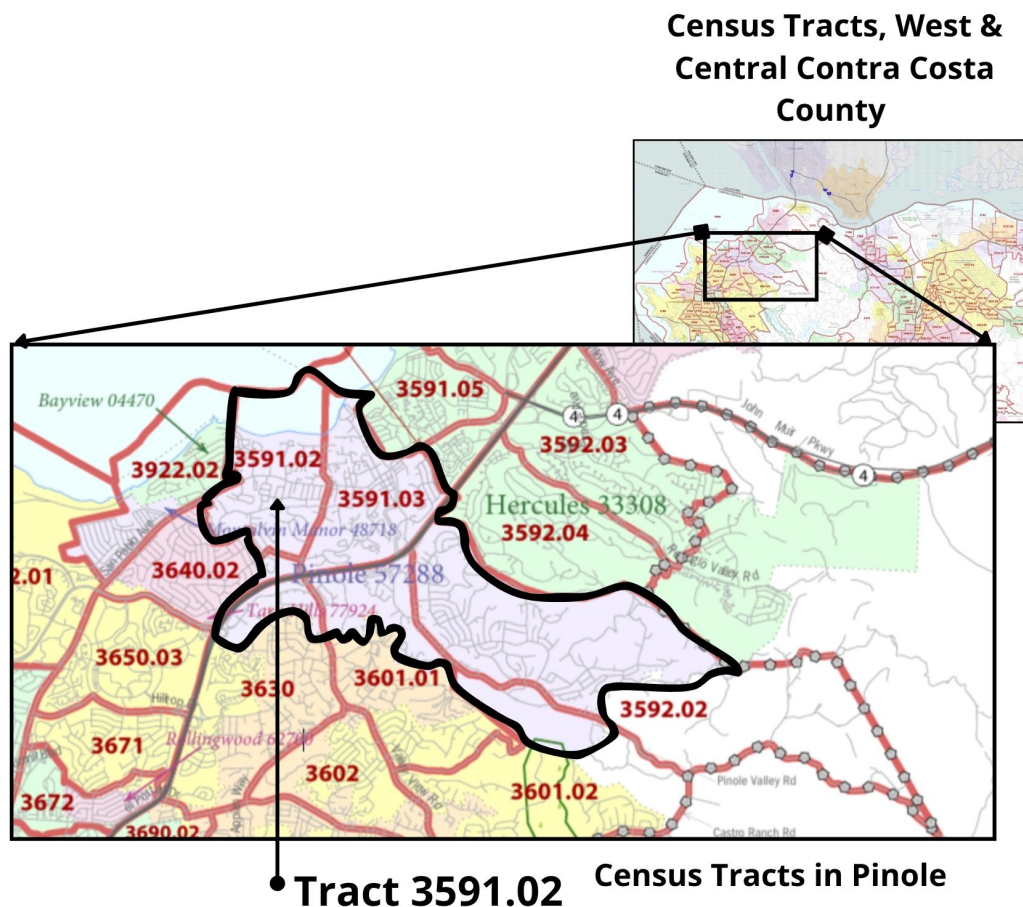
In May 2025, the U.S. Environmental Protection Agency (EPA) awarded Contra Costa County a \$1.2 million Brownfields Assessment Coalition Grant under Cooperative Agreement No. BF-97T41601 (Attachment C- Award Letter). The grant is administered by the Contra Costa County Department of Conservation and Development – Economic Development Division, which serves as the Lead Coalition Member. The Coalition partners include the Cities of Martinez, Antioch, and Pinole, along with the non-profit organization Sustainable Contra Costa (Sustainable CoCo), which provides community engagement and outreach support.

A brownfield is a property whose expansion, redevelopment, or reuse may be complicated by the presence—or potential presence—of a hazardous substance, pollutant, or contaminant. Brownfield assessments help determine whether contamination exists, to what extent cleanup is required, and how properties can be safely returned to productive use. These assessments are often a crucial early step toward unlocking redevelopment of long-underutilized or industrial sites for new commercial, housing, or community-serving purposes.

The Coalition’s focus is on five Target Areas (TAs), strategically selected to maximize the grant’s impact by redeveloping industrial land, fostering job creation, and promoting a just transition for the energy workforce. For Pinole, the City will focus on redevelopment planning within its industrial area—Census Tract 3591.02—targeting the Old Industrial Railways site at 890 San Pablo Avenue as a priority location for environmental assessment and reuse planning. See Figure 1.

The EPA Brownfields Program supports local governments in addressing environmental conditions that can impede redevelopment, helping communities transform previously blighted or contaminated properties into assets that contribute to environmental health, economic growth, and neighborhood vitality.

Figure 1: Pinole's Census Tracts



REVIEW AND ANALYSIS

Under the Cooperative Agreement, the Contra Costa County Department of Conservation and Development – Economic Development Division provides overall project management and fiscal oversight for the Brownfields Assessment Coalition. The County is responsible for compliance with all EPA requirements, contracting with qualified environmental consultants, and coordinating reporting, procurement, and outreach across all Coalition members.

Activities funded through the Cooperative Agreement may include:

- Inventory preparation and mapping of potential brownfield sites;
- Development of site selection criteria and prioritization processes;
- Environmental assessments (Phase I and Phase II Environmental Site Assessments);
- Planning studies, including cleanup and reuse planning; and
- Preparation of community outreach materials and implementation of engagement activities

The County will retain consultant(s) and contractors in accordance with federal procurement requirements (2 CFR 200.317–326) to perform these activities and may issue subgrants under 2 CFR 200.330 to Coalition members for assessment projects within their jurisdictions. Subgrantees are accountable to the County's Department of Conservation and Development – Economic Development Division for the proper expenditure of funds and adherence to all federal regulations. The approved Work Plan is provided as Attachment D.

Although the City of Pinole will not directly receive funds, participation in the Coalition enables the City to request County-administered assessment funding for environmental investigations on eligible sites within its boundaries. These assessments will provide critical environmental due diligence that can remove barriers to private investment and expedite redevelopment of strategic sites.

To formalize participation, the EPA requires all Coalition members to execute a Memorandum of Agreement (MOA) prior to the expenditure of any assessment funds. The MOA establishes the County as the Lead Coalition Member responsible for managing consultants, overseeing fund distribution, and ensuring compliance with EPA requirements.

Each participating City, including Pinole, commits to:

- Identifying and nominating potential brownfield sites for assessment;
- Facilitating site access, including obtaining permissions and permits;
- Participating in outreach led by Sustainable Contra Costa; and
- Collaborating with the County on review and approval of consultant deliverables.

The Community Development Department will serve as the lead Department for this work.

Participation in the Coalition will allow the City of Pinole to:

- Leverage federal funding and technical expertise at no local cost;
- Advance redevelopment planning and environmental due diligence;
- Promote equitable and sustainable land reuse; and
- Strengthen regional partnerships to attract future investment.

Staff recommends that the City Council authorize the City Manager to sign the Memorandum of Agreement on behalf of the City of Pinole, formalizing the City's participation in the Contra Costa Brownfields Assessment Coalition and enabling the City to request future assessment

funding.

FISCAL IMPACT

There is no fiscal impact to the City of Pinole. The EPA grant is fully administered by the Contra Costa County Department of Conservation and Development – Economic Development Division. The City will not receive direct grant funds and is not required to provide any local match or cost share.

All consultant work, procurement, and reporting will be managed by the County. Participation in the Coalition allows the City to benefit from federally funded environmental assessments and planning activities without any expenditure of City funds.

ATTACHMENTS

- A. Resolution
- B. MOA
- C. Award Letter
- D. Work Plan

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH CONTRA COSTA COUNTY FOR PARTICIPATION IN THE EPA BROWNFIELDS ASSESSMENT COALITION GRANT (COOPERATIVE AGREEMENT NO. BF-97T41601)

WHEREAS, the U.S. Environmental Protection Agency (EPA) awarded Contra Costa County a \$1.2 million Brownfields Assessment Coalition Grant (Cooperative Agreement No. BF-97T41601) to assess and plan for the cleanup and reuse of brownfield sites across Contra Costa County; and

WHEREAS, the Contra Costa County Department of Conservation and Development – Economic Development Division serves as the Lead Coalition Member, with the Cities of Martinez, Antioch, and Pinole and Sustainable Contra Costa participating as Coalition partners; and

WHEREAS, the EPA Brownfields Program assists local governments in evaluating properties where redevelopment may be complicated by the presence or potential presence of hazardous substances, pollutants, or contaminants; and

WHEREAS, activities funded through the Cooperative Agreement may include brownfield inventories, site selection criteria development, environmental assessments, cleanup and reuse planning, and community outreach; and

WHEREAS, the City of Pinole's designated Target Area is Census Tract 3591.02, encompassing the City's industrial corridor; and

WHEREAS, participation in the Coalition allows the City to request County-administered funding for environmental site assessments and redevelopment planning activities at no cost to the City; and

WHEREAS, execution of a Memorandum of Agreement (MOA) is required by the EPA to formalize participation and define roles and responsibilities among the Coalition members; and

WHEREAS, no City funds will be expended as part of this partnership.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby authorize the City Manager to execute the Memorandum of Agreement, incorporated herein as Exhibit A, with the Contra Costa County Department of Conservation and Development – Economic Development Division for participation in the EPA Brownfields Assessment Coalition Grant.

BE IT FURTHER RESOLVED, that the City Manager is authorized to take any additional actions necessary to implement the City's participation in the Brownfields Assessment Coalition consistent with the terms of the Cooperative Agreement.; and

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 4th day of November, 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 4th day of November, 2025.

Heather Spears, CMC
City Clerk

BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
Contra Costa County Department of Conservation
and Development-Economic Development, City
of Antioch, City of Martinez, City of Pinole, and
Sustainable Contra Costa

PLEASE NOTE: The following eight items are the MINIMUM elements that must be included in an Assessment Coalition Memorandum of Agreement (MOA). Applicants are responsible for adhering to these elements and signing this MOA prior to the expenditure of any assessment funds. Members may choose to add elements to this MOA. The MOA is required per the Brownfields Assessment Grant Terms and Conditions and must be reviewed by the EPA Project Officer to ensure (1) all required MOA elements are included; (2) all coalition members have signed the MOA; and (3) any additional MOA elements are legal under the Brownfields Law and do not contradict Assessment Grant Terms & Conditions.

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to EPA Cooperative Agreement No: **BF-97T41601**.

1. On ____ EPA awarded the Cooperative Agreement to the Lead Coalition Member Contra Costa County Department of Conservation and Development – Economic Development. The grant period is July 1, 2025, through September 30, 2029. Contra Costa County Department of Conservation and Development – Economic Development is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.
2. It is the responsibility of Contra Costa County Department of Conservation and Development – Economic Development to provide timely information to the other Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.
3. The Coalition Partners are the City of Antioch, City of Martinez, City of Pinole, and Sustainable Contra Costa.

