AGENDA

BERKELEY CITY COUNCIL MEETING

Tuesday, July 23, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – CECILIA LUNAPARRA
DISTRICT 8 – MARK HUMBERT

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. If you are feeling sick, please do not attend the meeting in person.

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*Remote participation by the public is available through Zoom. To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL: https://cityofberkeley-info.zoomgov.com/j/1600197323. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **160 019 7323**. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair. Please be mindful that the meeting will be recorded.*

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@berkeleyca.gov.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953 and applicable Executive Orders as issued by the Governor that are currently in effect. Any member of the public may attend this meeting. Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

Preliminary Matters

Roll Call:

Land Acknowledgement Statement: *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

Ceremonial Matters: *In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.*

City Manager Comments: *The City Manager may make announcements or provide information to the City Council in the form of an oral report. The Council will not take action on such items but may request the City Manager place a report on a future agenda for discussion.*

Public Comment on Non-Agenda Matters: *Persons will be selected to address matters not on the Council agenda. If five or fewer persons wish to speak, each person selected will be allotted two minutes each. If more than five persons wish to speak, up to ten persons will be selected to address matters not on the Council agenda and each person selected will be allotted one minute each. Persons attending the meeting in-person and wishing to address the Council on matters not on the Council agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to commencement of that meeting. The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.*

Public Comment by Employee Unions (first regular meeting of the month): *This period of public comment is reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak.*

Consent Calendar

The Council will first determine whether to move items on the agenda for "Action" or "Information" to the "Consent Calendar", or move "Consent Calendar" items to "Action." Three members of the City Council must agree to pull an item from the Consent Calendar or Information Calendar for it to move to Action. Items that remain on the "Consent Calendar" are voted on in one motion as a group. "Information" items are not discussed or acted upon at the Council meeting unless they are moved to "Action" or "Consent".

No additional items can be moved onto the Consent Calendar once public comment has commenced. At any time during, or immediately after, public comment on Information and Consent items, any Councilmember may move any Information or Consent item to "Action." Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. Speakers will be entitled to two minutes each to speak in opposition to or support of Consent Calendar and Information Items. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

Additional information regarding public comment by City of Berkeley employees and interns: Employees and interns of the City of Berkeley, although not required, are encouraged to identify themselves as such, the department in which they work and state whether they are speaking as an individual or in their official capacity when addressing the Council in open session or workshops.

Consent Calendar

1. FY 2025 Special Tax Rate: Fund the Provision of Library Services
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 7,927-N.S. to recommend that the Berkeley City Council set the FY 2025 tax rate for funding the provision of Library Services in the City of Berkeley at $0.2800 (28.00 cents) per square foot for dwelling units and $0.4233 (42.33 cents) per square foot for industrial, commercial, and institutional buildings.
First Reading Vote: All Ayes
Financial Implications: See report
Contact: Tess Mayer, Library, (510) 981-6100, Henry Oyekanmi, Finance, (510) 981-7300

2. Youth Voting in Berkeley School Board Elections; Ordinance providing for voting by persons aged 16 and 17 years old for office of School Director
From: City Attorney
Recommendation: Adopt second reading of Ordinance No. 7,928-N.S. providing for youth voting by persons aged 16 and 17 years old for office of School Director pursuant to Article III, Section 5(3) of the City Charter.
First Reading Vote: Ayes – Kesarwani, Taplin, Tregub, Hahn, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Bartlett, Wengraf.
Financial Implications: None
Contact: Farimah Brown, City Attorney, (510) 981-6950

3. Municipal Code Amendments for Measure KK Compliance and Updated Settlement Authority
From: City Attorney
Recommendation: Adopt first reading of an Ordinance amending Chapter 2.56 and Sections 2.36.040, 4.04.100, 4.04.110, and 7.12.020 of the Municipal Code to conform to Section 113 of the City Charter (Measure KK), and to increase the City Attorney's authority to settle claims up to $50,000.
Financial Implications: None
Contact: Farimah Brown, City Attorney, (510) 981-6950

Consent Calendar

4. Contract: Downtown Berkeley YMCA for Fitness Center Memberships for City Employees
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with the Downtown Berkeley YMCA in the amount of $161,280 for fitness center memberships for City employees for the period July 1, 2024 through June 30, 2025.
Financial Implications: See report
Contact: Sharon Friedrichsen, Budget Manager, (510) 981-7000

5. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on July 23, 2024
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.
Financial Implications: Various Funds - $4,525,000
Contact: Henry Oyekanmi, Finance, (510) 981-7300

6. Public Facility Improvement Program Funds for Insight Housing's (formerly Berkeley Food and Housing Project) Dwight Way Center
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to: 1. Reallocate $549,785 of FY24 Measure P funds from Insight Housing's (IH) Russel Street Residence rehabilitation project to their Dwight Way Center (DWC) rehabilitation project; and 2. Execute all resultant agreements and amendments with IH for the above-mentioned funds.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

7. Appointment of Priscilla Villanueva to the Board of Library Trustees
From: City Manager
Recommendation: Adopt a Resolution appointing Priscilla Villanueva to the Board of Library Trustees ("BOLT") for a term of four years beginning September 4, 2024.
Financial Implications: None
Contact: Tess Mayer, Library, (510) 981-6100

8. License Agreement: Masaba LLC., DBA Roaming Bean Coffee Vendor at the Waterfront
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a license agreement with Roaming Bean Coffee to operate at the Berkeley Waterfront for a three-year term, ending July 31, 2027.
Financial Implications: $11,498 - Revenue
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Consent Calendar

9. Lease Agreement: Youth Musical Theater Company for the properties at 2925 and 2945 Bolivar Drive, Aquatic Park
From: City Manager
Recommendation: Adopt first reading of an Ordinance authorizing the City Manager to execute a lease agreement with Youth Musical Theater Company (YMTC) for the use and management of the City's properties at 2925 and 2945 Bolivar Drive in Aquatic Park for a term of ten years, anticipated to begin September 1, 2024 and ending August 31, 2034, with one five-year option.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

10. Assembly Bill 481, 2023 Annual Military Equipment Report
From: City Manager
Recommendation: Adopt a Resolution approving the 2023 Annual Military Equipment Report.
Financial Implications: Staff time
Contact: Jennifer Louis, Police, (510) 981-5900

11. Contract: Alta Planning & Design for Adeline Street Transportation Improvements Project
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Alta Planning & Design for Preliminary Engineering and Environmental Studies for the Adeline Street Transportation Improvements Project for an amount not-to-exceed $1,256,120.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

12. Contract: Buhler Commercial for FY 2023 Retaining Wall and Storm Drain Improvement Project (Specification No. 23-11616-C & 23-11614-C)
From: City Manager
Recommendation: Adopt a Resolution: 1. Approving plans and specifications for the FY 2023 Retaining Wall and Storm Drain Improvement Project; 2. Accepting the bid of Buhler Commercial as the lowest responsive and responsible bidder; and 3. Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until project completion, in accordance with the approved plans and specifications in an amount not to exceed $1,973,708.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

13. Contract No. 31900102 Amendment: Nute Engineering for On-Call Civil Engineering Services for the Sanitary Sewer Program
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 31900102 with Nute Engineering (Nute) for On-Call Civil Engineering Services for the Sanitary Sewer Program, increasing the contract by $500,000, for a total amount not to exceed $900,000, and extending the term of the contract from June 30, 2024 to June 30, 2025.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

14. Amending the 1956 Maintenance Agreement with Caltrans to include new I-80 Gilman Interchange
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to negotiate and execute an amendment to the 1956 Freeway Maintenance Agreement between the City and Caltrans to include new I- 80/Gilman Interchange facilities.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

15. Change Football Game Day Parking Restrictions in Residential Preferential Parking Zones
From: City Manager
Recommendation: Adopt a Resolution modifying parking restrictions in specified Residential Preferential Parking (RPP) zones on University of California, Berkeley (UC Berkeley) home football game days as follows:
1. Remove game day parking restrictions and enforcement in RPP zones G and F north of UC Berkeley campus;
2. Allow visitor parking on game days in RPP zones B and D for up to two-hours with enhanced fines (per Resolution No. 69,089-N.S., adopted September 10, 2019, enhanced fines on football game days are $225);
3. Allow parking on game days on a one-block stretch of Bancroft Way between College Avenue and Bowditch Street for up to two-hours;
4. Allow parking on game days on College Avenue between Dwight Way and Parker Street for up to two-hours with enhanced fines;
5. Allow parking on game days on Oxford Street between Hearst Avenue and Center Street.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300, Eleanor Hollander, Economic Development, (510) 981-7530

Consent Calendar

16. Lease for Office Space for the Office of the Director of Police Accountability (ODPA) at 1900 Addison Street
From: Director of Police Accountability
Recommendation: Adopt first reading of an Ordinance authorizing the City Manager to execute a ten-year lease agreement with The Shamszad Family Living Trust for the property located at 1900 Addison Street, Suites 300 and 350, with a lease term beginning on September 1, 2024.
Financial Implications: See report
Contact: Hansel Aguilar, Police Accountability Board, (510) 981-4950

Action Calendar

The public may comment on each item listed on the agenda for action. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again during one of the Action Calendar public comment periods on the item. Public comment will occur for each Action item (excluding public hearings, appeals, and/or quasi-judicial matters) in one of two comment periods, either 1) before the Action Calendar is discussed; or 2) when the item is taken up by the Council.

A member of the public may only speak at one of the two public comment periods for any single Action item.

The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

Action Calendar – Scheduled Public Comment Period

During this public comment period, the Presiding Officer will open and close a comment period for each Action item on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters). The public may speak on each item. Those who speak on an item during this comment period may not speak a second time when the item is taken up by Council.

Action Calendar – Public Hearings

Staff shall introduce the public hearing item and present their comments. For certain hearings, this is followed by five-minute presentations each by the appellant and applicant. The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to be recognized and to determine the number of persons interested in speaking at that time.

Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may with the consent of persons representing both sides of an issue allocate a block of time to each side to present their issue.

Action Calendar – Public Hearings

When applicable, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Councilmembers shall also submit a report of such contacts in writing prior to the commencement of the hearing. Written reports shall be available for public review in the office of the City Clerk.

17. Substantial Amendments to the PY2018, PY2019, PY2020, and PY2021 Annual Action Plans to Reallocate Community Development Block Grant (CDBG) Funding to the City's Public Facility Improvement Program
From: City Manager
Recommendation: Conduct a public hearing on:
1. Substantial amendments to the federal Program Years (PY) 2018, 2019, 2020, and 2021 Annual Action Plans (AAP), which propose a total reallocation of $478,500 of Community Development Block Grant (CDBG) funds from the Senior Disabled (Home) Loan Rehabilitation Program (SDLRP) to the Public Facility Improvement Program;
2. Allocating $450,000 of the reallocated funds to Insight Housing's (IH) existing public facility rehabilitation project at 2140 Dwight Way, and
3. Allocating $52,775 to Larkin Street Youth Services' (LSYS) existing public facility rehabilitation project at 3404 King St ($28,500 from above reallocated funds and $24,275 from available PY 2024 funds).
Upon conclusion of the hearing, adopt a Resolution authorizing the City Manager or her designee to:
a. Approve the CDBG public facility funding allocations for two public facility improvement projects, $450,000 for IH and $52,775 for LSYS;
b. Submit the Substantial Amendments to the PY 2018, 2019, 2020, and 2021 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD); and
c. Execute all resultant agreements and amendments with IH and LSYS and for the above-mentioned funds.
Financial Implications: See report.
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

Council Action Items

18. Adopt a Resolution Approving Peaceful and Lawful Use of the Dwight Triangle as Public Open Space
From: Councilmember Lunaparra (Author)
Recommendation: Adopt a Resolution Approving Peaceful and Lawful Use of the Dwight Triangle at the intersection of Dwight Way and Telegraph Avenue as Public Open Space Pursuant to BMC chapter 6.42.
Financial Implications: None
Contact: Cecilia Lunaparra, Councilmember, District 7, (510) 981-7170

Information Reports

19. LPO NOD: 8 Greenwood Common, #LMSAP2024-0001
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400

20. Alameda County Transportation Commission Rail Safety Enhancement Program – Phase A
From: City Manager
Contact: Terrance Davis, Public Works, (510) 981-6300

21. Annual Report on Landmarks Preservation Commission (LPC) Actions
From: Landmarks Preservation Commission
Contact: Fatema Crane, Commission Secretary, (510) 981-7400

Public Comment – Items Not Listed on the Agenda

Adjournment

NOTICE CONCERNING YOUR LEGAL RIGHTS*: If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Archived indexed video streams are available at:
https://berkeleyca.gov/your-government/city-council/city-council-agendas.
Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street as well as posted on the City's website at https://berkeleyca.gov/.

Agendas and agenda reports may be accessed via the Internet at:
https://berkeleyca.gov/your-government/city-council/city-council-agendas
and may be read at reference desks at the following locations:

City Clerk Department - 2180 Milvia Street, First Floor
Tel: 510-981-6900, TDD: 510-981-6903, Fax: 510-981-6901
Email: clerk@berkeleyca.gov

Libraries: Main – 2090 Kittredge Street,
Claremont Branch – 2940 Benvenue, West Branch – 1125 University,
North Branch – 1170 The Alameda, Tarea Hall Pittman South Branch – 1901 Russell

COMMUNICATION ACCESS INFORMATION:
This meeting is being held in a wheelchair accessible location.
To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.

Captioning services are provided at the meeting, on B-TV, and on the Internet. In addition, assisted listening devices for the hearing impaired are available from the City Clerk prior to the meeting, and are to be returned before the end of the meeting.
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I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on July 11, 2024.

Mark Numainville, City Clerk

Communications

Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

Bike Lane Construction
1. D.A. (2)
2. Tom
3. Julia (2)
4. Voters

Traffic Control Signage
5. David Lerman

Longfellow Middle School Relocation
6. Liz Lutzker
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Berkeley Federation of Teachers
7. Matt Meyer

Ohlone Dog Park
8. Ohlone Dog Park Neighbors

Fair and Open Bargaining
9. Jamie Cooney
10. Moni Law

UC Master Leasing
11. Barbara Gilbert

Aurora Theater
12. Josh

Civic Center Park
13. Anna Weinstein

Restaurant Inspection Results
14. David Lerman

Panoramic Way
15. Lisa and Ilana Handwerker (2)
16. Nick Thurlow

Café
17. Barbara Gilbert
18. Isabelle Gaston

Diversity and Inclusion
19. Moni Law

Sidewalk Safety Concern
20. Max

Lime Scooters
21. Laarni Mathias (2)
22. Summer Brenner

Water Drainage
23. Maha Parameswaran

Tesla, Harrison St.
24. John Craner, CEO, Downtown Berkeley Association

Grizzly Peak Blvd.
25. Bruce Brody

Shipping Containers at 2556 Haste St.
26. Tobias Damm-Luhr

World Skate
27. Jerry Bekkers, World Skate Facility Department Director

North Berkeley Affordable Housing
28. Kim Klein
29. Dorothea Dorenz

Crime in Berkeley
30. Nina Lyons

Arson Fires
31. Barbara Gilbert

CROP Invitations
32. Eugene Dey (6)

Middle East Conflict
33. Aaron
34. Shanna Bowie
35. Jessica Kim
36. Erwan Illian (3)
37. Russbumper (2)

Towing Concern
38. William Race

Rental Board
39. Scott

Flag Hanging from Civic Building
40. Jessica Pearlman
41. Dorothea Dorenz

URLs Only
42. Russbumper (6)
43. Erwan Illian

Newsletter
44. Berkeley Art Center
45. Russbumper (2)

46. Vivian Warkentin

Supplemental Communications and Reports
Items received by the deadlines for submission will be compiled and distributed as follows. If no items are received by the deadline, no supplemental packet will be compiled for said deadline.

- **Supplemental Communications and Reports 1**
  Available by 5:00 p.m. five days prior to the meeting.

- **Supplemental Communications and Reports 2**
  Available by 5:00 p.m. the day before the meeting.

- **Supplemental Communications and Reports 3**
  Available by 5:00 p.m. two days following the meeting.

ORDINANCE NO. 7,927-N.S.

SETTING THE FISCAL YEAR 2025 SPECIAL TAX RATE TO FUND LIBRARY SERVICES TAX IN THE CITY OF BERKELEY

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The FY 2025 Tax Rate to support usual and current expenses of operating library services is set at $0.2800 per square foot for dwelling units and $0.4233 per square foot for industrial, commercial and institutional buildings.

Section 2. The cost to taxpayers during FY 2025 will be $419.95 for a 1,500 square foot dwelling and $635.00 for all other property of similar size.

Section 3. This tax rate will result in estimated total collections of $25,905,893.

Section 4. The tax imposed by this ordinance does not apply to any property owner whose total personal income, from all sources for the previous calendar year, does not exceed that level which shall constitute a very low income, as established by resolution of City Council.

Section 5. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on June 25, 2024, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Hahn, Humbert, Kesarwani, Lunaparra, Taplin, Tregub, Wengraf, and Arreguin.

Noes: None.

Absent: None.

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ORDINANCE NO. 7,928-N.S.

ADDING BERKELEY MUNICIPAL CODE CHAPTER 2.15 ELECTIONS – YOUTH VOTING

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Chapter 2.15 is hereby added:

2.15.010 Definitions.
2.15.020 Findings.
2.15.030 Authorization.
2.15.040 Cost and Terms of Implementation.
2.15.050 Election Procedures if Youth Voting is Not Used.
2.15.060 Severability.

2.15.010 Definitions.

"Youth Voting" means voting for the office of School Director by persons aged 16 or 17 years old who would otherwise be eligible to be voters under the California Elections Code.

"Youth Voter" means a person aged 16 or 17 who is registered to vote for the office of School Director.

2.15.020 Findings.

In 2016, Berkeley voters adopted Measure Y1, which amended the City Charter to enable the City Council to adopt an ordinance providing for voting for the office of School Director by persons ages 16 and 17 years old who otherwise meet the requirements for voting in California.

2.15.030 Authorization.

The City Council hereby authorizes the use of Youth Voting for the office of Berkeley School Director. Youth Voting shall be conducted and administered in accordance with City Charter Article III, Section 5.

2.15.040 Cost and Terms of Implementation.

A. In no event shall the City pay any of the direct or indirect costs for Youth Voting, nor shall City funds be used to replace or reimburse funds used for such purposes by any public agency or private entity.

B. The City may enter into agreements with the County of Alameda and/or other jurisdictions implementing Youth Voting setting forth the terms by which Youth Voting will be implemented, including by specifying the manner, method, or times in which Youth Voting may be conducted and such votes may be cast. The manner, method or time for Youth Voting need not be the same as for other persons voting in City elections.

C. The procedures developed by the California Secretary of State for pre-registration under state law shall be the exclusive means by which a person aged 16 or 17 may register to vote for Berkeley School Director. Any person aged 16 or 17 who is pre-registered to vote with the California Secretary of State and a resident of Berkeley will automatically be registered to vote for the office of Berkeley School Director.

D. Notwithstanding any other provision of the Charter or Berkeley Municipal Code, youth voting will only be permitted in a given election for Berkeley School Director if so authorized via a resolution passed by the City Council and filed with the Alameda County Registrar of Voters on or before 88 days prior to the election, or as otherwise filed as required by law. No such authorization shall be provided in a particular election if the Berkeley Unified School District Board of Education passes a resolution specifying that Youth Voting shall not be permitted in a given election.

E. Unless otherwise required by state or federal law, the Alameda County Registrar of Voters, in fulfilling a request from the City for election services consistent with the provisions of this chapter, may choose to release only deidentified Youth Voter information for the purposes of candidate campaigns under California Elections Code section 2194.

F. This Chapter shall apply only to the ability to cast a ballot in elections for Berkeley School Director. This chapter shall not authorize Youth Voters to qualify or be a candidate, including a write-in candidate, for the office of Berkeley School Director, pursuant to Article V, Section 10 of the Berkeley City Charter. This section shall not authorize Youth Voters to sign nominating petitions or qualifications statements for candidates pursuant to Article III, Section 6.1 of the Berkeley City Charter. Nothing in this Chapter shall alter the definition of “voters” or “qualified elector” as generally used in the Berkeley Charter or Berkeley Municipal Code.

G. A request for election services submitted to the Alameda County Registrar of Voters for the purposes of implementing this chapter may request that the Registrar provide public notice of the procedures for how Youth Voters may vote in elections for Berkeley School Director.

2.15.050 Election Procedures if Youth Voting is Not Used.

In the event that Youth Voting is not implemented or is suspended at any time, for any reason, including but not limited to administrative, technical, or financial infeasibility, the voting and election for School Director shall be conducted in accordance with standard election procedures as prescribed in the City Charter, Municipal Code, and state law.

2.15.060 Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this ordinance, or any application thereof in any circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this chapter, and all applications thereof, not having been declared void,

unconstitutional or invalid, shall remain in full force and effect. The Council of the City of Berkeley hereby declare that they would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

Section 2. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a special meeting of the Council of the City of Berkeley held on July 9, 2024, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Hahn, Humbert, Kesarwani, Lunaparra, Taplin, Tregub, and Arreguin.

Noes: None.

Absent: Bartlett, Wengraf.

Office of the City Attorney

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Farimah Faiz Brown, City Attorney
Bren Darrow, Assistant City Attorney

Subject: Municipal Code Amendments for Measure KK Compliance and Updated Settlement Authority

RECOMMENDATION

Adopt first reading of an Ordinance amending Chapter 2.56 and Sections 2.36.040, 4.04.100, 4.04.110, and 7.12.020 of the Municipal Code to conform to Section 113 of the City Charter (Measure KK), and to increase the City Attorney's authority to settle claims up to $50,000.

FISCAL IMPACTS OF RECOMMENDATION

No fiscal impacts have been identified; these amendments merely bring the Municipal Code into conformity with existing law.

CURRENT SITUATION AND ITS EFFECTS

The Charter provides that the City Attorney is appointed by the City Council, the budget of the City Attorney's Office is directly approved by the City Council, and the City Attorney has administrative control over the City Attorney's Office. These Charter provisions took effect on January 1, 2021, and the City has complied with them, but outdated and superseded language remains in the Municipal Code. The City Attorney's authority to settle claims without Council approval is currently limited to $15,000.

BACKGROUND

On November 3, 2020, Berkeley voters approved Measure KK, which amended the City Charter to make the City Attorney a Charter Officer, removing the City Attorney from the supervision of the City Manager. Section 113 of the City Charter provides, in relevant part:

Section 113: The City Attorney shall be an officer of the City of Berkeley, appointed by a vote of five members of the Council, serving at the will of the Council for an indefinite period, and removed only by a vote of five members of the Council, and shall receive such salary as may be fixed by the Council. Upon presentation of a proposed budget by the City Attorney, the Council shall provide funds sufficient to carry out the responsibilities of the office of City Attorney and for the City Attorney's department

(subject to available resources), which shall be under the administrative control of the City Attorney.

The City Council took action to formally appoint Farimah Faiz Brown as City Attorney on April 20, 2021, by Resolution 69,787-N.S. The Council subsequently approved the City Attorney's Office budget as part of the ordinary budget cycle. However, conflicting provisions of the Municipal Code, which are superseded by the language of the City Charter, have not yet been amended to conform to Measure KK.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
No environmental sustainability or climate impacts have been identified; these amendments merely bring the Municipal Code into conformity with existing law.

RATIONALE FOR RECOMMENDATION
These amendments will bring the Municipal Code into compliance with existing provisions of the City Charter. Increasing the City Attorney's settlement authority will allow the City Attorney to expeditiously resolve meritorious claims below $50,000 that would otherwise require Council approval.

ALTERNATIVE ACTIONS CONSIDERED
None.

CONTACT PERSON
Farimah Faiz Brown, City Attorney, 510-981-6998

Attachments:
1: Ordinance

ORDINANCE NO. -N.S.

AMENDMENTS TO CONFORM TO CHARTER ARTICLE XVI, SECTION 113.

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Chapter 2.56 is amended to read as follows:

2.56.010 City Attorney's Office.

A City Attorney's Office is created which shall be under the direction and administrative control of the City Attorney, subject to the general ~~administrative~~ direction of the City ~~Manager~~Council, and shall consist of the City Attorney and such other employees as the City ~~Manager~~ Attorney may ~~assign to the department~~hire into the department.

2.56.020 City Attorney--Duties.

The City Attorney shall be the chief administrative officer of the City Attorney's Office, and shall prosecute and defend for the City of Berkeley, ~~the Redevelopment Agency of the City and the Housing Authority of the City~~ all actions at law or in equity, and all special proceedings for or against the City, except in the case of the Berkeley Housing Authority, the Board of Education, the Rent Stabilization Board and any other boards whose members are elective officers pursuant to the City Charter.~~the Redevelopment Agency or the Housing Authority.~~ The City Attorney shall commence any legal proceedings when directed to do so by the City ~~Manager~~Council~~, or the council~~, and shall give legal advice verbally or in writing to the Mayor, the City ~~council~~Council, the City Manager, chief officials, departments, boards and commissions~~, the Redevelopment Agency or the Housing Authority~~, when requested to do so by them, upon questions of law arising in their ~~separate departments~~official capacities, involving the rights and liabilities of the City~~, the Redevelopment Agency or the Housing Authority~~, or take an appeal to any appellate court, unless ordered not to do so by the City ~~council~~ Council~~or the City Manager~~.

2.56.030 City Attorney--Document drafting responsibilities--Council meeting attendance.

The City Attorney shall draw such ordinances, resolutions and contracts, or other instruments, as shall be requested by the City ~~council~~ Council~~or the City Manager~~, and shall attend the meetings of the City ~~council~~ Council when requested to do so by the Mayor or ~~members~~ members of the council, or ~~the City Manager~~where necessary to carry out the duties detailed in Section 2.56.020.

2.56.040 ~~Reserved.~~City Attorney – Sole Legal Advisor; Exclusive Contracting Authority.

The City Attorney shall be the sole legal advisor to the City of Berkeley. Whenever the interests of the City require it, in the sole professional judgment of the City Attorney, outside legal counsel may be employed at the expense of the City. Neither the City Manager, nor any other officials, departments, boards or commissions may enter into a contract with a licensed attorney except with the express authorization of the City Attorney, and only where the scope of the contract expressly excludes legal services. All contracts whose scope includes legal services to be rendered to the City must be made by the City Attorney or their authorized designee. Contracts entered into in violation of this provision are void and unenforceable.

2.56.050 City Attorney--Recordkeeping and delivery of documents to successor required.

The City Attorney shall keep on file in their office all written communications and opinions, briefs and papers used in cases wherein they appear, subject to reasonable records retention policies. The City Attorney shall deliver all books, records, papers, documents and property of every description, belonging to the City, to ~~the attorney's~~their successor in office.

2.56.060 City Attorney--Action as ex officio prosecuting attorney.

The City Attorney shall be ex officio prosecuting attorney and shall prosecute all criminal violations of the provisions of the Charter or any City ordinance.

2.56.070 Persons authorized to act when City Attorney absent or disabled.

In the absence or disability of the City Attorney, the ~~Deputy~~ Assistant City Attorney shall perform the duties and exercise the powers of the City Attorney. In case of the absence or disability of both the City Attorney and the ~~Deputy~~ Assistant City Attorney, the ~~City Manager~~Mayor shall appoint a ~~n employee~~Deputy City Attorney as Acting City Attorney who shall perform the duties and exercise the duties and powers of the City Attorney until such time as the City Attorney or Assistant City Attorney is able to return or the City Council approves the appointment of a new City Attorney.

2.56.080 City Attorney's Office--~~Assistant counsel--Employment authorized when.~~Funding

~~Whenever the interests of the City require it, assistant counsel may be employed at the expense of the City, upon such terms as are prescribed by the council or the City Manager.~~

A. In order to ensure that the legal needs of the City are met, the Charter states that upon presentation of a proposed budget by the City Attorney, the City Council shall

provide funds sufficient to carry out the responsibilities of the office of City Attorney and for the City Attorney's department, subject to available resources.

B. The City Attorney's Office shall be exempt from any City Manager or City Council policy to require City departments to save a portion of their budget as targeted savings, except where Council determines otherwise. The City Attorney shall be authorized to transfer budgeted funds between personnel and non-personnel line items, to the extent that those resources are needed to perform the duties of the City Attorney, and remains within the budget adopted by the City Council.

C. Funds allocated to the City Attorney's Office shall not be returned to the General Fund for other purposes except at the express direction of the City Council.

Section 2. That Berkeley Municipal Code 2.36.040 is amended to read as follows:

2.36.040 City Manager--Jurisdiction--Exemptions.

All officers and employees of the City shall be under the general administrative direction of the City Manager, with the exception of ~~, except~~ the Auditor, the employees of the Auditor's Office, the City Attorney, the employees of the City Attorney's Office, the Office of the Director of Police Accountability, the Rent Stabilization Board, the five library trustees, and the employees of the public libraries~~., shall be under the general administrative direction of the City Manager~~.

Section 3. That Berkeley Municipal Code 4.04.100 is amended to read as follows:

4.04.100 City Manager--Powers generally.

In addition to the City Manager's powers under the Charter, and except in the case of the Auditor, the City Attorney's Office, the Rent Stabilization Board, and the Office of the Director of Police Accountability, ~~,~~the City Manager shall make transfers, promotions, demotions, reinstatements, layoffs, and shall hire, suspend or dismiss employees, subject to the provisions of this chapter, the personnel rules and applicable memorandum agreements, it being the intent to provide a fair and just approach to municipal employment in order that City employees may be selected and promoted on a merit basis, but in no sense impair the efficiency of a public service.

Section 3. That Berkeley Municipal Code 4.04.110 is amended to read as follows:

4.04.110 City Manager--Duties and responsibilities designated.

The City Manager shall administer the City personnel system and may delegate any of the powers and duties set forth in this chapter to a personnel director or any other officer or employee except as otherwise prohibited by the Charter of the City. Subject to the limited exemptions articulated below, ~~T~~the City Manager shall:

A. Act as the appointing authority for the City;

B. Attend all meetings of the Personnel Board;

C. Administer all provisions of the personnel ordinance and of the personnel rules not specifically reserved to the Personnel Board;

D. Prepare the personnel rules and revisions and amendments to such rules for the Personnel Board's consideration, and after consideration by the board, submit the rules, revisions and amendments, together with the recommendations of the board and their own recommendations, to the City Council for consideration and adoption by the council;

E. Prepare a position class plan, including class specifications and revisions of the plan for the Personnel Board's consideration, and after consideration by the board, submit a position class plan and revisions, together with the recommendations of the board and their own recommendations, to the City Council for consideration and adoption by the council;

F. Prepare a salary and wage plan and revisions and amendments to the plan for consideration by the Personnel Board, and after consideration by the board, submit the salary and wage plan and revisions and amendments, together with the recommendation of the board and their own recommendation, to the City Council for consideration and adoption.

The City Attorney, City Auditor, Director of Police Accountability and Executive Director of the Rent Stabilization Board, shall act as the appointing authority for those personnel over whom they have administrative control, and shall have the ability to make recommendations directly to the Personnel Board (regarding rules, positions, class specifications, wages, etc.) specifically applicable to those personnel.

Section 4. That Berkeley Municipal Code 7.12.020 is amended to read as follows:

7.12.020 Expenditures authorized when.

Expenditures from the public liability fund shall be made solely for the purposes of paying public liability claims investigation and adjustment costs, legal defense costs, costs for legal advice obtained to prevent lawsuits, costs to file lawsuits, and payment of any settled public liability claim or judgment. Such payments are hereby authorized to be made without further authorization from the City Council, except that payment of any settled public liability claim, the amount of which is more than ~~fifteen~~ fifty thousand dollars, shall be authorized by the City Council.

Section 5. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be

filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

04

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Sharon Friedrichsen, Budget Manager

Subject: Contract: Downtown Berkeley YMCA for Fitness Center Memberships for City Employees

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract **and** any amendments with the Downtown Berkeley YMCA in the amount of $161,280 for fitness center memberships for City employees for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACTS OF RECOMMENDATION

Fiscal Year	Members	Monthly Rate	Annual Rate
FY 2025	280	$ 48	$ 161,280
FY 2024	226	$ 48	$ 130,176

The cost of the FY2025 contract is budgeted at $161,280, which represents the City's monthly cost of membership ($48) for 280 members for 12 months. The FY 2025 contract represents an increase of $31,104 from the FY 2024 contract. The increase is due to the number of memberships increasing from 226 members to 280 members. Although the contract cost of $161,280 for FY 2024 is based on 280 memberships, this amount is a flat fee for the duration of the fiscal year regardless of whether memberships increase or decrease during the fiscal year. The FY 2025 Budget includes funding for this contract in fringe benefit accounts in department budgets that is collected and paid out from the Payroll Deduction Trust Fund (Fund 013). The General Fund will cover approximately $72,278 of the contract cost and the remaining $89,002 will be covered by other funds.

CURRENT SITUATION AND ITS EFFECTS

The current agreement began on July 1, 2023 and ends on June 30, 2024. A new contract is needed for FY 2025, which will continue the memberships for City employees and Legislative Assistants at a low cost.

BACKGROUND

Since 1989, the City has had an agreement with the YMCA to provide low cost fitness memberships for City employees and officials.

The City's labor contracts require the City to pay 75% of the total membership cost and employees pay the remaining 25%. Beginning on July 1, 2023, the full membership cost was $64 per month, which meant the City's share was $48 per month and the employee's share was $16 per month. For FY 2025, the membership cost will remain at $64 per month.

This benefit is included in all of the collective bargaining agreements and would terminate at the same time as the longest union contract containing the benefit. The City would need to hold meet and confer sessions with the unions if it wishes to eliminate this benefit.

The Downtown Berkeley YMCA contract is a Strategic Plan Priority, advancing our goal to attract and retain a talented and diverse City government workforce.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

City contracts for personal services over $50,000 require authorization from the City Council before the City Manager can execute the contract.

ALTERNATIVE ACTIONS CONSIDERED

None

CONTACT PERSON

Sharon Friedrichsen, Budget Manager, 981-7000
Aram Kouyoumdjian, Director of Human Resources, 981-6800

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT: DOWNTOWN BERKELEY YMCA FOR LOW COST FITNESS CENTER MEMBERSHIPS FOR CITY EMPLOYEES

WHEREAS, the City has had an agreement with the Downtown Berkeley YMCA to provide low cost fitness memberships for City employees and legislative assistants; and

WHEREAS, the City's labor contracts require the City to pay 75 percent of the total membership cost; and

WHEREAS, the current agreement began on July 1, 2023 and ends on June 30, 2024 and a new contract is proposed for FY 2025; and

WHEREAS, the FY 2025 Budget includes funding for this contract in fringe benefit accounts in department budgets that is collected and paid out from the Payroll Deduction Trust Fund (Fund 013).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that that the City Manager is authorized to execute a contract and any amendments with the Downtown Berkeley YMCA for low cost fitness center memberships for City of Berkeley employees and legislative assistants for the period July 1, 2024 to June 30, 2025 in the amount not to exceed $161,280. A record signature copy of said contract and any amendments to be on file in the Office of the City Clerk.

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Henry Oyekanmi, Director, Finance

Subject: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on July 23, 2024

RECOMMENDATION

Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.

FISCAL IMPACTS OF RECOMMENDATION

Total estimated cost of items included in this report is **$4,525,000**

PROJECT	**Fund**	**Source**	**Amount**
Workers' Compensation Claims Administration Services	676	PROF SVCS - MGMT CONSULTING	$2,500,000
Portable Toilet Services	138 011	PROF SVCS – MISC PROF SVCS - MISC	$900,000
Analysis of ARPA Recovery Investment in the Berkeley Arts Sector and Economic Impact of the Arts in Berkeley	354	ARPA RCVRY	125,000
On-Call Planning and Environmental Services	621	PERMIT SVCS FUND	$1,000,000
Total:			$4,525,000

CURRENT SITUATION AND ITS EFFECTS
On May, 6, 2008, Council adopted Ordinance No. 7,035-N.S. effective June 6, 2008, which increased the City Manager's purchasing authority for services to $50,000. As a result, this required report submitted by the City Manager to Council is now for those purchases in excess of $100,000 for goods; and $200,000 for playgrounds and construction; and $50,000 for services. If Council does not object to these items being sent out for bid or proposal within one week of them appearing on the agenda, and upon final notice to proceed from the requesting department, the IFB (Invitation for Bid) or RFP (Request for Proposal) may be released to the public and notices sent to the potential bidder/respondent list.

BACKGROUND
On May 6, 2008, Council adopted Ordinance No. 7,035-N.S., amending the City Manager's purchasing authority for services

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The Finance Department reviews all formal bid and proposal solicitations to ensure that they include provisions for compliance with the City's environmental policies. For each contract that is subject to City Council authorization, staff will address environmental sustainability considerations in the associated staff report to City Council.

RATIONALE FOR RECOMMENDATION
Need for the goods and/or services.

ALTERNATIVE ACTIONS CONSIDERED
None.

CONTACT PERSON
Roopreet Soorma, Senior Buyer, Finance, 510-981-7311

Attachments:
1) Workers' Compensation Claims Administration Services
2) Portable Toilet Services
3) Analysis of ARPA Recovery Investment in the Berkeley Arts Sector and Economic Impact of the Arts in Berkeley
4) On-Call Planning and Environmental Services

Note: Original of this attachment with live signature of authorizing personnel is on file in General Services.

SPECIFICATION NO.	DESCRIPTION OF GOODS / SERVICES BEING PURCHASED	APPROX. RELEASE DATE	APPROX. BID OPENING DATE	INTENDED USE	ESTIMATED COST	BUDGET CODE TO BE CHARGED	DEPT. / DIVISION	CONTACT NAME & PHONE
24-11669-C	Workers' Compensation Claims Administration Services	July 22, 2024	August 22, 2024	The City is looking for a third-party administrator that will reduce the cost and duration of workers' compensation claims, process claims in a timely and professional manner, actively pursue subrogation, help return injured employees back to work, assist with lost time calculations and injury reporting, and maintain strong communications with the injured worker and the City.	$ 2,500,000.00	676-99-900-900-0000-000-472-612240	Human Resources/ Workers' Compensation	Benita Torres 510-981-6809
DEPT. TOTAL					**$ 2,500,000**			
24-11670-C	Portable Toilet Services	07/24/24	08/20/24	Rental and service of portable units for three years with two optional years of extension	$110,000/year (Parks services) $10,000/year (Special events) $60,000/year (Misc. addl services) $180,000/year $900,000/five years	138-52-542-567-0000-000-461-612990- 011-52-542-567-0000-000-461-612990- 011-52-541-598-5002-000-461-612990-	PRW / Parks	Bruce Pratt 981-6632
DEPT. TOTAL					**$ 900,000**			
24-11671-C	Analysis of ARPA Recovery Investment in the Berkeley Arts Sector and Economic Impact of the Arts in Berkeley	August 1, 2024	September 16, 2024	Contract with Consultant for Analysis of ARPA Recovery Investment in the Berkeley Arts Sector and Economic Impact of the Arts in Berkeley	**$ 125,000**	Fund 354	CMO/OED	Jennifer Lovvorn 981-7533
DEPT. TOTAL					**$ 125,000**			
24-11672-C	ON-CALL PLANNING AND ENVIRONMENTAL SERVICES	July 30, 2024	August 30, 2024	On-call consulting services to provide planning and environmental services, development application review, environmental review pursuant to the California Environmental Quality Act (CEQA), and technical report preparation.	**$ 1,000,000**	Fund 621	Planning Department	Claudia Garcia, cgarcia@berkeleyca.gov, (510) 981.7412
DEPT. TOTAL					**$ 1,000,000**			
TOTAL					**$ 4,525,000**			

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Scott Gilman, Interim Director, Health, Housing, and Community Services

Subject: Public Facility Improvement Program Funds for Insight Housing's (formerly Berkeley Food and Housing Project) Dwight Way Center

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to:

1. Reallocate $549,785 of FY24 Measure P funds from Insight Housing's (IH) Russel Street Residence rehabilitation project to their Dwight Way Center (DWC) rehabilitation project; and
2. Execute all resultant agreements and amendments with IH for the above-mentioned funds.