The contact information is as follows:

City of Antioch
Project Manager
Address
Phone Number
Email Address

And

City of Martinez
Project Manager
Address
Phone Number
Email Address

And
City of Pinole
Project Manager
Address
Phone Number
Email Address

And

Sustainable Contra Costa
Project Manager
Address
Phone Number
Email Address

4. Activities funded through the cooperative agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. Contra Costa County Department of Conservation and Development – Economic Development may retain consultant(s) and contractors under 2 CFR 200.317-326 to undertake various activities funded through the cooperative agreement and may award subgrants to other coalition members under 2 CFR 200.330 for assessment projects in their geographic areas. Subgrantees are accountable to Contra Costa County Department of Conservation and Development – Economic Development for proper expenditure of funds.
5. The Lead Coalition Member will procure the consultant(s) in compliance with 2 CFR 200.317-326 requirements. The Lead Coalition Member will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. Contra Costa County Department of Conservation and Development – Economic Development will consult with other coalition members in making selections of consultants and contractors and negotiating the terms of agreements.
6. The Lead Coalition Member, in consultation with the Coalition Partners, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.
Note: Lead Coalition member and each of the Coalition Partners may agree upon a minimum number of sites assessed per member at the start of the cooperative agreement to ensure equitable distribution of funds across all members' jurisdictions.
7. Upon designation of the specific sites, it will be the responsibility of Contra Costa County Department of Conservation and Development – Economic Development to work with the coalition member in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of this member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities Contra Costa County Department of Conservation and Development – Economic Development may assist in securing necessary site access agreements and permits.
8. The Lead Coalition Member is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Contra Costa County Department of Conservation and Development – Economic Development and the coalition member in whose geographic area the site to be assessed is located.

Agreed:

Conservation and Development – Economic Development Lead Coalition Member/Date

City of Antioch/Date

City of Martinez/Date

City of Pinole/Date

Sustainable Contra Costa/Date



OFFICE OF BROWNFIELDS AND LAND REVITALIZATION

WASHINGTON, D.C. 20460

May 16, 2025

The Honorable Candace D. Anderson
Chair
Contra Costa County Board of Supervisors
1025 Escobar Street
Martinez, CA 94553

Dear Chair Anderson:

On behalf of the United States Environmental Protection Agency (EPA), I am pleased to congratulate you and confirm that Contra Costa County was selected as one of the entities EPA will begin negotiations with to award a cooperative agreement for an Assessment Grant. Contra Costa County submitted an outstanding application, and we deeply appreciate the tremendous commitment of time and energy that went into its preparation.

Since its inception in 1995, EPA's Brownfields Program has worked to help states, Tribal Nations, and communities around the country clean up and revitalize brownfield sites. We fully expect that these brownfield projects will provide benefits to the environment and economy of local communities. Lisa Hanusiak, your Regional Brownfields Contact, will work closely with Contra Costa County to negotiate the cooperative agreement prior to the grant award. You may contact Lisa Hanusiak at 415-972-3152 or hanusiak.lisa@epa.gov.

Again, congratulations on being selected! We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "M. Jerry Minor-Gordon-English". To the right of the signature, there is a small, stylized monogram that appears to be "H. J. M.".

Jerry Minor-Gordon-English, Acting Deputy Director
Office of Brownfields and Land Revitalization

cc: Lisa Hanusiak
George Carter

FY25 BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN

Cooperative Agreement #: BF 97T41601

FOR

Contra Costa County Assessment Coalition Grant

6/30/2025

Revision #1

Submitted by

Contra Costa County

Department of Conservation and Development – Economic Development

30 Muir Road

Martinez, CA 94533

George E. Carter III

(925) 655-2782

george.carter@dcd.cccounty.us

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PROJECT OVERVIEW

1.1 Project Description

The Contra Costa Brownfields Assessment Coalition, led by the Contra Costa County Department of Conservation and Development (CCC), is dedicated to revitalizing brownfields throughout the county, paving the way for economic advancement and healthier communities. Situated 30 miles northeast of San Francisco, CCC spans 716.9 square miles and is home to a population of 1,165,927. The region's industrial legacy, particularly along its 55-mile Northern Waterfront, has left behind approximately 1,300 brownfields, posing environmental and economic challenges.

The Coalition, composed of the cities of Antioch, Pinole, and Martinez, as well as Sustainable Contra Costa (Sustainable CoCo), collaborates to leverage the EPA Brownfields Assessment Coalition Grant. The collective effort is crucial, given the limited resources and staffing of the non-lead partners. The Coalition's focus is on five Target Areas (TAs), strategically selected to maximize the grant's impact by redeveloping industrial land, fostering job creation, and promoting a just transition for the energy workforce.

Target Areas:

- 1 **Contra Costa County Target Area (CTs 3580 and 3560.01):** This area includes the unincorporated community of Rodeo, historically a center for petrochemical manufacturing. Recently, a local refinery has transitioned to renewable energy production, marking a shift towards more sustainable practices. The TA is strategically bounded by San Pablo Bay to the west and north, Highway 4 to the south, and the Cummings Skyway to the east, making it a prime location for redevelopment to support economic growth and environmental health.
- 2 **City of Pinole Target Area (CT 3591.02):** Situated in Pinole's industrial sector, this TA is bordered by San Pablo Bay to the north, residential areas to the west and east, and commercial developments to the south. The Old Industrial Railways site within this area offers potential for commercial or lighter industrial redevelopment, aimed at generating local jobs and revitalizing the community.
- 3 **City of Martinez Target Area (CTs 3160 and 3200.01):** This TA encompasses Martinez's downtown and industrial regions, with significant redevelopment potential at sites like 20 Waterfront Road. The area is bordered by Suisun Bay to the north, the Carquinez Regional Shoreline Park to the west, housing to the south, and Pacheco Marsh to the

east. Redevelopment here aims to transform the area into a hub for green industrial jobs and enhance community access to waterfront amenities.

- 4 **City of Antioch Target Area (CT 3060.02):** Located in Antioch, this TA is strategically positioned with Highway 4 to the south, Highway 160 to the east, the San Joaquin River to the north, and downtown Antioch to the west. The 425 Fulton Shipyard Road site within this TA is targeted for redevelopment to support significant numbers of green industrial jobs, reducing commute times and improving local air quality.
 - 5 **Sustainable Contra Costa Target Area (CT 3050):** This TA includes downtown Antioch, with the San Joaquin River to the north, Highway 4 to the south, the City of Pittsburg to the west, and Antioch's industrial area to the east. The 2 West 2nd Street site offers opportunities for local green industrial development and job training, benefiting the community by providing pathways to employment and serving as a community resilience center during extreme weather events.
-

1.2 Project Team Structure and Responsibilities

The Coalition's project team consists of key stakeholders with defined roles:

- **Contra Costa County Department of Conservation and Development (CCC):** As the lead Coalition partner, CCC brings extensive experience in managing federal funds and spearheading economic development initiatives. CCC will leverage its grant administration capacity to manage the Coalition effectively and enhance the capabilities of non-lead members, promoting the reuse of brownfield sites. Upon grant award, CCC will execute a Memorandum of Agreement (MOA) with all Coalition members, clearly defining roles and responsibilities and ensuring that grant funds are allocated to assess a minimum of two priority sites in each member's Target Area (TA). Additionally, CCC will formalize a subaward agreement with Sustainable CoCo, building on existing contractual relationships from other sustainability projects in the county. CCC will facilitate monthly meetings with all Coalition members to ensure meaningful involvement in all project aspects. The Brownfields Advisory Committee (BAC), comprising representatives from each Coalition member, will guide site prioritization and enhance Sustainable CoCo's stakeholder outreach efforts. Governance of the grant will be achieved by consensus, with CCC working collaboratively with non-lead members to set clear objectives for the successful and timely expenditure of funds.

Key CCC grant staff include:

- **George Carter, Project Manager:** As the Economic Development Project Manager for CCC's Department of Conservation and Development, George manages multiple projects related to green economic growth. With 27 years of experience in economic and workforce development, he will oversee all aspects of grant management, including EPA reporting, Qualified Environmental Professional (QEP) supervision, Coalition coordination, outreach, management of Sustainable CoCo's subaward, and ensuring compliance with all reporting and financial requirements.
 - **Salvador Morales, Project Coordinator:** An Economic Development Planner with three years of experience, including managing a previous EPA Brownfields Community-wide Assessment grant, Sal will support Coalition coordination and work closely with Sustainable CoCo on community engagement. He will review work products from QEP and Sustainable CoCo and manage quarterly, annual, and ACRES reporting.
 - **Jaspreet Cheema, Financial Manager:** As an Accountant III, Jaspreet will track and disburse all funds and subawards, oversee accounting, and prepare reimbursement requests to the EPA. She will also handle the payment of subawarded funds to Sustainable CoCo. Jaspreet is a licensed CPA with 14 years of experience in public financial management.
 - **Alyson Greenlee, Project Administrator:** Serving as the Economic Development Manager, Alyson will have ultimate responsibility for the grant's completion, including the timely expenditure of funds and meeting all reporting requirements. With over 15 years of experience in project management and economic development, Alyson will ensure the project's success.
 - **City of Antioch:** Responsible for assessments and community outreach in CT 3060.02, including the 425 Fulton Shipyard Road site.
 - **City of Pinole:** Focuses on redevelopment planning in its industrial area, CT 3591.02, targeting the Old Industrial Railways site.
 - **City of Martinez:** Manages assessment and planning in CTs 3160 and 3200.01, with significant focus on the 20 Waterfront Road site.
 - **Sustainable Contra Costa (Sustainable CoCo):** Engages communities across CCC, with emphasis on CT 3050 in Antioch, supporting local green industrial initiatives.
 - **Environmental Consultants:** Provide technical expertise for site assessments and remediation strategies.
-

1.3 Measuring Environmental Results: Outputs and Outcomes

The Coalition aims to deliver significant outputs and achieve impactful outcomes, aligning with EPA's Pillar 1: Clean Air, Land, and Water for Every American:

Outputs

- **Environmental Assessments:**
 - Completion of Sampling and Analysis Plans.
 - Conducting Phase I and Phase II Environmental Site Assessments.
 - Development of Analysis of Brownfield Cleanup Alternatives (ABCA).
- **Cleanup and Redevelopment Plans:**
 - Creation of comprehensive cleanup plans for identified brownfield sites.
 - Formulation of reuse strategies to facilitate site redevelopment.
- **Brownfields Inventory and Documentation:**
 - Compilation of a detailed inventory of brownfields, including property profile forms and necessary documentation to track progress and inform stakeholders.
- **Community Engagement:**
 - Execution of eight community open houses to gather input and provide updates.
 - Distribution of outreach materials and provision of electronic updates to keep the community informed and engaged.
 - Implementation of translation services to ensure information accessibility to non-English speaking residents.
- **Cooperative Agreement Oversight:**
 - Preparation and submission of quarterly and annual reports to the EPA, detailing project progress and financial expenditures.
 - Participation in EPA-sponsored conferences and training sessions to stay updated on best practices and compliance requirements.
 - Regular coordination meetings with Coalition members to review project status and adapt strategies as needed.

Outcomes

- **Site Redevelopment:**
 - Preparation of key sites for redevelopment, transforming them into productive assets that contribute to local economies and improve surrounding neighborhoods.
- **Economic Growth and Job Creation:**
 - Attraction of new investments and creation of local jobs, particularly in emerging industries, contributing to economic stability and growth.

- **Environmental Health Improvements:**
 - Reduction of environmental hazards through remediation efforts, leading to improved air and soil quality and enhanced public health.
- **Community Resilience:**
 - Strengthened community resilience through improved access to local jobs, reduced commuting distances, and enhanced readiness for environmental challenges.

These outputs and outcomes ensure that the Coalition's efforts contribute to cleaner and safer environments, aligning with EPA's objectives to protect air, land, and water for all residents.

1.4 Budget Summary

The total grant award is **\$1,200,000** and will be expended across the following five project tasks and budget categories. This allocation ensures that each component of the project is adequately funded to achieve the desired outcomes and deliverables.

	Task 1 – CA Oversight	Task 2 – Community Involvement	Task 3 – Site Identification	Task 4 – Site Assessment Activities	Task 5 – Cleanup & Reuse Planning	Total
Personnel	\$39,590	\$17,520	\$27,600	\$12,880	\$22,400	\$119,990
Fringe Benefits	\$15,836	\$7,008	\$11,040	\$5,152	\$8,960	\$47,996
Travel	\$21,540					\$21,540
Equipment						
Supplies		\$2,488				\$2,488
Contractual	\$15,000	\$5,200		\$538,800	\$356,000	\$915,000
Construction						
Other ¹	\$26,280	\$1,041		\$20,000		\$47,321
Other ²	\$6,440	\$30,605	\$3,720		\$4,900	\$45,665
Indirect Costs						
Total EPA Funds	\$124,686	\$63,862	\$42,360	\$576,832	\$392,260	\$1,200,000

¹Includes fees for voluntary oversight by state agencies, printing expenses, conference registration fees for CCC staff, and costs for conference travel and registration for non-lead coalition member staff (categorized as **participant support costs**). See the budget detail for a full cost breakdown.

²**Subaward** to Sustainable Contra Costa County. See the budget detail for a full cost breakdown.

PROJECT TASK DESCRIPTIONS

2.1 Task 1 – Cooperative Agreement Oversight

Project Task Description:

This task involves comprehensive oversight and management of the Brownfields Assessment Coalition Grant by Contra Costa County (CCC) staff, with support from consultants. Key activities include:

- **Overall Project Oversight and Reporting:** CCC will manage all aspects of the project, ensuring it meets its objectives and complies with EPA guidelines. This includes developing and executing a Memorandum of Agreement (MOA) with all Coalition members to document roles and responsibilities, specifying that grant funds will assess a minimum of two priority sites in each member's Target Area (TA).
- **Procurement Process:** CCC will develop a Request for Proposal (RFP) or Request for Qualifications (RFQ) to procure a Qualified Environmental Professional (QEP) or other necessary contractors.
- **Subaward Agreement with Sustainable Contra Costa:** CCC will create and execute a subaward agreement with Sustainable Contra Costa, ensuring alignment with project goals and leveraging their expertise in community outreach initiatives.
- **Legal and Regulatory Oversight:** Engage State oversight agency (e.g. California DTSC) to ensure compliance with all regulatory requirements related to site assessments and determine the appropriate regulatory oversight process for the project.
- **Training and Conferences:** CCC staff and non-lead coalition member staff will attend meetings and training conferences related to brownfields, ensuring they remain informed about best practices and regulatory updates.
- **Regular Reporting:** The grantee will comply with all reporting requirements outlined in the grant Terms and Conditions. This includes submitting quarterly progress reports in the US EPA Assessment, Cleanup & Redevelopment Exchange System (ACRES) database, which will cover project progress by task, budget summaries, property-specific information, and subaward monitoring.
- **Final Reporting:** Prepare and submit a comprehensive final summary report detailing the project's achievements, lessons learned, future tasks, and resources leveraged. This report will include a final summary/spreadsheet of site assessments conducted, ensuring all entries are up to date in ACRES.
- **Project Closeout:** Ensure compliance with administrative reporting and closeout requirements, including submitting payment requests and final financial reports through the EPA Grant portal.

Project Outputs/Deliverables

- **Programmatic Deliverables** due to the Project Officer include:
 - RFP/RFQ or other contractor selection documents.
 - Quarterly progress reports submitted in ACRES.
 - Quarterly ACRES updates.
 - Final Summary Report detailing project goals, successes, lessons learned, and resources leveraged.
 - Presentation Slides summarizing project successes and lessons learned, to be coordinated by EPA for a webinar presentation.
- **Administrative Deliverables** due to the Grant Specialist include:
 - Interim Federal Financial Reports (FFR, SF-425), due annually by December 31st.
 - Final FFR, capturing any unliquidated obligations and total budget expenditures.

This task ensures that the CCC effectively manages the grant, maintains compliance with EPA standards, and supports the Coalition's goal of transforming brownfields into productive community assets.

2.2 Task 2 – Community Involvement

Project Task Description

Community involvement is a critical element of the Brownfields Assessment Coalition's strategy to ensure that all stakeholders are engaged in the revitalization process. This task focuses on fostering meaningful community participation, enhancing transparency, and facilitating effective communication among Coalition members, project partners, and the public.

- **Monthly Coalition Meetings:** The Coalition members will convene monthly to prioritize sites, evaluate available funding, and address community outreach needs. These meetings will ensure that all Coalition activities are aligned with community expectations and project goals.
- **Coordination with Local Groups:** CCC and Sustainable CoCo will collaborate with the cities of Pinole, Martinez, and Antioch to engage community and civic groups in the Target Areas (TAs). These efforts will focus on site prioritization, cleanup planning, and reuse decision-making, ensuring that local insights and concerns are integrated into the process.
- **Formation of the Brownfields Advisory Committee (BAC):** The Coalition will establish a BAC comprising representatives from the Coalition, project partners,

and community organizations. The BAC will meet quarterly to assist in developing a written Public Involvement Plan (PIP), refine criteria for the brownfield inventory, provide input on site prioritization, and offer feedback on next steps at priority sites. The BAC will also aid in outreach to property owners and communities directly affected by brownfields.

- **Community Involvement Plan (CIP):** In collaboration with the BAC, CCC and Sustainable CoCo will develop a comprehensive CIP to guide community engagement efforts. This plan will outline strategies for effective communication and participation throughout the project lifecycle.
- **Community Outreach and Education:** The Coalition will conduct meetings with up to 20 owners of identified potential brownfield sites to educate them about the grant and gather data for site prioritization. Additionally, the Coalition will organize up to 15 quarterly BAC meetings and eight virtual/in-person community open houses. These events will be advertised through newspapers, community gathering places, Coalition and partner newsletters, websites, and social media. Supplies and light refreshments will be provided at community outreach meetings to create a welcoming environment and encourage participation.
- **Feedback Collection and Integration:** CCC will collect attendance and record public comments at each BAC meeting and community open house. Feedback will be compiled, reviewed, and incorporated into decision-making processes, with responses provided to participants to ensure transparency and accountability.
- **Ongoing Communication:** CCC, with support from Sustainable CoCo, will communicate project progress to Coalition members and partners. Public updates will be shared at least quarterly via the brownfields website and social media. Sustainable CoCo will translate and interpret key materials and meetings into Spanish to ensure accessibility.
- **Community Engagement Activities:** CCC will work with Coalition members and project partners to organize meetings with neighbors near priority sites and conduct quarterly presentations to community organizations. These efforts will foster local involvement and support for the project's objectives.

Project Outputs/Deliverables:

The deliverables for this task are designed to enhance community involvement and ensure effective communication:

- **Community Involvement Plan:** A comprehensive plan outlining strategies for engaging stakeholders and facilitating public participation.

- **Fact Sheets, Presentations, and Outreach Materials:** Informational materials to educate and inform the community about project activities and progress.
- **Community Meetings and Notes:** Documentation of community meetings and outreach activities, including attendance records and public comments.
- **Website for Outreach:** An online platform to provide project updates, resources, and opportunities for public engagement.

This task ensures that community voices are heard and integrated into the brownfield redevelopment process, promoting transparency, collaboration, and shared success.

2.3 Task 3 – Site Identification

Project Task Description

The Site Identification task is a critical component of the Coalition's strategy to effectively target and prioritize brownfield sites for assessment and redevelopment. This task involves developing a comprehensive site inventory and engaging with various stakeholders to identify potential sites for inclusion in the project.

- **Development of a Site Inventory:** The Coalition will create a detailed inventory of potential brownfield sites across the Target Areas (TAs). This inventory will be updated regularly to reflect new information and insights from stakeholders.
- **Outreach for Site Recommendations:** The Coalition will actively engage project partners, developers, brokers, and other stakeholders to gather recommendations for potential sites. This outreach will ensure that the inventory reflects a wide range of perspectives and interests.
- **Community Input through Nomination Form:** A publicly available nomination form will be used to solicit input from the community. This form will allow residents and local organizations to nominate sites they believe should be prioritized for assessment and redevelopment.
- **Monthly Review and Update:** The Coalition will conduct monthly reviews of the nominations and update the site inventory accordingly. This ongoing process will ensure that the inventory remains current and relevant, allowing the Coalition to adapt to changing conditions and priorities.
- **GIS Mapping and Criteria Layers:** The site inventory will include a GIS map with layers highlighting various criteria. These criteria will help in evaluating the potential of each site for redevelopment. Layers will include:
 - Appropriateness for green industry development.

- Transit accessibility.
- Known contamination levels.
- Community support for site reuse.
- Current tax revenue generation.
- Land value.
- Property owner access permissions.
- Alignment with local plans and priorities.
- Public or private investment opportunities for leveraging cleanup or reuse.
- **Meetings with Property Owners:** The Coalition will organize meetings with up to 20 owners of identified potential brownfield sites. These meetings aim to educate property owners about the grant and gather critical data needed for prioritization efforts.
- **Assessment of Priority Sites:** The Coalition will ensure that a minimum of two sites per Target Area are assessed, focusing on those with the greatest potential for successful redevelopment.

Project Outputs/Deliverables

The deliverables for this task will facilitate effective site identification and prioritization:

- **Comprehensive Site Inventory:** An up-to-date inventory of potential brownfield sites, including detailed GIS mapping.
- **Nomination Forms and Community Input:** Collection and analysis of community input through nomination forms.
- **Monthly Inventory Updates:** Regularly updated site inventory reflecting new information and stakeholder input.
- **Property Owner Meeting Documentation:** Records of meetings with property owners, including data gathered for site prioritization.

This task ensures that the Coalition has a robust and dynamic process for identifying and prioritizing sites, setting the stage for successful brownfield assessment and redevelopment.

2.4 Task 4 – Site Assessment Activities

Project Task Description

Site Assessment Activities are a critical component of the Coalition's efforts to identify and evaluate environmental hazards at brownfield sites within the Target Areas. This task involves both preliminary and detailed investigations that inform cleanup and

redevelopment strategies, while ensuring compliance with relevant environmental and historical preservation laws.