FISCAL IMPACTS OF RECOMMENDATION

On June 13, 2023 City Council authorized $4,500,000 to support the costs of purchasing and rehabilitating 1741, 1743, and 1747 Russell Street. Insight Housing purchased these Russell Street properties for $3,950,214.14 leaving $549,785 for rehabilitation, which is currently unspent. The remaining funding is in the Fiscal Year 2024 (FY24) Measure P budget (Fund# 011). The unspent FY 24 funds will be carried forward into FY25 as part of the year-end close and encumbrance rollover process.

CURRENT SITUATION AND ITS EFFECTS

Insight Housing is in the process of rehabilitating its Dwight Way Center (DWC) at 2140 Dwight Way, a three-story building that will provide permanent and interim housing once completed. Since the initial budget was developed, IH has experienced several unforeseen conditions requiring additional funding, including needing additional structural reinforcement to meet current code seismic reinforcement requirements, replacing the sewer line, and additional regulatory compliance requirements. In addition, the scope of the project was expanded to replace some of the bunk beds at the Women's Shelter with single beds in order to increase accessibility for people with limited mobility. This bed reconfiguration required a redesign of the 1st floor, including relocating the industrial kitchen. The additional requirements and expanded scope have resulted in a significant increase in construction costs. While IH's development team

engaged in value engineering to mitigate the increased cost, these changes also increased costs associated with architect and engineering services. Since the initial budget, the total project budget has increased to $3.2 million leaving a funding gap of more than $1.7 million.

While IH's Russell Street buildings need repairs and system upgrades due to their age and condition, IH reports that they have non-City funding to address the most urgent repairs that are needed now. The remaining rehabilitation will be initiated once funding becomes available. Due to the urgency and substantial funding gap for the DWC renovations, IH requested the City consider reallocating the remaining rehabilitation funds for their Russel Street buildings to the DWC project. Insight Housing intends to apply for Prop 1 funding to support Russel Street Residences when applications are released in early July 2024.

The City has an existing contract with IH in the amount of $680,196.50 to cover a portion of the costs associated with the rehabilitation of the 2nd floor at DWC. To decrease the funding gap, IH is requesting $1,387,086 in additional funds. The City has $450,000 available in Community Development Block Grants (CDBG), which is included in the CDBG specific recommendation for Council to consider at its July 23, 2024 meeting. The addition of the $549,785 in Measure P funds will bring the total contribution to Dwight Way Center to $1,679,981.50.

BACKGROUND

On June 13, 2023, City Council authorized $4.5M to IH to purchase and rehabilitate two adjacent parcels (located at 1741, 1743, and 1747 Russell Street). Insight Housing has since purchased these Russell Street properties.

Insight Housing's DWC has been closed to staff and participants since November 2022 due to a fire and subsequent rehabilitation/construction needs. Insight Housing's Women's Shelter was relocated to a temporary shelter in Emeryville. The City previously allocated $680,000 of CDBG public facility funds to this project on June 27, 2023 (Resolution #70,904 – N.S.) to address the major repairs needed, accessibility barriers, and safety issues throughout the building.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The IH DWC renovation project will increase energy efficiency by updating the electrical system, installing new windows, exhaust fans upgrade, and upgrading the light fixtures. It will also help preserve an existing historic building.

RATIONALE FOR RECOMMENDATION

The DWC is an important resource in Berkeley that has been unoccupied since November 2022 due to fire damage. Once completed, it will provide 73 beds for interim and permanent housing, including 15 Board and Care beds for adults with a severe

mental health diagnosis, 26 beds for Military Veterans, and 32 beds for unsheltered women, as well as an industrial kitchen to provide daily hot meals to all residents.

ALTERNATIVE ACTIONS CONSIDERED

Without additional funding the building rehabilitation will be further delayed, resulting in 73 less interim and permanent housing beds in Berkeley's system. Given the importance of completing this project as soon as possible, staff has not considered an alternative.

CONTACT PERSON

Jennifer Vasquez, Program Manager, HHCS, 510-981-5431

Attachments:
1: Resolution

RESOLUTION NO. ##,###-N.S.

APPROVAL OF CONTRACT WITH INSIGHT HOUSING FOR DWIGHT WAY CENTER REHABILITATION

WHEREAS, on July 13, 2021, City Council endorsed All Home's Regional Action Plan on Homelessness that includes a goal to reduce unsheltered homelessness by 75% by 2024; and

WHEREAS, on January, 16 2024, City Council extended Berkeley's Declaration of Homeless Shelter Crisis through January 17, 2029; and

WHEREAS, Insight Housing's Dwight Way Center is a significant permanent and interim housing resource in Berkeley and the completion of rehabilitation project will be significantly delayed without additional funding; and

WHEREAS, On June 13, 2023 City Council authorized $4,500,000 to support the costs of purchasing and rehabilitating 1741, 1743, and 1747 Russell Street; and

Whereas Insight Housing purchased the Russell Street properties for $3,950,214.14 leaving $549,785.86. The remaining funding is in the FY 2024 Measure P budget (Fund# 011); and

WHEREAS, Insight Housing will apply for Prop. 1 construction funding in July 2024 to complete repairs needed at Russell Street properties.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley and the City Manager or her designee is authorized to reallocate $549,785 of FY2024 Measure P funds from Insight Housing's (IH) Russel Street Residence rehabilitation project to their Dwight Way Center rehabilitation project; and

BE IT FURTHER RESOLVED that the City Manager, or her designee, is hereby authorized to execute all original or amended documents or agreements to effectuate this action; a signed copy of said documents, agreements and any amendments will be kept on file in Office of the City Clerk.

07

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Tess Mayer, Director of Library Services

Submitted by: Tess Mayer, Director of Library Services

SUBJECT: Appointment of Priscilla Villanueva to the Board of Library Trustees

RECOMMENDATION
Adopt a Resolution appointing Priscilla Villanueva to the Board of Library Trustees ("BOLT") for a term of four years beginning September 4, 2024.

FISCAL IMPACTS OF RECOMMENDATION
No fiscal impacts.

CURRENT SITUATION AND ITS EFFECTS
At the June 5, 2024 regular meeting of the Board of Library Trustees, Trustees voted to recommend that the City Council appoint Priscilla Villanueva for a 4-year term on the Board.

BACKGROUND
Pursuant to Section 30 of the Charter of the City of Berkeley, "[f]ive Library Trustees shall be appointed and may be removed by a vote of five members of the Council." BMC Section 3.04.010 further provides that "[t]he term of office of the members of the board shall be four (4) years." In addition, it is traditional that BOLT formally recommends to the City Council a preferred candidate for appointment.

The process BOLT undertakes to identify and recommend a candidate is to broadly promote the Board vacancy to the general public, review questionnaire responses, interview all candidates at a public meeting or meetings, and vote to recommend an applicant to the City Council for appointment. The Board of Trustees Vacancies Policy most recently updated in December 2023 outlines the process for selecting a nominee for appointment.

Trustee Selawsky's term formally ended on May 16, 2024. President Amy Roth appointed an ad hoc nominating subcommittee at the regular March 6 BOLT meeting: President Roth, Trustee Greene, and Secretary Mayer. The recruitment was originally open from March 18 to April 8, and extended through May 10 by the subcommittee. 24 total people applied: ten between March 18 and April 8, and another 14 between April 23 and May 10. The committee met on May 13 to review the applicant pool and to

recommend to the Board five candidates to interview, per the Board of Library Trustees Vacancies Policy.

CURRENT SITUATION AND ITS EFFECTS
Five people participated in the interviews scheduled on May 30, 2024.

On June, BOLT engaged in an informal discussion of the candidates, followed by a vote.

BOLT's recommendation will be referred to City Council. A majority vote of all the members of the City Council is required to appoint a member to the board.

The new Trustee's term is anticipated to begin November 8, 2023.

After thoughtful consideration, BOLT voted to approve Resolution No. R24-080 (Attachment 2), recommending that the City Council appoint the preferred candidate, Priscilla Villanueva, to the Board of Library Trustees. Vote: Ayes: Trustees Ami, Hahn, Roth. Noes: None. Abstentions: Greene, Selawsky.

ENVIRONMENTAL SUSTAINABILITY
Not applicable.

RATIONALE FOR RECOMMENDATION
The City Council needs to appoint a new Trustee for a 4-year term to fill the current vacancy, fulfilling the Charter requirement that the Board consist of five members. Priscilla Villanueva has been recommended by the BOLT and exceeds the stated qualifications and experience desired in a Trustee, including (1) a demonstrated commitment to equity, diversity and inclusion, (2) executive leadership, business, financial and administrative skills, (3) leadership experience in community-based, non-profit, or government agencies, and (4) strong public library advocacy and a passion for lifelong learning and community engagement.

ALTERNATIVE ACTIONS CONSIDERED
None.

CONTACT PERSON
Tess Mayer, Director of Library Services and Secretary to the Board of Library Trustees
510-981-6195

Attachments:
1. Trustee Appointment Process Report from June 5 meeting
2. Board of Library Trustees Resolution No. R24-080
3. Priscilla Villanueva BOLT application
4. Board of Library Trustees Vacancies Policy
5. BOLT Selection Criteria Summary

RESOLUTION NO. ##,###-N.S.
APPOINTMENT OF PRISCILLA VILLANUEVA TO THE BOARD OF LIBRARY TRUSTEES

WHEREAS, the Board of Library Trustees consists of five members appointed by the City Council to serve four-year terms; and

WHEREAS, the Board of Library Trustees currently has an open position to be filled by the City Council; and

WHEREAS, the Board of Library Trustees undertook a robust recruitment effort to identify a candidate to recommend for appointment by the City Council to fill the current opening on the Board; and

WHEREAS, Trustee Selawsky's four-year term ended on May 16, 2024; and

WHEREAS, during the March 6, 2024 meeting of the Board of Library Trustees (BOLT), the Board instructed staff to begin solicitation for applications to fill the upcoming vacancy; and

WHEREAS, the Board of Library Trustees directed staff to issue a press release, advertise on website, at all library locations, in newsletter, and as an insert with City Councilmember communications to constituents; and

WHEREAS, the City Clerk's Office of the City of Berkeley received 24 applications from interested parties; and

WHEREAS, the Board of Library Trustees interviewed 5 of the applicants during a special BOLT meeting on May 30, 2024; and

WHEREAS, the Board of Library Trustees held discussion, shared nominations, and voted on the nominees during a regular BOLT meeting on June 5, 2024; and

WHEREAS, the Board recommends Council set the conditions for this appointment as a 4-year term with the effective date of September 4, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the preferred candidate Priscilla Villanueva be appointed to the Board of Library Trustees beginning September 4, 2024.

ADOPTED by the City Council of the City of Berkeley during a regular meeting held on July 23, 2024.

IV Action Calendar
Item A

ACTION CALENDAR
June 5, 2024

To: Board of Library Trustees

From: Tess Mayer, Director of Library Services

Subject: Recommendation to City Council on appointment of Trustee to serve a four-year term to fill vacancy left by the ending of Trustee Selawsky's second term.

INTRODUCTION
With the end of Trustee Selawsky's term scheduled to occur in mid-May, the Board initiated the process to fill this vacancy in March. Under the revised Board of Library Trustees Vacancies Policy, the President of BOLT appointed an ad hoc trustee nominating sub-committee to initiate the process. The process has continued and candidate interviews were conducted on May 30, 2024.

FISCAL IMPACT
None.

BACKGROUND
Trustee Selawsky's term was scheduled to end on May 16, 2024. Although the City Council reserves the right to appoint and remove Library Trustees by a vote of five members of the Council, BOLT assists in the process by submitting a recommendation for appointment to the City Council for approval. The Board of Trustees Vacancies Policy most recently updated in December 2023 outlines the process for selecting a nominee for appointment.

CURRENT SITUATION AND ITS EFFECTS
President Amy Roth appointed the ad hoc nominating subcommittee at the regular March 6 BOLT meeting. The recruitment was originally open from March 18 to April 8. Committee members President Roth, Trustee Greene, and Secretary Mayer met on April 19 to review the applicant pool and discuss. They decided to reopen the recruitment for three more weeks, through Friday, May 10, in order to allow time for additional outreach to prospective candidates and ensure as diverse an applicant pool as possible. 24 total people applied: ten between March 18 and April 8, and another 14 between April 23 and May 10.

The committee met again on May 13 to review the applicant pool and to recommend to the Board five candidates to interview, per the Board of Library Trustees Vacancies Policy.

A special meeting was scheduled in May to allow for the Board to meet and establish the tax rate for the upcoming fiscal year. Candidate interviews were held on May 30, at the same meeting. Five people were scheduled to be interviewed.

At the June 5 regular BOLT meeting, the trustees will vote on which candidate they recommend for nomination to the City Council, following discussion.

The voting will proceed as follows, as enumerated in the Board of Library Trustees Vacancies Policy:

1) The President calls for nominations for the Trustee vacancy. Every Board member has the opportunity to share their nomination for the vacancy at this time, in the beginning of the process. No one is required to make a nomination.

2) A random voting order for each name is established.

3) Each Trustee receives one vote per round.

4) When each name is called, Trustees may vote yes, no, or abstain.

5) Any candidate that receives three votes will be the nominee for the BOLT vacancy that will be submitted to City Council.

6) The candidates that follow the candidate having received three votes will not be the nominee.

7) If no one receives a majority of the votes, the President will call for nominations for a second round.

8) A random voting order for each name will be established again.

9) The process will continue until a candidate receives a majority (three) of the votes.

The new Trustee's term is anticipated to begin in Fall of 2024.

FURTHER ACTION
BOLT's recommendation will be referred to City Council. A majority vote of all the members of the City Council is required to appoint a member to the board.

CONTACT PERSON
Tess Mayer, Director of Library Services, 510-981-6195

Attachments:
1. Resolution
2. Candidate list
3. BOLT Selection Criteria Summary
4. Board of Library Trustees Vacancies Policy updated 12/06/23

BOARD OF LIBRARY TRUSTEES

RESOLUTION NO: R24-080

RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF BERKELEY REGARDING THE PREFERRED CANDIDATE TO FILL THE TRUSTEE VACANCY ON THE BOARD OF LIBRARY TRUSTEES EFFECTIVE SEPTEMBER 4, 2024

WHEREAS, Trustee Selawsky's four-year term ended on May 16, 2024; and

WHEREAS, during the March 6, 2024 meeting of the Board of Library Trustees (BOLT), the Board instructed staff to begin solicitation for applications to fill the upcoming vacancy; and

WHEREAS, the Board of Library Trustees directed staff to issue a press release, advertise on website, at all library locations, in newsletter, and as an insert with City Councilmember communications to constituents; and

WHEREAS, the City Clerk's Office of the City of Berkeley received 24 applications from interested parties; and

WHEREAS, the Board of Library Trustees interviewed 5 of the applicants during a special BOLT meeting on May 30, 2024; and

WHEREAS, the Board of Library Trustees held discussion, shared nominations, and voted on the nominees during a regular BOLT meeting on June 5, 2024; and

WHEREAS, the Board recommends Council set the conditions for this appointment as a 4-year term with the effective date of September 4, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Library Trustees of the City of Berkeley recommends to the City Council of the City of Berkeley that the preferred candidate Priscilla Villanueva be appointed to the Board of Library Trustees beginning September 4, 2024.

ADOPTED by the Board of Library Trustees of the City of Berkeley during a regular meeting held on June 5, 2024.

AYES:	Trustees Ami, Hahn, Roth
NOES:	None
ABSENT:	None
ABSTENTIONS:	Trustees Greene, Selawsky

Amy Roth, President

Tess Mayer, Director of Library Services
Serving as Secretary to the Board of Library Trustee

CITY OF BERKELEY - CITY CLERK
2024 APR 8 AM 11:47

APPLICATION FOR APPOINTMENT TO BERKELEY BOARDS AND COMMISSIONS

Redistricting Commissioners may not be eligible to serve. Contact the City Clerk to verify.

NAME: Priscilla M. Villanueva

PREFERRED PRONOUN(S): She/her

RESIDENCE ADDRESS: Berkeley, California 94708
Street City Zip

BUSINESS NAME/ADDRESS: Gap, Inc.

San Francisco CA 94105
Street City Zip

EMAIL ADDRESS:

OCCUPATION/PROFESSION: Senior Counsel, Innovation and Contracts (Attorney)

HOME PHONE: **BUSINESS PHONE:**

I have been a resident of Berkeley since: 2011

I am interested in being considered for appointment to the following Berkeley board(s)/commission(s):

Name of board/commission: Berkeley Public Library

Name of board/commission:

List any qualifications (work experience, education, attributes and training) which you feel would provide positive input to the work of the commission and the reason why you are interested in being appointed:

In my role as an in house attorney with a technology focus, I am in the unique position of being both risk assessor and valuable strategic business advisor to my business partners. I've worked at differently sized companies with different needs and am able to adjust my approach based on what's required in the moment and for that context. I'm also an avid user and supporter of the public library and want to serve my community.

Please use another sheet of paper, if necessary.

The following individuals are qualified to comment on my capabilities:

NAME	ADDRESS	PHONE NO

*****PLEASE COMPLETE DEMOGRAPHIC SURVEY *****

Please indicate gender: ☐ **Male** ☑ **Female** ☐ **Nonbinary** ☐ **Prefer not to say**
Please indicate whether you are currently a student: ☐ **Yes** ☑ **No**
Please indicate the racial / ethnic category which you most closely identify with below (*response optional - please check only one category*):

- ❑ ***WHITE (not of Hispanic or Latino origin):*** All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East
- ❑ ***BLACK or AFRICAN AMERICAN (not of Hispanic or Latino origin):*** All persons having origins in any of the Black racial groups of Africa
- ❑ ***HISPANIC or LATINO:*** All persons of Central / South America or other Spanish culture or origin, regardless of race
- ❑ ***ASIAN (not of Hispanic or Latino origin):*** All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent. This includes, Cambodia, China, Japan, India, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
- ❑ ***AMERICAN INDIAN / ALASKAN NATIVE (not of Hispanic or Latino origin):*** All persons having origins in any of the original peoples of North, Central, and South America, and who maintain cultural identification through tribal affiliation or community recognition.
- ❑ ***NATIVE HAWAIIAN / PACIFIC ISLANDER (not of Hispanic or Latino origin):*** All persons having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands
- ❑ ***TWO or MORE RACES (not of Hispanic or Latino origin):*** All persons who identify with more than one of the above six races

*The City of Berkeley's Conflict of Interest Code requires members of all City of Berkeley Commissions except the Youth Commission and Commission on Status of Women to file Statements of Economic Interests – FPPC Form 700. The Form 700 is a public document. For more information, please contact the City Clerk's Department at 981-6900, or visit our website at https://berkeleyca.gov/your-government/public-records/conflict-interest-reports.

AFFIDAVIT OF RESIDENCY*

I, Priscilla M. Villanueva, hereby declare, under penalty of perjury, that I am a resident of the City of Berkeley. I understand that, with the exception of a temporary relocation outside of Berkeley not to exceed six months, I may no longer serve on a Berkeley Commission should this cease to be true.

Signature of Applicant: _____ Date: 4/8/24

*Not required for Police Accountability Board, Loan Administration Board, Elmwood BID Advisory Board, Solano BID Advisory Board, or BUSD appointees

Return this form to the City Clerk Department: 2180 Milvia Street, Berkeley, 94704

APPOINTMENT FORM - BOARDS AND COMMISSIONS
(For Mayor and Council use only)

MAYOR/COUNCILMEMBER _____

NAME OF APPOINTEE _____

RESIDENCE ADDRESS _____
Street City Zip

BUSINESS NAME/ADDRESS _____
Name

_____
Street City Zip

EMAIL ADDRESS _____

OCCUPATION/PROFESSION _____

HOME PHONE: _____ **BUSINESS PHONE:** _____

Check appropriate box: ☐ **New Appointment** ☐ **Reappointment** ☐ **Temporary Appt.**

Temporary Appt.: From (date) _____ **To (date)** _____
(only if appointing for more than one meeting)

Please send mail to: ☐ **Home** ☐ **Business**

Please indicate the name of the board/commission to which you are appointing this individual

Board/Commission Name: _____

****Please indicate the SPECIAL CATEGORY being fulfilled, if appointment is to ANY of the following boards or commissions:*** Elmwood BID Advisory Board, Human Welfare & Community Action Commission, Loan Administration Board, Solano Avenue BID Advisory Board.

Special Category _____

Signature: _____ **Date:** _____
Mayor/Councilmember

For Mayor/Councilmember and City Use Only:

Interview Date	Appoint. Date	Process Date

BERKELEY PUBLIC LIBRARY

SUPPLEMENTAL QUESTIONNAIRE FOR THE BERKELEY BOARD OF LIBRARY TRUSTEES

In addition to filling out the "Application for Appointment to Berkeley Boards and Commissions", candidates are requested to provide additional information to assist the Board of Library Trustees in their process to recommend names to the City Council.

1. Describe your interest in serving as a Library Trustee.

I have lived in Berkeley for 13 years and there's one universal comment that people mention to me when I tell them I live in Berkeley: it's that the library system is incredible. I couldn't agree more. I've been an avid user of the library since moving to Berkeley. I would love to do what I can to ensure it maintains its incredible reputation and to continue to evolve and grow its programs in service to the mission of being place of learning and knowledge for all Berkeley residents. My selfish reason for wanting to be a Library Trustee is that I am looking for ways to be more engaged with my community and to be in a position of service. Simply put, I would like to help where my talents and expertise are needed.

2. What qualities do you consider necessary for an effective Trustee, and how do you demonstrate those qualities?

An effective trustee would have a great understanding of the diverse community that it serves. That means that the person in this position should have a lot of empathy, the ability to manage competing interests in a fair and reasonable manner, a high level of professionalism while also being authentic in their dealings with fellow board members and any other community members that they meet in performance of their duties. These traits are not unlike the traits that have made me successful in my career. I've made it okay for other to be themselves around me, and that's really helped me in navigating situations where not everyone (and perhaps no one) is going to be 100% satisfied with the outcome. They may not be happy about the outcome, but they will be happy about how they were heard. It would also help to have an avid interest in reading, and books in general - at all levels and of all types. Diversity in content, not just the community.

3. Provide examples of current or previous community service and leadership roles.

This would be my first community service role in Berkeley, but I donate pro bono time to national election protection charities. In terms of leadership roles, I serve on Gap Inc's Legal Diversity Equity and Belonging committee who's mission is to promote diversity programs in our use of outside counsel and in our recruiting of attorneys and law clerks. I am a great fan of mentorship at all levels - anyone can be a leader. Formal positions aren't required, and I proudly serve as a career mentor to several individuals throughout my network.

4. What do you see as the Library's role in the community now and in the future?

The library is critical in ensuring that the community is informed about technical developments related to its mission, and one of those developments includes artificial intelligence. As my professional role involves being on the cutting edge and advising business partners of the risks and rewards associated with these technologies, I am in the unique position of being able to advise the library on its use of developing technologies, and also develop programs that keep the public informed about how applicable technological advancements relate to them through the library system. This is an unbelievably critical time in our history, and we haven't seen anything like it since the rise of the internet. I would like to contribute to keeping the library and its patrons up to speed in these developments and help guide the ethical and inclusive use of such developing technologies into the future.

*Please return this form and the **Application for Appointment to Berkeley Boards and Commissions** to the Office of the City Clerk*

BERKELEY PUBLIC LIBRARY POLICIES

ORIGINAL DATE:	05/04/2022
BOLT Resolution #:	R22-025
REVISED DATE:	12/06/2023
BOLT Resolution #:	R23-056
PAGE:	1 of 3

SUBJECT: Board of Library Trustees Vacancies Policy

I. PURPOSE

Pursuant to Section 30 of the Charter of the City of Berkeley (the "Charter"), "five Library Trustees shall be appointed and may be removed by a vote of five members of the Council and one of such trustees must be appointed by the Council from its own members."

When a Board of Library Trustees ("BOLT") vacancy has occurred or is planned to occur, the Board of Library Trustees can assist the City Council by facilitating a nomination process. This policy enumerates that process.

II. POLICY

A. **Ad-hoc Trustee Nominating Sub-committee -** When a BOLT vacancy has occurred or is planned to occur, the President of BOLT will appoint an ad hoc trustee nominating sub-committee to identify candidates. The Library Director as Secretary to BOLT will assist the sub-committee.

B. **Candidate Search Objectives -** The sub-committee's purpose will be to ensure that nominations are inclusive and broadly represents the diverse perspectives of the community. The sub-committee will seek candidates with varied backgrounds, knowledge, abilities, expertise, and networks that can advance the Mission and Vision of the Library. The search objectives include finding candidates able to carry out the trustee role, functions, and duties, as described in the BOLT Bylaws.

C. **Search Process -** The sub-committee will convene to take account of current BOLT needs and to schedule the process for its purposes. The process will include the creation and posting of a vacancy announcement, the application period, the review of candidates, the recommendation to BOLT, and action taken by BOLT.

D. **Vacancy Announcement -** The sub-committee will write an announcement that BOLT is seeking interested parties, including the requirements thereof, the manner and form of applying, and the due date for submission of applications; the sub-committee, working with the Library Director and the City, and with the approval of BOLT, will advertise the call for interest.

E. **Application Procedure -** For consideration, any applicant must be a resident of the City of Berkeley, California. Applicants must submit a resume and a supplemental statement of interest that addresses questions or topics enumerated by the ad hoc trustee nominating sub-committee.

F. **Review of Candidates -** The sub-committee will review each application based on the applicant's submitted information. The purpose of the review is to identify nominees that meet the search objectives, will be able to carry out the duties and functions of the Trustee as stated in the Bylaws, will advance the Vision and Mission of the Library, and will be a resource for collaboration and partnerships on behalf of the Library.

G. **Nominations –** The sub-committee will provide a summary of its process, evaluation, and recommendation of no more than five candidates to be interviewed by BOLT for action and furtherance to the Council. The vote on candidates for nomination will take place at the meeting following the meeting during which the candidates are interviewed. A recommendation from the ad hoc trustee nominating sub-committee or the full Board is not binding.

In the event that BOLT votes on multiple candidates, the voting will proceed as follows:

1. The President calls for nominations for the Trustee vacancy. Every Board member has the opportunity to share their nomination for the vacancy at this time, in the beginning of the process. No one is required to make a nomination.
2. A random voting order for each name is established.
3. Each Trustee receives one vote per round.
4. When each name is called, Trustees may vote yes, no, or abstain.
5. Any candidate that receives three votes will be the nominee for the BOLT vacancy that will be submitted to City Council.
6. The candidates that follow the candidate having received three votes will not be the nominee.
7. If no one receives a majority of the votes, the President will call for nominations for a second round.
8. A random voting order for each name will be established again.
9. The process will continue until a candidate receives a majority (three) of the votes.

If BOLT is voting on a motion to nominate a single candidate, the standard procedures to vote on a motion will be followed.

H. **Inability to Serve** - Should the recommended nominee be unable to serve, BOLT will follow the following procedure:

1. The President appoints a new nomination subcommittee
2. Staff sends a letter to all current applicants (or a specific subset) and asks if they would like to be considered again, due to the change in the original recommendation
3. The new Subcommittee reviews the applicants still in the pool, and either:
    a. Recommends up to five for consideration by the full board - OR -
    b. Recommends that a new process be initiated, that would allow both past applicants, and new applicants, to participate

4. On the basis of the recommendation by the subcommittee, the staff either coordinates interviews for the next possible BOLT meeting, schedules a special meeting to conduct interviews, or reinitiates the recruitment process from the beginning.

Reviewed by:		12/12/23
	Director of Library Services	Date
Approved by:	Amy Roth	12/12/23
	Chair, Board of Library Trustees	Date

Board of Library Trustees,
Selection Criteria Summary

Desired Qualifications:

- Candidates should be public library champions, passionate about lifelong learning and community engagement.
- A demonstrated commitment to equity, diversity and inclusion is essential.
- Candidates with executive leadership, technology, business, financial management and/or administrative skills are encouraged to apply.
- Candidates with leadership experiences in community-based, non-profit, or government agencies

General Qualifications

- Demonstrated interest in and enthusiasm for the library
- Readiness to devote time and effort
- An open mind coupled with respect for the opinion of others and, a steadfast belief in intellectual freedom and privacy.
- Ability to plan creatively.
- Courage to withstand pressures and resist influences based on prejudice
- Ability to analyze the business and administrative procedures, and to be part of the accountability process to the public and provide oversight.
- Possession of common sense
- Reflects the diversity of the Berkeley community, including a diversity of experiences working in different sectors of the community as well as age, ethnicity, religion, gender identities, abilities, and sexual orientation
- Willing and able to work with management, staff and the union.

Practical background and/or direct experience in one or more of these areas is desirable:

- Involvement in community organizations
- An understanding of local government operations, of public boards, and commissions; previous experience highly valued
- An interest in long-range planning
- Personal experience in one or more of these areas:
    - Education
    - Architecture/Construction Accounting/Finance Business
    - Personnel management Technology Law/Government
    - Humanities
    - The Arts
- Availability and openness to the public

08

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Scott Ferris, Director, Parks, Recreation & Waterfront

Subject: License Agreement: Masaba LLC., DBA Roaming Bean Coffee Vendor at the Waterfront

RECOMMENDATION
Adopt a Resolution authorizing the City Manager to execute a license agreement with Roaming Bean Coffee to operate at the Berkeley Waterfront for a three-year term, ending July 31, 2027.

FISCAL IMPACTS OF THE RECOMMENDATION
The annual license fee for this agreement is $3,720 with an additional one-year option with a 3% escalator, generating a total of $7,552. Funds will be deposited into Marina Fund Budget Code 825-5903-363-80-00.

CURRENT SITUATION AND ITS EFFECTS
Roaming Bean Coffee (Masaba LLC) is currently in a month-to-month status under a Park Permit. Roaming Bean Coffee at the South Cove area has provided reliable customer service to the public at the Berkeley Waterfront in the form of bespoke coffee drinks, waters, and small prepackaged snacks, and is an appropriate public amenity at the Waterfront. Staff recommends Council approval of the new license agreement with Masaba LLC., DBA Roaming Bean Coffee Vendor at the Waterfront.

BACKGROUND
Roaming Bean Coffee has been operating at the Waterfront under a Park Permit since July, 2023 with good success. Waterfront visitors have shared with staff that Roaming Bean Coffee has enhanced their enjoyment of their visits. The Coffee Cart has also attracted new users to the Waterfront. Jasraj Sangha, owner of the Roaming Bean Coffee, has provided service at numerous PRW events, including the Waterfront Scavenger Hunt, the Berkeley Bay Festival, and the Ribbon Cutting event at the Waterfront in December.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The proposed license contains a requirement that tenants shall follow all environmental rules and regulations as they apply to City agencies. Specifically, licensee is required to

minimize waste, recycle, and compost, as per Recycling and Composting Guidelines for City Buildings.

RATIONALE FOR RECOMMENDATION

Under a short-term permit, the Roaming Bean Coffee Cart at the Berkeley Waterfront has provided reliable customer service to the public in the form of coffee and other hot beverages, waters, and prepackaged snacks. A license agreement will allow the vendor to provide more service to the public.

CONTACT PERSON

Ali Endress, Waterfront Manager, (510) 981-6737

Attachments:

1: Resolution

Exhibit A: License Agreement

RESOLUTION NO. -N.S.

LICENSE AGREEMENT: MASABA, LLC. DBA ROAMING BEAN COFFEE TO OPERATE A COFFEE SERVICE AT THE BERKELEY WATERFRONT FOR A THREE YEAR TERM

WHEREAS, Masaba, LLC., DBA Roaming Bean Coffee has been operating at the Waterfront under a Park Permit since July, 2023, and remains in a month-to-month status until a license can be executed; and

WHEREAS, the Roaming Bean Coffee Cart at the Berkeley Waterfront has provided reliable customer service to the public in the form of coffee and other hot beverages, waters, and prepackaged snacks; and

WHEREAS, the annual license fee for this agreement is $3,720 with an additional one-year option with a 3% escalator, generating a total of $7,552. Funds will be deposited into Marina Fund Budget Code 825-5903-363-80-00.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a license agreement and any amendments with Masaba, LLC, DBA Roaming Bean Coffee, at the Berkeley Waterfront for one year with an additional one-year option. A record signature copy of said agreement and any amendments to be on file in the Office of the City Clerk (Exhibit A).

Exhibit A: License Agreement

Exhibit A

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**Agreement**") dated for reference purposes as of the last signature date, below, ("**Effective Date**"), is entered into by and between the CITY OF BERKELEY, a charter city organized and existing under the laws of the State of California ("**City**") and Masaba, LLC., a California limited liability company doing business as Roaming Bean Coffee, at 124 University Avenue, in Berkeley, California, with a Business mailing address of 1099 Regatta Point, Hercules, CA, 94547 ("**Licensee**").

1. LICENSE

a. City hereby grants a non-exclusive license ("**License**") to Licensee, subject to all the terms and conditions herein, for the Licensee's use of the City's property located at the Premises at the South Cove Concrete Pad at 124 University Avenue, Berkeley, California, (the "**License Area**"), as more particularly described in and shown on the map attached hereto as Exhibit A and made a part hereof. City hereby reserves the right to use or allow third parties to use the License Area for Waterfront related activities and public restroom use, if deemed necessary by the City Manager or their designee.

b. Licensee may use the License Area solely for the operation of a small, non-permanent coffee stand to enhance the public space through the provision of for-sale coffee, cocoa and non-alcoholic beverages with pre-prepared food items and ancillary merchandise as more particularly described in Exhibit B, attached hereto and made a part hereof, and for no other purpose. If Licensee fails to use the License Area for such purposes or uses the License Area for unauthorized purposes, City may, in its sole discretion, immediately terminate this Agreement.

c. Licensee acknowledges that this Agreement grants Licensee the personal privilege to occupy and use the License Area for the purposes stated herein, but does not convey an estate in land or a leasehold interest in the License Area, nor does it create a landlord/tenant relationship.

d. Licensee agrees that neither City nor anyone acting on City's behalf has made any representation or warranty of any kind or nature whatsoever respecting the physical condition of the License Area, its suitability for Licensee's use, or any other matter relating to the License Area (including, but not limited to, the environmental condition of the License Area) or this Agreement, and Licensee accepts the License Area in its "AS-IS CONDITION AND WITH ALL FAULTS."

2. TERM

This Agreement shall take effect only upon approval by the City Manager (the "**Effective Date**") and execution by both City and Licensee, subject to the following:

a. The term of the License shall expire at midnight on September 30, 2025 ("**Termination Date**"). Each one-month period that ends on the last day of the calendar month shall be considered a "**License Month**" and the First License Month shall be the period from the Effective Date until August 31, 2024. For purposes of determining the fee under Section 3 below, any partial month shall be pro-rated based on the number of days in the month.

b. Either party may terminate this Agreement for any reason or for no reason with ninety (90) days' prior written notice to the other party.

c. In addition, the City has the right to terminate this Agreement by written notice to Licensee in the event of Licensee's failure to comply with any of the terms and conditions herein set forth or if, in the City Manager's exercise of reasonable discretion, revocation is necessary in the interest of public health or safety.

d. Option to Extend Term. Tenant has an option to extend this license agreement for one (1) year. During option period, rent will increase by three percent (3%), to ($319.30/month).

e. If, after expiration of the term, Licensee continues in possession and the City does not object, all provisions of the Agreement shall continue in effect, subject to the following: (1) the Agreement and License shall be on a month-to-month basis, with a 3% escalation per year, and shall be terminable by either party upon thirty (30) days prior written notice..

3. FEE

In consideration for the rights conveyed by this Agreement, Licensee shall pay to City a fee of Three Hundred and Ten Dollars ($310) per month, payable in advance on the first day of each month of each License Year. Licensee shall make payments to City as provided in Exhibit C, attached hereto.

4. SECURITY DEPOSIT

A security deposit in the amount of one month's Fee is required.

5. NOTICES

A written notice shall be deemed served upon (i) personal delivery or delivery by a nationally recognized overnight courier; or (ii) three days after mailing said notice to the other

party and depositing the same with the U.S. Post Office, first class mail, with postage paid. For purposes of this Agreement, all notices to the City shall be addressed to:

City of Berkeley
Real Property Administrator
1947 Center Street, 4th Floor, Suite 400
Berkeley, CA 94704

with a copy sent to:

Waterfront Manager
Parks Recreation and Waterfront Department
Marina Office
201 University Avenue
Berkeley, CA 94710

For purposes of this Agreement, all notices to Licensee shall be addressed to the address below. Licensee shall promptly notify City of any change of address.

Masaba, LLC.
Attn: Kanwar Jasraj Sangha
1099 Regatta Point
Hercules, CA, 94547

6. MAINTENANCE AND ALTERATIONS

a. Licensee shall, to the City's satisfaction, maintain the License Area, and any improvements thereto, in good order, condition and repair and reasonably free and clear of all debris, trash and rubbish.

b. Except as set forth in this Section, Licensee shall not construct any facilities or improvements, install any equipment, or make any alterations to the License Area without the City's prior written consent. Licensee, at its expense, may install the following improvements on the timetable indicated and will obtain all necessary approvals and permits, subject to compliance with applicable environmental laws, including the California Environmental Quality Act:

- Over the term of this License, Licensee may conduct the following non-permanent "placements" in the License Area, subject to the specifications in Exhibit E.
    i. Concession Stand:
        1. Placement of a 10-foot long by 8.5-foot-deep by 9-foot tall non-permanent "Concession Stand" in the location described in Exhibit A.