- **Preliminary Assessment (Phase I):** The Coalition is committed to completing 14 ASTM E1527-21 Phase I Environmental Site Assessments (ESAs). These assessments will comply with EPA's All Appropriate Inquiries (AAI) Final Rule and involve comprehensive record searches to determine site ownership, historical usage, and potential contamination sources. The process includes site visits, stakeholder interviews, and limited sampling, where applicable. Conducted by a Qualified Environmental Professional (QEP), these assessments will determine if further investigation is needed. Specific sites will be identified as the project progresses.
- **Site Investigations (Phase II):** The Coalition plans to conduct 9 ASTM E1903-19 Phase II Environmental Site Assessments. These assessments involve detailed sampling to confirm the presence and extent of environmental hazards identified during Phase I investigations. The Phase II ESA may also include recommendations for cleanup alternatives. Sites for these assessments will be selected based on Phase I findings.
- **Other Site Investigations:** Additional investigations may include supplemental assessment work, such as hazardous building materials surveys, to further characterize sites and inform redevelopment strategies.
- **Quality Assurance and Compliance:**
 - **Quality Assurance Project Plan (QAPP):** A comprehensive QAPP will be developed to ensure the accuracy and reliability of data collected during site assessments. This plan will be submitted to the EPA for review and approval prior to fieldwork.
 - **Sampling and Analysis Plans (SAP):** Site-specific SAPs will be prepared for each site requiring sampling to outline methodologies and procedures.
 - **Health and Safety Plan (HSP):** An HSP will be developed to ensure the safety of personnel during field activities.
- **Regulatory Compliance:**
 - **NHPA Section 106 and ESA Documentation:** The Coalition will ensure compliance with the National Historic Preservation Act Section 106 and the Endangered Species Act by including an Unanticipated Discovery Plan in the QAPP and SAP. This plan will address procedures for unexpected findings related to historical or endangered species during site assessments.
- **Regulatory Approval:** Approval from either the EPA or the State may be required before commencing Phase I and Phase II environmental assessments. Investigation work

may also require oversight from state oversight agencies, such as the California Department of Toxic Substances Control (DTSC), to ensure compliance with state-specific regulations and guidelines.

Project Output/Deliverables

The deliverables for this task ensure comprehensive documentation and regulatory compliance:

- **Preliminary Assessment (Phase I):**
 - Phase I AAI Reports
 - Grantee AAI Reporting Checklist
- **Site Investigation (Phase II):**
 - Phase II Reports detailing findings and recommendations
- **Other Investigation Reports:**
 - Documentation of supplemental assessments or surveys conducted
- **Quality Assurance Plans:**
 - Draft QAPP and SAP submitted for EPA review
 - Final approved QAPP and SAP
- **Regulatory Compliance Documentation:**
 - NHPA Section 106 and ESA compliance documentation

This task ensures that the Coalition conducts thorough and compliant site assessments, providing the necessary data to inform effective cleanup and redevelopment efforts while adhering to environmental and historical preservation standards as needed.

2.5 Task 5 – Cleanup and Reuse Planning

Project Task Description:

The Cleanup and Reuse Planning task focuses on developing strategies to remediate brownfield sites and prepare them for redevelopment. This task involves evaluating environmental risks, considering green remediation options, and planning for the future use of the sites.

- **Analysis of Brownfield Cleanup Alternatives (ABCAs):** The Qualified Environmental Professional (QEP) will prepare five ABCAs, which will adhere to EPA guidance. These analyses will evaluate various cleanup alternatives, including green remediation options, and assess costs to determine the most effective remediation

and reuse strategies. The goal is to reduce environmental risks while positioning the sites for the preferred remediation strategies identified in the ABCAs.

- **Development of Cleanup Plans:** The QEP will develop detailed cleanup plans based on the findings of the ABCAs. These plans will outline the steps necessary to remediate the sites and ensure compliance with regulatory requirements. The QEP will coordinate the review of these plans and risk-based cleanup options with the California Department of Toxic Substances Control (DTSC) to ensure alignment with state guidelines.
- **Public Involvement:** The Coalition will solicit public comments on the cleanup plans during community open houses. Feedback will be collected, reviewed, and incorporated into the decision-making process to ensure transparency and community involvement.
- **Reuse Visioning and Planning:** The QEP will conduct reuse visioning exercises and prepare reuse plans for five sites. These plans may include market assessments, physical site plans, and implementation strategies for funding and management. This process will help define the future use of the sites and align redevelopment efforts with community and economic goals.

Project Outputs/Deliverables:

The deliverables for this task will provide comprehensive documentation and planning for site cleanup and reuse:

- **Analysis of Brownfield Cleanup Alternatives (ABCAs):** Detailed reports evaluating cleanup options and strategies.
- **Cleanup Plans:** Comprehensive plans outlining remediation steps and compliance requirements.
- **Reuse Planning/Redevelopment Reports and Studies:** Documentation of reuse visioning, market assessments, physical site plans, and implementation strategies.

This task ensures that brownfield sites are remediated and positioned for successful redevelopment, aligning with community and economic development objectives while minimizing environmental risks.

SCHEDULE OF MILESTONES AND DELIVERABLES

3.1 Fiscal Year 2025 Q4 (July 2025 - September 2025)

Quarter	Due Date	Deliverables and Milestones Due
Q4 FY2025		Attend National Brownfields Conference
Q4 FY2025	10/31/2025	Draft RFPs for QEP and contractor selection; Submit quarterly progress report

3.2 Fiscal Year 2026 (October 2025 - September 2026)

Quarter	Due Date	Deliverables and Milestones Due
Q1 FY2026	01/31/2026	Finalize site inventory; Begin Phase I ESAs; Submit quarterly progress report
Q2 FY2026	04/30/2026	Conduct initial community meetings and outreach; Submit quarterly progress report
Q3 FY2026	07/31/2026	Complete half of Phase I ESAs; Submit quarterly progress report
Q4 FY2026	10/31/2026	Finalize remaining Phase I ESAs; Conduct additional community meetings; Submit quarterly progress report
Q4 FY2026	12/30/2026	Submit FFR

3.3 Fiscal Year 2027 (October 2026 - September 2027)

Quarter	Due Date	Deliverables and Milestones Due
Q1 FY2027	01/31/2027	Initiate Phase II ESAs; Develop QAPP and SAP drafts; Submit quarterly progress report
Q2 FY2027	04/30/2027	Continue Phase II ESAs; Begin drafting ABCAs; Submit quarterly progress report
Q3 FY2027	07/31/2027	Complete Phase II ESAs; Finalize ABCAs; Submit quarterly progress report

Quarter	Due Date	Deliverables and Milestones Due
Q4 FY2027	10/31/2027	Develop cleanup plans; Begin public comment process; Submit quarterly progress report
Q4 FY2027	12/30/2027	Submit FFR

3.4 Fiscal Year 2028 (October 2027 - September 2028)

Quarter	Due Date	Deliverables and Milestones Due
Q1 FY2028	01/31/2028	Finalize cleanup plans with public feedback; Submit quarterly progress report
Q2 FY2028	04/30/2028	Develop reuse plans; Submit quarterly progress report
Q3 FY2028	07/31/2028	Complete reuse plans; Finalize QAPP and SAP; Submit quarterly progress report
Q4 FY2028	10/31/2028	Conduct final community meetings; Submit quarterly progress report
Q4 FY2028	12/30/2028	Submit FFR

3.5 Fiscal Year 2029 (October 2028 - September 2029)

Quarter	Due Date	Deliverables and Milestones Due
Q1 FY2029	01/31/2029	Prepare final summary report and presentation slides; Submit quarterly progress report
Q2 FY2029	04/30/2029	Submit final FFR; Complete ACRES data entry; Participate in EPA webinar; Submit quarterly progress report
Q3 FY2029	07/31/2029	Complete project closeout activities; Submit quarterly progress report

Quarter	Due Date	Deliverables and Milestones Due
Q4 FY2029	10/31/2029	Return unliquidated funds to EPA; Finalize administrative closeout; Submit quarterly progress report
Q4 FY2029	12/30/2029	Submit FFR



CITY COUNCIL REPORT

12.A.

DATE: NOVEMBER 4, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Andrea Dwyer, Community Services Director, 5107249820,
adwyer@pinole.gov
SUBJECT: COMMUNITY SERVICES COMMISSION BYLAWS UPDATE

RECOMMENDATION

Review and approve the updated Community Services Commission Bylaws.

BACKGROUND

The Community Services Commission serves as an advisory body to the City Council on matters related to recreation programs, community events, and services that enhance the quality of life for Pinole residents. The Commission's bylaws establish the structure, duties, and operating procedures for the body.

As part of the City's ongoing commitment to maintaining clear and consistent governance documents, staff conducted a comprehensive review of the bylaws and prepared recommended updates. The proposed revisions were reviewed by the Community Services Commission at its meeting on Wednesday, October 22, 2025, and the Commission voted to recommend City Council approval.

REVIEW AND ANALYSIS

As part of the review process, staff conducted a thorough comparison of the existing Community Services Commission Bylaws with those of other City commissions and local agencies. The analysis focused on ensuring consistency with the City's current administrative procedures, compliance with the Ralph M. Brown Act, and alignment with best practices for public advisory bodies.

Key updates include:

- **Clarified Roles and Responsibilities:** The revised bylaws more clearly define the Commission's purpose as an advisory body to the City Council, outlining the relationship between the Commission, Council, and City staff.
- **Membership and Attendance:** The updated bylaws include clearer guidance on Commissioner appointments and attendance expectations to support consistent participation and engagement.
- **Formatting and Language:** Outdated terminology has been modernized, and the

document has been reformatted for clarity and ease of reference.

Overall, the revised bylaws strengthen the operational framework of the Community Services Commission and improve alignment with City Council direction, City Clerk procedures, and state law. These updates will help ensure transparency, accountability, and effective community representation in the Commission's advisory role.

The next procedural step for this item is the presentation of an ordinance revising all applicable provisions of Pinole Municipal Code Chapter 2.36 "Community Services Commission," to formally revise the City's code in order to align with the recent Bylaw update. Staff anticipates this presentation will occur at the second City Council meeting in November. The revised ByLaws and Municipal Code updates will become effective 30 days following adoption of the ordinance.

FISCAL IMPACT

There is no financial impact associated with approval of the updated Community Services Commission Bylaws.

ATTACHMENTS

- A. Community Services Commission Bylaws

**CITY OF PINOLE
COMMUNITY SERVICES COMMISSION
BY-LAWS AND RULES OF PROCEDURE**

ARTICLE I: NAME

- A. The name of this group shall be the Pinole Community Services Commission (hereinafter referred to as "Commission").

ARTICLE II: HISTORY

- A. The Commission was established by Ordinance No. 2008-01 and adopted by City Council on April 15, 2008.

ARTICLE III: GENERAL RESPONSIBILITIES OF THE COMMISSION

- A. The purpose of the Commission is to provide ongoing input to the City of Pinole on the provision and delivery of recreation, parks and community services. The Commission shall advise and make recommendations to the City Council and City Staff on matters related to the planning, operation, and maintenance of parks, recreation, and community services. Its role is to support the development of effective, efficient, and inclusive programs and facilities that meet the needs of Pinole residents and enhance the community's well-being.

ARTICLE IV: CHARGE

- A. The Commission's main objectives are to:
1. Be a principal advisor to the City Council, Community Services Director, City Manager and other boards, commissions, and city departments in all matters pertaining to public recreation, swimming, community events, parks, arts and cultural activities, historical activities, senior and youth activities and community services;
 2. Provide recommendations for the improvement, and/or modification of recreation of community services amenities and facilities;
 3. Provide recommendations of recreation and community evaluation and service needs;
 4. Provide assistance and support in the planning and execution of City sponsored community events;
 5. Review the annual operating budget and capital improvement plan for the Community Services Department;
 6. Support and nurture relationships with schools, community and civic organizations;
 7. Advocate for recreation and community services and liaison for improving the

quality of life and recreational opportunities for the community of Pinole;

8. Collaborate with individuals, civic clubs, nonprofit organizations and citizen groups to provide funds, property and/or volunteerism for the development and operation of parks and recreation facilities.
9. To serve as a forum in introducing innovative and new ideas, concepts, programs, policies and procedures.

ARTICLE V: MEMBERSHIPS

- A. The Commission shall consist of five (5) community representatives Members shall:
 1. Be a resident of the City of Pinole.
 2. Shall be eighteen years of age.
 3. Have an interest in and commitment to the importance and value of community services as well as parks and recreation, including prior experience in community projects or activities.
 4. Applicants should have the ability to take an active role in Commission meetings and projects.
- B. Interested persons must submit an application and proceed through the appointment process. An application-filing period will be announced publicly to solicit applications when vacancies exist on the Commission. The appointment process shall include recommendation for appointment by the Mayor, and final approval by the City Council.
- C. Members will serve a two-year term on the Commission or until a successor is appointed and able to serve the remainder of the vacancy term. Incumbents wishing to reapply will be re-interviewed by the City Council and re-appointed by the City Council. Terms will commence in July of each year, or when the vacancy is filled.
- D. At its first meeting, the Community Services Commission will by lot determine the initial terms of its members, with four members having two-year terms, and three members having three-year terms.
- E. Members wishing to resign from the Commission must provide a written resignation addressed to the City Clerk along with the filing of the Leaving Office Form 700 within 30 days. Once the City Clerk receives the resignation and supporting documents, the City Clerk then follows the application process for filling the vacancy.
- F. Members are volunteers and shall serve without compensation or reimbursement for any personal expenses.

ARTICLE VI: RULES OF PROCEDURE

- A. Meetings shall follow the Brown Act Laws for Open Public Meetings, Government Code Section 54950.5, and public input during a public forum shall be established and supported. Standard rules of parliamentary procedure will govern meetings. Robert's Rules of Order

will apply in all instances. All written official correspondence and verbal communication on behalf of the Commission or any Commission member that is directed to any outside agency, organization or person shall have the consent of the Commission.

- B. The Commission shall meet on a regular basis the fourth Wednesday of every month at 5:00pm. The Commission may hold public working sessions to solicit the input of the community and/or interested citizens or parties. Such working sessions shall be noticed and open according to the California Brown Act's requirements. Additional meetings may be scheduled as deemed necessary by the Chair of the Commission or by Department staff.
- C. A quorum of the Commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the Commission to hold a meeting and is required for all actions.
- D. Members shall notify the Chair or staff in the event of an anticipated absence from a regularly scheduled meeting at the earliest possible opportunity and, in any event, prior to 5 p.m. on the date of the meeting. Any Commission member that has three (3) unexcused absences within a one- (1) year period shall be removed from office. It shall be the responsibility of the Commission Chairman to report such person(s) to the Mayor and City Council, who shall appoint a replacement. Staff will maintain attendance records.
- E. The Mayor may, by and with the consent of a majority of the City Council, remove any Commissioner of the Commission for misconduct or neglect of duty.
- F. The Commission's staff liaison shall be the Community Services Director or his or her designee. Staff shall record all activities of the Commission and keep written summary minutes of all Commission meetings; record attendance; arrange for filling vacancies; prepare agenda in consultation with Chair; provide information necessary for Commission work; assure compliance with applicable laws and lend professional expertise.
- G. The Commission shall elect a Chair and a Vice Chair from among its members. These officers shall be elected at the organizational meeting in July to serve for one- year term. Should any office of the Commission become vacant, the Commission shall elect a successor at its next regular meeting to serve for the balance of the unexpired term.
 - 1. Chair: Shall preside at all meetings of the Commission; decide on all points of order; appoint sub-committee membership; follow up on the work of sub-committees; represent Commission to City Council; call special meetings; coordinate agenda preparation with Department staff; and encourage active participation of members.
 - 2. Vice-Chair: Shall preside at all meetings in the absence of the Chair.
 - 3. Should the Chairperson and Vice Chairperson be absent or unable to act, the members present shall select a Chair Pro-tem and have an order so stating entered into the record.
- H. The Commission shall follow all applicable City policies and procedures.
- I. Commission members must complete initial AB 1234 ethics training within one year of membership and every two years thereafter.

- J. Commission members must complete a Form 700 when assuming their role and annually by April 1st of each year.

ARTICLE VII: POWERS OF COMMISSION

- A. The Commission may work with the Community Services Director to establish sub-committees as deemed necessary. Appointment of sub-committee members will be made by the Chair. Sub-committees will be appointed either for single task force assignments or as an ongoing standing sub-committee.
- B. Commission will make recommendations to the City Council, as approved by a majority of the Commission. The Community Services Director will then present the commission's report.
- C. The Commission bears no oversight authority over any City Department, personnel, consultant or commission. The Commission has no authority to bind the City to any contractual agreements and may not, without authority, make any decisions on behalf of the City. The commission's recommendations shall be advisory to the City Council. Nothing in these bylaws shall be interpreted as limiting the authority of the City Council, City Staff, or any other agency in the supervision or management of property, programs, or personnel under their jurisdiction. Commissioners are expected to carry out their responsibilities with professionalism, integrity, and respect in service to the City of Pinole, its staff, and residents.
- D. Commission shall establish annual goals and action plan consistent with City Council policies and direction.
- E. Conflict of Interest: Members of the Commission shall not participate, in any manner, or vote, except to abstain, upon any matter in which they knowingly may have a conflict of interest. When Commissioners determine they have a conflict of interest, a public declaration to the effect shall be made or they may choose to absent themselves from that particular hearing. No member shall act for any petitioner or applicant in any case before the Commission.

ARTICLE VIII: AMENDMENTS

- A. Any proposed amendment to these bylaws must be approved by a majority vote of the Commission and ratified by the City Council.



CITY COUNCIL REPORT

12.B.

DATE: NOVEMBER 4, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: APPROVAL OF GUIDELINES FOR THE PRIVATE SEWER LATERAL PROGRAM OF FISCAL YEAR 2025/26 – PROJECT # SS2407, AND APPROVAL OF UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN TO CONTINUE THE PROGRAM DURING FISCAL YEAR 2026/27 THROUGH FISCAL YEAR 2029/30

RECOMMENDATION

Staff recommend that the City Council adopt the attached Resolution to approve Guidelines for the Private Sewer Lateral Program of Fiscal Year 2025/26 (Project # SS2407), and to Update the Council-Approved Five-Year Capital Improvement Plan to Continue the Program during Fiscal Year 2026/27 through Fiscal Year 2029/30.

BACKGROUND

On June 17, 2025, the City Council approved the City's five-year Capital Improvement Plan (CIP) of Fiscal Year (FY) 2025/26 through FY 2029/30, which contains Project # SS2407, Private Sewer Lateral Program (Program). Funding of the Program was approved only for FY 2025/26 in the amount of \$150,000 using Sewer Enterprise Fund (Fund # 500). The Program aims to assist property owners in improving their private sewer laterals under a reimbursement agreement with the City. Program Guidelines were to be developed and brought back for the City Council consideration and approval at a later date.

REVIEW AND ANALYSIS

To propose Guidelines for deployment of the City Council approved Private Sewer Lateral Program, the Public Works (PW) Department conducted comprehensive research of similar programs practiced by other agencies including Central Contra Costa Sanitary District, as well as the Cities of Berkeley, Richmond, Vallejo, Petaluma, Laguna Beach, San Mateo, Brentwood, Pacifica and Sausalito.

Elements considered in developing the recommended Program Guidelines include:

- A Program based on grant funding versus financing/loan with a set interest rate.
- In the case of a loan, set duration for repayment, mechanism of repayment including a tax lien, and City staff resources needed to seek and process repayments.
- Possibility and need for assessing reimbursement limits based on income levels.
- Maximum allowed grant/loan limits.
- Types of qualifying land uses such as single-family homes, multi-family dwelling units,

and non-residential.

- Property owner versus resident, and possible condition of owner-occupied.
- Age of property, and type of sewer lateral pipe.
- Types of improvement such as cleanout, repair, or replacement.
- Approval process and requirements, including permitting process.
- Overall duration (number of years) of Program deployment to address the level of deficiency within the city.

It should be noted that based on the PW staff's review of records, there are currently 796 residential properties sold between January 1, 2013, and December 31, 2024, that are considered non-compliant either for not submitting a sewer lateral video inspection or for not addressing identified deficiencies. The present cost of conducting video inspection by private contractors is in the range of \$300 to \$600. The current City's sewer lateral permit fee is \$121.

Based on the findings of staff's research, available funding and staff resources, and customization needed to suit the Pinole community, staff recommend the following Program Guidelines for the City Council review and consideration of approval:

1. The Program applies to single family homes and sites with a total of up to four residential dwelling units (i.e. no higher density residential or non-residential uses).
2. A property owner is required to submit to the City's Public Works Department a sewer lateral video inspection to help assess condition of the lateral and identify potential deficiency and any need for repair or replacement. Cost of the video inspection does not qualify for reimbursement by the City.
3. With a City determination of deficiency, a property owner is responsible for submitting an application form accompanied by the deficiency notice and three (3) quotes for repair or replacement details (cleaning does not qualify). The quotes cannot be older than 60 days produced by licensed professionals.
4. City staff to review each submitted application package and respond with approval or denial within 10 business days of receiving the submittal.
5. Sewer lateral repair or replacement must be completed within 180 days of the City's response date to qualify for rebate.
6. The property owner is responsible for arranging work with the selected contractor. While the owner is free to select any contractor of the three, the City's maximum refund is up to 50% of the lowest submitted quote.
7. The maximum refund allowed is \$4,500 for full replacement of a sewer lateral longer than 100 feet and/or deeper than 10 feet. The maximum refund allowed is \$3,000 for all other replacements, and the maximum refund allowed is \$1,000 for all repairs.
8. Rebates are to be processed on a first-come, first-served basis until budgeted Program funds for the current fiscal year are exhausted. Remaining rebate requests take priority the following fiscal year for as long as the Program is in effect.
9. Upon completion of the approved work and following City inspection in accordance with applicable standards, a certificate of completion and acceptance is issued.
10. The property owner to submit a request for reimbursement accompanied by the permit number, itemized contractor's invoice with stated property address, and proof of full payment.
11. The City reimburses the approved refund amount via a check mailed within 30 days of receiving the reimbursement request. Refund is issued to the property owner, and not

to a contractor or any other representative.