2. Placement of an integrated closure of the gap between the Concession Stand and the walls of the adjacent structure.
3. A City-Approved power cord, painted to match the adjacent building or container color, and placed along the approved path for electrical, shown in Exhibit A.
4. Placement and plug-in of the power cord from the exterior of the adjacent building to the equipment within the Concession Stand.
5. Provision of a replacement vent panel for the adjacent structure, cut to include a 2x2 inch space for the power cord, and provided to the City to install. Licensee shall coordinate with the city to identify a vent substantially the same to existing.

ii. Coffee Cart:
    1. Placement of a rolling "Roaming Bean Coffee Cart" under a 10x10 foot metal and fabric canopy is permitted in place of the "concession stand" described above.

iii. Solar Powered Vending Station:
    1. Placement of a non-permanent solar powered vending station may be considered in place of the Container or Coffee Cart described above, if detailed plans and drawings are submitted to the City, and if the City issues subsequent authorization in writing. Approval shall be at the sole discretion of the City.

iv. All improvements shall be non-permanent and shall not leave any lasting impacts or changes on the premises. The Coffee Cart may exist within the Container or the Solar Powered Vending Station, but no two non-permanent structures serving the purpose of this Agreement may exist outside of the footprint of one another. This shall not preclude the Coffee Cart from operating under a special event permit elsewhere at the Waterfront at the same time as the coffee vendor use is operating out of the Container at South Cove.

Licensee shall be solely responsible for, and shall pay costs of, all approved "placements" at existing facilities used by Licensee. Upon termination or expiration of this Agreement, City may require Licensee to remove some or all approved "placements" upon the License Area by Licensee. If Licensee fails to remove such "placements" within 10 days following City's demand therefor, City may arrange to have such alterations and improvements removed and may recover costs of such removal from Licensee. Any and all improvements to the License Area which City does not require to be removed shall remain in place and become the property of the City.

7. CITY ACCESS AND ENTRY TO THE LICENSE AREA

City, its agents, employees, and representatives, shall have the right to enter the License Area at any time, provided such entry does not cause unreasonable interference with Licensee's activities.

8. USE OF PUBLIC PROPERTY; RISK OF LOSS

a. Licensee shall keep any public and/or common areas adjacent to the License Area free and clear of any obstructions, barricades or barriers placed or created by Licensee or resulting from Licensee's operations or use of the License Area. Any line-queuing by customers shall be kept off the adjacent San Francisco Bay Trail.

b. Except as otherwise expressly provided in this Agreement, Licensee agrees that it is not a covenant or condition of this Agreement or of any other agreement between City and Licensee that City undertake or cause to be undertaken any development or redevelopment of the License Area or surrounding areas or any improvement thereto, and City shall incur no liability whatsoever to Licensee for failure to undertake such development or redevelopment.

c. City at all times shall have the right and privilege of making such changes in and to the License Area and to the public and/or common areas adjacent to the License Area which City deems to be desirable or appropriate, including the location and relocation of stairways, sidewalks, pathways, driveways, streets, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities; provided, however, that the foregoing is not intended to entitle City to unreasonably effect changes that would materially and adversely affect access to or visibility of the License Area, except temporarily during periods of construction. City shall have the right to establish, promulgate and enforce such reasonable rules and regulations concerning the License Area and adjacent areas as it may deem necessary or advisable for the proper, safe and efficient management, operation, maintenance and use thereof, and Licensee shall comply with the same.

d. City at all times shall have the right to lease, license or permit the use of space within the License Area and adjacent areas to persons for water-related uses if deemed necessary for the management and operation of the Berkeley Waterfront.

e. Nothing contained herein shall be deemed to create any liability to City for any personal or bodily injury or death, or any damage to motor vehicles, vessels, or other property of Licensee's principals, partners, shareholders, members, employees, contractors or representatives, unless solely caused by the sole active negligence or willful misconduct of City, its agents, servants or employees. Licensee is solely responsible for the security of the License Area, and for the safety of those using the License Area. Licensee acknowledges that if City provides security or police

patrols for the License Area or any portion thereof, City does not represent, guarantee or assume responsibility that Licensee or any person or entity will be secure from losses, injury or death caused by the acts of third parties and does not assume responsibility for any such acts. To induce City to provide such security, if any, as City in its sole discretion deems reasonable, appropriate and economically feasible, Licensee hereby waives any present or future claims Licensee may have against City, whether known or unknown, for bodily injury, death or property damage or loss arising from the performance of such security or policing activities. City shall not be obligated to provide any public liability or property damage or loss insurance for the benefit of Licensee or any other person or entity.

f. Licensee acknowledges that City holds the License Area property and the Marina in trust pursuant to Chapter 347 of the California Statutes of 1913, as amended (the "**Grant**") subject to the conditions, restrictions, limitations, right, powers, duties, reversionary rights and other rights created or reserved in the Grant. Licensee agrees that, notwithstanding anything in this Agreement to the contrary, Licensee shall use the License Area consistently with, and in a manner that will not result in a violation of the Grant or of the provisions of the Berkeley City Charter, California law and/or the California Constitution.

g. City reserves to itself the right to grant to others in the future nonexclusive utility easements over, under, through, across or on the License Area in locations that will not unreasonably interfere with Licensee's access to or use of the License Area. Licensee shall be given reasonable notice before commencement of any utility work on the License Area.

h. Licensee agrees that it shall not interfere with the free and unobstructed access by the people to the waters of the San Francisco Bay and the Waterfront of such waters; provided, however, that Licensee shall be obligated to permit such access only as required for consistency with applicable laws of the State of California, Alameda County, the City of Berkeley, the Grant, and/or City of Berkeley's and/or City's plans adopted from time to time. Nothing in this Agreement is intended to, and shall not be construed to, confer any third-party beneficiary rights or other right of action in favor of any third party.

9. TAXES, ASSESSMENTS, AND OTHER CHARGES

Licensee acknowledges this Agreement may give rise to a possessory interest subject to property taxation, and to the extent that any such possessory interest tax is assessed against such interest, Licensee shall be solely responsible for the payment thereof, this notice having been given pursuant to Section 107.6 of the Revenue and Taxation Code. Licensee shall pay all applicable personal property taxes lawfully levied on account of Licensee's personal property located on the License Area, and pay any in-lieu, possessory interest, or use taxes lawfully imposed by reason of Licensee's use or occupancy of the License Area. Licensee shall obtain and pay for all local, state and federal permits and licenses necessary for the operation of its business.

10. UTILITIES AND SERVICE FEES

Licensee shall have access to the power and water inside the adjacent structure, paid for by the City. Licensee shall have access to dispose between 6-gallons and 20-gallons of water per operational day at the fish-cleaning station on Spinnaker Way, which empties into the City's sewer system. Licensee shall haul off all business refuse and recyclable materials created during the ordinary course of business and shall maintain separate refuse and recycling bins for use at the site. Licensee shall make all arrangements for and pay for any additional utilities and services furnished to or used on the License Area, including without limitation, telephone, internet, and refuse needs.

11. ASSIGNMENT AND SUBLICENSING PROHIBITED

The License is personal to Licensee. Licensee may not assign or sublicense the License or this Agreement in whole or in part, and any attempt to assign or sublicense the License or this Agreement shall be void ab initio.

12. INDEMNIFICATION

Licensee, for itself and its successors and assigns, agrees to release, defend, indemnify and hold harmless City, its elected officials, officers, agents, volunteers, contractors and employees (collectively, "**City Parties**") from and against any and all claims, demands, liability, damages, lawsuits or other actions (including attorneys' fees and costs), including without limitation actions for bodily injury or death or property damage arising out of or caused by the use of the License Area by Licensee or Licensee's officers, agents, representatives, employees, contractors, subcontractors, guests, invited visitors, and customers (collectively, "**Licensee Parties**"), Licensee's or Licensee Parties' operations under this Agreement, Licensee's or Licensee Parties' failure to comply with Laws in connection with the use of or any activities conducted on the License Area, or the performance of this Agreement by Licensee.

Except to the extent caused by City's sole or active negligence or willful misconduct, Licensee shall protect, indemnify, defend and hold City and City Parties harmless from and against any and all demands, liability, claims, actions, damages, costs and expenses, including attorneys' fees, consultants' fees, litigation costs, and investigation, removal, remediation, cleanup and monitoring costs, asserted against or incurred at any time and from time-to-time by reason of or arising out of (a) the use, generation, storage, treatment, handling, transportation, disposal or release of any Hazardous Materials at, from or near the License Area by or for Licensee, Licensee Parties or anyone under Licensee's control, or (b) the violation of any Hazardous Materials law by Licensee or any of Licensee Parties or by anyone under Licensee's control. Such indemnity obligation shall include any demands, liability, claims or actions for tangible or intangible property

damage; compensation for lost wages, business income, profits or other economic loss; damage to the natural resource or the environment; nuisance; trespass; and/or contamination, leak, spill, release or other adverse effect on the environment. Licensee's indemnity obligations under this Section 12 shall survive the termination or expiration of this Agreement.

"**Hazardous Materials**" means substances that now or in the future are defined or regulated by Environmental Laws as "contamination," "contaminants," "hazardous," "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "pollution," "toxic," "toxic substances," "toxins," or "ultra-hazardous" or are otherwise listed or regulated under any Environmental Laws. "**Environmental Laws**" means a) any and all federal, state, and local laws relating to protection of human health or the environment (including air, surface water, groundwater, land surface, or subsurface), whether currently in force, previously enforced, or subsequently enacted, including the following laws: 15 United States Code §§2601–2629 (the Toxic Substances Control Act of 1976, as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act (TSCA)); 33 United States Code §§1251–1388 (the Clean Water Act); 42 United States Code §§6901–6992k (the Resource Conservation and Recovery Act of 1976 (RCRA)); 42 United States Code §§7401–7671q (the Clean Air Act); 42 USC §§9601–9675 (the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)); 49 United States Code §§5101–5128 (the Hazardous Materials Transportation Act); 33 United States Code §§2701–2762, 43 United States Code §1656 (the Oil Pollution Act of 1990); California Health and Safety Code §§25100–25259 (the Hazardous Waste Control Law); California Health and Safety Code §§25270–25270.13 (the Aboveground Petroleum Storage Act); California Health and Safety Code §§25300–25395.45 (the Carpenter-Presley-Tanner Hazardous Substance Account Act); California Health and Safety Code §§25404–25404.9 (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); California Health and Safety Code §§25500–25547.8 (Hazardous Materials Release Response Plans and Inventory); California Health and Safety Code §§25249.5–25249.14 (the California Safe Drinking Water and Toxic Enforcement Act of 1986, or Proposition 65); California Health and Safety Code §§25280–25299.8 (Underground Storage of Hazardous Substances); California Health and Safety Code §§18901–18949.31 (California Building Standards Law); California Water Code §§13000–16104 (which includes the Porter-Cologne Water Quality Control Act); and California Fish and Game Code §§5650–5656; (b) all regulations that have been adopted or promulgated under such statutes or that are adopted under such statutes after the Effective Date of this Agreement; and (c) all enforceable demands, directives, and orders of any court, administrative body, or government entity relating to Hazardous Materials, whether currently in force, previously enforced, or enacted after the Effective Date of this Agreement.

13. INSURANCE

Licensee at its expense shall obtain and maintain at all times during the term of this Agreement, insurance consistent with the insurance requirements set forth in Exhibit D attached hereto and incorporated herein.

14. COMPLIANCE WITH LAWS

a. Licensee, at its expense, shall observe and comply with all applicable laws, ordinances, rules, orders, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the activities of Licensee hereunder, including without limitation the Occupational Safety and Health Act of 1979 as amended, and all California Occupational Safety and Health and Environmental Laws (collectively, "**Laws**"). All activities conducted by Licensee and Licensee Parties on the License Area must be in accordance with all such Laws. Licensee shall defend, indemnify and hold harmless City and City Parties from and against any and all damages, liability, fines, penalties and consequences arising from any actual or alleged noncompliance or violation of Laws by Licensee, or any of the Licensee Parties.

b. If a death, serious bodily injury or substantial property damage occurs in connection with the performance of this Agreement or use of the License Area, Licensee shall immediately notify the City's Risk Manager. If any accident occurs in connection with this Agreement, Licensee shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Licensee's liability insurance carrier; and 3) a detailed description of the accident, including whether any City's equipment, tools or materials were involved.

c. If a release of Hazardous Materials occurs in connection with the performance of this Agreement or License's use of the License Area or if any Hazardous Materials come to be released or otherwise located in, on, under or about the License Area, other than as previously consented to by City, Licensee shall immediately notify the Berkeley Police Department and the City's Toxics Management office, in addition to any other governmental agencies or persons as required by applicable Laws.

d. Licensee shall not store Hazardous Materials on the License Area without a proper permit and prior written consent from the City.

15. RELOCATION WAIVER

Licensee fully waives and releases and discharges City from any and all manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the sale of the License Area or the full or partial termination or expiration of Licensee's right to use the License Area as permitted under this Agreement, including, without limitation, the specific waiver and release of any right to any relocation benefits, assistance and/or payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 United State Code Section 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code Section 7260 et seq.

16. LIENS. Licensee shall not suffer or permit to be enforced against the License Area, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Licensee or any Licensee Parties, but Licensee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the License Area or any City property. Licensee expressly agrees to indemnify, defend and hold harmless City, all of the other City Parties, and the License Area free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth above, if Licensee shall in good faith contest the validity of any such lien, claim or demand, then Licensee shall, at its expense, defend itself and the City and City Parties against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before any enforcement thereof against City or the License Area, but only upon the condition that if City shall so require, Licensee shall procure and record or furnish to City a surety bond or other acceptable security satisfactory to City in an amount at least equal to such contested lien, claim or demand indemnifying the City and City Parties against liability for the same, and holding the License Area and City owned property free from the effect of any such lien or claim. City reserves the right at any time and from time to time to post and maintain on said License Area, or any portion thereof or improvement thereon, such notices of non-responsibility or otherwise as may be necessary to protect the City and City Parties against liability for all such liens and claims.

17. SURRENDER OF PROPERTY, REMOVAL OF PERSONAL PROPERTY

At the expiration or earlier termination of this Agreement, Licensee shall: 1) return and surrender the License Area, broom swept clean and in good order and condition, reasonable wear and tear and damage by casualty excepted; and 2) remove all personal property, material, equipment, supplies and any improvements or alterations that City requests Licensee to remove pursuant to Section 6.

18. REMEDIES

In no event shall Licensee be entitled to recover any actual, consequential, punitive, or other monetary damages against City for breach of this Agreement. City and Licensee agree that, in the event of a breach of this Agreement, each of the Parties hereto may pursue specific performance or suits for declaratory or injunctive relief. In addition to the foregoing remedies, City shall be entitled to recover monetary damages with respect to amounts payable by Licensee to City under this Agreement, but in no event may City seek to recover any consequential or punitive damages.

19. CITY NON-DISCRIMINATION ORDINANCE

Licensee shall comply with the provisions of the Berkeley Municipal Code (B.M.C.) Chapter 13.26 as amended from time to time. In the performance of this Agreement, Licensee agrees as follows:

a. Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Licensee shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this nondiscrimination provision. In addition, Licensee shall fill out in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

20. CITY NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES

a. If Licensee provides any aid, service or benefit to others on the City's behalf, Licensee shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Licensee shall further observe and comply with all applicable Laws prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

b. If Licensee is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990 ("**ADA**"), Licensee shall observe and comply with all applicable provisions of the ADA and any amendments thereto, and all applicable federal, state,

municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Licensee. All Licensee's activities must be in accordance with such Laws and Licensee, at its expense, shall be solely responsible for complying therewith.

21. CONFLICT OF INTEREST PROHIBITED

a. In accordance with Government Code section 1090, Berkeley City Charter section 36, and B.M.C. Chapter 3.64, neither Licensee nor any employee, officer, director, partner or member of Licensee, or immediate family member of any of the preceding, shall have served with the City as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Agreement.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq*., no person who is a director, officer, partner, trustee, employee or consultant of the Licensee, or immediate family of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Licensee.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq*., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

24. CITY BUSINESS LICENSE, PAYMENT TAXES, TAX I.D. NUMBER

Licensee has obtained a City business license as required by B.M.C. Chapter 9.04 and its license number is written below; or, Licensee is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Licensee shall pay all state and federal income taxes and any other taxes lawfully assessed and due. Licensee certifies under penalty of perjury that the taxpayer identification number written below is correct.

25. BERKELEY LIVING WAGE ORDINANCE

a. Licensee agrees to comply with B.M.C. Chapter 13.27, the Berkeley Living Wage Ordinance (LWO). If Licensee employs six (6) or more part-time, full-time or stipend employees, and generates $350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with the City of Berkeley mandated minimum compensation during the term

of this Agreement, as defined in B.M.C. Chapter 13.27, as well as comply with the terms as enumerated herein.

b. Licensee shall be required to maintain all reasonable records and documents that would establish whether Licensee is subject to the LWO. If Licensee is subject to the LWO, as defined therein, Licensee shall be further required to maintain monthly records of those employees located on the License Area. These records shall include the total number of hours worked, the number of hours spent providing service on the License Area, the hourly rate paid, and the amount paid by Licensee for health benefits, if any, for each of its employees providing services under the Agreement. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default of the Licensee.

c. If Licensee is subject to the LWO, Licensee shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all sublicenses Licensee enters with regard to the License Area. Sublicensees shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the License Area.

d. If Licensee fails to comply with the requirements of the LWO and this Agreement, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity. Licensee's failure to comply with this Section shall constitute default hereunder, upon which City may terminate this Agreement.

e. In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Licensee's failure to pay all of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

26. <u>BERKELEY EQUAL BENEFITS ORDINANCE</u>

a. Licensee hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Licensee is currently subject to the Berkeley Equal Benefits Ordinance, Licensee will be required to provide all eligible employees with City mandated equal benefits during the term of this Agreement, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

b. If Licensee is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Licensee agrees to supply the City with any records the City deems necessary to determine compliance with this provision.

c. If Licensee fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law and equity. Licensee's failure to comply with this Section shall constitute default of the Agreement.

In addition, at City's sole discretion, Licensee shall be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Licensee's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

27. NUCLEAR FREE BERKELEY

Licensee agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

28. OPPRESSIVE STATES

a. In accordance with Resolution No. 59,583-N.S., Licensee certifies that it has no contractual relations with, and agrees during the term of this Agreement to forgo contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.

(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.

(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Agreement) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Agreement, the Tibet Autonomous Region and the provinces of Ado, Kham, and V-Tsang shall be deemed Oppressive States.

c. Licensee's failure to comply with this Section shall constitute a default hereunder and City may terminate this Agreement. In the event that City terminates this Agreement due to a default under this provision, City may deem Licensee a non-responsible bidder for five (5) years from the date this Agreement is terminated.

29. PESTICIDES

All use of pesticides on the License Area shall be in compliance with the City of Berkeley's Pesticide Use Policy as it exists at the time of such use.

30. SIGNS

Licensee shall not install or letter any signs on the License Area without the prior written consent of City. All signs on the License Area shall conform to the provisions of B.M.C. Chapter 20.04 and any other City design guidelines for signs.

31. SEVERABILITY

If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

32. WAIVER

No waiver by City of any breach or default of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Licensee of the same or any other provision.

33. GOVERNING LAW

The laws of the State of California shall govern this Agreement, without regard to its conflict of laws principles. The parties agree that in any dispute, venue shall be in Alameda County, California.

34. AMENDMENTS

The terms of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by City and Licensee.

35. INTERPRETATION

The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties.

36. AUTHORITY.

The individual executing this Agreement has full power and authority to execute and deliver the Agreement on behalf of Licensee.

37. EFFECT ON SUCCESSORS AND ASSIGNS

Without limiting the provisions of Section 11 above, all of the covenants, conditions and provisions of this Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

38. ENTIRE AGREEMENT

a. The terms and conditions of this Agreement, all exhibits attached and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Licensee.

b. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

39. ATTORNEYS' FEES

In the event either party to this Agreement institutes an action or proceeding to interpret or enforce any of the terms hereof, or to obtain money damages, the prevailing party shall be entitled to recover from the other, in addition to costs and judgment as ordered by the court, its reasonable attorneys' fees, together with out-of-pocket expenses.

40. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument. The parties agree that electronic signatures on this Agreement, including those transmitted by electronic email or other electronic means, including, without limitation, via Adobe DocuSign, shall be sufficient to bind the parties**]**.

[*Signature Page Follows*]

IN WITNESS WHEREOF, City and Licensee have executed this Agreement as of the date written below.

CITY:

CITY OF BERKELEY

_____
LaTanya Bellows, Interim City Manager

Date: _____

Approved as to form:

Farimah Brown, City Attorney

By_____ _____

Registered by:

_____
Jenny Wong, City Auditor

Attest:

_____
Mark Numainville, City Clerk

LICENSEE

By:_____
Name: Kanwar Jasraj Sangha
Title: Licensee/Owner of Masaba, Inc.
DBA Roaming Bean Coffee

_____

LICENSEE INFORMATION
Tax Identification No.: 92-350-5094
Berkeley Business License No.: BL-018479
Incorporated: Yes X No ___
Approved as to form: Yes X No ___
Certified Woman Business Enterprise: Yes___ No ___
Certified Minority Business Enterprise: Yes___ No ___
Certified Disadvantaged Business Enterprise: Yes___ No ___

EXHIBIT A
LICENSE AREA

Exhibit A.1: Written Description

The license area is in the South Cove East Area of the Waterfront, between University Avenue and the South Cove East parking area to the north, and the San Francisco Bay Trail, to the South. The Licensee shall adhere to the dimensions and placement that are identical to those stated herein. Minor deviations may be permitted if necessary, with the prior written authorization from the Waterfront Manager.

The License Area includes 3 components:

1. The Concession Stand Area
    a. This is a 10-foot long by 8.5-foot deep by 9-foot high area adjacent to the southern wall of the structure in the southwest corner of the Southeast Parking Area at the Berkeley Waterfront.
    b. The Booth Area shall be set back approximately 10-inches from the southern facing wall of the adjacent structure.
    c. A Coffee Cart described in Exhibit E, under a 10-foot x 10-foot portable canopy, may be placed during operating hours while Licensee procures and finalizes the Concession Stand for placement.
2. The Concession Booth Awning Area
    a. This is an 8-foot long by 3-foot deep awning that covers the window when closed, and extends overhead when open.
    b. The Awning Area shall be set back 30 inches from the northern edge of the San Francisco Bay Trail.
    c. The Awning Area shall be a minimum of 8 feet overhead when raised.
3. The Access for Power/Water Area
    a. The path for power extends from the Utility Chase inside the building, and outside the building where the Licensee can connect power to the equipment inside the Concession Booth.
    b. The water access is inside the 7x7 space. Licensee shall have access to dispose of approximately 6-20 gallons of used water inside the sink, per day. Licensee may also dispose of used water at the Fish Cleaning Station at the launch ramp.

The License Area includes the following dimensions and placement for the Concession Stand:

Dimensions	Inches	Feet
Adjacent South Cove Building Wall to Edge of SF Bay Trail	178	14' 10"
Gap between Building Wall and Concession Booth	10	0' 10"
Length of Concession Booth	120	10’ 0”
Depth of Concession Booth	102	8' 6"
Open ground space between Southern Edge of Concession Booth and Northern Edge of SF Bay Trail	66	5' 6"
Awning Extension	36	3' 0"
Space from open awning to edge of pad	30	2' 6"

Exhibit A.2. License Area and Placement Drawings

The license area and placement of components is shown in the drawings below. The Licensee shall adhere to the dimensions and placement that are identical to those stated herein. Minor deviations may be permitted if necessary, with the prior written authorization from the Waterfront Manager. Until the time the Concession Stand is placed, a 30-inch x 60-inch professionally designed Coffee Cart, described in Exhibit D, may operate out of the Concession Stand location, subject to all applicable requirements herein.

Exhibit A.2.i: License Area - Zoom Out Plan View

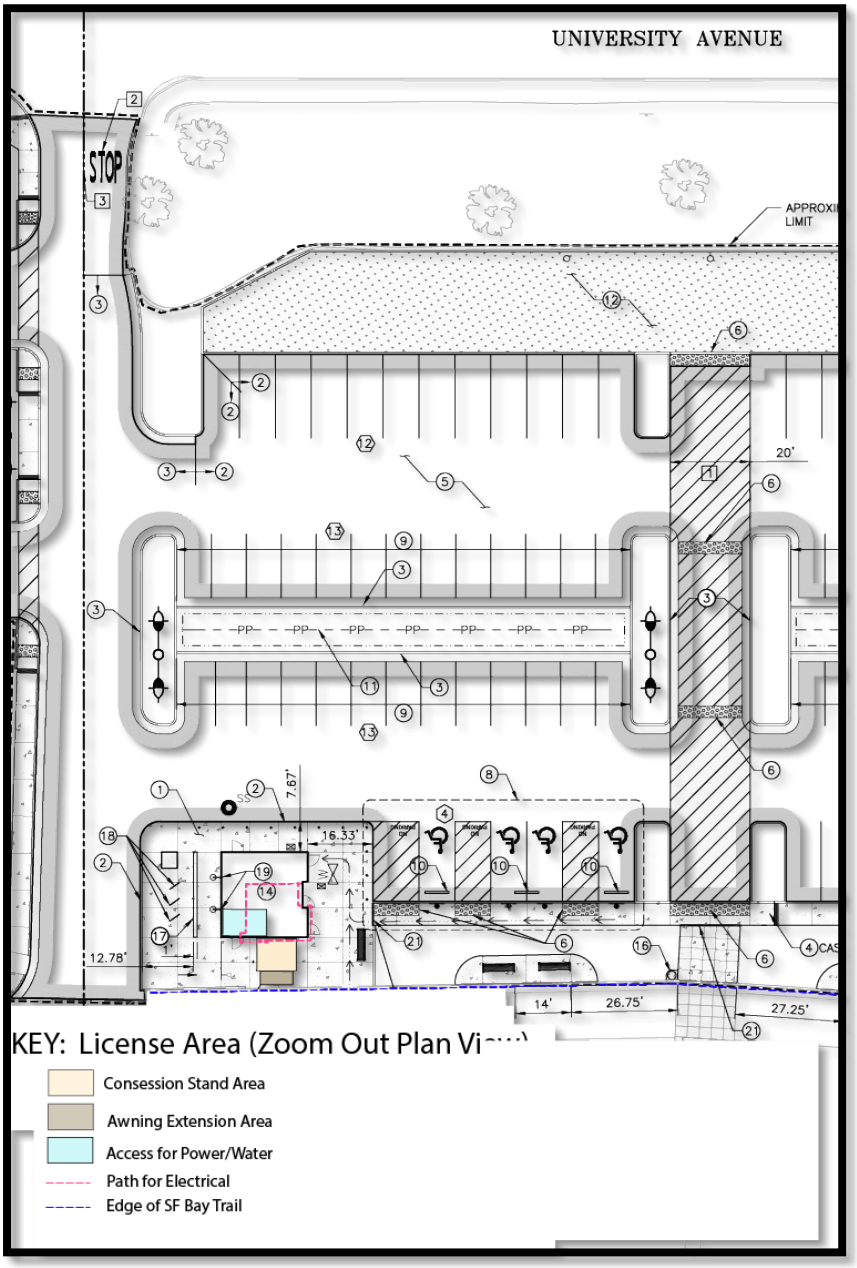


Exhibit A.2.ii. License Area - Zoom In Plan View

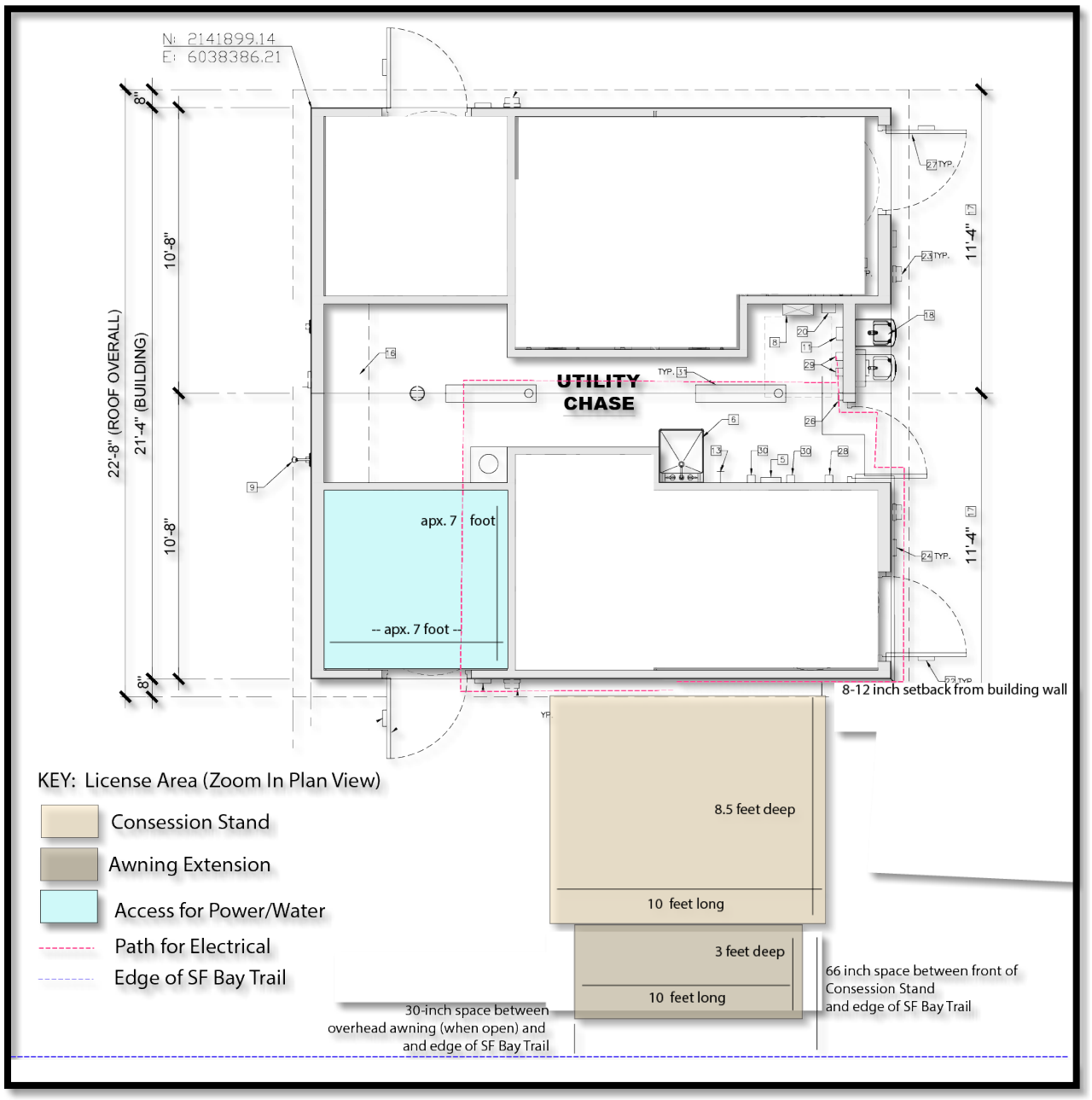


Exhibit A.2.iii. License Area - Southern Elevation

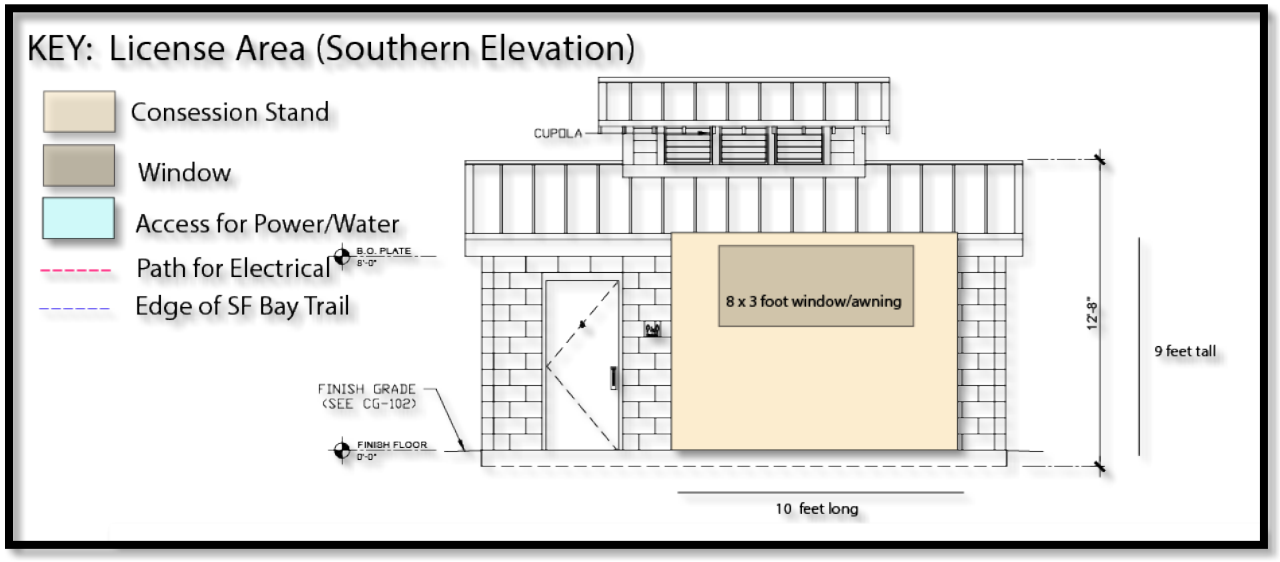


Exhibit A.3. License Area Photo Sketch

EXHIBIT B
LICENSE AREA PERMITTED USES

Licensee shall only use the License Area described on Exhibit A as follows and for no other purpose:

1. Coffee and beverage vendor with ancillary pastries, pre-prepared food items; and ancillary merchandise.

2. Licensee may operate out of a Concession Stand described in Exhibit A and Exhibit E.

3. Licensee may not perform on site hot-cooking of food items. Hot coffee and beverages are permitted.

4. Licensee shall operate a minimum of 16 days per month, for a minimum of 5 hours per day.
5. Licensee may use the License Area in blue as access for power and water.

6. The Concession Stand may remain in the License Area with the window closed, and with all entrances properly locked, when not in use.

7. The power cord may remain in place on the exterior of the Adjacent Structure and the Concession Stand, so long as the points of connection within the Utility Chase and the Concession Stand remain locked to prevent tampering and theft of power; and

8. City may require an after-meter power gauge to track power usage.

-DRAFT ONLY

EXHIBIT C
PAYMENT

1. The License Fee described in Section 3.a and 3.c of the Agreement shall be paid in advance every month in equal monthly installments for each License Year, and pro-rated for any partial License Year. Payments must be received no later than fourteen (14) calendar days from the start of each month. Any payment received after this fourteen (14) day time period will be assessed a ten percent (10%) late penalty.

2. Payments shall be made payable to the "City of Berkeley" and paid in person or by mail to the

   Finance Department
   Customer Service Counter
   1947 Center Street, 1st Floor
   Berkeley, CA 94704

3. Failure of Licensee to make full payments on time is grounds for termination of this Agreement by the City.

EXHIBIT D
INSURANCE REQUIREMENTS

a. Permittee, at its own expense, shall maintain at all times during the performance of this Permit a commercial general liability insurance policy with a combined single limit of not less than $1,000,000 for injury or death to one or more persons in any one accident or occurrence to cover any claims arising out Permittee's use of the Premises and performance of services under this Permit. All such insurance shall insure performance by Permittee of the preceding indemnity provisions. All insurance shall name the City of Berkeley, its officers, agents, volunteers and employees as additional insured and shall provide primary coverage with respect to the City.

b. If the insurance referred to above is written on a Claims Made Form, then following termination of this Permit, coverage shall survive for a period of not less than five years. Coverage shall also provide for retroactive date of placement coinciding with the effective date of this Permit.

c. Permittee at its cost shall maintain on all its personal property, Permittee's improvements, and alterations, in on, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Permittee for the replacement of personal property or the restoration of Permittee's improvements or alterations.

d. If Permittee employees any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel; terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; provide for a waiver of any right of subrogation against City to the extent permitted by law; and be approved as to form and sufficiency by the City's Risk Manager.

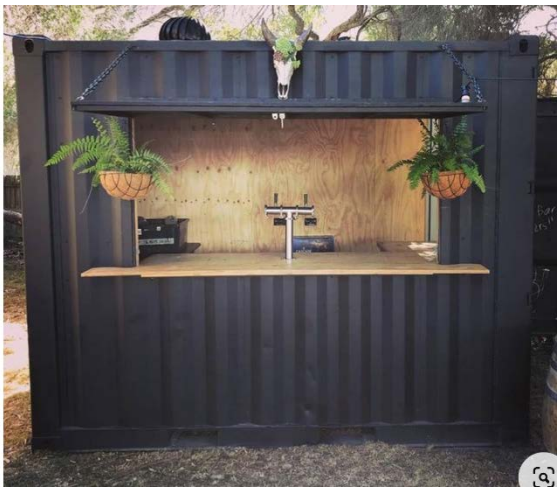
e. Permittee shall forward all insurance documents to:

Berkeley Marina
201 University Ave
Berkeley, CA 94710

EXHIBIT E
AESTHETIC STANDARDS

1. All publicly visible elements of the Concession Stand shall be reviewed and approved by the Waterfront Manager to ensure aesthetic quality that enhances the South Cove Area of the Waterfront. Minor deviations may be permitted if necessary, with the prior written authorization from the Waterfront Manager.

2. Concession Stand:
   - A The Concession Stand shall be colored dark grey or black, and shall include wood accents. The final quality and aesthetic shall be reviewed and approved by the Waterfront Manager prior to installation.
   - B The equipment/lock mechanisms shall be black or dark tones to recede from view, and shall be reviewed and approved by the Waterfront Manager prior to installation.
   - C If a gap is created between the Concession Stand and the adjacent building wall, Licensee must close the gap to ensure to make the gap impassable by vermin or animals. The closure shall be black or dark tones to recede from view, and shall be reviewed and approved by the Waterfront Manager prior to installation.
   - D The Concession Stand shall be substantially similar to the image below, and final design, including paint chips and materials samples, shall be reviewed and approved by the Waterfront Manager prior to installation.
   - E While Licensee procures and finalizes the Concession Stand, the coffee cart, below, underneath a 10x10 foot canopy is permitted while the business is open, and must be removed at the close of business.



Concession Stand

Coffee Cart (Under 10 x 10 canopy)

EXHIBIT F
TERM SHEET

TENANT	Masaba, Inc. DBA Roaming Bean Coffee
LANDLORD	City of Berkeley
PREMISES	Concrete Pad in South Cove East at the Berkeley Waterfront, and adjacent areas, as shown in Exhibit A.
BASE RENT	$310 per month in year one, escalating at a 3% annual increase thereafter if the Option is enacted.
INITIAL TERM	One (1) year, commencing as of August 1, 2024, or on the **Effective Date**, whichever is later, with an **Option** to extend for 1 year.
PERMITTED USE	Container or coffee cart offering coffee, prepared foods, blended drinks, and beverages. No on site hot-cooking of food, as described in Exhibit B.
RENT COMMENCEMENT DATE	August 1, 2024, or the **Effective Date**, whichever is later.
UTILITIES & SERVICES	City responsible for electrical and water.
SECURITY DEPOSIT	*$310*

Office of City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Scott Ferris, Director, Parks, Recreation & Waterfront

Subject: Lease Agreement: Youth Musical Theater Company for the properties at 2925 and 2945 Bolivar Drive, Aquatic Park

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to execute a lease agreement with Youth Musical Theater Company (YMTC) for the use and management of the City's properties at 2925 and 2945 Bolivar Drive in Aquatic Park for a term of ten years, anticipated to begin September 1, 2024 and ending August 31, 2034, with one five-year option.