12. A property owner is only allowed to participate in the Program once and is required to pay back the City's rebate if he/she sells the property within one year of approval/acceptance of the performed sewer lateral work.

FISCAL IMPACT

The City Council approved the five-year Capital Improvement Plan (CIP) of FY 2025/26 through FY 2029/30, which includes Project # SS2407, Private Sewer Lateral Program (Program). Funding of the Program was only approved for FY 2025/26 in the amount of \$150,000 using the Sewer Enterprise Funding account (Fund # 500).

In addition to the City Council consideration and approval of the Program Guidelines, staff recommend approval of updating the five-year CIP to allow continuation of the Program during the four-year period of FY 2026/27 through FY 2029/30 at an annual budget amount of \$150,000 funded by the Sewer Enterprise Fund.

ATTACHMENTS

- A. Resolution

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING GUIDELINES FOR THE PRIVATE SEWER LATERAL PROGRAM OF FISCAL YEAR 2025/26 – PROJECT # SS2407, AND UPDATING THE COUNCIL APPROVED CAPITAL IMPROVEMENT PLAN TO CONTINUE THE PROGRAM DURING FISCAL YEAR 2026/27 THROUGH FISCAL YEAR 2029/30

WHEREAS, on June 17, 2025, the Pinole City Council approved the City's five-year Capital Improvement Plan (CIP) for Fiscal Year (FY) 2025/26 through FY 2029/30, which contains Project # SS2407, Private Sewer Lateral Program (Program).; and

WHEREAS, funding of the Program was approved only for FY 2025/26 in the amount of \$150,000 using Sewer Enterprise Fund (Fund # 500); and

WHEREAS, the Program aims to assist property owners in improving their private sewer laterals under a reimbursement agreement with the City. Program Guidelines were to be developed and brought back for the City Council consideration and approval; and

WHEREAS, available records illustrate a significant number of non-compliant residential properties that cannot be assisted within one year, thereby generating the need for continuation of the Program for the remaining four years of the Council approved CIP; and

WHEREAS, the following Program Guidelines were developed based on a review of local needs, available staff and funding resources, and comprehensive research of similar programs deployed by agencies within Contra Costa County and in other counties.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

A- The City Council reviewed and approved the Private Sewer Lateral Program with the following deployment Guidelines:

1. The Program applies to single family homes and sites with a total of up-to four residential dwelling units (i.e. no higher density residential or non-residential uses).
2. A property owner is required to submit to the City's Public Works Department a sewer lateral video inspection to help determine condition of the lateral and identify potential deficiency and any need for repair or replacement. Cost of the video inspection does not qualify for reimbursement by the City.
3. With a City determination of deficiency, a property owner is responsible for submitting an application form accompanied by the deficiency notice and three

- (3) quotes for repair or replacement details (cleaning does not qualify). The quotes cannot be older than 60 days produced by licensed professionals.
4. City staff to review each submitted application package and respond with approval or denial within 10 business days of receiving the submittal.
 5. Sewer lateral repair or replacement must be completed within 180 days of the City's response date to qualify for rebate.
 6. The property owner is responsible for arranging work with selected contractor. While the owner is free to select any contractor of the three, the City's maximum refund is up to 50% of the lowest submitted quote.
 7. The maximum refund allowed is \$4,500 for full replacement of a sewer lateral longer than 100 feet and/or deeper than 10 feet. The maximum refund allowed is \$3,000 for all other replacements, and the maximum refund allowed is \$1,000 for all repairs.
 8. Rebates to be processed on a first-come, first-served basis until budgeted Program funds of current fiscal year are exhausted. Remaining rebate requests take priority the following fiscal year for as long as the Program is in effect.
 9. Upon completion of the approved work and following City inspection in accordance with applicable standards, a certificate of completion and acceptance is issued.
 10. The property owner to submit a request for reimbursement accompanied by the permit number, itemized contractor's invoice with stated property address, and proof of full payment.
 11. The City reimburses the approved refund amount via a check mailed within 30 days of receiving the request. Refund is issued to the property owner, and not to a contractor or any other representative.
 12. A property owner is only allowed to participate in the Program once and is required to pay back the City's rebate if he/she sells the property within one year of approval/acceptance of the performed work.

B- The City Council approved updating the CIP to continue deployment and funding of the Private Sewer Lateral Program during FY 2026/27 through FY 2029/30 at the same annual budget amount of \$150,000 funded by the Sewer Enterprise Fund (Fund #500).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on this 4th day of November 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 4th day of November, 2025.

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

12.C.

DATE: NOVEMBER 4, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Eric Casher, City Attorney, N/A, eric@redwoodpubliclaw.com
Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: OVERVIEW OF PROCEDURAL REQUIREMENTS FOR AUTHORIZATION AND IMPLEMENTATION OF A COMMERCIAL CANNABIS BUSINESS PROGRAM

RECOMMENDATION

Staff recommends that the City Council provide direction regarding whether to:

1. Prepare resolutions and ordinances for the City Council to authorize and implement a commercial cannabis businesses program in the City;
2. Prepare a resolution calling an election and requesting consolidation with the Tuesday, November 3, 2026 regular election to place a ballot measure before voters to determine whether to authorize and implement a commercial cannabis business program within the City; **OR**
3. Not pursue a commercial cannabis program.

BACKGROUND

Cannabis consumption is legal in California under state law. State law also allows local governments to regulate or prohibit commercial cannabis businesses within their jurisdiction. In 2025, the California Department of Cannabis Control reports that approximately forty seven percent (47%) of California cities and counties allow at least one type of cannabis business.

Within Contra Costa County, eight (8) cities and one (1) town allow at least one category of cannabis business, while nine (9) cities and one (1) town prohibit all commercial cannabis activity.

Cities may authorize commercial cannabis operations either by City Council ordinance or ballot measure. Most jurisdictions that have adopted local cannabis programs have done so by ordinance. In contrast, a new cannabis business tax must be approved by voters through a ballot measure.

The purpose of this staff report is to advise the City Council on the pros and cons of implementing a commercial cannabis program by ordinance versus ballot measure; and to provide a brief overview of the process for adopting such a program under each method.

REVIEW AND ANALYSIS

A. Overview of Implementation Methods

California law allows local jurisdictions to regulate commercial cannabis activity through City Council ordinance or ballot measure.

Adopting a cannabis program by ordinance usually involves both a regulatory ordinance and a companion resolution (e.g., setting application fees, adopting guidelines, or establishing a permitting schedule). An

ordinance is adopted legislatively by the City Council following public hearings, two readings, and a 30-day waiting period. An ordinance can be amended or repealed by future Council action.

If the City Council chooses to submit a cannabis business tax or authorization measure to the voters, staff would prepare a City Council resolution calling the election and requesting consolidation with the next regular election. A ballot measure is adopted directly by voters and can only be amended through another election. Adoption of an ordinance is not required to place a measure on the ballot, although an implementing ordinance may be necessary following the election if voters approve the measure.

B. Comparison of Ordinance versus Ballot Measure

Local Control

An ordinance preserves City Council oversight of future amendments and operational issues related to a commercial cannabis program, while a ballot measure transfers decision-making authority directly to the voters.

Speed and Flexibility

City Council adoption of an ordinance is significantly faster and can be a more efficient framework for managing future updates or changes to a commercial cannabis program. The City Council can respond to new information or state regulatory changes by amending the ordinance as needed. Ballot measures are slower to implement and amend, requiring elections for future revisions.

Regulatory Consistency

Ballot measures create stability because they are difficult to change; however, they may become outdated. Ordinances are more adaptable but can be more subject to change with new council compositions.

Public Engagement

Ballot measures ensure broad participation among voters. Ordinances rely on representative democracy. With an ordinance council members hold public hearings and make decisions on behalf of constituents following a community engagement process and public information campaign.

Cost

Adopting a cannabis ordinance primarily involves staff time and public hearing costs. A ballot measure requires additional legal preparation, ballot printing, and election administration which would be more costly. As mentioned, if a ballot measure were adopted an implementing ordinance may still be required following adoption which presents an added cost.

C. Contra Costa County Comparison

Under state law, cities may determine whether to license all cannabis businesses, license some types of businesses and prohibit others, or prohibit all cannabis businesses. Contra Costa County determines which types of cannabis businesses they will license or prohibit for the unincorporated parts of the County.

In Contra Costa County, nine (9) cities allow retail commercial cannabis businesses, five (5) cities allow cannabis distribution businesses, five (5) cities allow cannabis manufacturing businesses, three (3) cities allow cannabis cultivation businesses, and five (5) cities allow cannabis testing businesses. In contrast, ten (10) cities prohibit all types of cannabis businesses. The City of Brentwood, City of Clayton, City of El Cerrito, City of Hercules, City of Lafayette, City of Oakley, City of Orinda, City of Pinole, City of San Pablo, and City of San Ramon all prohibit cannabis businesses. The Town of Moraga also prohibits cannabis businesses. The Town of Danville allows only medical cannabis businesses. The unincorporated parts of Contra Costa County allow retail, distribution, manufacturing, cultivation, and testing.

Most Contra Costa County jurisdictions have adopted cannabis ordinances without ballot measures, relying on the Council's legislative authority to establish licensing frameworks. The cities of Antioch, Concord, Martinez, Pittsburg, Richmond, San Pablo, and Walnut Creek implemented commercial cannabis programs by ordinance. Contra Costa County, Pittsburg, Richmond, and San Pablo separately adopted voter-approved cannabis business tax measures to generate revenue. This two-step approach regulate by

ordinance and tax by ballot is an option offering both flexibility and voter participation for taxation.

The **City of Antioch** adopted an ordinance to allow cannabis cultivation, manufacturing, testing, retail, distribution and microbusiness. However, the license types allowed vary depending on the cannabis overlay district the business is located in. A use permit from the City Council is required for all cannabis businesses.

The application for the use permit shall be considered by the Antioch Planning Commission which shall make a recommendation to the Antioch City Council. Prior to operating in the city and as a condition of issuance of a use permit, the operator of each cannabis business shall enter into and maintain compliance with an operating agreement, setting forth the terms and conditions under which the cannabis business will operate. The business must also provide a social equity program.

The **City of Concord** adopted an ordinance that allows a cannabis business to apply for a cannabis manufacturer license, cannabis distributor license transport only (Type 13) license, cannabis distributor (Type 11) license; cannabis microbusiness license, cannabis non-storefront retailer license, cannabis storefront retailer license, cannabis testing laboratory license, and cannabis delivery license. Approvals required for operation include land use approval (use permit, minor use permit, administrative approval, or zoning clearance), state license or regulatory approval for the specific cannabis use or activity, a city business license, and a community benefits agreement.

The **City of El Cerrito** adopted an ordinance to allow a maximum of two (2) permits for cannabis retail businesses. The city shall issue no more than two valid operating permits for cannabis businesses in the city. The following activities are permitted by ordinance: (1) Cannabis retail by a cannabis storefront business; and (2) Cannabis delivery to locations within the city by cannabis storefront businesses possessing an operating permit in the city. Approvals required for operation include a conditional use permit and an operating permit.

The **City of Martinez** adopted an ordinance allowing the following types and number of cannabis businesses in the city: (1) Dispensary or retail cannabis stores—maximum of two; (2) Manufacturing—maximum of one; (3) Distribution—maximum of one; (4) Testing laboratory—maximum of one; and (5) Non-storefront retail business—maximum of one. All cannabis businesses must have a valid commercial cannabis operators permit from the city and a valid state license. All must also comply with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities engaged in by the person or business.

The **City of Pittsburg** adopted an ordinance permitting retail, cultivation, delivery, and microbusiness cannabis operations. It also adopted a resolution imposing caps on the number of commercial cannabis business permits and designating eligible zones for commercial cannabis businesses. The city will allow one retail license for every 25,000 residents. A commercial cannabis business must obtain a city business license, one or more city cannabis permits, all necessary state licenses, and enter into an operating agreement with the city. The city council may by resolution establish and/or modify the number and type of future commercial cannabis businesses allowed within the city, including establishing moratoria. A four-fifths vote is required to increase the number of commercial cannabis permits allowed or to expand the locations where commercial cannabis businesses are allowed.

The **City of Pleasant Hill** adopted an ordinance allowing two medical use delivery only cannabis retailers within the city. The city will issue no more than two conditional use permits for medical cannabis retailers. Applicants must have a state commercial cannabis license, a city cannabis business permit, and all other required state and local licenses, permits, or approvals. These medical cannabis retail businesses cannot have a public storefront and must conduct sales exclusively by delivery.

The **City of Richmond** adopted an ordinance to allow a range of cannabis uses, including manufacturing, cultivation, mobile delivery, and up to three dispensaries. No more than three (3) commercial cannabis retail facilities are permitted or allowed to operate in the city. There is no limit on the number of commercial cannabis cultivators, distributors, testing laboratories, or manufacturing businesses in the city as long as they obtain valid State and local permits and licenses, including CUP and CBP from the City of Richmond for each location. The delivery of commercial cannabis or cannabis products from a State licensed retail facility or non-storefront retail facility to a customer is permitted, provided such deliveries are

in compliance with city and state law, including obtaining a Richmond Business license. All other unpermitted and unlicensed delivery services within the city are prohibited. Existing permitted retail cannabis businesses operating within the city are not required to obtain a CUP modification before conducting delivery activities. Notice of intent to commence delivery activities shall be provided prior to conducting such activities. A Conditional Use Permit (CUP) and a Cannabis Business Permit (CBP) are both required for all commercial cannabis activities prior to operation.

The **City of San Pablo** adopted an ordinance allowing a maximum of three (3) cannabis retail businesses. All cannabis retail businesses must obtain and maintain a valid operator permit issued by the city and a valid Conditional Use Permit. Each business must provide description of the benefits that the cannabis retail business would provide to the local community, such as employment for residents of the city, community contributions, improvements to the property where the cannabis business is proposed to be operated and adjoining properties, or economic incentives to the city.

The **City of Walnut Creek** adopted an ordinance permitting the city council to set by resolution the maximum number of non-storefront cannabis delivery-only operations conditionally permitted and licensed by the city to operate within the city. The city also permits cannabis delivery operations based outside of the city to deliver cannabis and cannabis products to customers and qualified patients and their caregivers within the city. All cannabis businesses require a conditional use permit and an operator permit. The following business types are not allowed: commercial cultivation; distribution, manufacturing, retail dispensaries, testing laboratories, and cannabis special events.

Contra Costa County adopted an ordinance to allow up to four (4) storefront retailers, ten cultivators, two (2) manufacturers, as well as microbusinesses (“vertically-integrated businesses”) and testing laboratories. At the November 2018 election voters approved a tax on cannabis businesses in the unincorporated areas at rates up to \$7.00 per canopy square foot for cultivation (adjustable for inflation) and up to 4% of gross receipts for all other cannabis businesses including retailers.

D. Implementation Process Comparison

Ordinance Process:

The ordinance process typically takes 4–6 months, depending on the city’s schedule preferences. The city (1) conducts public workshops and stakeholder meetings to gather community feedback; (2) prepares a draft regulatory ordinance addressing licensing, zoning, and operations and completes CEQA review; (3) refers zoning provisions to the Planning Commission for a recommendation; (4) introduces and adopts the ordinance following two City Council readings; and (5) implements administrative procedures, permit fees, and application processes after adoption.

Ballot Measure Process:

The ballot process typically takes 9–12 months, depending on the election schedule. Cities prepare ballot language and Council resolution to place the measure on the ballot, conduct public outreach and election education, hold an election and certify results. If approved, the city may need to adopt follow-up ordinances and administrative procedures to implement the measure.

E. Economic Contributions from Commercial Cannabis Businesses

Commercial cannabis activity contributes to local revenues through sales taxes, permit and licensing fees, business license taxes, and, if authorized, voter-approved cannabis business taxes.

Cities adopting cannabis programs by ordinance only, such as Concord and Antioch, collect the standard 1% local share of sales tax, business license fees, cost-recovery permit fees, and community benefit payments negotiated through operating agreements.

Cities that have approved cannabis taxes by ballot measure, such as Pittsburg (Measure J, 2016), Contra Costa County (Measure R, 2018), and San Pablo (Measure M, 2024), levy taxes on gross receipts (3–10%) or cultivation area (up to \$7 per square foot).

Overall, Contra Costa County jurisdictions demonstrate that ordinance-based programs produce steady

revenues through regulatory fees and sales tax, while tax-based programs can yield higher revenues, but require voter approval and careful rate management to maintain business viability.

F. Process Used by Contra Costa County Cities to Implement Commercial Cannabis Programs by Ordinance

Contra Costa County cities followed a structured, transparent approach when adopting cannabis ordinances:

- 1. Policy Direction:**

The City Council held study sessions to discuss community priorities, state law compliance, and economic goals.

- 2. Ordinance Drafting:**

Staff prepared zoning, licensing, and operational provisions based on Council guidance and community input.

- 3. Environmental Review:**

Cities completed CEQA review, often finding exemptions or relying on existing environmental documents.

- 4. Planning Commission Hearings:**

The Planning Commission reviewed zoning amendments and provided recommendations.

- 5. City Council Hearings:**

City Council consideration and adoption of the required ordinances (two readings, the first to introduce and the second to adopt the ordinance).

- 6. Administrative Implementation:**

Staff prepared application materials, fee schedules, and procedures during the 30-day waiting period before the ordinance took effect.

- 7. Permit Issuance:**

After adoption, the City accepted applications, conducted background checks, and issued permits upon compliance with local and state regulations.

Program Review:

Within a year of implementation, cities generally conduct performance reviews to evaluate compliance and community impact, amending ordinances as needed.

FISCAL IMPACT

Implementing a cannabis program by ordinance will require staff time for drafting, public outreach, and permit administration. Costs can be recovered through regulatory fees and standard business licensing. The City will also benefit from its local share of state sales tax and business license revenues.

If the City chooses to place a cannabis business tax before voters, additional election costs will be incurred, but such a tax could generate significant ongoing revenues depending on market performance.

Based on neighboring jurisdictions, gross-receipts fees or taxes between 3% and 10% are a reasonable expectation for a commercial cannabis business fee or tax.

Establishing two dispensaries in Pinole is projected to generate approximately \$200,000 to \$300,000 in annual revenue.

ATTACHMENTS

- A. 2025.11.4 Pinole City Council Staff Report Commercial Cannabis Attachments
- B. Pinole Cannabis Presentation

ATTACHMENT A

County, Cities, and Towns	Retail (Storefront)	Retail (Delivery)	Distribution	Testing	Manufacturing	Cultivation
Contra Costa County	✓	✓	✓	✓	✓	✓
Antioch	✓	✓	✓	✓	✓	✓
Brentwood						
Clayton						
Concord	✓	✓	✓	✓	✓	✓
Town of Danville		✓ Medical Only				
El Cerrito	✓					
Hercules						
Lafayette						
Martinez	✓	✓	✓	✓	✓	✓
Town of Moraga						
Oakley						
Orinda						
Pinole						
Pittsburg	✓	✓	✓	✓	✓	✓
Pleasant Hill		✓ Medical Only				
Richmond	✓	✓	✓	✓	✓	✓
San Pablo						
San Ramon						
Walnut Creek		✓				

ATTACHMENT B

Contra Costa County and Cities Permitting Commercial Cannabis: Ordinances and Ballot Measures				
County or City	Ordinance?	Dates Passed and Amended	Ballot Measure?	Ballot Measure and Date Passed
Contra Costa County			Yes.	Measure R approved a marijuana business tax (11/2018).
Antioch	Yes	Ord. 2143-C-S, passed 6-26-18; Am. Ord. 2165-C-S, passed 4-23-19; Am. Ord. 2191-C-S, passed 10-27-20; Am. Ord. 2199-C-S, passed 10-26-21	No.	
Concord	Yes	December 3, 2019; Ord. No. 18-3, § 7 (Exh. B); Ord. No. 20-4, § 7 (Exh. A); Ord. No. 20-9, § 7 (Exh. A)	No.	
El Cerrito	Yes	Ordinance 2017-07 (December 19, 2017)	No.	
Martinez	Yes	Ordinance 1421, § 2, 4-3-2019	No.	
Pittsburg	Yes	Ord. 25-1530 (June 2, 2025); Ord. 21-1492 § 10, 2021; Ord. 18-1448 § 3 (Exh. A), 2018; Ord. 16-1415 § 4, 2016.	Yes.	Measure J approved a marijuana business tax (11/8/2016).
Pleasant Hill	Yes	Ord. 932 § 2 (Exh. A), 2019	No.	
Richmond	Yes	Ord. No. 16-19 N.S., § I (Exhibit A), adopted Nov. 5, 2019, repealed § 15.04.610.270 pertained to Medical Marijuana Uses, Ord. No. 16-16 N.S., adopted November 15, 2016.	Yes.	Measure U approved a cannabis local business license tax (11/8/2016).
San Pablo	Yes	Ordinance 2025-001, adopted (February 18, 2025).	Yes.	Measure M approved a cannabis business license tax (12/5/2024).

Walnut Creek	Yes	Walnut Creek Muni. Code, Tit. 10, Pt. III, Article 14.	No.	
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ATTACHMENT C

Contra Costa County Framework for Regulating Cannabis Approved April 24, 2018

Commercial Cultivation	Growing cannabis for commercial use, including artificial, mixed light and natural light cultivation (i.e. indoor, greenhouse and outdoor).
Retail Storefront	Sale of cannabis to retail customers from a storefront that sells only cannabis products. Deliveries from the storefront business to retail customers are also allowed.
Delivery-Only Retail	A business that delivers cannabis from a non-storefront facility to retail customers. The premises are not open to the public and customers are not able to purchase cannabis on-site. Permits include provisions to help ensure deliveries are only made to those adults legally able to purchase cannabis.
Manufacturing/Processing	Involves the processing of cannabis or cannabis products into various marketable forms. Manufacturing may include the extraction of cannabinoid oils from the raw plant as well as the infusion of those oils into products intended for human consumption and/or topical use. Some examples of infused products include edibles, beverages, oils, and tinctures. Since non-volatile processing techniques are safer, only non-volatile processing, as defined in state regulations, are proposed to be allowed.
Distribution Center	A cannabis distribution center refers to a site where cannabis or cannabis products are warehoused and distributed to licensed cannabis retailers. The retail sale of cannabis or cannabis products is not permitted from cannabis distribution centers.