FISCAL IMPACTS OF RECOMMENDATION

Youth Musical Theater Company (YMTC) will pay an annual rent of $1000, escalating by $100 each year. The total lease revenue is $14,500. In addition, they will be responsible for completing capital improvements and maintenance at the building over the ten-year period of their lease. The list of capital improvements and maintenance requirements are described in Exhibit "B" of the lease. Lease revenue will be deposited in the Parks Tax.

CURRENT SITUATION AND ITS EFFECTS

On April 30, 2019, the lease with the City for 2925 and 2945 Bolivar Drive expired and has been in hold over status since that time. YMTC is determined to remain a tenant because they have a) demonstrated financial means to improve and maintain the buildings; b) a youth-serving, recreational program and well-established organization; and c) the ability to attract youth and their families, as well as others interested in musical theater, to Aquatic Park.

YMTC is a year-round musical theater company that produces three fully mounted, professionally directed and designed musicals each season. The musicals are all accompanied by a full, live orchestra, which attracts youth and their families to Aquatic Park.

BACKGROUND

YMTC is a non-profit 501(c)(3) that produces musical theater and provides theater training to students from 7th grade through the university level. YMTC uses the premises at 2925 and 2945 Bolivar to create a vibrant community space that draws young people, families, working artists, and other members of the public, to Aquatic Park to promote public access to the arts and arts training, enjoyment of live music and singing, and teaching in the performing arts. More specifically, YMTC's activities at the two properties at Aquatic Park will:

- Hold rehearsals for their productions;
- Conduct set and prop design and building;
- Host a variety of classes, workshops and camps; and
- Provide other activities that draw Berkeley families to Aquatic Park and strengthen the arts offerings in Berkeley.

YMTC agreed to take over the responsibility for building maintenance, utilities, refuse and janitorial expenses from the City, and perform capital improvements over a five to ten-year period. The capital improvements included painting the interior and exterior of both buildings, repairing or replacing doors, installing heat in both buildings, renovating restroom to ADA standards, installing a security system in each building, installing safety lighting, restoring floors, and provide landscaping.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The proposed lease contains a requirement that the tenant shall follow all environmental rules and regulations as they apply to City agencies. Specifically, the tenant is required to minimize waste, recycle, and compost, as per Recycling and Composting Guidelines for City Buildings. In addition, the proposed use brings a new generation of youth to Aquatic Park on a regular basis, which can lead to increased environmental awareness and stewardship of the park.

RATIONALE FOR RECOMMENDATION

The proposed lease offers the following benefits to the City:

- Public buildings that have fallen into disrepair are being rehabilitated, maintained, and re-used.
- YMTC, a youth-serving arts organization, has increased the City's arts offerings and provided a new creative outlet for the City's youth.
- The presence of young people and their families has brought a new vitality to the southern end of Aquatic Park
- The proposed use will complement the City's efforts to improving the Southern end of Aquatic Park, including habitat restoration, tree planting, landscaping and re-paving.

CONTACT PERSON
Scott Ferris, Director, Parks, Recreation & Waterfront, 981-6711
Christina Erickson, Deputy Director, Parks, Recreation & Waterfront, 981-6703

Attachments:
1: Ordinance
Exhibit A: Lease Agreement

ORDINANCE NO. –N.S.

LEASE AGREEMENT WITH YOUTH MUSICAL THEATER COMPANY FOR THE USE AND MANAGEMENT OF 2925 AND 2945 BOLIVAR DRIVE AT AQUATIC PARK

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The City Manager, or designee, is hereby authorized to execute a ten-year lease agreement with one five-year option and any amendments thereto with Youth Musical Theater Company for the use and management of 2925 and 2945 Bolivar Drive at Aquatic Park in Berkeley, CA. Such lease shall be on substantially the terms set forth in Exhibit A.

Section 2. The rent will be $1000 per year, escalating by $100 per year. In exchange for favorable rent, Youth Musical Theater Company will take over the responsibility for the building maintenance, utility costs, and janitorial costs of the building from the City. In addition, Youth Musical Theater Company will perform a list of capital improvements to the property as described in Exhibit B of the lease.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Exhibit A: Lease Agreement

CITY OF BERKELEY

IMPROVED PROPERTY LEASE

Between

THE CITY OF BERKELEY, A CHARTER CITY
ORGANIZED AND EXISTING UNDER THE LAWS
OF THE STATE OF CALIFORNIA

as Landlord,

and

YOUTH MUSICAL THEATER COMPANY

as Tenant.

For the Properties at
2925 and 2945 Bolivar Drive
Berkeley, CA

TABLE OF CONTENTS

1. DEFINITIONS 5
2. TERM 5
3. RENT 6
4. PROPERTY AND OTHER TAXES 8
5. USE OF PROPERTY AND THE AQUATIC PARK MAIN LAGOON 9
6. USE OF AQUATIC PARK PROPERTY 11
7. SERVICES 13
8. OBLIGATION OF TENANT TO REMOVE PERSONAL PROPERTY 13
9. ALTERATIONS AND IMPROVEMENTS 13
10. LIENS 16
11. TENANT AND LANDLORD MAINTENANCE OBLIGATIONS 16
12. ENVIRONMENTAL 17
13. DAMAGE OR DESTRUCTION 17
14. INDEMNIFICATION 18
15. INSURANCE 19
16. COMPLIANCE WITH LAWS 21
17. ASSIGNMENT AND SUBLEASE 22
18. INSPECTION 22
19. DEFAULT 23
20. REMEDIES UPON DEFAULT 24
21. ENVIRONMENTAL OBLIGATIONS 26
22. LANDLORD'S RIGHT TO CURE 27
23. EMINENT DOMAIN 27
24. SUBORDINATION 28
25. NO MERGER 28
26. TRANSFER BY LANDLORD 28
27. ESTOPPEL CERTIFICATES 28
28. HOLDING OVER 29
29. CHANGES BY LANDLORD 29
30. GOVERNING LAW 29
31. SECURITY DEPOSIT 29
32. SIGNAGE 30
33. NO PARTNERSHIP 31
34. NO WAIVER 31
35. NOTICES 31
36. COMPLETE AGREEMENT 32
37. REQUESTS FOR CONSENT; WAIVER OF CLAIM 32
38. INTERPRETATION 32
39. SUCCESSORS AND ASSIGNS 32
40. AUTHORITY 32
41. UNAVOIDABLE DELAYS 32
42. TIME OF THE ESSENCE 33
43. BROKERAGE 33

44. CITY NON-DISCRIMINATION ORDINANCE 33
45. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES 34
46. CONFLICT OF INTEREST PROHIBITED 34
47. NUCLEAR FREE BERKELEY 34
48. OPPRESSIVE STATES 35
49. BERKELEY LIVING WAGE ORDINANCE (LWO) 35
50. BERKELEY EQUAL BENEFITS ORDINANCE (EBO) 36
51. AUDIT 37
52. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER 37
53. SURVIVAL 37
54. EXHIBITS 37
Exhibit “A”: Leased Premises 39
Exhibit “B”: Schedule of Improvements 40
Exhibit “C”: Berkeley Municipal Code, Chapter 6.04 41

PROPERTY LEASE

BASIC LEASE INFORMATION

1.	**Landlord:**	City of Berkeley, a California municipal corporation 2180 Milvia Street Berkeley, CA 94704 Attention: Director, Parks, Recreation & Waterfront Telephone: (510) 981-6706 Email: parks@cityofberkeley.info
2.	**Tenant:**	Youth Musical Theater Company (YMTC)
3.	**Tenant Trade Name:**	Youth Musical Theater Company
4.	**Effective Date:**	September 1, 2024
5.	**Premises:**	Two buildings (as depicted in Exhibit "A") located at 2925 and 2945 Bolivar Drive (approx. 1,400 sq ft and 900 sq ft.) and outdoor space between the buildings.
6.	**Permitted Uses:**	The Premises shall be used by Tenant for the purpose for youth programming (workshops, classes, rehearsals), set building, and outdoor rehearsals and programs.
7.	**Initial Term:**	Ten (10) year(s), commencing as of September 1, 2024 ("**Commencement Date**").
8.	**Option Period:**	Five (5) years.
9.	**Base Rent:**	$1,000 per year, with $100 increase annually.
10.	**Improvements**	Tenant will invest approx. $129,500 in capital improvements. This includes HVAC system with air filtration, new entry gate, new porch and ADA landing drainage improvements and sump pump, new floors, and painting.
11.	**Maintenance**	Tenant will be responsible for all expenses associated with the construction, maintenance, improvement and operation of the premises to maintain the property in good condition.
12.	**Services**	Tenant shall make all arrangements for and pay for all utilities and services, including electric, gas, water, sewer, garbage and telephone, and all fees and periodic charges related thereto.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS _____ TENANT'S INITIALS JB

LEASE

THIS LEASE is made by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("Landlord or City") and YOUTH MUSICAL THEATER COMPANY, a non-profit organization doing business at 1000 42nd Street Oakland, CA 94608 ("Tenant").

W I T N E S S E T H :

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the term and subject to the terms, covenants, agreements and conditions set forth below, to each and all of which Landlord and Tenant hereby mutually agree.

1. DEFINITIONS

Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

A. "Affiliate," as to any person, shall mean such person's partners, members, commissioners, officers, employees, volunteers and agents.

B. "Building" shall mean the building(s) on the Premises as shown on Exhibit A.

C. "Lease Year" shall mean each twelve-month period during the term of the Lease commencing upon the effective date of the Lease.

D. "Aquatic Park" shall mean the Aquatic Park as defined in Chapter 6.04 of the Berkeley Municipal Code ("B.M.C.") (attached hereto as Exhibit “C”), as amended or succeeded, and any buildings and other improvements constructed or to be constructed therein. Without limiting the provisions of Section 36 of this Lease, Tenant acknowledges it is not relying on any representations or warranties made by Landlord, Landlord's agents or anyone else in regard to the size or configuration of Aquatic Park or in regard to the nature, location, or appearance of any buildings, improvements, or unimproved property therein.

E. "Main Lagoon" or “Aquatic Park Lake” shall mean that body of water lying between West Bolivar Drive on the west, Addison Street on the north, the Southern Pacific railroad tracks on the east, and the service road on the south.

F. "Premises" shall mean the Buildings, and the fenced-in yard between and around them, located at 2925 and 2945 Bolivar Drive, Berkeley CA, as further depicted in Exhibit “A.”

2. TERM

A. Initial Term and Term of Renewal. The initial term is for a period of ten years. Tenant has the option, under certain terms and conditions as described below, to renew this lease for an additional five-year term. This Lease shall take effect once duly approved by the Berkeley

City Council and executed by both Landlord and Tenant ("the Effective Date"). The Initial Lease Term will expire at midnight August 31, 2034 ("the Termination Date").

B. Procedure for Renewal. If Tenant wishes to renew the Lease beyond the Initial Lease Term, Tenant must provide written notice of such intent to Landlord at least one hundred and twenty (120) days prior to the expiration of the Initial Term. If Landlord, in its sole discretion, determines that Tenant has complied with all terms and conditions of the Lease, at least sixty (60) days prior to expiration of the Lease, Landlord shall provide written notice to Tenant of any additional improvements that will be required to be completed by Tenant or increase in rent for a single five-year Renewal Term and shall provide notice of its determination to grant renewal of the lease upon condition that Tenant agrees to the additional improvements and increase in rent, if any, at least thirty (30) days prior to the expiration of the Initial Term.

C. If, after Landlord's initial determination that Tenant has complied with the terms and conditions of the Lease but prior to its actual expiration, Landlord determines, at its sole discretion, that Tenant has failed to comply with any term or condition of the Lease, Landlord may revoke the granting of the additional term and seek applicable remedies under the Lease, including, but not limited to Section 20.

D. At the expiration of the term, or any sooner termination of this lease due to default, Tenant agrees to quit and surrender possession of the premises and its appurtenances to Landlord in good order and condition. Tenant agrees to reimburse the Landlord for any damage done to the property caused by Tenant's occupation or tenancy excepting reasonable wear and tear and damage by the elements. Tenant shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Tenant will pay Landlord any removal costs incurred by Landlord. At the end of the tenancy, Tenant agrees to deliver the property keys to the Landlord in person or by mail to the Landlord's designated agent.

3. RENT

A. Minimum Rent. Tenant shall pay to Landlord as a minimum rental for its use and occupancy of the Premises an annual rent of **ONE THOUSAND DOLLARS ($1,000)** for the first year of the Lease. For purposes of determining Minimum Rent, the first year of the Lease is the period up to August 31, 2034 and will be pro-rated for a partial year. In each subsequent Lease Year during the Initial Term and any Renewal Term, the Minimum Rent shall increase by **ONE HUNDRED DOLLARS ($100)** per year.

B. Percentage of Gross Income from Concessions and Special Events.

1. In the event that Tenant operates a concession or a revenue-generating special event on the Premises or on the Main Lagoon, then Tenant agrees to pay Landlord, in addition to any fees levied by the City, an amount equal to FIVE PERCENT (5%) of the gross income realized by each such concession or special event during the term of the Lease. A special event is defined as any event in which the participants (groups or individuals) pay an entry fee to the Tenant. Tenant shall make this payment to the Landlord within thirty (30) calendar days from the last day of each special event, together with a financial statement of the gross income from said event. Tenant shall keep true and accurate books and records of each special event. Said books and records shall be retained for at least two (2) years after occurrence of the events

to which they relate. Landlord, and/or its designee, shall have the right at reasonable periods and at all reasonable times, and upon at least five (5) days' advance notice to Tenant to inspect such books and records. Income from special events does not include any grants or donations Tenant receives.

2. If any special event is likely to preclude some or all users of Aquatic Park from exercising a different use, and/or is a regatta, race, or pageant in Aquatic Park and/or on the Main Lagoon, Tenant shall first obtain a permit from the City, as required by Resolution No. 58,644-N.S. and Section 6.04.060 of the Berkeley Municipal Code. The fees for such permits shall be set by the City Council. Water use permits (by definition, for an event lasting no more than two weeks), may be issued by the Parks Recreation and Waterfront Department. Tenant understands that this Lease does not guarantee that the City, in its regulatory capacity, will grant any particular request for a permit. Tenant understands that the City may grant or deny such permit in its sole discretion, and may impose such terms and conditions as it deems consistent with that discretion.

C. Manner of Payment. All rent and other payments due from Tenant shall be made to Landlord in lawful money of the United States of America at Landlord's address for notice hereunder, or to such other person or at such other place as Landlord may from time to time designate in writing.

D. Delinquency and Late Charges; Interest.

1. Tenant hereby acknowledges that its late payment of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult or impracticable to ascertain. Such costs include, without limitation, processing and accounting charges and overtime wages. Accordingly, any payment of rent or other sum due hereunder that remains due and unpaid for a period of ten (10) days after it becomes due and payable shall be subject to a delinquency charge of ten percent (10%) of the delinquent amount. The parties agree that such charge represents a fair and reasonable estimate of the costs Landlord shall incur by reason of Tenant's late payment. Landlord shall apply any monies received from Tenant first to any accrued delinquency charges and then to any rent then due. Acceptance of such delinquency charges by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount. The delinquency charge is in addition to all other remedies that Landlord may have under this Lease or at law.

2. Any amount due to Landlord, if not paid when due, shall bear interest from the date due until paid at the rate of the twelve percent (12%) per annum. Interest shall not be payable on delinquency or late charges nor on any amounts upon which such charges are paid by Tenant, to the extent such interest would cause the total interest to exceed that legally permitted. Payment of interest shall not excuse nor cure any default hereunder by Tenant.

E. Accord and Satisfaction. Landlord's acceptance of a lesser amount of rent or other sum due hereunder shall not be deemed to be other than on account of the earliest rent or payment due and shall be applied by Landlord as provided in subsection D.1. No endorsement or statement on any check or letter accompanying any such check or payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment and pursue any other

remedy available under this Lease or at law. Landlord may accept any partial payment from Tenant without invalidation of any contractual notice required hereunder (if required) and without invalidation of any notice required pursuant to California Code of Civil Procedure Section 1161, et seq., or any successor statute.

4. PROPERTY AND OTHER TAXES

A. Possessory Interest Taxes. The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Property or the Property by reason of its use or occupancy thereof or otherwise.

B. City of Berkeley Assessments. Tenant also shall be responsible for and shall pay prior to delinquency all assessments imposed against the Property and/or the Property by the City. Tenant acknowledges that City has established certain assessment districts within the City of Berkeley and that all properties within the assessment districts are subject to annual assessments. The City reserves the right to create additional districts and to terminate any such district(s). Tenant shall be billed for each such assessment in the same manner as other property owners and lessees in the City.

C. Personal Property and Other Taxes. In addition to all other sums to be paid by Tenant hereunder, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the term of the Lease on Tenant's equipment, furniture, fixtures, merchandise, and other personal property located in the Property, and shall pay, or shall reimburse Landlord for, any and all assessments (including, without limitation, all assessments for public improvements, services or benefits, irrespective of when commenced or completed), excises, levies, business taxes, Lease, permit, inspection and other authorization fees, transit fees, service payments in lieu of taxes and any other fees or charges of any kind, which are levied, assessed, or imposed by any public authority: (i) upon or measured by rental payable hereunder, including without limitation, any gross income tax or excise tax levied by the City of Berkeley, Alameda County, the State of California, the Federal Government or any other government body with respect to the receipt of such rental; (ii) upon or with respect to the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the or any portion thereof; (iii) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, merchandise, and other personal property located at or in the Premises or by the cost or value of any improvements made by Tenant to the Property, regardless of whether title to such improvements shall be in Tenant or Landlord; or (iv) upon this Lease or any document to which Tenant is a party creating or transferring an interest in the Property.

D. Tenant's Right to Contest. Tenant may, at no cost to Landlord, reasonably contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Lease, and institute such proceedings as Tenant considers necessary; provided, however, that Tenant shall at all times protect Landlord from foreclosure of any lien, and that

Landlord shall not be required to join in any proceeding or contest brought by Tenant.

5. USE OF PROPERTY AND THE AQUATIC PARK MAIN LAGOON

A. The Premises shall be used by Tenant to create a vibrant community space that draws young people, families, working artists, and other members of the public, to Aquatic Park to promote public access to the arts and arts training, enjoyment of live music and singing, and teaching in the performing arts. Tenant may use the Premises to hold workshops, classes, meetings, set and prop design and development, and other community events and activities related to its mission to produce live musical theatre for East Bay audiences.

B. Tenant shall operate its business on and about the Premises in a manner consistent with the use permitted herein and the standards promulgated by Landlord.

C. Tenant understands the Main Lagoon may be used at Aquatic Park, if at all, only from May 1st through September 30th of each Lease Year on a schedule to be approved by the City of Berkeley's Director of Parks, Recreation, and Waterfront. At all times, Tenant agrees to provide adequate personnel to ensure the safe and efficient management of its use of the Premises and the Main Lagoon. Tenant must comply with all applicable regulations governing the use of the Main Lagoon and Aquatic Park. Tenant may not use any portion of the Main Lagoon from October 1st through April 30th, due to the fact that environmental studies show use during those months would impact migratory birds. Any use of the Main from May 1 through September 30 is subject to approval of the City Council and any other affected regulatory agency, and use of the Lagoon during this timeframe may be prohibited if environmental factors warrant it.

D. Prior to entering and using the Main Lagoon, tenant and all other persons must be covered by the insurance provisions of this Agreement. In addition, Tenant, or any other person entering and using the Main Lagoon shall sign a waiver and release form to be provided by the Tenant that holds the City of Berkeley harmless in case of any accidents or loss of any type. Such release shall include, but not be limited to, the following:

> "Participant releases and forever discharges the City of Berkeley, its divisions, subsidiaries, affiliates, officers, agents, employees, and the heirs, executors or assigns of any of the foregoing, from any and all claims, demands, and causes of action of every kind, known or unknown, whether based in tort, contract, breach of warranty, strict liability, negligence or any other legal theory of recovery, and whether for general, special, compensatory or punitive damages, arising out of or in any way related to use of the Main Lagoon at Aquatic Park."

In the event Tenant fails to obtain a signed waiver and release form from any participant who uses the Main Lagoon or is in way connected to the use of the Main Lagoon, Tenant at all times will still be bound by Section 14 of this Agreement.

E. Tenant will comply with all applicable safety standards in effect at any given time, and take all necessary steps to ensure that its participants are properly supervised to prevent injury to participants and others. Tenant will provide adequate supervision of the participants at all times while using the Premises and/or Main Lagoon.

F. Landlord shall have no responsibility for Tenant's equipment that may be lost, stolen, or damaged.

G. No items will be allowed to be stored in the exterior Premises without written approval by Landlord, but in no circumstances shall items not related to the Tenant's programs be allowed to be stored on the Premises, either inside or outside.

H. Tenant agrees to require its employees and participants who use the Premises and/or Main Lagoon to respect other Aquatic Park lessees, licensees and visitors and to abide by standards of behavior common to the sport of rowing, bike riding, and general park use.

I. Business may be conducted with the public on the Premises at any time on any day that Aquatic Park is open, provided that Tenant shall have obtained all required permits and provided Tenant shall comply with all rules applicable to Aquatic Park.

J. Tenant agrees to cooperate with the City in promoting community participation in Tenant's programs and activities held on the Property.

K. Tenant shall not, without the written consent of Landlord:

1. place, construct or maintain in, on, or about the Premises or within Aquatic Park any advertisement media, including without limitation, searchlights, flashing lights, loudspeakers, or other similar media or device;

2. place or permit the use in or on the Premises of any video games, pinball machines or other devices or equipment for amusement or recreation, or any vending machines, newspaper racks or other coin operated devices (excepting pay telephones).

3. warehouse or stock on the Premises any goods, wares or merchandise other than that which is directly related to the Tenant's use of the Premises;

4. store, display or sell goods or merchandise on the Property or place or permit portable signs or other devices to be stored or to remain on the Property;

5. use or permit any portion of the Premises to be used as living or sleeping quarters; and

6. sell, distribute, display, or offer for sale any item, which, in Landlord's good faith judgment, may tend to detract from the image of Aquatic Park.

L. Tenant shall not do or permit to be done in, on, or about the Premises anything which is prohibited by or may conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated, which is prohibited by the standard forms of special form or commercial general liability insurance or which may cause a cancellation of any insurance policy covering Aquatic Park or the Premises or any of its contents, or (except with the prior written consent of Landlord) which may increase the existing rate of or affect any special form or commercial general liability insurance or other insurance upon

Aquatic Park or the Premises, or any of its contents. In the event Tenant does or permits to be done anything or keeps or permits to be kept anything on or about the Premises or the Aquatic Park which increases the existing rate of such insurance upon Aquatic Park or the Premises or any of its contents, Tenant shall pay the amount of any such increase promptly upon Landlord's demand. Tenant shall not do or permit anything to be done which will in any way obstruct or interfere with the rights of other lawful users of Aquatic Park, including, without limitation, tenants, their employees or invitees, disturb or annoy them, or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant shall not maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises.

M. No auction, fire, bankruptcy, distress, clearance, or going-out-of-business sale shall be conducted on the Premises nor shall any sign or advertisement regarding such activity be posted in or about the Premises.

N. Tenant shall not use or permit the Premises to be used in any manner or permit anything to be brought into or kept therein which would (i) violate the certificate of occupancy for the Premises; (ii) make it impossible or extraordinarily difficult to obtain special form coverage, commercial general liability or other insurance required to be furnished by Tenant under this Lease; (iii) cause structural injury to any part of the Premises or the Building; (iv) impair or interfere with the proper operation and maintenance of the Premises and/or Aquatic Park; or (v) violate any of Tenant's other obligations under this Lease.

O. If any governmental license or permit, other than a certificate of occupancy, shall be required for the proper and lawful conduct of Tenant's business, Tenant shall procure and maintain such license or permit and submit the same for inspection by Landlord. Tenant at all times shall comply with the terms and conditions of each such license or permit.

P. Nothing shall be done in or about the Premises by Tenant or anyone having a contractual relationship with Tenant that will result in substantial interference, by themselves or third parties, with normal operation and use of Aquatic Park or the means of ingress and egress thereto ("Substantial Interference"). Tenant shall use every effort to eliminate Substantial Interference, including legal action. If Tenant fails to bring an immediate halt to any Substantial Interference, Landlord shall have the right (i) to take action and require Tenant to undertake and eliminate such Substantial Interference and (ii) to commence any legal action to eliminate such Substantial Interference. Any agreement entered into by Tenant with regard to use of the Premises shall contain a provision reserving to Tenant all of the necessary rights and remedies to permit Tenant to comply with its obligations under this provision and authorizing Landlord to enforce the terms of such provision if Tenant fails to do so.

6. USE OF AQUATIC PARK PROPERTY

A. The parties acknowledge that Tenant has, as a member of the general public, the non-exclusive right, in common with others duly authorized by Landlord, and subject to all generally applicable laws and regulations, to use Aquatic Park, including the Main Lagoon.

B. Tenant agrees that except as otherwise provided in this Lease, it is not a covenant or condition of this Lease or of any other agreement with Tenant that Landlord undertake or

cause to be undertaken any development or redevelopment of the Property or Aquatic Park, and Landlord shall incur no liability whatsoever to Tenant for failure to undertake such development or redevelopment.

C. Landlord at all times shall have the right and privilege of making such changes in and to Aquatic Park (other than to the Premises) from time to time which in its sole opinion are deemed to be desirable or appropriate, including the location and relocation of stairways, sidewalks, pathways, driveways, streets, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities; provided, however, that the foregoing is not intended to entitle Landlord to unreasonably effect changes that would materially and adversely affect access to or visibility of the Premises, except temporarily during periods of construction. Landlord shall have the right to establish, promulgate, and enforce such reasonable rules and regulations concerning Aquatic Park, as it may deem necessary or advisable for the proper and efficient management, operation, maintenance and use thereof, and Tenant shall comply with the same.

D. Landlord at all times shall have the sole and exclusive management and control of Aquatic Park, including without limitation, the right to lease, license or permit the use of space within Aquatic Park to persons for the sale of merchandise and/or services and the right to permit advertising displays, educational displays, displays of art, and promotional activities and entertainment.

E. Nothing contained herein shall be deemed to create any liability to Landlord for any personal injury, or any damage to motor vehicles, vessels, or other property of Tenant's members, employees or others, unless caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Tenant is solely responsible for the security of the Premises, and for the safety of those using the Premises and/or the Main Lagoon pursuant to this Lease or any permits or licenses from the City. Tenant acknowledges that if Landlord provides security guards or police patrols for Aquatic Park or any portion thereof, Landlord does not represent, guarantee or assume responsibility that Tenant or any person or entity will be secure from losses or injury caused by the acts of third parties and does not assume responsibility for any such illegal acts. Tenant hereby waives any present or future claims Tenant may have against Landlord, whether known or unknown, for bodily injury or property damage arising from the performance of such security agents. City shall not be obligated to provide any public liability or property damage or loss insurance for the benefit of Tenant or any other person or entity.

F. Tenant will use its best efforts to maintain effective relations with other users of Aquatic Park and with neighbors. Tenant shall park vehicles only in legal and/or designated parking areas and only for the legal period of time; shall deposit all trash in legal containers; shall not deposit food or material of any kind on adjacent Premises; and shall respect the sensitive environment of Aquatic Park. Landlord has the right at any time to revise the traffic flow on Bolivar Drive, provided Tenant continues to have vehicular access to the Premises.

G. Tenant shall not interfere with the free and unobstructed access by the public to Aquatic Park. Tenant shall not preclude other users of Aquatic Park from exercising a different use without first obtaining any and all appropriate permits. Tenant shall be obligated to permit such access to Aquatic Park as required for consistency with applicable laws of the State of

California, the Grant, and/or City's plans adopted from time to time; however, this sentence is not intended to, and shall not be construed to, confer any right of action upon any third party.

H. Landlord reserves to itself the right to grant to others in the future nonexclusive utility easements over, under, through, across, in or on the Premises in locations that will not unreasonably interfere with Tenant's access to or use of the Premises. Any interference shall be temporary, and all work on the Premises shall proceed expeditiously. Tenant shall be given reasonable notice before commencement of any work on the Premises. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Premises, or any portion thereof, or to the Building, or other facilities located upon the Premises, including but not limited to pavement, curbs and sidewalks, the same shall be repaired by Landlord at its expense, if not so repaired by the party installing and maintaining the line. Landlord shall hold harmless and indemnify Tenant from all claims arising out of the grant or use of such a utility easement, except to the extent they result from the negligence or willful misconduct of Tenant or its sub-lessees or sub-tenants.

7. SERVICES

A. Tenant shall make all arrangements for and pay for all utilities and services, including electric, gas, water, sewer, garbage and telephone, and all fees and periodic charges related thereto.

B. Landlord makes no representation or warranty that the supply of any utility or service to the Premises and/or the Building will not be interrupted, delayed or reduced.

C. Landlord shall not be liable for damages to either person or property; nor shall Landlord be deemed to have evicted Tenant; nor shall there be any abatement of any rent; nor shall Tenant be relieved from performance of any covenant on its part to be performed hereunder by reason of any (i) breakdown of equipment or machinery utilized in supplying utilities or services; (ii) interruption of or failure to supply or delay in supplying any such utilities or services; (iii) the limitation or restriction on use of water, electricity gas, or telecommunications service serving the Property or Aquatic Park; or (iv) failure to repair or cure any of the foregoing, except in the case of Landlord's gross negligence or willful misconduct.

8. OBLIGATION OF TENANT TO REMOVE PERSONAL PROPERTY

Upon the expiration of this Agreement, Tenant is obligated to remove any personal property placed in the Premises by the Tenant. If any personal property does remain on the Premises upon the expiration of the Agreement it will be considered abandoned personal property, which will be removed, by the City and the Tenant will be responsible for all costs associated with removing the personal property from the Premises.

9. ALTERATIONS AND IMPROVEMENTS

A. Tenant acknowledges that Landlord owns the Premises. Tenant accepts the Premises from Landlord in its "as is" condition, the conditions that exist as of the Effective Date of this Lease. Tenant acknowledges that Landlord makes no representation or warranty concerning (i) the physical condition of the Premises; (ii) the Premises suitability for Tenant's

proposed use; or (iii) the presence of any Hazardous Substance in or about the Property or the Premises, except as otherwise expressly set forth in this Lease. Landlord has encouraged Tenant to make its own physical inspection of all aspects of the Property and the Premises and to conduct its own investigation as to the suitability of the Property and the Premises for Tenant's use.

B. Upon the execution of this Lease, Landlord approves and requires the improvements to the Premises listed on Exhibit "B" that shall be completed by Tenant. Tenant shall complete the improvements within the timeframe as stated in Exhibit "B" (Tenant's work). Tenant shall not make any alterations, additions or improvements to the Premises (i) costing in excess of $5,000 for any single instance or $15,000 in the aggregate for any twelve (12) consecutive months or (ii) affecting the Building structure or utility systems, or attach any fixture or item of equipment thereto without Landlord's prior written consent except for the improvements listed in Exhibit "B". All such alterations, additions, or improvements shall be made at Tenant's sole expense in accordance with Landlord's General Design Requirements (if any) and the plans and specifications (including specifications for materials to be used in connection therewith) and a statement of the estimated cost of such work submitted to and approved by Landlord (collectively the "Plans and Specifications"). If the cost thereof exceeds $5,000 for any single instance, or if such Tenant's work involves the Building structure or utility systems, any contractor or person selected by Tenant must be a licensed contractor. Landlord, in its sole discretion, shall approve or disapprove Tenant's request and may disapprove Tenant's use of any materials or substances, including but not limited to asbestos and fiber glass, which Landlord, in its sole discretion, deems potentially hazardous, toxic or threatening to health. To the extent that Tenant's work shall require a building permit or other permits from the City of Berkeley, Bay Conservation and Development Commission ("BCDC") and/or any other governmental agency, Tenant shall not perform any of Tenant's work until Tenant has obtained all requisite permits. Tenant further shall comply with all prevailing wage requirements of California Labor Code Sections 1720 et seq., to the extent such requirements are applicable to Tenant's work.

C. Tenant acknowledges that a jet fuel line runs under the property, and any Tenant digging or excavation of any kind on the property must be approved in advance by Landlord and Parks Superintendent.

D. Except as otherwise expressly provided in this Lease, Tenant shall not repair, replace or modify any utility system located within the Building without the Landlord's prior written consent. Tenant is responsible for the repair of any damage to any utility system, structural element of the Building(s), facilities of Landlord or any other facilities arising out of Tenant's construction activities or Tenant's negligence or willful misconduct; provided, however, such provision is not intended to and shall not be interpreted to make any other person or entity a third party beneficiary thereof.

E. This Lease specifically prohibits Tenant, or any other party, from expanding uses or structures allowed on the Premises beyond those designated in use permits approved by the City of Berkeley. Notwithstanding approval of any new Use Permit allowing expansion, or any future expansion of the uses in existing buildings, or additions to existing buildings or docks, or construction of any new buildings or docks, or moving existing buildings onto the Premises, are all subject to the prior written approval of the Landlord (with the exception of Exhibit "B") and

all improvements (including Exhibit "B" Improvements) are subject to the environmental review and permit regulations and approvals of same by all applicable local, state, and federal agencies.

F. If Tenant proposes to make or construct any alterations, improvements, additions or fixtures (other than Exhibit "B" Improvements) that affect any portion of the Premises or any structures located on the Premises that are allowed under an existing use permit, Tenant shall first provide the Landlord with thirty (30) days prior written notice. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits.

G. Except for Exhibit "B" Improvements, Tenant shall not substantially deface or change any floors, walls, ceilings, roofs, or partition any of the structures or improvements on the Premises without first providing thirty (30) days written notice to Landlord. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits. Except as may be specifically approved in writing by Landlord, Tenant shall require all contractors to provide a labor and materials bond for the full amount of any contract for improvements that exceed $50,000, including any applicable Exhibit "B" Improvements. Tenant shall pay, when due, all sums of money that may be due or become due for any labor, services, materials, supplies or equipment furnished to or for Tenant in, at, upon or about the Premises and which may be secured by any mechanic's, material men's or other lien against the Premises or Landlord's interest therein.

All alterations, improvements or additions that are now or in the future attached permanently to the Premises shall be the Property of Landlord and shall remain with the Property at the termination of this Lease, except that Landlord can elect within thirty (30) days of the termination of the Lease to require Tenant, at its cost, to remove any equipment that Tenant has affixed to the Premises.

H. 1. Tenant agrees that to the extent it is required to comply with the prevailing wage requirements, Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code), in effect on the date of Landlord's first approval of a building permit or other approval of the work. Copies of the applicable prevailing rate of per diem wages are on file at Landlord's principal office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the Property. Tenant, as a penalty to Landlord, shall forfeit Twenty-Five Dollars ($25) for each calendar day, or portion thereof (or such other sum as specified from time to time by Section 1775 of the California Labor Code), for each worker paid less than the applicable prevailing rates for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Tenant.

2. Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on Tenant's work covered by this subsection H showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed in accordance with the procedures specified in subsections (b)-(e) inclusive of Section

1776 of the California Labor Code. In the event of noncompliance with the foregoing requirements concerning payroll records which continues for more than ten (10) days after Landlord gives Tenant written notice specifying in what respects Tenant must comply, Tenant shall forfeit, as a penalty to Landlord, for each worker Twenty-Five Dollars ($25) for each calendar day, or portion thereof, until strict compliance is effectuated. Tenant shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section. For purposes of the prevailing wage requirements of this subsection, Tenant shall be deemed to be a "contractor" as that term is used in Sections 1720 et seq., of the California Labor Code. Except where the context otherwise requires, the definitions of terms and phrases contained in the State prevailing wage law, Sections 1720 et seq., of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the prevailing wage requirements of this subsection H.

10. LIENS

Tenant shall keep the Premises, the Building, and Aquatic Park free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not cause any such liens to be released of record, Landlord shall have, in addition to all other remedies provided herein or by law, the right (but not the obligation) to cause the same to be released by such means as Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid and all expenses incurred by Landlord in connection therewith shall be reimbursed by Tenant promptly on demand. Landlord shall have the right to post and keep posted on the Premises any notices (including, without limitation, notices of non-responsibility pursuant to California Civil Code Section 3094) that Landlord may deem proper for protection of Landlord and the Premises. Tenant shall give Landlord at least ten (10) business days' prior notice of the date of commencement of any Tenant's work on or in the Premises to allow Landlord to post such notices.

11. TENANT AND LANDLORD MAINTENANCE OBLIGATIONS

A. Tenant agrees that during the entire term of this Lease, at its own cost and expense, it shall keep and maintain the Building(s) on the Premises, and all leasehold improvements, fixtures, furniture, and other improvements located on the Premises in good-quality order, repair and condition. Except as otherwise provided in this Lease, Tenant shall perform, at its own cost and expense, any and all maintenance, removal of graffiti, repairs, or rehabilitation to the Building(s), whether required by deterioration or by operations of Tenant or otherwise. This obligation includes any repairs to the roof or building structure.

B. To the extent applicable, Tenant hereby waives the provisions of Civil Code Sections 1941 and 1942, and any other provision of law now or hereafter in effect, with regard to the habitability of the Property and the Premises.

C. "Good-quality order, repair and condition", as used herein, shall mean the maintenance, repair, or renovation of the Building, equipment, furniture, fixtures, outdoor lighting, signage, and appurtenances necessary to keep and maintain the Building in efficient and attractive condition, given the nature and age of the Building, at any time during the term of this Lease.

D. Tenant shall provide its own janitorial service for the Premises, and all of Tenant's rubbish shall be removed by Tenant to such location(s) on the Premises or within Aquatic Park as may be designated by Landlord for pick-up and disposal by the Landlord.

E. In the event of a dispute that Landlord and Tenant cannot informally resolve, Tenant's only remedy against Landlord shall be the right to terminate this Lease, effective thirty (30) days from the delivery of written notice to Landlord.

G. Nothing in this Section 11 shall be deemed to affect or impair Landlord's rights under Section 9 of this Lease. Tenant acknowledges that Landlord has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the Building or to improve the Premises, or any part thereof. Landlord has made no representations respecting the condition of the Building, the Premises, or Aquatic Park, except as specifically set forth in this Lease.

12. ENVIRONMENTAL

A. Tenant shall follow all environmental rules and regulations as they apply to City agencies. Specifically, Tenant shall minimize waste and recycle and compost, as per Recycling and Composting Guidelines for City Buildings. Guidelines for creating a recycling program are attached as Exhibit "D". Tenant must participate in a recycling service provided by the City or provide an acceptable alternative with the approval of the City's Recycling Supervisor. To that end, Tenant shall:

1. Assign someone to be in charge of its recycling programs, and to communicate needs and questions to the City's Solid Waste Management Division.
2. Recycle corrugated cardboard, office papers and beverage containers (glass bottles, plastic bottles, and cans)
3. Place collection containers for paper at convenient locations.
4. Educate employees and program participants about recycling procedures.
5. Recycle batteries and office equipment (contact the City's Solid Waste Management Division for information about vendors).
6. Tenant shall recycle construction waste from tenant improvements.
7. Tenant shall conserve energy.