Testing	A cannabis testing facility is a facility where cannabis and cannabis products are tested for potency, quality, and health and safety requirements.
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OVERVIEW OF REQUIREMENTS TO IMPLEMENT A COMMERCIAL CANNABIS PROGRAM

City of Pinole

Eric Casher, City Attorney



RECOMMENDATION

Staff recommends the City Council provide direction regarding whether to:

- Prepare resolutions for the City Council to authorize and implement a commercial cannabis business program in the City by ordinance;
- Prepare a resolution calling an election and requesting consolidation with the Tuesday, Nov. 3, 2026 regular election to place a ballot measure before voters to determine whether to authorize and implement a commercial cannabis business program within the City; or
- Not pursue a commercial cannabis program.

BACKGROUND



- Cannabis consumption is legal under State law, which allows local governments to regulate or prohibit commercial cannabis businesses within their jurisdiction.
- Approximately 47% of California cities and counties allow at least one type of cannabis business (distributor, wholesaler, retail/dispensary).
- In Contra Costa County, eight (8) cities and one (1) town **allow** at least one category of cannabis business, while nine (9) cities and one (1) town **prohibit** all commercial cannabis activity.

BACKGROUND



- Cities may authorize commercial cannabis by either:
 - *City Council ordinance; or*
 - *Ballot measure*

This presentation provides an overview of these two options and the pros/cons of each approach.

PROCEDURAL REQUIREMENTS: ORDINANCE

- Requires both a regulatory ordinance and a companion ordinance (to set fees and adopt guidelines, schedules)
- An ordinance is adopted legislatively by the City Council following public hearings, two readings, and a 30-day waiting period. An ordinance can be amended or repealed by future City Council action.
- Takes 4-6 months (approximately), depending on City's schedule preferences.
 - Includes public workshops and stakeholder meetings to gather feedback
 - Planning Commission must meet to hear the proposed zoning provisions for recommendation



PROCEDURAL REQUIREMENTS: BALLOT MEASURE

- If the Council desires to send the issue to the voters, it may choose to submit a cannabis business tax or authorization measure to the voters by passing a resolution calling the election and requesting consolidation with the next regular election.
- A ballot measure is adopted directly by the voters. It can only be amended through another election.
- If the ballot measure passes, an implementing ordinance may be necessary as a next step.
- Typically takes 9-12 months depending on election schedule.
 - Requires public outreach, preparing language and resolution to place the measure on the ballot, and follow up ordinances afterward to implement the measure.

COMPARISON

- Local Control: An ordinance allows the City Council to have oversight for future amendments and operational issues, while a ballot measure places the decision making directly in the hands of the voters.
- Speed/Flexibility: City Council ordinance adoption is significantly faster. The Council could respond to changes in the law and amendments that are needed directly by amending the ordinance when needed.
- Regulatory Consistency: Ballot measures are more stable because they are difficult to change, but may become outdated.
- Public Engagement: Ballot measures allows for broad participation from the voters. Ordinances rely on representative democracy and members of the Council making the decision on behalf of the people.

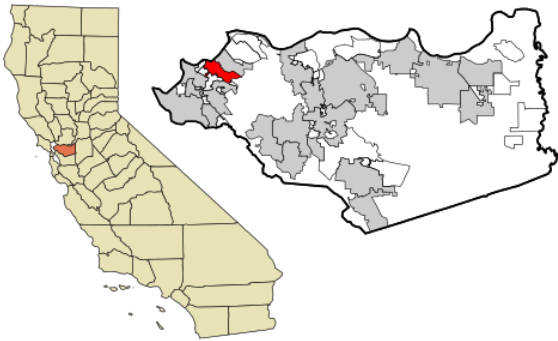


COMPARISON

- Cost:
 - Adopting a cannabis ordinance involves staff time and public hearing costs.
 - A ballot measure requires additional time for legal preparation of ballot materials, ballot printing, and election administration. Following ballot measure approval, an implementation ordinance would also be required.



NEIGHBORING CITY CANNABIS REGULATION



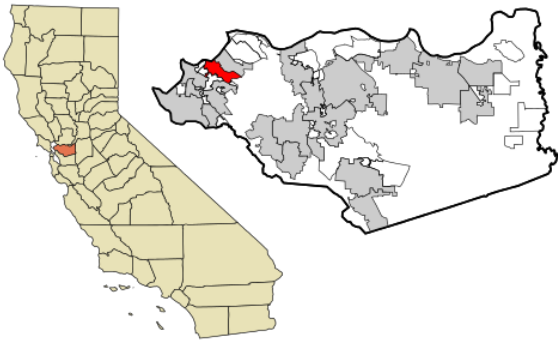
The following cities allow at least one category of commercial cannabis business type in Contra Costa County: Antioch, Concord, Martinez, Pittsburgh, Richmond, El Cerrito

The following cities **prohibit** all types of cannabis businesses: Brentwood, Clayton, El Cerrito, Hercules, Lafayette, Oakley, Orinda, Pinole, and San Ramon.

The unincorporated parts of Contra Costa County allow for retail, distribution, manufacturing, cultivation, and testing.

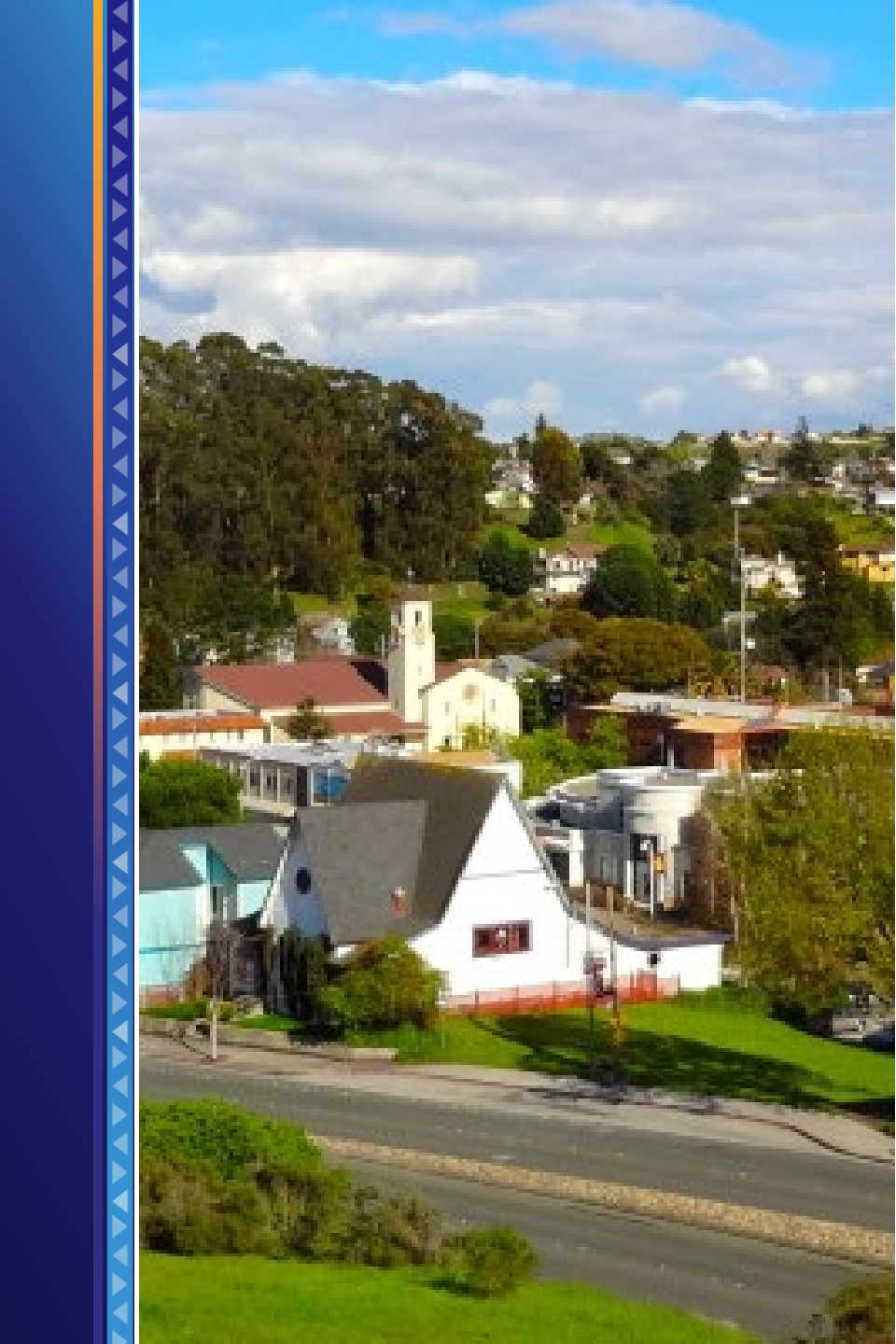
Fully Allow Commercial Cannabis Activity	• Contra Costa County, Antioch, Concord, Martinez, Pittsburgh, Richmond
Allow Some Commercial Cannabis Activity	• Danville: Retail (delivery)- Medical Only • Pleasant Hill: Retail (delivery)- Medical Only • El Cerrito: Retail (storefront) • Walnut Creek: Retail (delivery)
Prohibit All Commercial Cannabis Activity	• Brentwood, Clayton, Hercules, Lafayette, Moraga, Oakley, Orinda, Pinole, San Pablo, San Ramon

NEIGHBORING CITY CANNABIS REGULATION



Most County jurisdictions adopted ordinances without ballot measures: Antioch, Concord, Martinez, Pittsburgh, Richmond, San Pablo, Walnut Creek.

Contra Costa County, Pittsburgh, Richmond, and San Pablo all separately adopted voter-approved business tax measures in addition to their ordinances to generate revenue.



ECONOMIC CONTRIBUTIONS / FISCAL IMPACT

- Cities adopting a cannabis program by ordinance only receive 1% local share of sales tax.
- Cities that have cannabis taxes by ballot measure levy taxes on gross receipts (3-10%)
- Implementing a cannabis program by ordinance will require staff time for drafting, public outreach, and permit administration.
- If the City chooses to place a cannabis business tax before voters, additional election costs will be incurred.
- Establishing two dispensaries in the City of Pinole is projected to generate approx. \$200k-300k in annual revenue.

RECOMMENDATION

Staff recommends the City Council provide direction regarding whether to:

- Prepare resolutions for the City Council to authorize and implement a commercial cannabis business program in the City;
- Prepare a resolution calling an election and requesting consolidation with the Tuesday, Nov. 3, 2026 regular election to place a ballot measure before voters to determine whether to authorize and implement a commercial cannabis business program within the City; OR
- Not pursue a commercial cannabis program.

QUESTIONS?

City of Pinole