13. DAMAGE OR DESTRUCTION

A. In the event the Premises are damaged by fire, flood, earthquake, act of God, the elements, or other casualty, then (unless this Lease is terminated pursuant to this Section 13) Tenant shall forthwith repair the same, at its sole expense. In this event, Tenant shall be solely responsible for the loss, repair, and replacement of its equipment and leasehold improvements.

B. Anything in subsection A to the contrary notwithstanding, neither Tenant nor Landlord shall have any obligation to repair or rebuild the Premises or the Buildings following damage or destruction thereto if the damage or destruction is due to any cause or casualty other than one against which the responsible party is required to carry insurance or actually does carry insurance and such party reasonably estimates that the cost of repair or rebuilding exceeds ten percent (10%) of the replacement cost of the Premises or Buildings, as the case may be. If the

responsible party elects not to repair any damage or destruction pursuant to this provision, such party shall give the other party notice of such election within sixty (60) days after the date of such damage or destruction; and this Lease shall terminate as of the date of such damage or destruction.

C. Tenant hereby waives the provisions of California Civil Code Sections 1932 and 1933 and any other statutes now or hereafter in effect which relate to termination of a lease when leased Premises is damaged or destroyed and agrees that such event shall be governed by the terms of this Lease.

14. INDEMNIFICATION

A. To the fullest extent permitted by law, Tenant shall (1) immediately defend and (2) indemnify Landlord, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the Lease. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Tenant's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.

B. The duty to defend is a separate and distinct obligation from the Tenant's duty to indemnify. The Tenant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Landlord, the Landlord and its directors, officers, and employees, immediately upon submittal to the Tenant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Tenant from its separate and distinct obligation to defend Landlord. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Tenant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Tenant may submit a claim to the Landlord for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of any of Tenant's work or work product by any indemnified party shall not affect, relieve or reduce the Tenant's indemnification or defense obligations. This Section survives the termination of this Lease. The provisions of this Section are not limited by and do not affect the provisions of this Lease relating to insurance.

D. Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Tenant or any of the Tenant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Tenant or its subcontractors, the Tenant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or

appropriate discipline of any responsible employee, agent, licensee or subcontractor.

15. INSURANCE

A. Tenant, at its sole expense, shall procure and maintain the following insurance:

1. Commercial general liability insurance insuring Tenant against any liability arising out of its use, occupancy, repair or maintenance of the Premises, the Building, Aquatic Park or the Main Lagoon, with a combined single limit of not less than $2,000,000 for injury to or death of one or more persons in any one accident or occurrence and Property damage in any one accident or occurrence. Such comprehensive general liability insurance shall include fire liability coverage and public liability and Property damage insurance, including personal injury, broad form Property damage, blanket contractual, and other coverage as may be reasonably required by Landlord. Landlord shall have the right, from time to time, to require Tenant to increase the amount of its comprehensive general liability insurance coverage if, in Landlord's reasonable opinion, the amount of such coverage is not sufficient in light of the risks insured and Tenant's use of the Premises or Aquatic Park.

2. Special Form Property insurance for cost of damage to the Premises, including, without limitation, during any term of construction of Tenant's work, builders' All-Risk Insurance. Such insurance shall include coverage for vandalism and malicious mischief and cost of demolition and increased cost of construction by reason of changes in applicable ordinances/laws and shall not contain a co-insurance clause.

B. All policies of insurance and all renewals thereof shall be approved as to form and sufficiency by Landlord's Risk Manager and shall be issued by good and responsible companies qualified to do and doing business in California and rated A+: XIII or better in the most recent version of Best's Insurance Guide. Each of the required insurance coverages except for workers compensation (i) shall name Landlord and each of its Affiliates as additional insureds and, with respect to casualty insurance, as their respective interests may appear and (ii) shall provide that it may not be canceled or altered by the insurer in such manner as to adversely affect the coverage unless sixty (60) days' prior notice is given by certified mail to Landlord at the address set forth in Section 35 below, or to such place as Landlord may from time to time designate in a notice to Tenant.

C. An original certificate of each policy of insurance shall be delivered to Landlord prior to the date the Premises is delivered to Tenant and from time to time during the Term. If Tenant shall fail to procure or maintain any insurance required hereunder or shall fail to furnish to Landlord any duplicate policy or certificate, Landlord may obtain such insurance; and any premium or cost paid by Landlord for such insurance shall be reimbursed by Tenant promptly upon Landlord's demand. Tenant shall make good faith efforts to ensure that at least sixty (60) days prior to the expiration of any such policy, an extension endorsement showing that such insurance coverage has been or will be renewed or extended shall be delivered to Landlord and if, despite such good faith efforts, such extension endorsement cannot be timely delivered, Tenant shall cause to be delivered to Landlord within said time other reasonable documentary evidence of renewal of coverage and shall continue exercising diligent efforts to deliver to Landlord the required extension endorsement. If such coverage is canceled or reduced, Tenant,

within ten (10) days after receipt of written notice of such cancellation or reduction in coverage but in no event later than the effective date of cancellation or reduction, shall deliver to Landlord a certificate showing that the required insurance has been reinstated or provided through another insurance company(ies). Upon Tenant's failure to so deliver such certificate, Landlord may, without further notice and at its option, (1) exercise Landlord's rights as provided in this Lease or (2) procure such insurance coverage at Tenant's expense and Tenant shall promptly reimburse Landlord for such expense.

D. If any of the insurance required in this Section 15 is provided under a claims-made form of policy, Tenant shall maintain such coverage continuously throughout the Term and without lapse for a period of not less than five (5) years beyond the termination of this Lease, to the effect that should occurrences during the Term give rise to claims made after termination of this Lease, such claims shall be covered by such claims-made policies.

E. Each of Tenant's Property insurance policies insuring the Premises and Tenant's Property in the Premises shall include a waiver of the insurer's right of subrogation against Landlord, or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the assured waives, before the casualty, the right of recovery against any party responsible for a casualty covered by the policy or (ii) any other form of permission concerning the assured's right to waive its right of recovery. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable, Tenant shall so notify Landlord promptly after learning thereof.

F. Tenant hereby releases Landlord with respect to any claim (including a claim for negligence) which Tenant might otherwise have against Landlord for loss, damage or destruction of Tenant's Property occurring during the Term to the extent to which Tenant is insured under a policy (ies) containing a waiver of subrogation or agreement or permission to release liability, as provided in E. above. If, notwithstanding the recovery of insurance proceeds by Tenant for such loss, damage or destruction, Landlord is liable to Tenant with respect thereto or is obligated under this Lease to make replacement, repair, restoration or payment, then (provided Tenant's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected) the amount of the net proceeds of the Tenant's insurance against such loss, damage or destruction shall be offset against Landlord's liability to Tenant therefore or shall be made available to Landlord to pay for replacement, repair or restoration, as the case may be. Nothing contained herein shall relieve either party of any duty to repair, restore or rebuild imposed elsewhere in this Lease or shall nullify any abatement of rent provided for elsewhere in this Lease.

G. If Tenant employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the Landlord. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the Landlord; **provide for a waiver of any right of subrogation against Landlord to the extent permitted by law**; and be approved as to form and sufficiency by the Landlord's Risk Manager.

H. If a death, serious personal injury, or substantial Property damage occurs in connection with the performance of this Lease, Tenant shall immediately notify the Landlord's

Risk Manager. If any accident occurs in connection with this Lease, Tenant shall promptly submit a written report to Landlord, in such form as the Landlord may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Tenant's subtenant, if any; 3) name and address of Tenant's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Landlord's equipment, tools or materials were involved.

I. Tenant shall forward all insurance documents to:

Parks, Recreation & Waterfront Department
City of Berkeley
2180 Milvia St., 3rd Floor
Berkeley, CA 94704

16. COMPLIANCE WITH LAWS

A. Tenant, at its sole expense, shall promptly comply with all applicable laws, ordinances, rules, regulations, permits or requirements now or hereafter in effect (whether foreseen or unforeseen by Landlord or Tenant), with the requirements of any board of fire underwriters or similar body now or hereafter constituted; with any occupancy certificate issued by any public officer and with the provisions of all recorded documents affecting the Premises, insofar as any of the foregoing relate to or affect the condition, use or occupancy of the Premises or the Building. Such compliance by Tenant shall include, without limitation, compliance with all obligations to alter, maintain, or restore the Premises (and, as applicable, the Building), or construct improvements in or to the Premises, regardless of cost and regardless of when during the term of the Lease the work is required.

B. Tenant acknowledges that conducting its operations at the Premises and making certain alterations and improvements may require an authorization, approval or permit (collectively, "Regulatory Approval") from a governmental authority having jurisdiction over the Premises, including but not limited to the Bay Conservation and Development Commission. Tenant shall be solely responsible for obtaining any such Regulatory Approval, and Tenant shall not seek any Regulatory Approval without first obtaining the approval of Landlord, except for items listed on Exhibit “B”. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne by Tenant. Tenant shall be solely responsible for complying with any and all conditions imposed by regulatory agencies as part of a Regulatory Approval; however, Landlord shall not take any action that would materially interfere or prevent Tenant from complying with all such conditions. Any fines or penalties imposed as a result of the failure of Tenant to comply with the terms and conditions of any Regulatory Approval shall be paid and discharged by Tenant, and Landlord shall have no liability, monetary or otherwise, for said fines and penalties, except to the extent that such fines or penalties were caused by the willful acts or omissions of Landlord. To the fullest extent permitted by law, Tenant agrees to indemnify and hold Landlord and its officers, agents and employees harmless from and against any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which Landlord may incur as a result of Tenant's failure to timely obtain or comply with the terms and conditions of any Regulatory Approval. Landlord agrees to cooperate (but only to the same extent and in the same manner as a non-public entity could so cooperate, and not as an exercise of Landlord's police or regulatory power) with Tenant in filing, processing and obtaining all Regulatory

Approvals, and upon request of Tenant, to join with Tenant as co-applicant in filing, processing and obtaining all Regulatory Approvals; provided, however, that Landlord may refuse to file, process or obtain Regulatory Approvals or to join Tenant as a co-applicant if Landlord determines in its sole and absolute discretion that it is not in Landlord's best interest to do so. Nothing contained herein shall be deemed to limit or otherwise constrain Landlord's discretion, powers, and duties as a regulatory agency with certain police powers.

C. Tenant understands and agrees that Landlord is entering into this Lease in its capacity as a landowner with a proprietary interest in the Premises and not as a regulatory agency of the City of Berkeley with certain police powers. Landlord's legal status shall in no way limit the obligation of Tenant to obtain any required approvals from Landlord's departments, boards, or commissions that have jurisdiction over the Premises. By Landlord's entering into this Lease, neither Landlord nor any of City Council, boards, commissions, agencies, departments, or Affiliates obligates itself to any other governmental agent, board, commission or agency, or to Tenant, or to any other individual or entity, with regard to any discretionary action relating to development or operation of the Premises or Aquatic Park. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required or desirable for the improvement, alteration, or operation of the Premises or Aquatic Park. By entering into this Lease, Landlord is in no way modifying or limiting the obligation of Tenant to cause the Premises to be used and occupied in accordance with all laws.

17. ASSIGNMENT AND SUBLEASE

A. Any provision of this Lease to the contrary notwithstanding, Tenant shall not directly or indirectly, by operation of law or otherwise, transfer, assign, pledge, encumber or hypothecate this Lease or all or any portion of the Premises or Tenant's interest in and to the Premises (collectively, an "Assignment") or sublet the Premises or any portion thereof or permit the Premises or any portion thereof to be used, occupied or managed by anyone other than Tenant pursuant to any Lease, use or concession agreement or otherwise (collectively, a "Sublease") without first obtaining Landlord's written consent. Any assignment, encumbrance, or sublease without Landlord's written consent shall be voidable and, at Landlord's election, shall constitute a default. City has the sole discretion to determine whether to agree to any sublease or assignment. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

B. Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment, or execution against Tenant, in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Tenant or by any process of law. Possession of the Premises shall not be divested from Tenant in such proceedings or by any process of law without the prior written consent of Landlord.

C. Tenant expressly waives any rights that it might otherwise be deemed to possess pursuant to applicable law, including without limitation, Section 1997.040 of the California Civil Code, to limit any remedy of Landlord pursuant to Section 1951.2 or 1951.4 of the Code by means of proof that enforcement of a restriction on use of the Premises would be unreasonable.

18. INSPECTION

Landlord may enter the Premises at all reasonable times (with reasonable advance notice except in case of emergency) (i) to inspect the same; (ii) to exhibit the same to prospective purchasers, mortgagees or tenants; (iii) to conduct tests, inspections and surveys to determine whether Tenant is complying with all of its obligations hereunder; (iv) to post notices of nonresponsibility or other notices that may be permitted hereunder; (v) to post "to Lease" signs of reasonable size upon the Premises during the last ninety (90) days of the Term; and (vi) to make repairs required or permitted to be made by Landlord or repairs to any adjoining space or any utility systems or to make repairs, alterations or additions to any other portion of the Building or Aquatic Park; provided, however, that all such work shall be done as promptly and with as little interference to Tenant as reasonably possible. Tenant hereby waives all claims against Landlord for any injury or inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises resulting from Landlord's entry into the Premises or any work performed therein by Landlord. Landlord shall at all times have a key to all doors in and about the Premises (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency to obtain entry to the Premises. Tenant also shall provide Landlord with written notice of the name, address, telephone number, and Tenant's account number of the burglar alarm company (if any) utilized by Tenant for the Premises. Any entry to the Premises by any of said means or otherwise shall not under any circumstances be deemed a forcible or unlawful entry into or a detainer of the Premises or an eviction (actual or constructive) of Tenant from the Premises.

19. DEFAULT

The occurrence of any one of the following shall constitute an event of default on the part of Tenant:

A. Failure to Use Premises. Failure to use the Premises as specified in Sections 5 and 6.

B. Nonpayment of Rent. Failure to pay any installment of rent or any other sum due and payable hereunder upon the date when such payment is due, such failure continuing for a period of five (5) days after written notice of such failure; provided, however, that Landlord shall not be required to provide such notice more than twice during any consecutive twelve (12) months with respect to non-payment of any portion of rent, the third such non-payment during any consecutive twelve (12) months constituting an event of default without requirement of notice.

C. Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease, such failure having continued for thirty (30) days after notice of such failure from Landlord or such longer period as is reasonably necessary to remedy such default, provided that Tenant has commenced to remedy the default within such thirty (30) day period and shall continuously and diligently pursue such remedy until such default is cured.

D. General Assignment. A general assignment by Tenant for the benefit of creditors.

E. Bankruptcy. The filing of a voluntary petition in bankruptcy by Tenant, or the

filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and to continue to perform the obligations of Tenant hereunder, such trustee or Tenant, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant hereunder outstanding as of the date of affirmance and shall provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations hereunder. Any transferee (by operation of law or otherwise) must provide Landlord with adequate assurance of its future performance under this Lease. In the event of Tenant's bankruptcy, insolvency or reorganization, the parties specifically intend that the actions of the trustee or Tenant in assuming and/or assigning this Lease shall be governed by Section 365 of Title 11 of the United States Code applicable to shopping center leases.

F. Receivership. The employment of a receiver to take possession of all or substantially all of Tenant's assets in the Premises.

G. Insolvency. The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets in or on the Premises; the admission by Tenant in writing of its inability to pay its debts as they become due; the filing by Tenant of a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation; the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or if, within thirty (30) days after the commencement of any proceeding against Tenant seeking reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation, such proceeding shall not have been dismissed.

H. Release of Hazardous or Toxic Substances or Materials and Other Environmental Impacts. Any release or discharge in, on, under, around, or from the Premises and/or Aquatic Park by Tenant, its agents or employees of Hazardous Substances which has not been fully cleaned up within ten (10) days after such release or discharge. Any negative impacts to the natural habitat and environment of Aquatic Park and/or the Main Lagoon caused by Tenant that are documented by a qualified, independent source and for which reasonable remediation measures are not available, or the Tenant fails to cooperate with the Landlord in implementing in a timely manner reasonable measures intended to mitigate any negative impacts.

I. Illegal Drugs. Any release or discharge of chemicals, toxics, solution in connection with the manufacturing and mixing of any illegal substance on the premises.

J. Non-compliance with lease term. Failure to perform any of the obligations and improvements listed on Exhibit “B”, such failure continuing for 30 days after notice from the landlord of said default.

20. REMEDIES UPON DEFAULT

A. Termination. In the event of the occurrence of any event of default, Landlord shall have the right immediately to terminate this Lease by written notice and at any time thereafter to recover possession of the Premises or any part thereof and to expel and remove

Tenant, any other person or party occupying the same and all Premises located therein, by any lawful means and to reenter the Premises without prejudice to any of the remedies that Landlord may have under this Lease or under law or equity.

B. Continuation After Default. In the event of any default, this Lease shall continue in effect for so long as Landlord does not terminate this Lease under subsection A above. In such case, Landlord may enforce all its rights and remedies under this Lease, including without limitation, the right to recover rent as it becomes due, and all of its rights and remedies under law. Acts of maintenance, preservation, efforts to relet the Premises for Tenant's account or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate this Lease or Tenant's right to possession.

C. Damages Upon Termination. Should Landlord terminate this Lease pursuant to subsection A above, in addition to any other rights and remedies to which it may be entitled under applicable law, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent and other amounts which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rent loss that Tenant proves reasonably could have been avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves reasonably could be avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would likely result therefrom, including without limitation, the costs and expenses (including brokerage commissions and advertising costs) incurred by Landlord, with or without terminating the Lease, (1) in retaking possession of the Premises; (2) in cleaning and making repairs and alterations to the Premises reasonably necessary to return the Premises to good condition for the use permitted by this Lease and otherwise to prepare the Premises for reletting;(3) in removing all persons and personal property from the Premises and transporting and storing any of Tenant's personal property left at the Premises, although Landlord shall have no obligation to remove, transport, or store any of such personal property; and (4) in reletting the Premises for such term, at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; plus (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under California law. The "worth at the time of award" of the amounts referred to in (i) and (ii) shall be computed with interest at the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Computation of Rent For Purposes of Default. For purposes of computing unpaid rent which would have accrued and become payable pursuant to subsection C above, unpaid rent shall include the total rent for the balance of the term of the Lease.

E. Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and not alternative to the extent permitted by law and except as otherwise specifically provided herein.

F. No Waiver. Landlord's waiver of any breach of a covenant or condition hereof, or

Landlord's failure to declare any default immediately upon occurrence thereof or a delay in taking any action in connection therewith shall not waive such breach or such covenant or condition or any subsequent breach thereof. The subsequent acceptance of rent or other monies by Landlord shall not be deemed a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular rent or other sum so accepted, regardless of Landlord's knowledge of such default at the time of its acceptance of rent.

G. No Right of Redemption. Tenant waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179 or any other present or future law in the event Tenant is evicted or Landlord takes possession of the Premises by reason of Tenant's default.

21. ENVIRONMENTAL OBLIGATIONS

A. Tenant shall not, without Landlord's prior written consent (which consent may be granted or denied in Landlord's sole discretion), install, bring into or release or discharge in, on, under, around, or from the Premises any (i) asbestos-containing materials, (ii) electrical transformers, fluorescent light fixtures with ballasts or other equipment containing PCB's or (iii) materials which constitute hazardous, extremely hazardous or toxic materials under the Resource Conservation and Recovery Act, the California Hazardous Waste Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 or any other applicable law or regulation concerning hazardous or toxic materials, (collectively "Hazardous Substances") and has not done so prior to the effective date of this Lease. Any Hazardous Substances which are used, stored, treated, disposed of or released from the Premises by Tenant or its representatives, agents, employees or invitees, shall be used, stored, treated, released and disposed of in accordance with all applicable laws and regulations.

B. If Tenant knows or has reasonable cause to believe that any Hazardous Substance has been released on or beneath the Premises, Tenant shall immediately notify the Berkeley Police Department and the Toxic Management Office and promptly give written notice of same to Landlord. If Tenant knows or has reasonable cause to believe that such substance is an imminent and material danger to public health or safety, Tenant shall take all actions necessary to alleviate such danger. Tenant shall provide to Landlord as promptly as possible, and in any event within five business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof and concerning Hazardous Substances. Tenant shall not negotiate or enter into any settlement agreement, consent decree or other compromise in respect of Hazardous Substances affecting the Premises or the Premises without first giving Landlord prior written notice and full opportunity to appear, intervene or otherwise protect Landlord's rights and interests.

C. Without limitation of the provisions of Section 14 hereof, Tenant shall indemnify, defend and hold Landlord and its affiliates harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Lease as a result of the handling of Hazardous Substances on the Premises, or Aquatic Park by Tenant, its agents or invitees, including without limitation, all costs of monitoring, investigating, and remediation of the same, damages for diminution in the value of the Premises, damages for

the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of any such space and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees. This indemnification by Tenant includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work requested by Landlord or required by any federal, state or local governmental agency or political subdivision because of Hazardous Substance present in the soil or groundwater in, on or under the Premises or in any improvements. Without limiting the foregoing, if the presence of any Hazardous Substance in, on, under or about the Premises caused or permitted by Tenant results in any contamination of the Premises or Aquatic Park, Tenant, at its sole expense, promptly shall take all action that is necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Substance in, on, under or about the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions could not potentially have any material adverse effect upon the Premises. Tenant's obligations under this Section 21.C. shall survive the expiration or termination of this Lease.

22. LANDLORD'S RIGHT TO CURE

All covenants to be performed by Tenant shall be performed at Tenant's sole cost and expense and without abatement of rent. Without limiting Landlord's rights under any other provision of this Lease, if Tenant shall fail to pay any sum of money or shall fail to perform any other act and such failure shall have become an event of default under Section 19, Landlord, without waiving or releasing Tenant from any of its obligations, may make (but shall not be obligated to make) any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent and shall be payable to Landlord immediately upon Landlord's written demand.

23. EMINENT DOMAIN

A. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken on the earlier of the dates that title vests in the condemning authority or such authority takes possession of the Premises. In the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to the other party within thirty (30) days after such date of taking; provided, however, that Tenant shall have no right to terminate this Lease unless the portion of the Premises taken shall be of such extent and nature as substantially to impede or impair Tenant's use of the balance of the Premises. In the event of any such taking, Landlord shall be entitled to all compensation, damages, income, rent, awards and interest that may be paid or made in connection with such taking. Tenant shall have no claim against Landlord for the value of any unexpired Term; however, Landlord shall cooperate with Tenant if Tenant seeks to recover, at its sole expense, proceeds or awards paid to compensate for damage to the "goodwill" associated with Tenant's business. Any such amounts recovered shall belong to Tenant.

B. If any part of the Premises shall be so taken and this Lease shall not be terminated, then this Lease shall continue in full force and effect, except that the Rent shall be reduced in the same proportion that the rentable area of the Premises taken bears to the original rentable area of the Premises. Landlord, upon receipt of the award, shall make all necessary

repairs and alterations (exclusive of Tenant's trade fixtures, furniture, furnishings, personal Premises, decorations, signs and contents) to restore the portion of the Premises remaining to as near its former condition as the circumstances will permit and to restore the Building to the extent necessary to constitute the portion of the Building not so taken a complete architectural unit. Landlord, in any event, shall not be required to spend for such repairs and alterations an amount in excess of the amount received by Landlord as damages for the taking of such part of the Premises and/or Building; and Tenant, at its sole cost and expense, shall make all necessary repairs and alterations to Tenant's trade and lighting fixtures, furniture, furnishings, personal Premises, decorations, signs and contents.

C. As used herein, the "amount received by Landlord" shall mean that portion of the award received by Landlord as damages from the condemning authority which is free and clear of all prior claims or collections by Landlord and less reasonable attorneys' and appraisers' fees and expenses.

24. SUBORDINATION

A. This Lease shall be subject and subordinated to (i) all ground or underlying leases which have been or may hereafter be executed affecting the Premises, (ii) any Declaration of Covenants, Conditions and Restrictions now or hereafter recorded affecting Aquatic Park, all without the necessity of having further instruments executed on behalf of Tenant to effectuate such subordination.

B. Tenant agrees to execute and deliver upon demand such further instruments or documents as may reasonably be required by Landlord to evidence any such subordination of this Lease. Tenant hereby constitutes and appoints Landlord, as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instrument(s) on behalf of Tenant.

25. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or operate as an assignment to it of any or all such subleases or subtenancies.

26. TRANSFER BY LANDLORD

In the event the original Landlord or any successor owner of Aquatic Park shall sell or convey the Premises or the Building, or any portion thereof that includes the Premises, all liabilities and obligations on the part of the original Landlord or such successor owner shall terminate. All such liabilities and obligations thereupon shall be binding only upon the new owner. Tenant agrees to attorn to such new owner.

27. ESTOPPEL CERTIFICATES

From time to time, Tenant shall execute and deliver to Landlord promptly upon request a certificate certifying (i) that this Lease is unmodified and in full force and effect or, if there has been any modification, that this Lease is in full force and effect as modified, and stating the date

and nature of each such modification; (ii) the date to which rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in such certificate; (iv) that Landlord is not in default under this Lease and that Tenant has no claims, charges, offsets or defenses against Landlord, or specifying the nature of any such default or claim, charges, offsets or defense; and (v) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, vendee, or other party. If Tenant fails to execute and deliver any such certificate within ten (10) business days after Landlord's written request, such failure, at Landlord's election, shall be conclusive against Tenant that this Lease is in full force and effect, without modification (except as may be represented by Landlord), that there are no uncured defaults in Landlord's performance, and that not more than one month's rent has been paid in advance.

28. HOLDING OVER

If, after the expiration of the Term of the Lease, Tenant remains in possession of the Premises with Landlord's consent all provisions of this Lease shall remain in effect with the following exceptions: (1)Tenant shall become a tenant from month-to-month, such tenancy terminable on thirty (30) days' notice given at any time by either party; and (2) the Rent shall increase to 120% of the amount of the rent when the Lease expired.

29. CHANGES BY LANDLORD

A. The description of the Premises and the location of any Premises utility system(s), including without limitation electrical, plumbing, shall be subject to such minor changes as Landlord determines to be necessary or desirable in the course of any construction performed by or under the authorization of Landlord. No such changes shall invalidate or affect this Lease. Landlord shall effect such changes using reasonable efforts not to disturb Tenant's business. Tenant shall have no claim against Landlord for abatement of rent or loss of business as a result of any such disturbance.

B. Landlord shall have the right in its sole discretion to, among other things, change permitted land uses, install, maintain and remove public improvements, change the arrangement, character, use or location of entrances or passageways, walkways, streets, sidewalks, parking areas, stairs, landscaping, toilets, and other facilities and portions of Aquatic Park, and to change the name, number or designation by which the Building is commonly known. None of the foregoing shall be deemed an actual or constructive eviction of Tenant, nor shall it entitle Tenant to any reduction of rent hereunder or result in any liability of Landlord to Tenant; provided, however, Landlord shall not unreasonably obstruct or interfere with access to or the lines of sight toward the Premises.

30. GOVERNING LAW

This Lease shall be governed by the laws of the State of California.

31. SECURITY DEPOSIT

As security for the full and faithful performance by Tenant of each and every term, provision,

covenant, and condition of this Lease, Tenant shall deposit with Landlord in an amount of **THREE HUNDRED DOLLARS ($300)**, unless waived in whole or in part by Landlord. Such security shall be deposited on or before the Effective Date of this Lease.

If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to the payment of rent, Landlord may use the security deposit or any portion of it to cure the default or compensate the Landlord for all damage sustained by Landlord resulting from Tenant's default. If Landlord so uses any portion of the security deposit, Tenant will restore the security deposit to its original amount within ten (10) days after written demand from Landlord.

Landlord will not be required to keep the security deposit separate from its own funds and Tenant shall not be entitled to interest on the security deposit. The security deposit will not be a limitation on Landlord's damages or other rights under this Lease, or a payment of liquidated damages or an advance payment of the rent. If Tenant pays the rent and performs all of its other obligations under this Lease, Landlord shall return the unused portion of the security deposit to Tenant within sixty (60) days after the end of the term. Landlord may deliver the security deposit to a purchaser of the Premises and be discharged from further liability with respect to it.

32. SIGNAGE

The size, design, material and location of any sign, marquee, awning, decoration or other attachment, advertising material or lettering on the Premises or on the exterior of the Building (collectively "signage") shall be subject to Landlord's prior written approval. All such signage shall comply with the criteria outlined in Landlord's General Design Requirements (if any) and shall be subject to the following provisions:

A. Tenant, at its sole expense, shall submit to Landlord a written description of all proposed signage, including dimensions, color, proposed location and other pertinent information ("Signage Proposal"). Landlord shall review the Signage Proposal and shall notify Tenant in writing of its approval, or reason(s) for its disapproval, within thirty (30) business days after Landlord's receipt of the Signage Proposal. If disapproved, Tenant shall make all required modifications to the Signage Proposal and shall resubmit the same to Landlord within seven (7) days after its receipt of Landlord's disapproval.

B. Within ten (10) days after Landlord's approval of the Signage Proposal, Tenant, at its sole expense, shall cause to be prepared and submitted to Landlord two (2) sets of plans ("Sign Plans") reflecting in detail the information contained in the approved Signage Proposal. Landlord shall review the Sign Plans within thirty (30) days after Landlord's receipt of the same.

C. Upon Tenant's receipt of its sign permit from Landlord, Tenant shall construct and/or install all signage shown on the Sign Plans; in any event, however, Tenant shall complete such construction and/or installation not later than thirty (30) days after the sign permit is issued, unless otherwise agreed to by the City in writing.

D. Upon Landlord's request, Tenant immediately shall remove any signage that Tenant has placed or permitted to be placed in, on or about the Premises or Building contrary to the terms of this Section 32. If Tenant fails to do so, Landlord may enter upon the Premises and

remove the same at Tenant's expense. Tenant, at its sole expense, shall maintain and replace all approved signage and shall repair, at its sole expense, any damage to the Building caused by the erection, maintenance or removal of any signage, including any damage caused by Tenant's removal of its signage at the expiration or earlier termination of the Lease. Tenant also shall comply with such regulations as may from time to time be promulgated by Landlord governing the signage of all tenants in Aquatic Park.

33. NO PARTNERSHIP

It is expressly understood and agreed that Landlord shall not be deemed in any way or for any purpose a partner, agent or principal of Tenant, in the conduct of its business or otherwise, or a joint venture or member of a joint enterprise with Tenant.

34. NO WAIVER

Landlord's waiver of Tenant's breach of any covenant or condition shall not be deemed a waiver of any subsequent breach of the same or any other covenant or condition, nor shall any custom or practice which may develop between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord to insist upon Tenant's performance in strict accordance with the terms of this Lease.

35. NOTICES

All notices, demands, consents or approvals which may or are required to be given by either party shall be in writing and shall be deemed to have been received when delivered personally or on the earlier of the date of actual receipt or two (2) business days following deposit in the United States mail, registered or certified, postage prepaid, addressed as follows:

To Tenant: Youth Musical Theater Company
1000 42nd Street
Oakland, CA 94608

To Landlord: Parks, Recreation & Waterfront
City of Berkeley
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

With copy to: City Manager
City of Berkeley
2180 Milvia Street, 5th Floor
Berkeley, CA 94704

Notices to Landlord regarding Hazardous Substances required by Section 21 hereof shall be sent both to the above addresses and to such other place as either party may from time to time designate in a written notice to the other party, or in the case of Tenant, delivered to the Premises.

Tenant will appoint an agent to receive the service of all proceedings, demands, and

notices hereunder the person in charge of or occupying the Premises at the time. If no person shall be in charge of or occupying the same, then such service may be made by attaching the same on the main entrance of the Premises

36. COMPLETE AGREEMENT

This Lease is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding involving this Lease. The language and all parts of this Lease shall be construed as a whole and in accordance with its fair meaning and not restricted for or against either party. This Lease may be modified or amended only by a written instrument signed by both parties.

37. REQUESTS FOR CONSENT; WAIVER OF CLAIM

Tenant hereby waives any claim for damages against Landlord that it may have based upon any assertion that Landlord unreasonably has withheld or has delayed any consent or approval, and Tenant's sole remedy shall be an action for specific performance of such provision, injunction or declaratory judgment. In the event of a final determination in Tenant's favor, the requested consent or approval shall be deemed to have been granted.

38. INTERPRETATION

The use of masculine, feminine, or neuter genders shall include the other genders, and the singular shall include the plural and vice-versa. Headings are intended for convenience only and shall not be referred to in construing any provision. If there is more than one party as Tenant, the obligations imposed upon Tenant shall be joint and several. If any provision(s) of this Lease shall be found, to any extent, to be invalid or unenforceable the remainder of the Lease shall not be affected thereby.

39. SUCCESSORS AND ASSIGNS

This Lease shall be binding upon and shall inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and shall inure to the benefit of Tenant, its heirs, successors and (to the extent assignment may be permitted hereunder) assigns.

40. AUTHORITY

If Tenant is a corporation or partnership, each of the persons executing this Lease on behalf of Tenant covenants and warrants that Tenant is a duly authorized and existing corporation or partnership, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Lease and that each person signing on behalf of Tenant is authorized to do so.

41. UNAVOIDABLE DELAYS

A. In the event that Tenant or Landlord is delayed, directly or indirectly, from the performance of any act or thing required to be done or performed under the terms or conditions hereof by acts of the other party to this Lease, acts of God, fire, floods, inclement weather, unavoidable governmental action, strikes or labor difficulties of any and all kinds, shortages of or delay in the delivery of materials, acts of war, riot and civil commotion, or by any other cause beyond the reasonable control of Tenant or Landlord, as the case may be, such failure shall not be deemed to be a breach of this Lease or a violation of any such covenants or conditions and the time within which Tenant or Landlord must perform any such act shall be extended by a period of time equal to the period of delay arising from any of such causes.

B. Notwithstanding any provision of this Section 41 or any other provision of this Lease to the contrary, it is understood and agreed that there shall be no abatement of, or delay in the commencement of, or payment of any sum due to Landlord under this Lease.

42. TIME OF THE ESSENCE

Time is of the essence of each and every covenant and condition of this Lease.

43. BROKERAGE

Landlord and Tenant hereby represent and warrant, each to the other, that they have not disclosed this Lease or the subject matter hereof to, and have not otherwise dealt with, any broker, finder or any other person, firm, corporation or other legal entity so as to create any legal right or claim of whatsoever kind or nature for a commission or similar fee or compensation with respect to the Premises or this Lease. Landlord and Tenant hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim (and all expenses, including attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and relating to the Premises or this Lease.

44. CITY NON-DISCRIMINATION ORDINANCE

A. Tenant hereby agrees to comply with the provisions of the Berkeley Municipal Code ("B.M.C."), including without limitation Chapter 13.26, as amended from time to time. In the performance of its obligations under this Lease, Tenant agrees as follows:

1. Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

2. Tenant shall permit Landlord access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the reasonable opinion of Landlord, are necessary to monitor compliance with this non-discrimination provision. In addition, Tenant shall fill out, in a timely fashion, forms supplied by Landlord to monitor this non-discrimination provision.

B. Tenant understands that this Lease is governed by City Council Resolution No.

58,664 – N.S.. This resolution, as may be amended from time, stipulates that Tenant's memberships policies may be reviewed by the City for compliance therewith at any time, and that unsatisfactory membership policies may result in non-renewal of this Lease or termination by the City.

45. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES

A. If Tenant provides any aid, service or benefit to others on the Landlord's behalf, Tenant shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Tenant shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the Landlord.

B. If Tenant is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Tenant shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Tenant. All of Tenant's activities must be in accordance with these laws, ordinances, codes, and regulations, and Tenant shall be solely responsible for complying therewith.

46. CONFLICT OF INTEREST PROHIBITED

A. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Tenant nor any employee, officer, director, partner or member of Tenant, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a board, a committee or commission member of Landlord, who has directly or indirectly influenced the making of this Lease.

B. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 *et seq.,*) no person who is a director, officer, partner, trustee, employee or consultant of Tenant, or immediate family member of any of the preceding, shall make or participate in a decision made by Landlord or any of its boards, commissions or committees, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Tenant, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

C. Interpretation of this paragraph shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

47. NUCLEAR FREE BERKELEY

Tenant agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as

amended from time to time.

48. OPPRESSIVE STATES

A. In accordance with Resolution No. 59,853 – N.S., Tenant certifies that it has no contractual relations with, and agrees during the term of this Lease to forego contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.

(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.

(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Lease) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

B. For purposes of this Lease, the Tibet Autonomous Region and the provinces of Ado, Kham, and U-Tsang shall be deemed oppressive states.

C. Tenant's failure to comply with this paragraph shall constitute a default of this Lease and Landlord may terminate this Lease pursuant to Section 19. In the event that Landlord terminates this Lease due to a default under this provision, Landlord may deem Tenant a non-responsible bidder for five (5) years from the date this Lease is terminated.

49. BERKELEY LIVING WAGE ORDINANCE (LWO)

A. Tenant agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance (LWO). If Tenant employs six (6) or more part-time or full-time employees, and generates $350,000 or more in annual gross receipts, Tenant will be required to provide all eligible employees with City mandated minimum compensation during the term of this lease, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.

B. Tenant shall be required to maintain all reasonable records and documents that would establish whether Tenant is subject to Berkeley's Living Wage Ordinance. If Tenant is subject to the LWO, as defined therein, Tenant shall be further required to maintain monthly records of those employees located on the leased premises. These records shall include the total number of hours worked, the number of hours spent providing service on the leased Premises, the hourly rate paid, and the amount paid by Tenant for health benefits, if any, for each of its employees providing services under the lease. The records described in this paragraph shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default, subject to the provisions contained in Section 19 herein.

C. If Tenant is subject to the LWO, Tenant shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all subleases in which Tenant enters with regard to the subject premises. Subtenants shall be required to comply with this ordinance

with regard to any employees who spend 25% or more of their compensated time on the leased Premises.

D. If Tenant fails to comply with the requirements of this the LWO and this lease, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Section shall constitute default of the lease, upon which City may terminate this lease pursuant to Section 19.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Tenant's failure to pay all of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Tenant's breach.

50. BERKELEY EQUAL BENEFITS ORDINANCE (EBO)

A. Tenant hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Tenant is currently subject to the Berkeley Equal Benefits Ordinance, Tenant will be required to provide all eligible employees with City mandated equal benefits during the term of this lease, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

B. If Tenant is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Tenant agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be a considered a default, subject to the provisions of Section 19 of this lease.

C. If Tenant fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant’s failure to comply with this section shall constitute default of the lease, upon which City may terminate this lease pursuant to Section 20.

In addition, at City’s sole discretion, Tenant may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Tenant’s failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Tenant’s breach.

51. REQUIRED ACCESSIBILITY DISCLOSURE

A. Landlord hereby advises Tenant that the Premises and Facility have not undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Ground Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Project in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

B. "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)]. Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Premises with regard to such inspections and shall be subject to Landlord's prior written consent.

52. AUDIT

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office, or its designee, may conduct an audit of Tenant's financial, performance and compliance records maintained in connection with the operations and services performed under this Lease, and with the payments made under this Lease. In the event of such audit, Tenant agrees to make all such financial, performance and compliance records available to the Auditor's Office, or to its designee. City agrees to provide Tenant an opportunity to discuss and respond to any findings before a final audit report is filed.

53. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Tenant has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Tenant is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Tenant shall pay all state and federal income taxes and any other taxes lawfully assessed and due. Tenant certifies under penalty of perjury that the taxpayer identification number written below is correct.

54. SURVIVAL

The provisions of this Lease and obligations of Tenant, that by their nature, are to be performed after or are to survive termination of this Lease shall survive such termination.

55. EXHIBITS

Exhibits A, B, and C, and any other exhibit, addendum or schedule referenced in this Lease are made a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Berkeley, California effective as of the Effective Date.

LANDLORD:

CITY OF BERKELEY
A municipal corporation

By: _____ _____
City Manager Date

Approved as to form:

_____ _____
City Attorney Date

Registered by:

_____ _____
City Auditor Date

Attest:

_____ _____
City Clerk Date

TENANT:
YOUTH MUSICAL THEATRE COMPANY
A non-profit organization

By: _____ 1/10/2024
Jennifer Boesing, Executive Director Date

TENANT INFORMATION

Tax Identification No.
Incorporated: Yes No
Certified Woman Business Enterprise: Yes____ No X
Certified Minority Business Enterprise: Yes ____ No X
Certified Disadvantaged Business Enterprise: Yes (No)
City Business License No. 051951, or Exempt pursuant to B.M.C. Section _____

Exhibit "A": Leased Premises

The Premises are located within Aquatic Park in the City of Berkeley, CA. The Premises consist of two wood-frame buildings, whose addresses are 2925 and 2945 Bolivar Drive. The Property includes the fenced-in yard around and between the two buildings. The Property does not include the 13' x 9' Tool Lock-Up Area within a fenced enclosure located 56 feet north of the NW corner of the building at 2925 Bolivar Drive. The Premises does not include any portion of the lagoon, or any docks or other appurtenances that extend into the lagoon. It does not include exclusive use of any of the surrounding Aquatic Park land beyond that mentioned above.

Leased Premises: ■ Lease buildings
□ Leased exterior areas

Exhibit "B" Schedule of Improvements

Youth Musical Theater Company

Year	What/Location	Description	Estimated Cost
2022	Exterior	Create a new porch/ ADA landing space at front door of Building A	$ 10,000
2022	Exterior	Metal gate and framed re-entry	$ 9,000
2022	Heating and cooling system	HVAC system (A/C plus air filtration system)	$ 10,500
2024	Landscaping	Weeding and Planters near Building A	$ 10,000
2025	Heating and cooling system	Drainage and sump pump	$ 5,000
2026	Painting	Rebuild/ Restoration of exterior paint	$ 5,000
2027	Flooring	New (sprung) floors in Building A	$ 18,000
2029	Windows	New windows in Building A	$ 12,000
2030	Heating and cooling system	Add heating system in Building B	$ 5,000
2033	Door	Barn door off Building A	$ 45,000
		TOTAL	**$ 129,500.00**

Exhibit "C": Berkeley Municipal Code, Chapter 6.04

Section 6.04.010 Definitions.

Chapter 6.04 BERKELEY AQUATIC PARK*

Section 6.04.010 Definitions.

For the purpose of this chapter certain words and phrases are defined and certain provisions shall be construed as herein set out, unless it shall be apparent from the context that a different meaning is intended.

A. "Berkeley Aquatic Park" means that area owned or controlled by the City of Berkeley, bounded by the Eastshore Highway on the west, Third Street on the east, University Avenue on the north and Ashby Avenue on the south, which is used as an aquatic park.

B. "Concessionaire" means the lessee of the boating and other facilities at the Berkeley Aquatic Park.

C. "Lake" means the Berkeley Aquatic Park lake.

D. "Motorboat" means any and all types of motor-driven craft. (Ord. 3650-NS §§ 1, 1.1, 1.2, 1.3, 1.4, 1958)

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jennifer Louis, Chief of Police

Subject: Assembly Bill 481, 2023 Annual Military Equipment Report

RECOMMENDATION
Adopt a Resolution approving the 2023 Annual Military Equipment Report.

FISCAL IMPACTS OF RECOMMENDATION
The fiscal impacts are limited to staff time for reporting and continuous training.

CURRENT SITUATION AND ITS EFFECTS
Assembly Bill 481 mandates an annual report on law enforcement use of specified military equipment be provided to the governing body of the agency.

BACKGROUND
On May 11th, 2021 the City of Berkeley adopted the Police Equipment and Community Safety Ordinance, Ordinance NO. 7,760-N.S. The Police Equipment and Community Safety Ordinance requires the Police Department submit to Council for approval an annual report on the usage and deployment of specified equipment. The 2023 annual report pursuant to this ordinance was approved by the Police Accountability Board on April 23, 2024 and the City Council approved the annual report on June 4, 2024.

On September 30, 2021, after the City of Berkeley adopted our City ordinance, Assembly Bill 481 was approved by California Governor Gavin Newsom, requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to funding, acquisition, or use of military equipment as defined in Assembly Bill 481. Like the Police Equipment and Community Safety Ordinance, this bill required an approval process for the continued use of military equipment that law enforcement agencies already possessed. In accordance with the assembly bill, the Berkeley Police Department authored Policy 709, Military Equipment policy, which was approved by the City Council on July 26, 2022.

Also similar to Berkeley's Police Equipment and Community Safety Ordinance, Assembly Bill 481 requires law enforcement agencies to submit to the governing body an annual report for each type of military equipment they possess. The required information in the annual report per Assembly Bill 481 is similar to the City of Berkeley ordinance. However, Berkeley's Police Equipment and Community Safety Ordinance requires the capturing of significantly more details on police equipment compared to Assembly Bill 481. The City ordinance requires the police department track all cases where military equipment was deployed and used (64 incidents in 2023) whereas Assembly Bill 481 only requires the tracking of military equipment that was used (16 incidents in 2023). Thus, the City ordinance provides greater detail to the Council, Police Accountability Board and community as a whole.

Additionally, the equipment required to be reported on slightly differ. Below is a table comparing the list of equipment required to be reported on per the Police Equipment and Community Safety Ordinance and Assembly Bill 481. The differences are highlighted and appear at the end of both lists.

Police Equipment and Community Safety Ordinance (City Ordinance)	**Assembly Bill 481**
• M4/Patrol Rifle Associated .223 duty and training rounds • Remington 700 Precision Rifle Associated .308 rounds • Barret Model 99 Precision Rifle Associated .50 rounds • Penn Arms single 40MM launcher • Milkor LTL 40 MM multi-launcher Associated 40mm rounds • FN 303 Launcher Associated FN rounds Associated FN Pava rounds • Chlorobenzylidene Malononitrile and Oleoresin capsicum • Light/sound distraction device • Long Range Acoustic Device (LRAD) • 36" batons • Oleoresin capsicum (OC spray)	• M4/Patrol Rifle Associated .223 duty and training rounds • Remington 700 Precision Rifle Associated .308 rounds • Barret Model 99 Precision Rifle Associated .50 rounds • Penn Arms single 40MM launcher • Milkor LTL 40 MM multi-launcher Associated 40mm rounds • FN 303 Launcher Associated FN rounds Associated FN Pava rounds • Chlorobenzylidene Malononitrile and Oleoresin capsicum • Light/sound Diversionary Device • Long Range Acoustic Device (LRAD) • Mobile Command Vehicle • ReconRobotics Recon Scout XT Robots • Andros Remotec HD-1 Hazardous Duty Robot

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION
It is required by law and policy that an annual report on military equipment be submitted to the City Council.

ALTERNATIVE ACTIONS CONSIDERED
None.

CONTACT PERSON
Jennifer Louis, Chief of Police, (510) 981-5700
Mike Durbin, Investigations Division, (510) 981-5810
Peter Lee, Provisional Lieutenant Patrol Division, (510) 981-5801

Attachments:
1: Annual Military Equipment Report
2: Resolution

Berkeley Police Department
2023 Annual Military Equipment Report

CONTENTS

Our Mission, Vision, and Values…… Page 1

Background……. Page 2

Summary of Military Equipment Use……. Page 4

Military Equipment Use…….. Page 4

Fiscal Cost……... Page 10

Conclusion……..…….. Page 16

Our Mission, Vision and Values

Our **Mission** is to safeguard our diverse community through proactive law enforcement and problem solving, treating all people with dignity and respect.

The Berkeley Police Department **Vision** is:

We will be a team of leaders at every level. We will foster strong relationships with our community, inspiring trust through our service, building on our historic tradition of progressive policing, and dedicated to the safety of all. As members of this community, we will provide proactive law enforcement and problem solving, holding these as our core **Values**:

- **Integrity:** We are ethical, fair, and trustworthy in all we do.
- **Safety:** We strive to keep our community and each other safe.
- **Respect:** We will fulfill our duties with dignity, compassion, and empathy.
- **Diversity:** We value the strength of a diverse workplace and community. We endeavor to reflect the community we service, promoting inclusion and fairness.
- **Professionalism:** We are committed to organizational excellence through progressive training, positive attitude and superior performance.

BACKGROUND

On September 30, 2021, Assembly Bill 481 was approved by California Governor Gavin Newsom, requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to funding, acquisition, or use of military equipment as defined in AB 481. This bill required the same approval process for the continued use of military equipment that law enforcement agencies already possessed. In accordance with the assembly bill, the Berkeley Police Department authored Policy 709, Military Equipment Policy, which was approved by the City Council on July 26, 2022.

Furthermore, Assembly Bill 481 requires law enforcement agencies to submit to the governing body an annual report for each type of military equipment. The Annual Report must contain the following information:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Inventory of Military Equipment

The Berkeley Police Department does not possess any tactical equipment that was obtained from the military nor does the Berkeley Police Department receive surplus military equipment from any organization.

Below is a list and inventory of military equipment (as defined in Assembly Bill 481) that is possessed by the Berkeley Police Department. The list includes consumable military equipment, namely ammunition and diversionary devices. The inventory of consumable military equipment varies throughout the year due to training. While the Berkeley Police Department strives to be accurate in its reporting, the inventory of consumable equipment in this report are captured in a moment in time and are approximate.

- M4/Patrol Rifle (96)
  - Associated .223 duty and training rounds (59,440)
- Remington 700 Precision Rifle (6)
  - Associated .308 rounds (2,400)
- Barret Model 99 Precision Rifle (1)
  - Associated .50 rounds (500)
- Penn Arms single 40MM launcher (20)
- Milkor LTL 40 MM multi-launcher (2)
  - Associated 40mm rounds (637)
- FN 303 Launcher (8)
  - Associated FN rounds (5,813)
  - Associated FN Pava rounds (181)
- Chlorobenzylidene Malononitrile and Oleoresin capsicum/tear gas (300)
- Light/sound Diversionary Device (110)
- Long Range Acoustic Device (LRAD) (2)
- Mobile Command Vehicle (1)
- ReconRobotics Recon Scout XT Robots (2)
- Andros Remotec HD-1 Hazardous Duty Robot (1)

An internal equipment audit was conducted to gather and confirm data for this report. Based on this audit, it was determined that there were no identified violations of equipment use, or any complaints concerning the above listed equipment.

Summary of Military Equipment Usages

The variety of equipment provides the Berkeley Police Department with options that assist in critical incidents and bring dangerous situations to a safe resolution. While the Berkeley Police Department possess the above listed military equipment, officers de-escalated almost all the situations that might have otherwise warranted the use of it. The use of military equipment is governed by Berkeley Police Department Policies and local, state, and federal laws. The use of the military equipment is restricted to only officers who have been trained in the use of the specific equipment.

The Berkeley Police Department responded to 63,691 calls for service with 5,306 stops conducted in 2023. Five of the 5,306 stops resulted in the use of the Penn Arms 40MM launcher, also known as “less lethal.” These statistics illustrate the extremely rare instances (0.00094%) that less lethal munitions are used in relation to overall contacts.

Military Equipment Usages

M4/Patrol Rifle
The M4 patterned rifle/patrol rifle is intended as a means to safely stop a lethal threat. While a pistol is the firearm that all officers are minimally equipped with, the rifle is an ancillary firearm for situations where increased distance and accuracy are needed to safely resolve the situation. The patrol rifle is used only in situations when a potential life-threatening situation exists. The following outlines the one incident where the patrol rifle was used:

1)	Officers responded to an active shooter in another city. Witnesses reported multiple shots fired with an employee shot. Patrol rifle deployed as officers made entry into the business and contacted a suspect who was armed with a firearm. Officers shot the suspect and located the victim employee deceased.

Penn Arms 40MM & FN 303 Launcher
The purpose of the Penn Arms 40MM and FN 303 launcher is to preserve life, minimize the use of force and allow time for de-escalation. Less lethal projectiles allow the user to maintain a safe distance from a subject who is armed and/or demonstrates the intent to be violent. The ability to maintain a safe distance – while still providing a level of control over the subject – allows

officers to employ de-escalation techniques, request additional resources and develop a plan to safely resolve the situation with the least amount of risk.

The following are summaries of five incidents where the Penn Arms 40MM launcher was used. In one of the five incidents, the FN303 launcher was used as well:

1) Officers responded to a disturbance call from a neighbor. Officers knew the subject they were to contact had felony warrants for his arrest for firearm violations. Additionally, officers had previously recovered a bulletproof vest during a visit to this apartment, and on another day the subject had barricaded himself in his apartment when officers attempted to contact him. On this night, Officers contacted the subject who shined a flashlight at an officer's eyes, blinding the officer on purpose. The suspect had a power drill and refused multiple requests and orders for him to put the power drill down. Patrol rifle and 40MM launcher were deployed. A trained negotiator took over communication with the subject and utilized de-escalation techniques. The subject placed the power drill down but lifted his jacket to reveal a 7" fixed-blade dagger on his belt. The subject was agitated, verbally aggressive, and cursed at officers. He was also incoherent and rambled about telepathy. The subject needed to be detained before the situation became any more dangerous. Officers launched 40MM rounds at the subject. Other officers grabbed the subject before he could grab for the dagger. The subject was immediately provided medical attention. He was arrested for the warrants and for violating an elder abuse restraining order by being at that apartment.
2) A partially naked suspect under the influence of narcotics entered a restaurant that had a stay-away court order against him. The subject violated the stay-away court order when he walked in and then climbed into the ceiling. The employees called the police as the suspect climbed back down and started throwing things. 40mm launcher deployed as officers arrived on the scene. Officers tried to talk to him, but he was yelling nonsensically as he retreated into the kitchen area and armed himself with a fire extinguisher. Officers ordered the subject to drop the fire extinguisher, but he did not comply and started spraying the fire extinguisher at the officers. He raised the fire extinguisher while moving towards an officer as if to assault the officer with it. Another officer saw this and launched a 40MM launcher round at the suspect. The subject continued to threaten officers with the fire extinguisher. The officer launched another 40MM launcher round at the suspect who then ran upstairs and barricaded himself in the bathroom. Many attempts to de-escalate the subject through the locked bathroom door were made but to no avail. The subject continued to spray the fire extinguisher at officers from under the closed door. Ultimately, officers had to force entry into the bathroom and detain the subject who was in the process of hanging himself. He was admitted to the hospital and placed on a psychiatric evaluation hold. A criminal case was

sent to the District Attorney's Office for review. An employee of the business was injured in this incident and the subject caused close to $20,000 in damages to the business.
3) The Berkley Fire Department reported a person who attempted to run into the fire station as the garage door was closing. This subject then fled from the fire station and onto the roof of a large warehouse. Officers arrived on the scene and saw the suspect on the roof. The suspect was running back and forth from one side of the roof to the other. The subject ripped cable wires from the roof and used them to climb into the warehouse where he started a fire. Officers entered the warehouse to put the fire out as the suspect climbed back onto the roof. The subject threw items from the roof at officers. Attempts to de-escalate and negotiate with the subject were not effective. Officers suspected the subject to be under the influence of narcotics. One officer launched two 40MM launcher rounds at the subject that caused him to run away from the officer to the parking lot where he was detained. The suspect was transported to the hospital by the fire department and later to jail for burglary, vandalism, arson, and probation violation.
4) A community member called the police and reported that his son was vandalizing their home. The son is known to officers as someone who uses narcotics and is extremely violent towards police officers. The father advised that his son had just left the residence and was vandalizing cars in front. 40MM launcher deployed as a group of officers approached the suspect and ordered him to the ground. Officers noted the suspect had vandalized a neighbor's vehicle next to where he was standing. The suspect did not comply with the officer's orders and charged at a police vehicle. He jumped onto the hood of the police vehicle, smashed the windshield, and stomped on the light bar on the vehicle's roof. While on top of the police vehicle, the suspect ripped out an antenna. While the suspect was stomping on the roof of the police vehicle, an officer launched a 40MM round at the suspect, but it missed. The suspect then sat on the roof of the police vehicle as officers attempted to talk to the suspect. Officers were able to safely pull the suspect off the roof of the vehicle and detain him. He was placed on a psychiatric evaluation hold and the criminal case was forwarded to the District Attorney's office for review.
5) A community member requested a Police officer conduct a welfare check on a subject who was banging his head against a van. When the officer arrived at the scene, a shirtless man ran up to the police vehicle with a large knife and stabbed at the police vehicle several times. The officer sped away to gain distance from the subject. After gaining distance from the subject, the officer exited his police vehicle and employed de-escalation techniques. The subject refused the drop the knife and pointed the knife at the officer on several occasions in a threatening manner. More officers arrived to assist. Patrol Rifle, 40MM launcher, and FN 303 launchers were deployed. Officers continued to speak to the subject and attempted to de-escalate, but the man rambled about the FBI ruining his life and was yelling at officers. This was an extremely dangerous situation as the man refused to drop the knife. Officers launched 40MM and FN303 rounds at the man causing him to drop the knife. Officers immediately

detained the man and medical attention was provided. He was placed on a psychiatric evaluation hold. The criminal case was forwarded to the District Attorney's Office.

Mobile Command Vehicle (MCV)

This vehicle is used as a mobile command post for any large-scale events or as a communications center in the event the communications center in the Public Safety Building is inoperable. Some examples of large-scale events include Solano Stroll, Juneteenth, 4th of July, Cal Berkeley football games, critical incidents or natural disasters. In 2023, the MCV was utilized as a command post during the Cal Berkeley football games that took place in Berkeley. Below is list of the dates the Cal Berkeley football team played in Berkeley and when the MCV was used:

Sept. 9, 2023
Sept. 16, 2023
Sept. 30, 2023
Oct. 17, 2023
Oct. 28, 2023
Nov. 11, 2023

ReconRobotics Recon Scout XT Robots (Throw Bot)

The Recon Scout XT robot is intended to safely provide police officers valuable information during high-risk, rapidly evolving situations via real-time audio and video footage. It can be operated a distance away, creating space between the officer and potential danger, thus decreasing the likelihood of injury to those involved in the event, or even a violent encounter between police officers and a dangerous subject. This asset furthers our commitment to the sanctity of life by offering time and distance in critical incidents.

Andros Remotec HD-1 Hazardous Duty Robot

The Remotec HD-1 robot is used as a means to approach hazardous situations where a potentially lethal threat such as an explosive device exists. The Remotec HD-1 robot allows for the examination and manipulation of an object or potential explosive device without unnecessarily putting a bomb technician's life at risk.

Light/Sound Diversionary Device

The use of a diversionary device is to create a reactionary gap of a person by temporarily disorienting them and enable arrest. This gap gives officers an opportunity to apprehend a suspect while using the minimal amount of force possible. They can also be used to safely

invoke a response or redirect the attention of subjects who are either feigning injury, ignoring police commands or are unresponsive while posing a threat to the public.

Long Range Acoustic Device (LRAD)
The LRADs are designed for clear long-range communication or communications with occupants and suspects during high-risk warrant services. The LRAD's ability to communicate clearly over a long distance is far superior to any megaphone or Public Address (PA) system mounted to a police vehicle.

The following are the four high-risk search warrants in 2023 where the throw bot, LRAD, Andros Remotec HD-1 Hazardous Duty Robot, and diversionary device were utilized:

1)	The Special Response Team conducted two search warrants at two residences in connection to a violent robbery of a Berkeley business where an elderly victim was pistol-whipped multiple times. A firearm and evidence were recovered during the service of these high-risk search warrants and several individuals were arrested. The LRAD and light/sound diversionary devices were used during the service of both warrants.
2)	A victim called the police and reported being a victim of an armed robbery. The victim memorized the suspect's license plate and provided it to the police. This vehicle was involved in numerous other Berkeley crimes. Officers located the armed robbery suspect's vehicle and initiated a vehicle stop, but the vehicle failed to yield. A pursuit was initiated. Officers lost sight of the vehicle on the freeway but located the vehicle at a residence outside of Berkeley. A high-risk search warrant was served by the Special Response Team at this residence. The throw bot, LRAD, and light/sound diversionary devices were used during the service of this warrant. Evidence was recovered from the search warrant and the suspect was apprehended at a later time.
3)	Several robberies occurred outside of Berkeley where the suspects evaded CHP in a stolen vehicle. Police officers from another agency located the suspect vehicle parked in Berkeley and surveilled it and requested Berkeley Police for assistance. Berkeley officers successfully detained the violent suspects after they attempted to flee. Several officers were hurt during the detention and a firearm with an extended magazine was located in the stolen vehicle the suspects were in. Property from armed robbery victims were located in the stolen vehicle. One of the suspects detained had a warrant stemming from a Berkeley robbery. Further investigations connected these suspects and their associates to 16 different Bay Area criminal cases that included shootings, robberies, burglaries, and other crimes. The suspects were arrested. At a later time, The Special Response Team served a high-risk search warrant on the suspects' residence in another city. The throw bot, Andros Remotec HD-1 Hazardous Duty Robot, LRAD, and light/sound diversionary devices were used during the service of this warrant. Two suspects were arrested for robbery and firearm

violations. Evidence that included two handguns and two assault rifles was recovered from this search warrant.

Drone/Unmanned Aerial System (UAS)

The Berkeley Police Department does not possess any UAS, also commonly known as a drone, but requested mutual assistance for a drone in the below two incidents. Drones are used in limited situations to enhance the Department's mission of protecting lives. The use of a drone below was governed by Berkeley Municipal Code 2.99.020. Both uses of drones were approved by the City Manager through the proper chain of command under the exigent circumstances exception.

It should be noted that reporting on the use of a drone in a mutual assistance capacity in Berkeley is the responsibility of the agency that provided the assistance. The Berkeley Police Department is not required to report on the mutual assistance drone usages to prevent double reporting, but to ensure transparency, below are details of the two incidents where a drone was utilized. The two incidents were also reported in the Berkeley Police Department's Annual Surveillance Technology Report in November of 2023.

1) On 01/19/23, the Berkeley Police Department Special Response Team responded to Oakland to serve a search and arrest warrant at a property related to an armed robbery that occurred in Berkeley on 11/23/22. Four suspects were able to elude capture the day of the robbery and investigating detectives learned the suspects were in possession of an Ak-47 and another rifle in addition to the handguns used in the robbery. The UAV was requested to search the property in Oakland from overhead and search the property and residence for a suspect believed to be inside the residence with a gun. By sending the UAV in before officers, the risk of a lethal confrontation is significantly reduced. *Subsequently the City Council was notified of the temporary use of surveillance technology in exigent circumstances.*
2) On 03/07/23, two separate armed robberies via gun occurred within 30 minutes of each other in Berkeley. The suspect vehicle was spotted by BPD Officers, pursued and lost in the Richmond area. The investigation led to an address in the City of San Pablo where the suspect vehicle was found in the driveway with the license plates now removed. A search warrant was obtained for the address and a K-9 Unit was requested and approved to locate the suspect. The responding CCCSD K-9 Unit advised BPD that before they send the K-9 into a residence they first clear the house with a UAV. Realizing that CCCSD was going to utilize a UAV to assist in our investigation, BPD officers made a request to utilize the technology per the Surveillance Ordinance. *Subsequently the City Council was notified of the temporary use of surveillance technology in exigent circumstances.*

Fiscal Cost

Funding for all training and ongoing cost in military equipment are sourced from the Berkeley Police Department's existing budget. The only military equipment that was purchased in 2023 was consumable equipment that included .223 ammunition, .50 cal ammunition, 40MM launcher training ammunition, diversionary devices, and tear gas that are used in training. The projected military equipment acquisitions in 2024 will be for .223 and .308 ammunition.

The Berkeley Police Department conducts in-house training on all specialized equipment that the department possesses. This ensures officers are fully trained to utilize the tools in the department's possession to safeguard our community. The cost of in-house training is staff time. Some of the training on specialized equipment must be conducted externally. The fiscal cost on external training related to military equipment in 2024 included expenses from firearms armorer courses ($2,235.42), Special Response Team training ($4,100.64), bomb technician training (3,244.94), and less lethal instructor training ($325). Additionally, eight police recruits attended the police academy where they received Patrol Rifle training. The total cost of the police academy $16,424.55.

M4/Patrol Rifle

Rifle prices, like other firearms, will range depending on current market demand and availability. While M4 rifles purchased several years ago cost between $1,000 and $1,200 each, current rifles cost between $1,400 and $1,600. It should be expected that these prices will fluctuate and likely increase over time.

Ammunition costs fluctuate with the costs of components (brass, primers, gunpowder, and bullets) and supply/demand. Current costs for .223 Remington range from $0.50 to $0.75 a round for training ammunition (55 grain) and $1.25 to $1.50 a round for duty ammunition (62 grain). 130 cases of .223 ammunition were acquired in 2023 with a fiscal impact of $35,00.30. The projected acquisition of .223 ammunition in 2024 is approximately 50,000 rounds for training.

Every officer that is authorized to carry a rifle on duty must attend a minimum 16-hour CA POST approved rifle instruction course before being authorized to carry the rifle on duty. This course may be administered by Berkeley Police Firearm Instructors or by other POST approved agencies. Tuition for the CA POST approved class is dependent

on the hosting agency. If conducted in-house the cost only includes the officer's hourly wage, range fee, and ammunition costs (all vary). Outside agencies charge between $25 to $500 depending on the range location and duration (some classes are 32-hours while POST only requires 16-hours.) Additionally, all officers who are issued a rifle receive specific 8-hour rifle training every two years by POST certified Berkeley Police Department Firearm Instructors.

Typical round count for such classes range between 800 rounds and 1200 rounds per student. Additionally, all officers issued a rifle receive specific 8-hour rifle training every two years by a BPD firearm instructor which constitutes an additional 500 or so rounds per officer.

Maintenance costs vary depending on use over time. Traditionally, various springs and pins need to be replaced every five years and may cost between $3 and $30 per rifle. Other parts such as the barrel and bolt need to be replaced around ten years and range between $150 and $300 per rifle.

Penn Arms 40MM Single Launcher

Penn Arms 40MM single launchers purchased by the department cost $815.00 each. Ongoing cost for Penn Arms single launcher should be based on the projectiles used in training and on duty. This will fluctuate based on department trainings, projectile availability and events that unfold in the city and surrounding region. In 2023, 2,000 40MM launcher training ammunition and training reload kits were purchased with a fiscal impact of $11,48.47.

Every officer authorized to deploy a less lethal launcher must pass a certification course administered by a Berkeley Police Department Firearms Instructor. The certification class consists of classroom, range qualification and scenario application if the venue allows. This class is largely handled in house; thus, the cost only includes staff time, range fees, and projectile costs, which all vary.

Maintenance costs vary depending on use. Generally, various springs and pins need to be replaced every 5 years which can cost $3 to $30.

Milkor LTL Multi-Launcher

Milkor LTL Multi-Launchers purchased by the department cost $3,950.00 each. The ongoing cost for the Milkor LTL launcher should be based on the projectiles used in training and on duty. This will fluctuate based on department trainings, projectile availability and events that unfold in the city and surrounding region.

Every officer authorized to deploy a less lethal launcher must pass a certification course administered by a Berkeley Police Firearm Instructor. The certification class consists of classroom, range qualification and scenario application if the venue allows. This class is largely handled in house; thus, the cost only includes the officer's hourly wage, range fees, and projectile costs which all vary.

Maintenance costs vary depending on use. Generally, various springs and pins need to be replaced every 5 years which can cost $3 to $30.

FN 303 and FN Pava Impact Projectile

FN 303s purchased by the department cost $800.00 each. Ongoing cost associated with the FN303 launcher should be based on the projectiles used in training and on duty. This will fluctuate based on department trainings, projectile availability and events that unfold in the city and surrounding region.

Every officer authorized to deploy a less lethal launcher must pass a certification course administered by a Berkeley Police Firearm Instructor. The certification class consists of classroom, range qualification and scenario application if the venue allows. This class is largely handled in house; thus, the cost only includes the officer's hourly wage, range fees, and projectile costs which all vary.

Maintenance costs vary depending on use. Generally, O-rings need to be replaced every 3,000 rounds and cost $30 per kit.

Chlorobenzylidene Malononitrile and Oleoresin Capsicum ("tear gas")

The cost for CS canisters ranges from $20.00 to $39.00 per unit. The cost for OC canisters ranges from $36.00 to $44.00 per unit. Training is conducted by a Police Officer Standard Training (POST) certified Berkeley Police chemical agent training officer. The cost of training is staff time. In 2023, 96 units of tear gas were purchased to replace expired ones and the remaining units that were set to expire in 2024.

Remington 700 Rifle
The initial cost to purchase this rifle with its associated components is approximately $10,000 dollars each. Their average life span is 10-years at which time it will likely need to be replaced. Ongoing cost for all firearms should be based on the ammunition used in training and on duty and maintenance. This will fluctuate based on training.

The cost associated with training is the staff time, range fees, and cost of spent ammunition. Special Response Team (SRT) members train once a month and, on average, each member shoots approximately 50-rounds. Currently, there are only 4 members shooting at each training day. This equates to approximately 2,400 rounds of ammunition being fired per year. This does not include special training days or attendance to training schools/classes. A single box of 20-rounds costs approximately $20 dollars or $1 dollar per round. Authorized and trained Berkeley Police armorers service and provide regular maintenance of the rifles. The cost of maintenance is staff time. The projected acquisition of .308 ammunition in 2024 is approximately 6,000 rounds for training.

ReconRobotics Recon Scout XT
The initial cost for the Recon Scout XT robot was about $12,500 per unit in 2010. There are no ongoing costs associated with the use of the Recon Scout XT robot. Being that it is battery operated, there is a nominal cost associated with charging the Recon Scout XT robot's batteries, and the batteries of the OCU (controller).

The Recon Scout XT robot is fairly simple to operate, thus there is no cost associated with training officers in its use. Generally, the Recon Scout XT robot is robust and does not need regular repair or service. The cost of training is staff time.

Andros Remotec HD-1 Hazardous Duty Robot
The Hazardous Duty Robot was purchased in 2008 for $214,496. Being that it is battery operated, there is a nominal cost associated with charging the robot. Maintenance of the Hazardous Duty Robot is conducted by the Berkeley Police Bomb Technicians.

Berkeley Police Bomb Technicians are trained during regular bomb squad training sessions and maintain their skills through training scenarios. The cost of training and maintenance is limited to staff time.

Light/Sound Diversionary Device
Diversionary Devices cost approximately $45 per unit. Purchases for these tools are made when inventory becomes low, based upon critical incident usage and Special Response Team trainings that incorporate live devices. $2,716.25 was spent in 2023 to acquire 48 diversionary devices that replaced ones that expired or were used during training.

Only trained and qualified personnel are permitted to deploy diversionary devices. These trained Berkeley Police officers are typically members of the Berkeley Police Department Special Response Team who receive monthly training which includes training in the deployment of diversionary devices. The cost of training is staff time.

Long Range Acoustic Device (LRADS)
The LRAD 450XL and the LRAD 100X were purchased in 2018. The total cost for both the LRADs, rechargeable battery packs and accessories was $49,999. Training is conducted by Berkeley Police personnel who are trained in the use and procedures of the LRAD. The cost to train is staff time.

Mobile Command Vehicle (MCV)
The Mobile Command Vehicle was purchased in 2003 for $230,800. The ongoing cost associated to the MCV is the cost of gasoline and maintenance of the vehicle. Both gasoline and maintenance are received at the City Corporation Yard. Training is conducted in-house, by the Berkeley Police personnel, who are trained in the operation of the vehicle. The training cost is staff time.

The expected useful lifespan of the MCV was 15 years and was eligible for replacement in 2018. A replacement fund for the MCV currently amounts to $383,183.66 with $10 added into this fund a month. The vehicle is still in functioning, but will need to be replaced in the near future.

Barrett Model 99 Rifle
The retail cost of the Barrett Model 99 Rifle is approximately $12,500. The Department of Justice provided the Barrett Modell 99 Rifle to the Berkeley Police Department in 2007. The ongoing cost related to this rifle is the cost of ammunition and training.

The ammunition has a retail cost of approximately $6 dollars per bullet; $60 for a box of 10 and $600 for a case of 10 boxes, plus shipping and handling. The cost associated with training is the staff time, range fees, and cost of spent ammunition. In 2023, 500 rounds of .50 caliber ammunition was purchased for an amount of $3,768.38.

CONCLUSION

This Annual Military Equipment Report not only fulfills the obligations set forth in Assembly Bill 481 and Policy 709, it also reaffirms the commitment the Berkeley Police Department has to transparency with our community and elected officials. Continuing to build upon the trust we have with our community is the cornerstone of the Berkeley Police Department. The training and equipment outlined in this report allow for the Berkeley Police Department to achieve our mission in keeping our community safe.

The Berkeley Police Department will continue to foster strong relationships and safeguard our diverse community. We will continue to share information and be transparent with our community. Any questions, concerns or complaints regarding the equipment can be directed to the Office of Strategic Planning and Accountability, Internal Affairs Bureau, or the Police Accountability Board.

Office of Strategic Planning and Accountability:
(510) 981-5796
PLee@cityofberkeley.info

Internal Affairs:
(510) 981-5706
JJones@cityofberkeley.info

Police Accountability Board:
(510) 981-4950
DPA@cityofberkeley.info

RESOLUTION NO. ##,###-N.S.

ANNUAL REPORTING AND IMPACT STATEMENTS: POLICE EQUIPMENT AND COMMUNITY SAFETY ORDINANCE

WHEREAS, California Governor Gavin Newsom passed Assembly Bill 481 governing the funding, acquisition and use of military equipment on September 30, 2021; and

WHEREAS, Government Code 7071(a) requires all law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to funding, acquisition, or use of military equipment; and

WHEREAS, the Berkeley City Council approved Berkeley Police Department Policy 709, Military Equipment Use Policy, on July 26th 2022; and

WHEREAS, Government Code 7072 (a) requires any agency that receives approval for a Military Equipment Use Policy submit to the governing body an Annual Military Equipment Report;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it approves the Berkeley Police Department's 2023 Annual Military Equipment Report.

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Terrance Davis, Director of Public Works

Subject: Contract: Alta Planning & Design for Adeline Street Transportation Improvements Project

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Alta Planning & Design for Preliminary Engineering and Environmental Studies for the Adeline Street Transportation Improvements Project for an amount not-to-exceed $1,256,120.

SUMMARY

The attached Resolution allows the City to enter into a contract with Alta Planning & Design to begin the first stages of redesigning Adeline Street between Ashby Avenue and the City of Oakland border using concepts approved by the Council in November 2022 and December 2020. This project will further the goals of the Berkeley Strategic Transportation Plan, Bicycle Plan, Pedestrian Plan, Vision Zero Action Plan, Climate Action Plan, Age-Friendly Berkeley Action Plan and Adeline Corridor Specific Plan, by developing transit, pedestrian, and bicyclist improvements on Adeline Street. Funding for this project has been awarded through a grant from the Alameda County Transportation Commission (Alameda CTC). Per the grant requirements, preliminary engineering and environmental clearance must be completed, and all grant funding must be spent by December 31, 2026.

FISCAL IMPACTS OF RECOMMENDATION

This contract is primarily funded by a $1,095,000 Alameda CTC Comprehensive Investment Plan (CIP) grant (Capital Grant – Local Fund 307). Receipt of the awarded grant was approved by the Berkeley City Council on June 25, 2024. The contract includes a total of $161,120 in local funds from direct local distribution transportation sales tax Measure BB Local Streets and Roads Fund 134. These local funds include the Alameda CTC required 11.47% grant match of $144,076. This project budget (including the recently received Local Fund 307 and Measure BB Local Streets and Roads Fund 134) will be included in the amendment to the first annual appropriations ordinance (AAO1) in the FY 2025 Budget. The $1,256,120 contract amount includes a 10% contingency.

Alameda CTC CIP Grant Award (Capital Grant - Local Fund 307):	$1,095,000
Local funds incl. 11.47% grant match (Measure BB Fund 134):	$161,120
Total Contract:	$1,256,120

CURRENT SITUATION AND ITS EFFECTS

In 2021 and 2023, the City was awarded grant funding from the Alameda County Transportation Commission Comprehensive Investment Plan to scope and develop preliminary engineering plans for a project on Adeline Street from Ashby Avenue (adjacent to the Ashby BART station) to the southern City limits. The Adeline Street Transportation Improvements Project would construct safety improvements for pedestrians, bicyclists, and transit riders, and repurpose two of the existing general-purpose traffic lanes in order to construct protected bikeways and opportunities for public space, including space for a pedestrian plaza on the west side of Adeline Street at the Ashby BART station.

In July 2022, the City issued a Request for Qualifications (RFQ), Specification No. 22-11526-C, seeking qualified firms to provide engineering services for the Adeline Street Transportation Improvements Project.

Alta Planning & Design was selected out of the five proposals received from qualified firms. Proposals were evaluated by a panel of City Staff using a set of pre-established criteria that included the City local vendor preference policy and the Alameda CTC Local Business Contract Equity (LBCE) program. The proposal and interview with Alta Planning & Design project personnel demonstrated that their team is well-qualified to provide the City with the needed project management, preliminary engineering, community outreach and engagement support, and complete environmental certification for the Project.

Per grant requirements, preliminary engineering/environmental studies must be completed, and funds from Alameda CTC must be spent by December 31, 2026. The City will need to seek additional funding to complete Final Design and Construction of this project.

The Adeline Street Transportation Improvements Project advances the City's Strategic Goals to (1) provide state-of-the-art, well-maintained infrastructure, amenities, and facilities; (2) foster a dynamic, sustainable, and locally-based economy; (3) create a resilient, safe, connected, and prepared city; and (4) be a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

BACKGROUND

The Adeline Street Transportation Improvements Project will scope and develop preliminary engineering plans and conduct environmental analysis for pedestrian, bicycle, and public transit improvements on approximately 0.55 miles of Adeline Street from just north of Ashby Avenue to the southern City limits (King Street/62nd

Street/Stanford Avenue/ Martin Luther King Jr Way). This project supports plans for transit-oriented development (TOD) on the Ashby BART station site. As part of the project, two of the four existing traffic lanes adjacent to Ashby BART will be repurposed to provide space for a new pedestrian plaza that could accommodate the needs of the Berkeley Flea Market, which currently uses the BART parking lot west of Adeline Street. This project would repurpose two of the existing four traffic lanes south of Ashby BART, in order to construct a new protected bikeway that will close a crucial gap in the City's bicycle network, connecting neighborhood and commercial districts between the City and Oakland as well as creating safe walking and biking access to the Ashby BART station. Other proposed project improvements include repaired sidewalks, improved loading zones for businesses, upgraded traffic signals, and improved bus operations and bus stop amenities.

Council approved the overall concept design for the corridor as part of the approval of the Adeline Corridor Specific Plan on December 8, 2020, Resolution No. 69,642 N.S. Subsequently, Council approved preliminary concepts for the section of the project adjacent to Ashby BART through Resolution No. 70,622-N.S., the Adeline Street at Ashby BART Conceptual Design, at the November 29, 2022 Council Meeting. Data collection, public engagement, environmental analysis and preliminary engineering is expected to begin in summer 2024 and continue through the end of 2026. Following a robust public engagement process, internal Staff review, and the input of the Transportation and Infrastructure Commission and other City commissions, Staff anticipates bringing a concept design for this project to the Council for consideration late in 2026.

The project is divided into two sections based on geography. Section 1 is the area of Adeline Street adjacent to the Ashby BART Station which begins just north of Ashby Avenue and runs south to Martin Luther King Jr Way. Concepts for Section 1 were approved by the Council on November 29, 2022, through Resolution No. 70,622-N.S. Section 2 begins at Martin Luther King Jr Way and runs south to the Berkeley/Oakland border (King Street/62nd Street/Stanford Avenue/Martin Luther King Jr Way). Section 2 concepts are detailed in the 2020 Adeline Corridor Specific Plan, adopted by the Berkeley City Council on December 8, 2020, through Resolution No. 69,642 N.S. Funding for Sections 1 and 2 was awarded as part of two separate Alameda CTC Comprehensive Investment Plan grants. However, because of the similarity of project scopes Alameda CTC has allowed the City to combine both projects into one funding agreement in order to minimize administrative burden and facilitate efficient project delivery.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Installing transit improvements, protected bikeways, and upgrading pedestrian crossings is anticipated to increase the numbers of people using transit, walking, and biking. This is consistent with the 2009 Climate Action Policy that calls for expanding and improving the City's bicycle and pedestrian infrastructure. The 2009 Climate Action

Plan sets targets of reducing transportation emissions 33% below year 2000 levels by 2020, and 80% below year 2000 levels by 2050. The plan further states that transportation modes such as public transit, walking, and bicycling must become the primary means of fulfilling the City's mobility needs in order to meet those targets.

RATIONALE FOR RECOMMENDATION

Authorizing the City Manager to execute a contract with Alta will keep the Project on schedule for completion per grant requirements – conducting preliminary engineering, community engagement, and environmental studies – in order to meet the December 2026 grant deadline.

Successful completion of the Project requires contracted design and engineering services, as the City does not possess the specific technical expertise or staffing capacity to complete the work in-house.

ALTERNATIVE ACTIONS CONSIDERED

Council could opt not to approve the consultant contract with Alta at this time and instead defer the item to a future Council agenda. This decision would delay the start of the Project, jeopardize funding with Alameda CTC, and would endanger the delivery of the Project by the milestones indicated in the grant funding agreement. Execution of this contract will enable the City to complete the project on schedule, as in-house staffing levels are insufficient to perform the necessary services.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works (510) 981-6396
Hamid Mostowfi, Transportation Manager, Public Works (510) 981-6403
Eric Anderson, Principal Planner, Public Works (510) 981-7062
Janney Lockman, Associate Planner, Public Works (510) 981-7073

Attachment:
1. Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT: ALTA PLANNING & DESIGN FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL CERTIFICATION FOR ADELINE SOUTH TRANSPORTATION IMPROVEMENTS AND ADELINE AT ASHBY BART PROJECTS

WHEREAS, the Public Works Department has determined that consultant services are needed for Preliminary Engineering and Environmental Certification for the Adeline South Transportation Improvements and Adeline at Ashby BART Projects (Project); and

WHEREAS, in July 2022, the City of Berkeley released a Request for Qualifications, Specification No. 22-11526-C, for the work of this Project, received five valid proposals by the due date of August 25, 2022, and reviewed the proposals according to the scoring criteria in the RFQ; and

WHEREAS, after a thorough review and evaluation of the proposals, Alta Planning & Design was found to be the highest-ranked firm and possess the requisite qualifications and experience and was deemed competent to perform the work of this Project; and

WHEREAS, the Project street was identified in the 2020 Berkeley Pedestrian Plan as one of the city's top 10 streets recommended for safety improvements and in the 2017 Bicycle Plan, which recommends protected bikeways on Adeline Street as part of a Complete Streets Corridor; and

WHEREAS, the 2020 Adeline Corridor Specific Plan called for transportation safety improvements on Adeline Street; and

WHEREAS, the Adeline St. was identified as a high-injury street in the 2020 Vision Zero Action Plan; and

WHEREAS, the City has received $1,095,000 from Alameda County Transportation Commission Comprehensive Investment Plan grant funding for preliminary engineering and environmental certification for this project; and

WHEREAS, $161,120 of funding from Alameda County Transportation Sales Tax Measure BB Bicycle and Pedestrian Program (Fund 135) and Local Streets and Roads (Fund 134) is dedicated to this project and will be budgeted in the first amendment to the annual appropriations ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments with Alta Planning & Design needed for Preliminary Engineering and Environmental Certification for the Adeline South Transportation Improvements and Adeline at Ashby BART Projects, for an

amount not to exceed $1,256,120. A record signature copy of said contract and any amendments is to be on file in the City Clerk Department.

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Terrance Davis, Director of Public Works

Subject: Contract: Buhler Commercial for FY 2023 Retaining Wall and Storm Drain Improvement Project (Specification No. 23-11616-C & 23-11614-C)

RECOMMENDATION

Adopt a Resolution:

1. Approving plans and specifications for the FY 2023 Retaining Wall and Storm Drain Improvement Project;
2. Accepting the bid of Buhler Commercial as the lowest responsive and responsible bidder; and
3. Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until project completion, in accordance with the approved plans and specifications in an amount not to exceed $1,973,708.

FISCAL IMPACTS OF RECOMMENDATION

Funding is available from the State Transportation Tax Fund, Measure B Local Streets and Roads Fund, UC Settlement Fund, Measure M Street and Watershed Improvement Fund, Measure T1 Infrastructure and Facilities Fund, and the Clean Storm Water Fund.

State Transportation Tax (Fund 127)	$250,000
Measure B (Fund 130)	$511,951
UC Settlement Fund (Fund 147)	$175,000
Measure M (Fund 506)	$713,759
Measure T1 (Fund 511)	$93,299
Clean Storm Water (Fund 616)	$230,000
Total construction cost	$1,974,009

No other funding is required, and no other projects will be delayed due to this expenditure.

Low bid by Contractor	$1,794,553
10% Contingency	$179,455
Total construction cost	$1,974,009

CURRENT SITUATION AND ITS EFFECTS

The FY 2023 Retaining Wall and Storm Drain Improvement Project (the Project), Specification Nos. 23-11616-C & 23-11614-C were initially released for bids on October 6, 2023, and bids were opened on November 7, 2023. At the bid opening, only one bid was received from Redgwick Construction Company of Oakland, California, with a bid of $2,010,117 (see Attachment 2, Abstract of Bids), approximately 40% higher than the $1.42 million engineer's estimate for this project. The City Manager rejected the lone bid as authorized by the City Council on February 27, 2024 (Resolution No. 71,255-N.S.).

The Project was re-issued with a revised scope and released for bids on April 11, 2024, and bids were opened on May 16, 2024. Five non-local bids were received, from a low of $1,794,553 to a high of $4,256,439.80 (see Attachment 2, Abstract of Bids). The engineer's estimate for the project was $1.85 million.

Buhler Commercial of San Francisco, California, was the lowest responsive and responsible bidder, with a bid of $1,794,553, and their references were found to be satisfactory. This project includes a 10% contingency, which brings the total contract amount up to the requested $1,974,009. Staff recommends that Buhler Commercial be awarded a contract for this project.

The Project includes several required infrastructure repairs and improvements, including repairs of retaining walls and bridge abutments.

BACKGROUND

The Project includes several infrastructure repairs and improvements throughout various locations in the City:

- Two existing storm drain access points at 2nd St are currently not up to the City's current standards and will be upgraded to standard storm drain maintenance holes to facilitate ease of access for maintenance workers.

- The City built the retaining walls on Hilgard Ave. and La Loma Ave. in the early 20th century without a robust tie-back system. With the extensive root damage from adjacent trees, the walls have begun to rotate and lean, with severely offset cracks. The project replaces the retaining walls with retaining walls anchored with cast-in-drilled-hole pier foundations.

- The north and south approaches to the La Loma Bridge are experiencing settlement at the bridge abutments. This work may require additional coordination with EBMUD, as they plan to replace their water main at the south end of the La Loma Bridge. The settled bridge approach sidewalks, soil-retaining structures, and associated pavement will be reinstalled for pedestrian safety.

- The traffic circle at Piedmont Ave and Channing Way is a roundabout with one of Berkeley's most extended crosswalk lengths. With funding from the UC Long

Range Development Plan Settlement, this project will integrate pedestrian safety measures like curbed medians, island passageways, and upgraded signage and striping.

- A staircase will be installed at the lower end of an Upper Columbia Path on an undeveloped 10' wide Public right-of-way, adding to our extensive Berkeley path network. Our partners, the Berkeley Path Wanderers Association, will work to complete the upper end of the path, building it with their standard wooden railroad tie path. The path will connect existing paths at Columbia Walk and Lower Columbia Path, further facilitating ease of evacuation in the hills in case of emergency.

- The makeshift traffic circle at Woolsey St. and Eton Ave. is not functioning efficiently as a traffic calming device and receives significant cut-through traffic to/from College Ave. and Claremont Ave. The request for a redesigned traffic circle originated as a community traffic calming request in 2012. Improvements will include a larger traffic circle and median channelizers on all three legs of the intersection, designed via analyses of vehicle turn movements

- Five existing concrete paths have been identified for significant repairs to ensure safety and accessibility throughout the City's extensive pathway network. The paths slated for repair are Mendocino Path, Tunbridge Lane Path, Indian Rock Path, Visalia Steps, and Oxford School Way Path.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Enhancements at the Piedmont Ave. and Channing Way traffic circle, including pedestrian-friendly features like curbed medians and island passageways and improvements to new and existing paths, promote walkability and environmental sustainability. These improvements encourage reduced vehicle use and emissions and support a healthier, more eco-friendly urban community.

RATIONALE FOR RECOMMENDATION

The Project is part of the City's ongoing effort to repair existing infrastructure and implement new pedestrian safety improvements. The work requires contracted services, as the City does not possess the in-house labor or equipment resources necessary to complete the project.

ALTERNATIVE ACTIONS CONSIDERED

No alternative action was considered for this project. The City could choose not to proceed with this project. However, the existing infrastructure would continue to deteriorate, and other pedestrian improvements would remain unbuilt, affecting use of the community sidewalks and others neighborhood amenities.

CONTACT PERSON

Ronald A Nevels, Manager of Engineering, Dept. of Public Works, (510) 981-6439
Srinivas Muktevi, Supervising Civil Engineer, Dept. of Public Works, (510) 981-6402

Attachments:
1: Resolution
2: Abstract of Bids

RESOLUTION NO. ##,###-N.S.

CONTRACT: BUHLER COMMERCIAL FOR FY 2023 RETAINING WALL AND STORM DRAIN IMPROVEMENT PROJECT

WHEREAS, the FY 2023 Retaining Wall and Storm Drain Improvement Project is part of the City's ongoing effort to repair existing infrastructure and implement new pedestrian safety improvements; and

WHEREAS, the City has neither the labor nor the equipment necessary to undertake this FY 2023 Retaining Wall and Storm Drain Improvement Project; and

WHEREAS, an invitation for bids was duly advertised, and Buhler Commercial was the lowest responsive and responsible bidder; and

WHEREAS, funding is available in the FY 2024 and FY 2025 budget in State Transportation Tax (Fund 127), Measure B (Fund 130), UC Settlement Fund (Fund 147), Capital Improvement Fund Measure M (Fund 506), Measure T1 Fund (Fund 511), and Clean Storm Water Fund (Fund 616).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Plans and Specifications for Specification No. 23-11616-C & 23-11614-C FY 2023 Retaining Wall and Storm Drain Improvement Project are approved.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, or change orders until completion of the project in accordance with the approved plans and specifications with Buhler Commercial for the FY 2023 Retaining Wall and Storm Drain Improvement Project, in an amount not to exceed $1,974,009, which includes a 10% contingency for unforeseen circumstances. A record signature copy of said agreement and any amendments are to be on file in the Office of the City Clerk.

Finance Department
General Services Division

City of Berkeley
Abstract of Bid Worksheet

Bid Date: **5.16.2024**

FOR: Ret. Wall/Storm Drain 23-11616-C and 24-11614-C

	Bidders	Package A	Package B	Package A + B	Bid Bond (required w/ bid)	Addendum (2)	Experience - Fin. Qual.	Taxpayer ID	Opp.States	Nuclear Free	EBO	Sanctuary City
1	Buhler Commercial	$ 1,238,687.00	$ 555,413.00	$ 1,794,280.00	X	X	X	X	X	X	X	X
2	Ground Control Inc	$ 1,443,593.00	$ 612,758.00	$ 2,061,351.00	X	X	X	X	X	X	X	X
3	Kerex	$ 1,464,805.00	$ 1,083,200.00	$ 2,548,005.00	X	X	X	X	X	X	X	X
4	R&S Construction Management Inc	$ 3,333,888.50	$ 970,341.30	$ 4,304,229.80	X	X	X	X	X	X	X	X
5	Sposeto	$ 1,645,697.20	$ 464,732.20	$ 2,110,429.40								
6	**Error in Talubation of Buhler Commercial's Bid**	**$ 1,239,140.00**	**$ 555,413.00**	**$ 1,794,553.00**								
7	**Error in Talubation of Ground Control Inc's Bid**	**$ 1,449,593.00**	**$ 613,478.00**	**$ 2,063,071.00**								
8	**Error in Talubation of Kerex Bid**	**$ 1,417,305.00**	**$ 1,083,200.00**	**$ 2,500,505.00**								
9	**Error in Talubation of R&S Construction Management Inc's Bid**	**$ 3,333,888.50**	**$ 922,551.30**	**$ 4,256,439.80**								
10												

Bid Recorder: _____ Date May 21, 2024

Bid Opener: _____ Date May 21, 2024

Project Manager: _____ Date 5-21-24

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390
E-mail: finance@ci.berkeley.ca.us

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Terrance Davis, Director, Department of Public Works

Subject: Contract No. 31900102 Amendment: Nute Engineering for On-Call Civil Engineering Services for the Sanitary Sewer Program

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 31900102 with Nute Engineering (Nute) for On-Call Civil Engineering Services for the Sanitary Sewer Program, increasing the contract by $500,000, for a total amount not to exceed $900,000, and extending the term of the contract from June 30, 2024 to June 30, 2025.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this contract amendment in Fiscal Year (FY) 2025 is available in the Engineering budget in the Sanitary Sewer Fund. Funding for FY 2026 is subject to appropriation in the future fiscal years' budget for the Sanitary Sewer Program based on the department's need for civil engineering services.

Current Contract Amount	$400,000
Contract amendment	$500,000
Total revised not-to-exceed amount	$900,000

CURRENT SITUATION AND ITS EFFECTS

The Sanitary Sewer Program (Program) needs additional civil engineering services from Nute due to a reduction in the current availability of other consultants contracted with the City to provide services for the Program and a reduction of City Staff available to support the Program. The cost of additional services needed exceeds the available contract balance. The amendment will allow Nute to take on more design work in FY 2025 and beyond, allowing the City to meet its sewer rehabilitation regulatory requirements in a timely manner.

The services provided by Nute support the City's Strategic Plan goal of providing state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

On September 22, 2014, East Bay Municipal Utility District (EBMUD), the City, and EBMUD's other satellite agencies entered into a Consent Decree (CD) with the United States Environmental Protect Agency (EPA), the Regional Water Board, and the State Water Board. The mandate of this consent decree is to eliminate sanitary sewer overflows and reduce wet weather inflow and infiltration into the sanitary sewer system. The ultimate goal is to eliminate EBMUD facility discharges of untreated or partially treated wastewater into the San Francisco Bay during storm events. Under the CD, the City agreed to replace its sanitary sewer mains at an average annual rate of no less than 4.2 miles based on a three-fiscal-year rolling average. In order to meet this requirement, the City needs design and construction support from on-call consultants.

On July 24, 2018, Council authorized the City Manager to execute on-call civil engineering services contracts with three consulting firms, including Nute. Based on forecasted needs for services, Nute was awarded a contract for an amount not to exceed $400,000 over a three-year term. The need for services from Nute has increased as a result of a reduction in the availability of the other consultants contracted with the City to provide services for the Sanitary Sewer Program and a reduction of City Staff available to support the Program.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Nute's design will be used to construct improvements to the City's sanitary sewer system which will help minimize the frequency of Sanitary Sewer Overflows, and reduce infiltration and inflow into the City's sanitary sewer system, which in turn will minimize impacts of untreated sewer discharge into the San Francisco Bay and protect water quality.

RATIONALE FOR RECOMMENDATION

Of the firms currently contracted with the City to provide on-call civil engineering services, Nute has staffing availability to provide the additional services the City needs in order to meet CD mandated sewer rehabilitation requirements.

ALTERNATIVE ACTIONS CONSIDERED

No alternative actions were considered. The City does not have the resources to provide the necessary civil engineering services in-house.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works (510) 981-6396
Ronald Nevels, Manager of Engineering, Public Works (510) 981-6439
Danny Akagi, Supervising Civil Engineer, Public Works (510) 981-6394

Attachment:
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 31900102 AMENDMENT: NUTE ENGINEERING FOR ON-CALL CIVIL ENGINEERING SERVICES FOR SANITARY SEWER PROGRAM

WHEREAS, the delivery of sanitary sewer projects is part of the City's on-going Sanitary Sewer Program (Program) to replace the aging and deteriorated sanitary sewer system; and

WHEREAS, the Program is a requirement of compliance with the Consent Decree (CD) filed September 22, 2014; and

WHEREAS, on-call consultant support is required because City staff cannot perform the volume of engineering design work needed to meet CD requirements; and

WHEREAS, Council authorized the City Manager to enter into a contract with Nute Engineering for On-Call Civil Engineering Services for an amount not to exceed $400,000 on July 24, 2018 (Resolution No. 68,549-N.S.); and

WHEREAS, the need for services from Nute has increased as a result of a reduction in the availability of other on-call civil engineering consultants currently contracted to provide services for the Program and a reduction of City staff available to support the Program; and

WHEREAS, Nute Engineering has the availability to provide additional services in support of the Program; and

WHEREAS, funding is available in Fiscal Year (FY) 2025 from the Sanitary Sewer Fund (611); and funding for FY 2026 is subject to appropriation based on each project or program, or the department's need for civil engineering services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 31900102 with Nute Engineering for On-Call Civil Engineering Services for the Sanitary Sewer Program, increasing the contract by $500,000, for a total amount not to exceed $900,000, and extending the term of the contract from June 30, 2024 to June 30, 2025.

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Terrance Davis, Director, Department of Public Works

Subject: Amending the 1956 Maintenance Agreement with Caltrans to include new I-80 Gilman Interchange

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to negotiate and execute an amendment to the 1956 Freeway Maintenance Agreement between the City and Caltrans to include new I- 80/Gilman Interchange facilities.

FINANCIAL IMPACTS OF RECOMMENDATION

The City will use the State Transportation Tax Fund (127) and Measure BB Local Streets and Roads Direct Local Distribution funds (Fund 134) received by the City from Alameda County Transportation Commission (ACTC) for maintenance of the shared use path on the new pedestrian overcrossing bridge as well as Gilman Street underneath the I-80 Freeway, including two new roundabouts at West Frontage Road and Eastshore Highway. Caltrans will be responsible for maintenance of the pedestrian overcrossing bridge structure and the freeway ramps up to the point of intersection with the roundabouts. The estimated annual maintenance cost to the City due to this amended agreement is $85,000, which will begin in FY 2025 after construction is completed. FY 2025 maintenance funding will be added to the Transportation budget in the first amendment to the annual appropriations ordinance.

CURRENT SITUATION AND ITS EFFECTS

The City and Caltrans have a 1956 maintenance agreement covering the maintenance of I-80 Corridor within City's right of way between City's northern and southern limits (Attachment 3). The I-80 Gilman Interchange Improvement Project, a City strategic goal, is a project with the goal of improving safety and efficiency of all modes of transportation at the I-80/Gilman Interchange. Caltrans under project management of ACTC has started construction of the project which is anticipated to be completed by summer 2025. The improvements include two roundabouts at the intersection of Gilman Street with I-80 on-off ramps, a new pedestrian overcrossing bridge over I-80 to the south of Gilman Street, closing a gap in the Bay Trail, new low stress bicycle facilities connecting Codornices Creek Path to the Bay Trail and Tom Bates Sports Complex, safety improvements at Union Pacific railroad crossings at Gilman and at Camelia Streets, and a new traffic signal at the intersection of 4th Street and Gilman Street.

BACKGROUND

Gilman Interchange Project will improve vehicle, pedestrian, and bicycle operations at the Interstate 80 (I-80) / Gilman Street interchange in northwest Berkeley. The existing intersection controls, roadway geometry, and the high volumes of local and regional traffic on Gilman Street result in poor traffic operation and non-motorized access at and near the interchange. The proposed interchange project seeks to:

- Simplify and improve navigation and traffic operations on Gilman Street between the West Frontage Road and 2nd Street through the I-80 interchange so that congestion is reduced, queues are shortened, and merging and turning conflicts are minimized;
- Improve access for the bikes/pedestrians traveling between the Bay Trail and Northern Berkeley;
- Improve safety at Gilman Street intersections;
- Improve mobility in the Gilman Street corridor; and
- Create a gateway into North Berkeley.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Improving low stress pedestrian and bicycle access and safety for residents of Berkeley and adjacent communities encourages non-motorized access to the Tom Bates Sports Fields and the Bay Trail, improving the environment by reducing motorized traffic to these recreational destinations.

RATIONALE FOR RECOMMENDATION

The City already has a maintenance agreement with Caltrans which covers the maintenance responsibilities for the portion of I-80 Freeway within City of Berkeley. Since the project comprises of new facilities within the same corridor it makes sense to amend the existing agreement to include maintenance responsibilities for the new facilities.

ALTERNATIVE ACTIONS CONSIDERED

Since the project creates new infrastructure, a revision to the maintenance agreement is necessary since Caltrans requires an executed maintenance agreement before finalizing the project. This amendment is essential to ensure that all aspects of the new infrastructure, including their upkeep and long-term functionality, are comprehensively addressed. Failure to reach a consensus on the revised maintenance agreement could result in significant delays to the planned operations and services that the new facilities are intended to support.

CONTACT PERSON
Wahid Amiri, Deputy Director, Public Works 510-981-6396
Hamid Mostowfi, Transportation Division Manager 510-981-6403

Attachments:
1: Resolution - Amendment to the 1956 Freeway Maintenance Agreement
2: Amendment to the 1956 Freeway Maintenance Agreement
3: 1956 Freeway Maintenance Agreement

RESOLUTION NO. ##,###-N.S.

AMENDMENT TO THE 1956 FREEWAY AGREEMENT BETWEEN THE CITY OF BERKELEY AND THE STATE OF CALIFORNIA TO INCLUDE I-80 GILMAN INTERCHANGE AND PROPOSED PEDESTRIAN OVERCROSSING BRIDGE WITHIN THE STATE RIGHT-OF-WAY AT I-80 GILMAN INTERCHANGE

WHEREAS, the State of California and City entered into a Freeway Agreement in 1956 for Interstate Route 80 within the City between 0.35 mile north of Golden Gate Fields along Gilman Street and the south City Limits; and

WHEREAS, the construction of the I-80 Gilman Interchange Improvement Project, a City of Berkeley strategic goal, is expected to be completed by Caltrans in Summer 2025; and

WHEREAS, the City and Caltrans desire to amend the 1956 Freeway Maintenance Agreement to include the I-80/Gilman Interchange including a new pedestrian overcrossing bridge for shared use of bicyclists and pedestrians; and

WHEREAS, the amended agreement calls for maintenance of the pedestrian bridge structure by Caltrans, maintenance of the bicycle and pedestrian facilities on and above the bridge deck by the City, and maintenance of the project improvements on Gilman Street including two roundabouts on Gilman Streets on either side of I-80 Freeway by the City; and

WHEREAS, the amended agreement will be funded by the State Transportation Tax Fund 127 and Measure BB Local Streets and Roads Direct Local Distribution funds (Fund 134).

NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager or her designee to negotiate and amend the 1956 Freeway Maintenance Agreement with Caltrans to include the proposed pedestrian bridge and designated improvements at the I-80 Gilman Interchange.

**MAINTENANCE AGREEMENT
FOR PEDESTRIAN OVERCROSSING AND
GILMAN STREET UNDERCROSSING
IN THE CITY OF BERKELEY**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Berkeley; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, Cooperative Agreement Number 04-2719 was executed between STATE and Alameda County Transportation Commission (ACTC), not a party to this Agreement, to construct a pedestrian overcrossing (Br No. 33-0127) and reconfigure Gilman Street undercrossing on State Route (SR) 80, hereinafter referred to as "PROJECT", and

2. WHEREAS, in accordance with the said agreement, it was agreed by STATE and ACTC that prior to PROJECT construction, a Maintenance Agreement within its jurisdictional boundaries will be executed, and

3. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number 04-2719, and

4. WHEREAS there is an existing Freeway Maintenance Agreement, 1956, with City of Berkeley; dated October 23rd, 1956. This agreement is to replace the Gilman Street undercrossing portion of the agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

5. Exhibit A & B consist of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.

6. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A & B by a mutual written execution of the exhibits.

7. CITY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

8. PEDESTRIAN OVERCROSSING (Bridge No. 33-0127)

8.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed pedestrian overcrossings of SR 80 below the deck and the structural integrity of the steel pipe arch rib superstructure.

8.2. CITY will maintain, at CITY expense, the deck and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, chain link railing, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, staircases etc.) that may be required for the benefit or control of pedestrian/bicycle traffic using that overcrossing.

8.3. CITY is responsible to keep all wall surfaces free of debris removal, dirt, and graffiti.

8.4. CITY will maintain the painted or exposed surfaces of the steel pipe rib arch superstructure. This includes all washing, cleaning, brushing, scraping, applying primer, and painting as required on steel surfaces to remove or protect against corrosion, abrasion, dirt, and debris.

9. VEHICULAR UNDERCROSSINGS

9.1. STATE will maintain the entire structure of all STATE-constructed vehicular undercrossings of STATE freeways except as hereinafter provided.

9.2. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations, and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing. The maintenance of the wrought iron fence on the north side of Gilman Street undercrossing is excluded from the terms of this Agreement.

9.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

10. CURTAIN WALLS- CITY will maintain curtain walls on Gilman Street in their entirety.

11. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use.

12. BICYCLE PATHS/TRAILS - CITY will maintain, at CITY expense, a safe facility for bicycle/pedestrian travel along the entire length of the path/trail by providing sweeping and debris removal when necessary; and all signing, striping, and pavement markings required for the direction and operation of that non-motorized facility. CITY is solely responsible for all path/trail improvements, all fences, guard railing, drainage facilities, slope and structural adequacy of any path/trail located and constructed within STATE's right of way.

13. LOCAL ROADS (West Frontage Road and Eastshore Highway)

    CITY, at CITY's expense, will be responsible for maintaining the portion of the West Frontage Road and Eastshore Highway located within STATE right of way, in their entirety.

14. LEGAL RELATIONS AND RESPONSIBILITIES

    14.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

    14.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

    14.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

15. PREVAILING WAGES:

    15.1. Labor Code Compliance- If the work performed on this PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it

is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

15.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

16. INSURANCE -

16.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit C.

16.2. If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

17. TERMINATION - This Agreement may be terminated by mutual written consent of PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

18. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 17 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF BERKELEY

By: _____
Mayor

Initiated and Approved

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
LEAH BUDU Date
Deputy District Director
Maintenance District 4

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

MAINTENANCE AGREEMENT WITH CITY OF BERKELEY
04-Ala 80 PM 6.3/7.0
IN ALAMEDA COUNTY
IN AND NEAR BERKELEY
FROM 0.6 MILE NORTH OF UNIVERSITY AVENUE OVERCROSSING TO ABOUT 350 FEET WEST OF THE WEST FRONTAGE ROAD

EXHIBIT A

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	ALA	80	6.3/7.0	1	

PROJECT LOCATION

GILMAN St Ped OC
Br No. 33-0764

BEGIN CONSTRUCTION
Sta "C5" 166+08 PM 6.4

Limit of Work (Eastshore Hwy)
Sta "F2A" 165+00

Limit of Work (Second St)
Sta "SECOND1" 300+00

END CONSTRUCTION
Sta "C5" 181+01 PM 6.8

GILMAN St UC
Br No. 33-0127

San Francisco Bay

GILMAN St EXTENSION

BERKLEY CITY LIMIT
ALBANY CITY LIMIT

ALBANY

Limit of Work (Gilman St Extension)
Sta "GX" 121+65

To San Francisco

UNIVERSITY Ave OC

ROUTE 80

EASTSHORE Hwy

SECOND St

EL CERRITO Sep & OH

THIRD St

FOURTH St

FIFTH St

VIRGINIA St

CEDAR St

JONES St

PAGE St

CAMELIA St

GILMAN St

HARRISON St

UPRR

Codornices Creek

80/580 EL CERRITO SEPARATION

To Sacramento

BERKELEY

Limit of Work (Second St)
Sta "SECOND1" 319+02

Limit of Work (Harrison St)
Sta "HARRISON1" 409+79

Limit of Work (Gilman St)
Sta "GS" 21+11

Limit of Work (Harrison St)
"HARRISON1" 411+04

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

PAGE 1 OF 2

CONTRACT No.	04-0A7714
PROJECT ID	0420000287
CONTRACT No.	04-0A7724
PROJECT ID	0420000288

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

CONSULTANT DESIGN ENGINEER | REGISTRATION No. | LICENSE Exp DATE | CALTRANS DESIGN OVERSIGHT APPROVAL | DATE SIGNED

LAST REVISION => 00-00-00 | DATE PLOTTED => 4/2/2021 | TIME PLOTTED => 11:12:08 AM

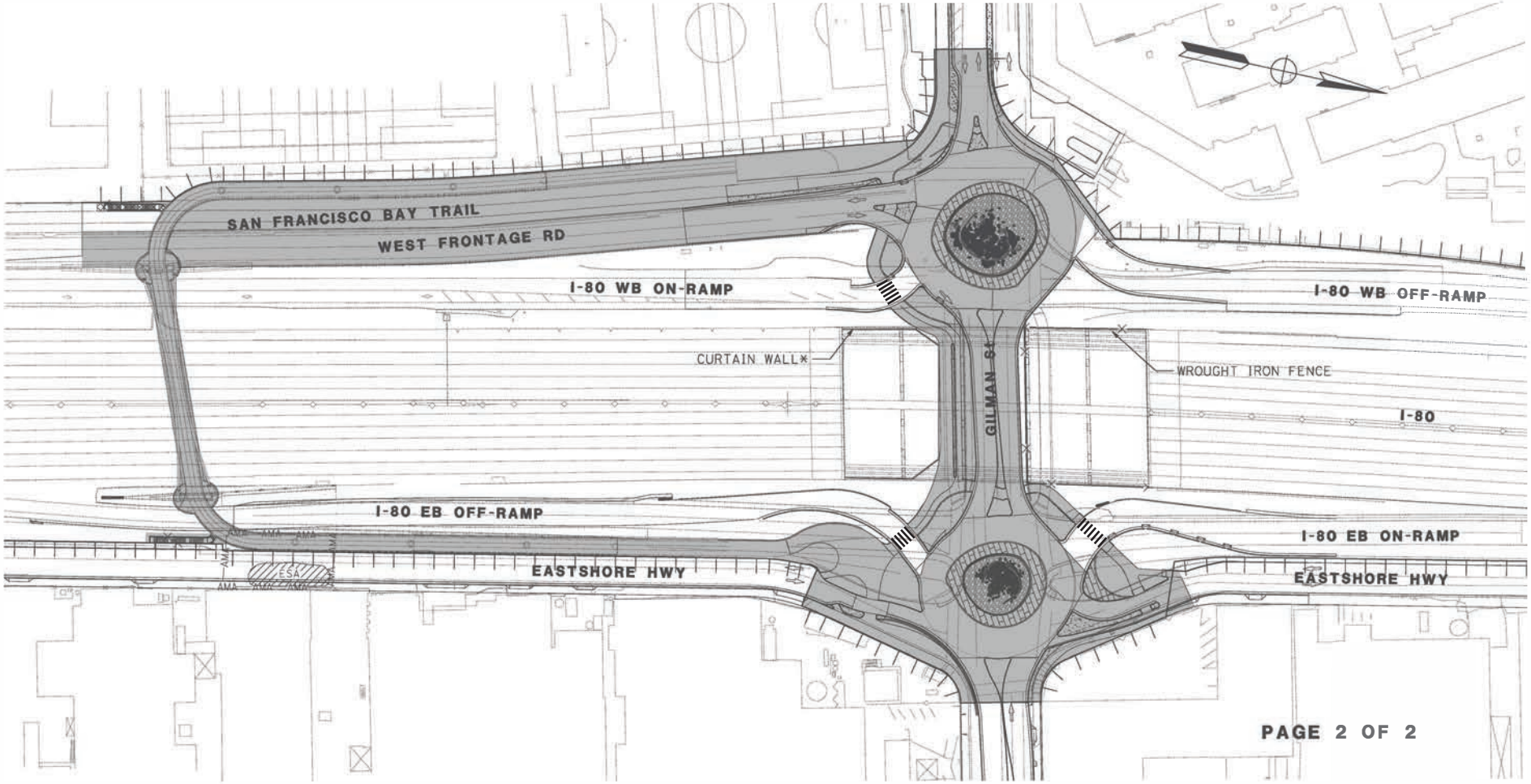
LEGEND:

EXHIBIT A

CITY R/W OR PROPERTY LINE

CALTRANS R/W

City of Berkeley has maintenance responsibility only within shaded portions of Caltrans right of way and subject to the limitations indicated in this agreement. Caltrans has maintenance responsibility for all other areas within State right of way



PAGE 2 OF 2

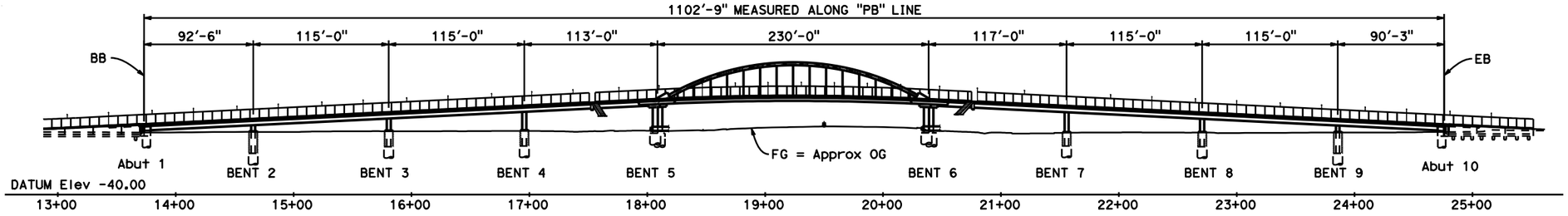
MAINTENANCE AGREEMENT WITH CITY OF BERKELEY
AT Ala 80 6.3/7.0

MAINTENANCE EXHIBIT
SCALE: 1" TO 50"

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION | CONSULTANT FUNCTIONAL SUPERVISOR: CHRIS SEGUR | CALCULATED-DESIGNED BY | CHECKED BY: SASAN DANESHVAR | REVISED BY | DATE REVISED

BORDER LAST REVISED 7/2/2010 | USERNAME => p0035390 | DGN FILE => Maintenance Agreement - Exhibit A - 2 of 2.dgn | RELATIVE BORDER SCALE IS IN INCHES | UNIT 0000 | PROJECT NUMBER & PHASE 00000000001 | LAST REVISION 00-00-00 | DATE PLOTTED => 4/2/2021 | TIME PLOTTED => 12:04:33 PM

EXHIBIT B



LEGEND:

* MAINTAINED BY CITY

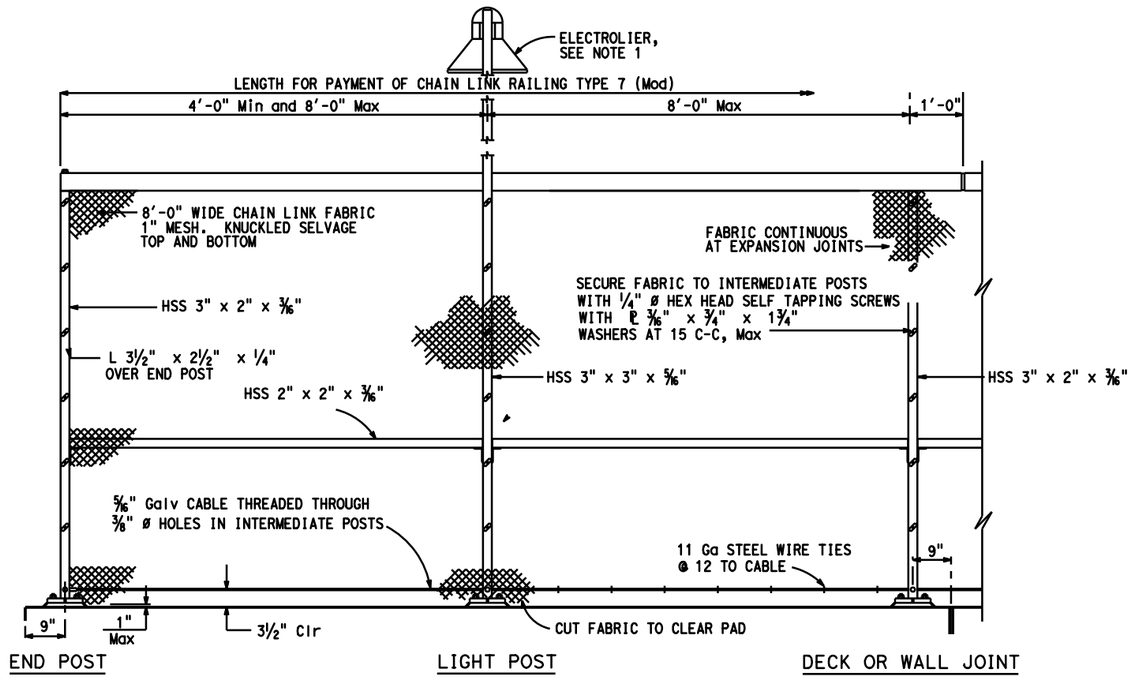
NOTES:

1. ALL LIGHTS ON STRUCTURE ARE LEOTEK ECOBRA EC3-10M-MV-NW-3-GY-700-WL "APPROVE OR EQUAL"

* Ⓓ 8" Wide Concrete Curb

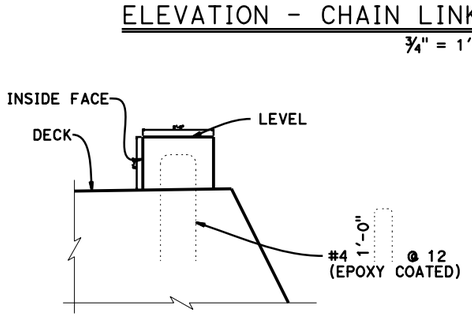
* Ⓔ Chain Link Railing Type 7 (Mod)

* Ⓕ Electrolier



ELEVATION - CHAIN LINK RAILING TYPE 7 (MOD)

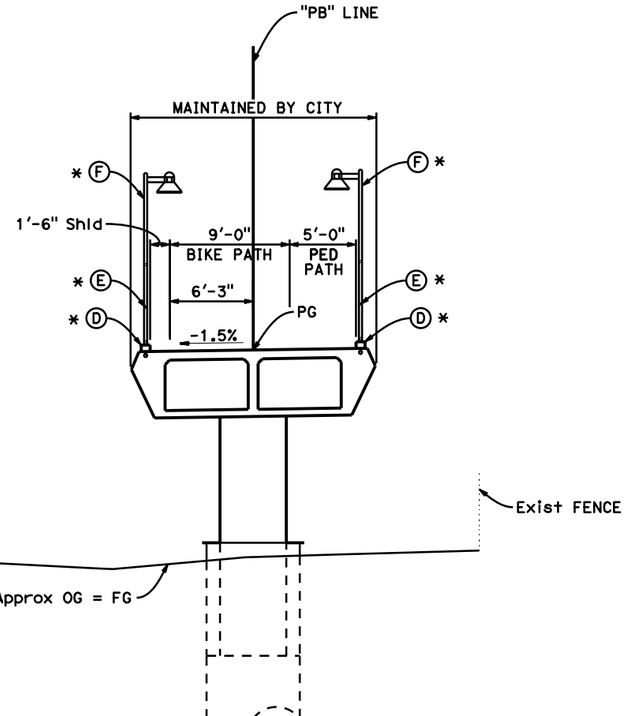
3/4" = 1'-0'



NOTE:
Curb reinforcement must be in place prior to deck pour.

8" CONCRETE CURB

3/8" = 1'-0"



GILMAN POC

NO SCALE

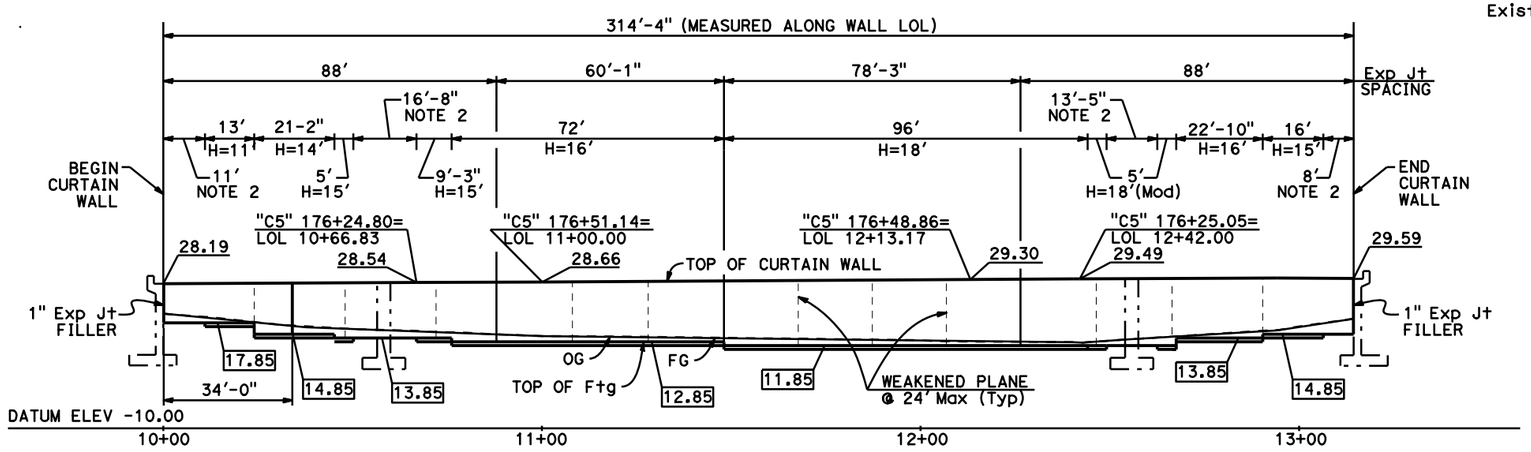
MAINTENANCE AGREEMENT WITH CITY OF BERKELEY AT Ala 80 6.3/7.0

PAGE 1 OF 2

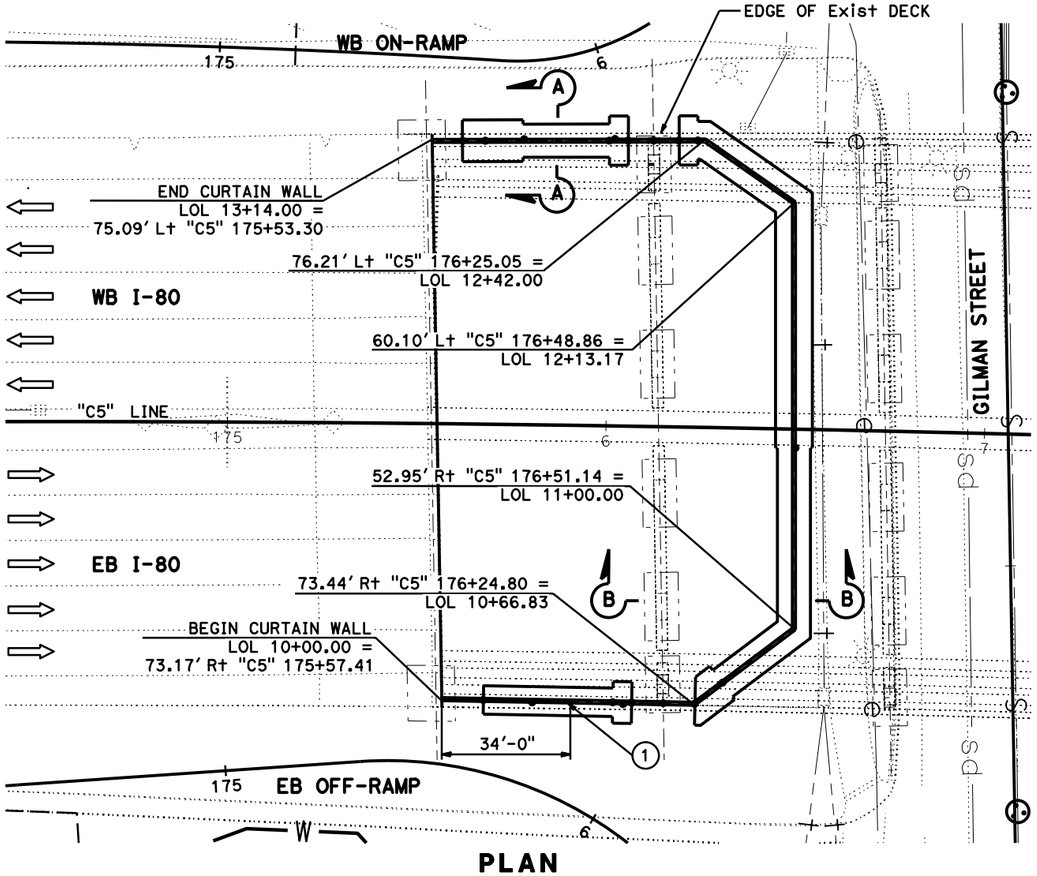
NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CONSULTANT FUNCTIONAL SUPERVISOR
CALCULATED-DESIGNED BY
CHECKED BY
REVISED BY
DATE REVISED
LAST REVISION
DATE PLOTTED => 2/3/2021
TIME PLOTTED => 1:05:09 PM
BORDER LAST REVISED 8/1/2016
USERNAME => p006407D
DGN FILE => Maintenance Agreement - Exhibit B (POC).dgn
RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3
UNIT 0727
PROJECT NUMBER & PHASE 04200002881

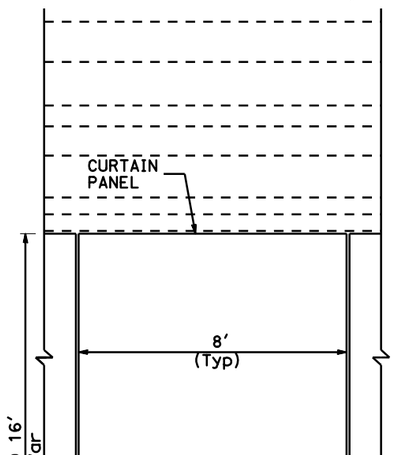
EXHIBIT B



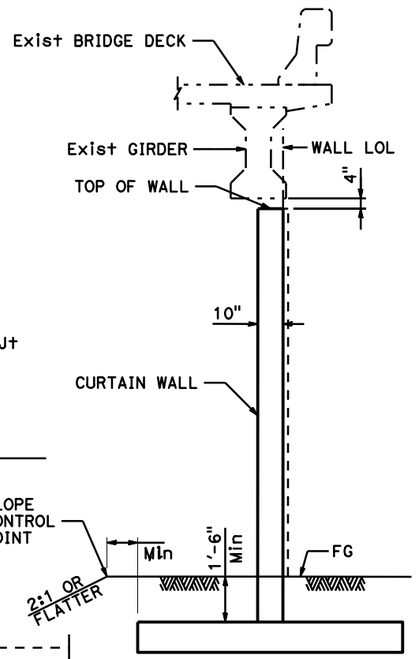
DEVELOPED ELEVATION
SCALE: 1"=20'



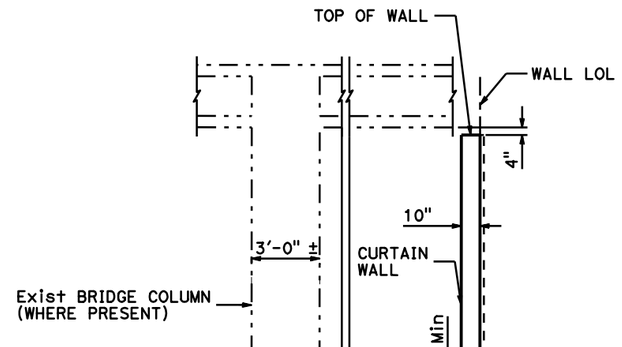
PLAN
SCALE: 1"=20'



PANEL AND ACCESS DOOR ELEVATION
NO SCALE



SECTION A-A
NO SCALE



SECTION B-B
NO SCALE

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND:

XX.XX INDICATES TOP OF WALL ELEVATION

XX.XX INDICATED TOP OF FOOTING ELEVATION

① APPROXIMATE LOCATION OF ACCESS DOOR

MAINTENANCE AGREEMENT WITH CITY OF BERKELEY AT Ala 80 6.3/7.0

PAGE 2 OF 2 (CURTAIN WALL DETAILS)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION | CONSULTANT FUNCTIONAL SUPERVISOR: CHRIS SEGUR | CALCULATED-DESIGNED BY: SASAN DANESHVAR | CHECKED BY | REVISED BY | DATE REVISED

BORDER LAST REVISED 8/1/2016 | USERNAME => p006407D | DGN FILE => Maintenance Agreement - Exhibit B pg2.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0727 | PROJECT NUMBER & PHASE 04200002881 | LAST REVISION 10-30-20 | DATE PLOTTED => 2/3/2021 | TIME PLOTTED => 11:15:33 PM

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 23rd day of October, 1956, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State" and the City of Berkeley, hereinafter for convenience referred to as "the City", witnesseth:

WHEREAS, on August 24, 1942, a Freeway Agreement was execut between the State and the City wherein the City consented to cer tain adjustments of the City street system required for the development of that portion of State Highway Route 69 within the City between the south city limits and the north city limits as a freeway, and

WHEREAS, on August 19, 1952, a Supplemental Freeway Agreeme was executed between the State and the City covering certain changes in the plan for such freeway, and

WHEREAS, on September 8, 1953, a Supplemental Freeway Agreem was executed between the State and the City covering further char in said freeway plan, and

WHEREAS, under Section 3, of said Freeway Agreement dated August 24, 1942, the City will resume control and maintenance ove each of the relocated or reconstructed City streets, except on those portions thereof adopted as a part of the freeway proper, a

WHEREAS, the work described under said Supplemental Freeway Agreement dated September 8, 1953, is now nearing completion;

NOW, THEREFORE, it is agreed:

1. The City will maintain, at City's expense, all portions of City Streets and appurtenant structures and bordering areas colored in yellow and purple on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. The State will maintain, at State's expense, all portion: of the freeway and those portions of City streets adopted hereby as a part of the freeway proper and as colored in pink and green on the attached map marked Exhibit "A".

3. EAST BOLIVAR DRIVE VEHICULAR OVERCROSSING AT ASHBY AVENU INTERCHANGE

The State will maintain, at State's expense, the entire structure below the deck surface. The City will maintain, at City's expense, the deck surface and/or surfacing and shall perfo such work as may be necessary to insure an impervious and/or othe wise suitable surface. The City will also maintain all portions the structure above the bridge deck, as above specified, as well all traffic service facilities that may be required for the benef or control of City street traffic.

4. LANDSCAPED AREAS

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on and off ramp areas, but excluding frontage road areas, will be maintained by the State. Al plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the City.

STATE OF CALIFORNIA, Acting by and through the Department of Public Work

By /s/ G. T. McCoy
State Highway Engineer

DEC 14, 1

By _____
Deputy State Highway Engineer

CITY OF BERKELEY, A Municipal Corporat

SEAL

By /s/ Claude B. Hutchison
Mayor

By /s/ John D. Phillips
City Manager

APPROVAL RECOMMENDED
/s/ J. P. Sinclair
Acting Asst. State Highway Engineer

By /s/ Naomi E. Hess
Deputy City Clerk

/s/ F. E. Baxter
Maintenance Engineer

APPROVED-Date 10-16-56
/s/ S. C. Jacka, Director of Public
City of Berkeley

APPROVED AS TO FORM:
/s/ Warren P. Marsden
Attorney for the Department

REGISTERED BY:

_____
City Auditor

/s/ Fred Hutchinson
City Attorney

/s/ Wm. Hamrick, Jr.
Director of Finance

Authorized by City Council Resolution No. 35,956 N.S.
10-23-56

S A N F R A

ROUTE 69

F4 57+78.34

C5 64+25.00

BS 35+48.00

EAST

BOLIVAR

A q u a t i c

BOLIVAR

EMERYVILLE

65TH. ST.

66TH. ST.

67TH. ST.

City Limits

ASHBY AVE. ROUTE 206

POTTER ST.

HEINZ AVE.

GRAYSON ST.

CARLTON ST.

PARKER ST.

B

E

Limits of Freeway Maintenance Agreement

A N C I S C O

UA 14+80.00

134

LIVAR DRIVE

P a r k

i c

DRIVE

Southern

LIVAR

HE 12+30.00

UA 25+17.15

HEARST

VIRGINIA

SECOND

CEDAR

Pacific

DELAWARE ST.

FOURTH ST.

FIFTH ST.

SIXTH

PARKER ST.

DWIGHT WAY

FOURTH

CHANNING

FIFTH WAY

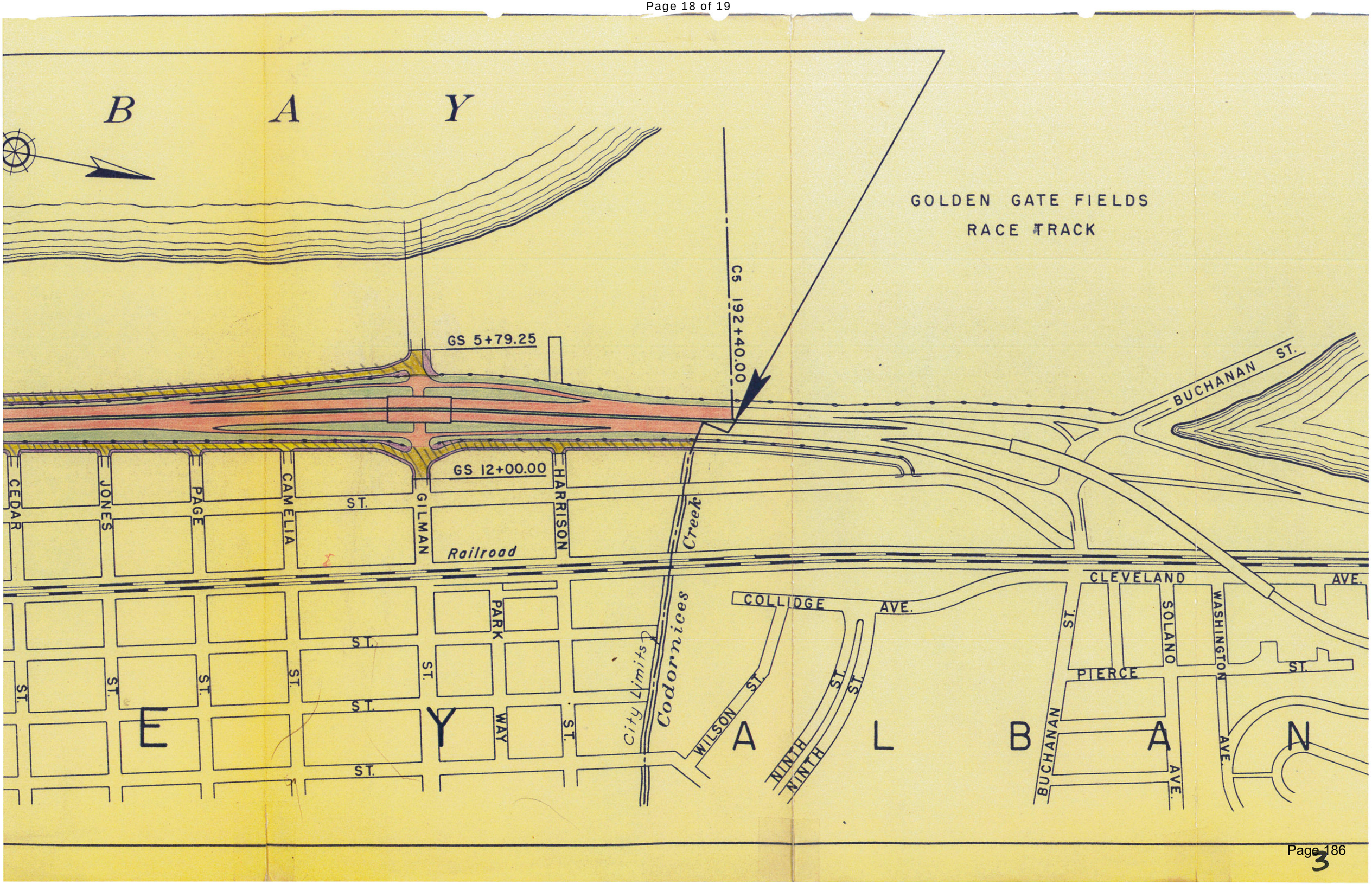
BANCROFT WAY

ALLSTON WAY

ADDISON ST.

UNIVERSITY AVE.

E R K E L


B A Y
GOLDEN GATE FIELDS
RACE TRACK
C5 192+40.00
GS 5+79.25
GS 12+00.00
BUCHANAN ST.
CEDAR
JONES
PAGE
CAMELIA
GILMAN
HARRISON
ST.
Railroad
Codornices Creek
City Limits
PARK
WAY
COLLIDGE AVE.
WILSON ST.
NINTH ST.
CLEVELAND AVE.
PIERCE
SOLANO
WASHINGTON
BUCHANAN ST.
AVE.
E Y
A L B A N

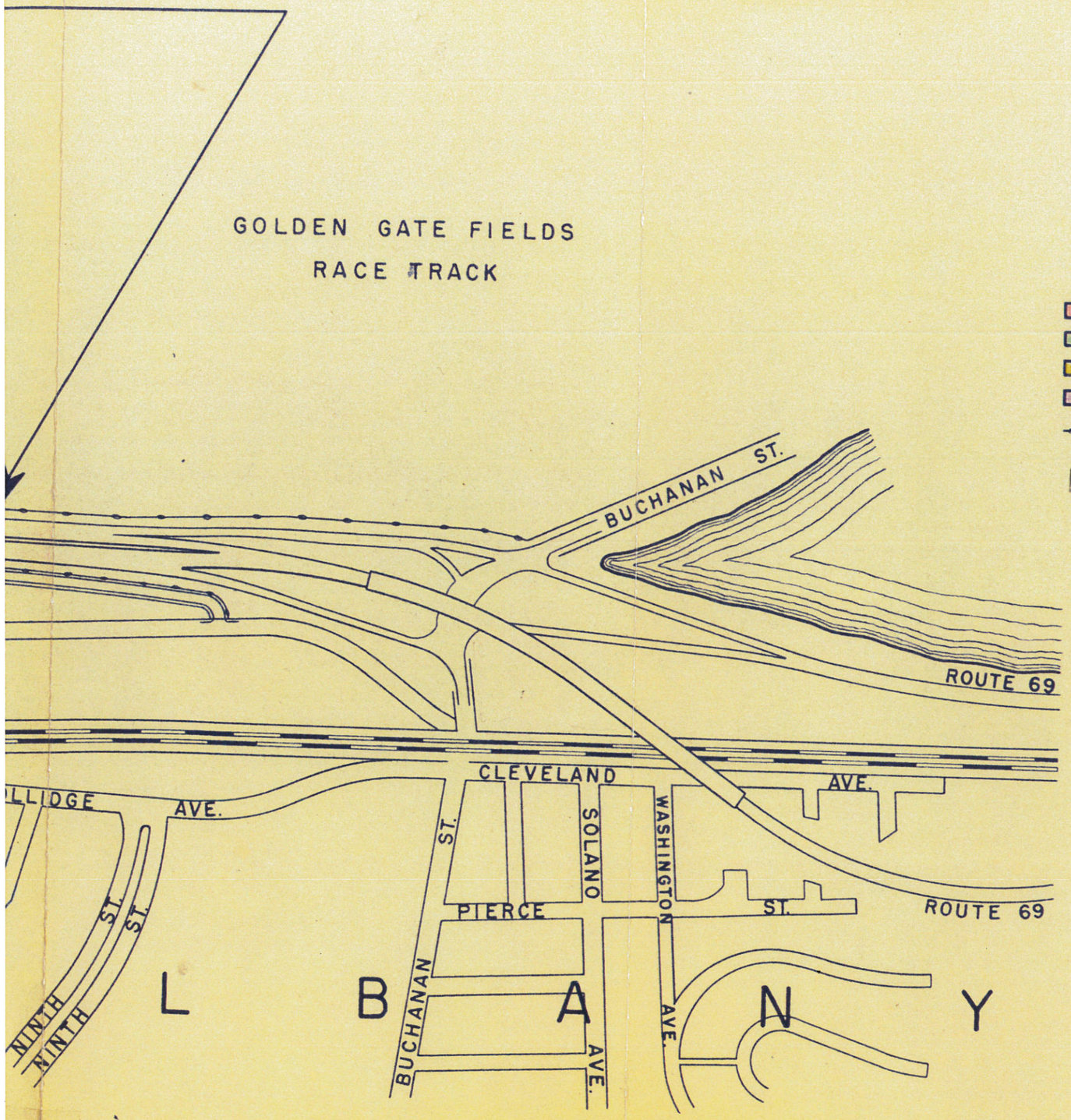


EXHIBIT "A"

10-23-56

LEGEND

- PAVEMENT TO BE MAINTAINED BY STATE
- RIGHT OF WAY AREA TO BE MAINTAINED BY STATE
- PAVEMENT TO BE MAINTAINED BY CITY
- RIGHT OF WAY AREA TO BE MAINTAINED BY CITY
- CHAIN LINK FENCE TO BE MAINTAINED BY STATE
- Rei No. 22035 6-10-58

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DIST. IV ALA-69,206-Ber

FREEWAY MAINTENANCE

IN THE CITY OF BERKELEY
BETWEEN
THE SOUTH CITY LIMITS
AND
THE NORTH CITY LIMITS

SCALE:-1"=400' MAY 1955.

4

C1204-2

Office of the City Manager

CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Eleanor Hollander, Economic Development Manager, Office of Economic Development; Terrance Davis, Director, Public Works

Subject: Change Football Game Day Parking Restrictions in Residential Preferential Parking Zones

RECOMMENDATION

Adopt a Resolution modifying parking restrictions in specified Residential Preferential Parking (RPP) zones on University of California, Berkeley (UC Berkeley) home football game days as follows:

1. Remove game day parking restrictions and enforcement in RPP zones G and F north of UC Berkeley campus;
2. Allow visitor parking on game days in RPP zones B and D for up to two-hours with enhanced fines (per Resolution No. 69,089-N.S., adopted September 10, 2019, enhanced fines on football game days are $225);
3. Allow parking on game days on a one-block stretch of Bancroft Way between College Avenue and Bowditch Street for up to two-hours;
4. Allow parking on game days on College Avenue between Dwight Way and Parker Street for up to two-hours with enhanced fines;
5. Allow parking on game days on Oxford Street between Hearst Avenue and Center Street.

FISCAL IMPACTS OF RECOMMENDATION

The recommendation will result in a net cost of $177,120 based on the following:

- Implementing the recommendation for the 2024 football season will incur a one-time capital cost of $53,120 for approximately 500 decals and approximately $20,000 in labor to update signage in RPP zones A, B and D;
- Allowing parking on certain metered streets on game days would increase parking revenue by about $3,000 per year; and
- Citation revenues will be reduced by approximately $107,000 from eliminating football game day parking restrictions in RPP zones G and F.

CURRENT SITUATION AND ITS EFFECTS

The UC Berkeley football season typically spans 12 games between August and November. Up to seven games per year are played at California Memorial Stadium ("stadium"), near the eastern end of Bancroft Avenue. Most home games occur on Saturday afternoons or evenings, and attract on average 39,000 fans per game.

Public outreach to the Telegraph Business Improvement District, Elmwood Business Association, and Visit Berkeley identified that merchants, customers, and visitors find access on game days difficult and unwelcoming due to parking restrictions seen as increasingly onerous.

This recommendation will advance the City's Strategic Plan goal to foster a dynamic, sustainable, and locally-based economy.

Existing Game Day Parking Restrictions

As shown in Attachment 2, 2023 parking restrictions and enforcement on football game days include:

- "Enhanced Fine Areas" on streets within one half-mile of the stadium (including portions of RPP zones F and G north of campus and portions of RPP zones B, D, K, and I south of campus), where vehicles without a valid RPP permit are subject to a one-time fine of $225;[1]
- Tow-away zones for all vehicles on certain streets close to campus;[2]
- Tow-away areas for vehicles without a valid RPP permit on streets within one quarter-mile of the stadium (including portions of RPP zones D and I), where demand was heaviest on the game day analyzed in Fall 2017.

Recommendation: Modify Game Day Parking Restrictions

This recommendation will ease parking restrictions in certain areas to improve access for customers and visitors on UC Berkeley football game days. As shown in Attachment 3 the recommended modifications will:

1. Remove game day parking restrictions and enforcement in RPP zones F and G north of UC Berkeley campus, allowing visitors to drive and park near businesses in the Northside neighborhood, generating revenue for local businesses;
2. Allow visitor parking on game days in RPP zones B and D for up to two-hours, with enhanced fines, so that visitors can park near amenities such as the Claremont Library, Willard Park, and the Berkeley Playhouse, among others;

[1] Low-income residents and visitors who may not be able to afford this fine have the option to request a payment plan (Assembly Bill 503), as well as applying to perform Community Service in lieu of paying for parking citations.

[2] For example: Piedmont Avenue between the stadium and Channing Way, Bancroft Way between Warring Street and Bowditch Street, and College Avenue between Bancroft Way and Dwight Way.

3. Allow parking for up to two-hours on game days on a one-block stretch of Bancroft Way between College Avenue and Bowditch Street to allow customers to access businesses on Bancroft Way;
4. Allow parking for up to two-hours on game days on College Avenue between Dwight Way and Parker Street with enhanced fines to allow visitors to park near places of worship and the Berkeley Playhouse; and
5. Allow parking on game days on Oxford Street between Hearst Avenue and Center Street to allow visitors to park near businesses and destinations in Downtown Berkeley, generating revenue for businesses.

BACKGROUND

Staff developed this recommendation in response to feedback from the Telegraph and Elmwood business communities, who told Staff that the lack of available visitor parking near business districts combined with enhanced fines has made shopping and dining near their districts more difficult on game days. A survey distributed to businesses in April 2024, showed that 80% of businesses in the Telegraph and Elmwood business districts agree that easing on-street parking restrictions would enhance the customer experience and increase revenue for their businesses.

In addition, UC Berkeley is joining a new athletic conference in 2024, the Atlantic Coast Conference (ACC). The move to the ACC is expected to bring thousands of visitors to the City in 2024 to attend football games, many of which will be visiting the City for the first time. Easing parking restrictions in some RPP zones on game days will create a more welcoming environment and a positive experience and generate revenue for local businesses on game days.

Lastly, many celebrated City amenities are located in RPP zones A, B, D, F and G, including portions of the Telegraph and Elmwood business districts, businesses and restaurants on Euclid Avenue, parks, trails, paths, schools and other institutions. Demand for these amenities exists on Saturdays in the fall regardless of whether a football game is occurring that day. Easing parking restrictions in certain RPP zones on game days will allow residents and visitors the option to access the City's celebrated amenities by car.

Public Outreach

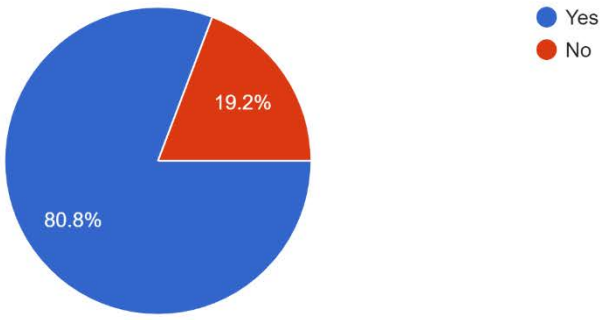
Public Works and Office of Economic Development staff gathered feedback from the following stakeholders:

- City of Berkeley Special Events 11/2/2023
- District 8 Councilmember Office 11/7/2023
- Visit Berkeley 11/8/2023
- Telegraph Business Improvement District 12/12/2023
- Cal Special Events & Transportation 2/1/2024

- Elmwood Business Association 2/16/2024
- Fire/Police/Parking Enforcement 1/18/2024, 3/6/2024, 3/12/2024
- Berkeley Business District Network 4/19/2024
- Berkeley Neighborhoods Council 4/13/2024

In addition, a survey was conducted and provided to property owners, business owners, employees of the Telegraph and Elmwood business districts and yielded the following results.

Do you support allowing customers and visitors to park in the adjacent residential areas B & D on gamedays between 8am-11pm during Cal Football Game Days on Saturdays?
26 responses



The full list of survey questions and responses are in Attachment 4 and comments from the stakeholders above were considered and addressed in this recommendation.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Allowing visitor parking in some RPP zones on football game days may encourage some to drive a vehicle to their destination and could result in additional instances of the "two-hour shuffle" (i.e., moving a vehicle every two hours to avoid a ticket). These behaviors could result in an incremental increase in greenhouse gas emissions. However, allowing visitor parking for up to two-hours in RPP zones B and D could also reduce vehicle emissions because drivers may spend less time searching for areas in which on-street parking is allowed. Overall, the environmental impacts of this recommendation are difficult to forecast, but most likely negligible.

RATIONALE FOR RECOMMENDATION

Game day parking restrictions were introduced through a pilot program in 2007, made permanent in 2008, and enhanced in 2019. The game day parking restrictions from the 2023 football season were developed independently of business interests in the Telegraph, Elmwood, and Northside commercial districts, as they represent the best

solution for managing game day traffic and parking needs. This new recommendation balances both neighbor and merchant interests and leaves in place parking restrictions that discourage driving vehicles to attend football games.

ALTERNATIVE ACTIONS CONSIDERED

Council could decide not to approve this recommendation, and Public Works could continue implementing the football game day parking restrictions as they exist today. However, the City would still be obligated to spend about $40,000 to update decals on parking signs per the 2024 football game day dates.

CONTACT PERSON

Kieron Slaughter, Chief Strategist, Office of Economic Development (510) 981-2490
Wahid Amiri, Deputy Director, Public Works (510) 981-6396
Joshua Brett, Assistant Planner, Public Works (510) 981-7064

Attachments:
1: Resolution
2: 2023 Football Game Day Parking Restrictions
3: Recommended 2024 Football Game Day Parking Restrictions Map
4. Cal Football Gameday Parking Survey

RESOLUTION NO. ##,###N.S.

AUTHORIZE THE CITY MANAGER TO MODIFY PARKING RESTRICTIONS IN SPECIFIED RESIDENTIAL PREFERENTIAL PARKING (RPP) ZONES AND NEAR BUSINESS DISTRICTS ON UC BERKELEY FOOTBALL GAME DAYS

WHEREAS, the UC Berkeley football season typically spans 12 games between August and November. Up to seven games per year are played at California Memorial Stadium ("stadium"), near the eastern end of Bancroft Avenue. Most home games occur on Saturday afternoons or evenings, and attract on average 39,000 fans per game; and

WHEREAS, on September 16, 2008, the Council adopted Resolution No. 64,192-N.S., which doubled parking fines in RPP zones A, B, and D during UC Berkeley football game days; and

WHEREAS, on September 10, 2019, the City Council adopted Resolution No. 69,089-N.S., which established "Enhanced Fine Areas" to prohibit parking without a valid RPP permit in portions of RPP zones B, D, F, G, and I; and

WHEREAS, feedback from the Telegraph and Elmwood business communities indicate that the prohibition of game day visitor parking in certain RPP zones near business districts combined with enhanced fines on game days has made shopping and dining near their districts more difficult; and

WHEREAS, opening certain streets near commercial and institutional amenities on game days will improve access for customers and visitors; and

WHEREAS, easing parking restrictions in some RPP zones on game days will create a more welcoming environment and a positive experience for visitors on game days.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is directed to update game day parking restrictions to remove parking restrictions and enforcement in RPP zones F and G north of UC Berkeley campus; allow visitor parking on game days in RPP zones B and D for up to two-hours with enhanced fines; allow parking on game days on a one-block stretch of Bancroft Way between College Avenue and Bowditch Street for up to two-hours; allow parking on game days on College Avenue between Dwight Way and Parker Street for up to two-hours with enhanced fines; and allow parking on game days on Oxford Street between Hearst Avenue and Center Street.

2023 UC Berkeley Football Game Day Parking Enforcement in Residential Areas

WHAT is being enforced?

Parking enforcement in some residential areas around Cal Memorial Stadium on UC Berkeley football home game days is more restrictive for visitors without a valid Residential Preferential Parking (RPP) permit.

WHEN will the rules be enforced?

8AM - 11PM

September	**9, 16, 30**
October	**7, 28**
November	**11**

WHERE are the restrictions?

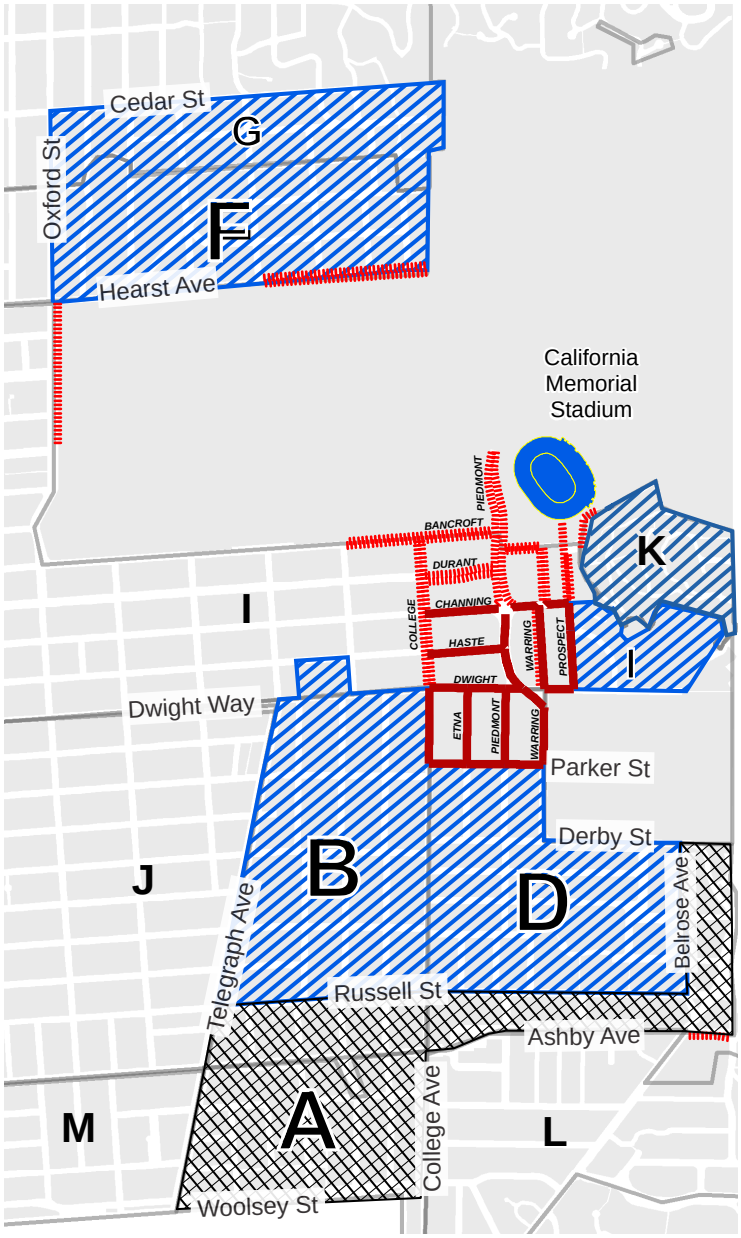
As shown in the map at right, on game days in RPP Areas A, B, D, I, K, F, and G...

Existing tow-away areas. See signs for restrictions.

Parking requires a valid RPP permit.
All other vehicles will be towed.

Parking requires a valid RPP permit.
All other vehicles are subject to a $225 fine.

Visitors without a valid RPP permit may park for up to two (2) hours, and are subject to double normal fine amounts for violations.



This material is available in alternative formats upon request. Alternative formats include audio-format, braille, large print, electronic text, etc. Please contact Office Specialist, Guillermo Campos (GCampos@cityofberkeley.info | 510-981-6454), and allow 7-10 days for the production of the material in an alternative format.

2024 Cal Football Game Day Parking Enforcement

8am - 11pm

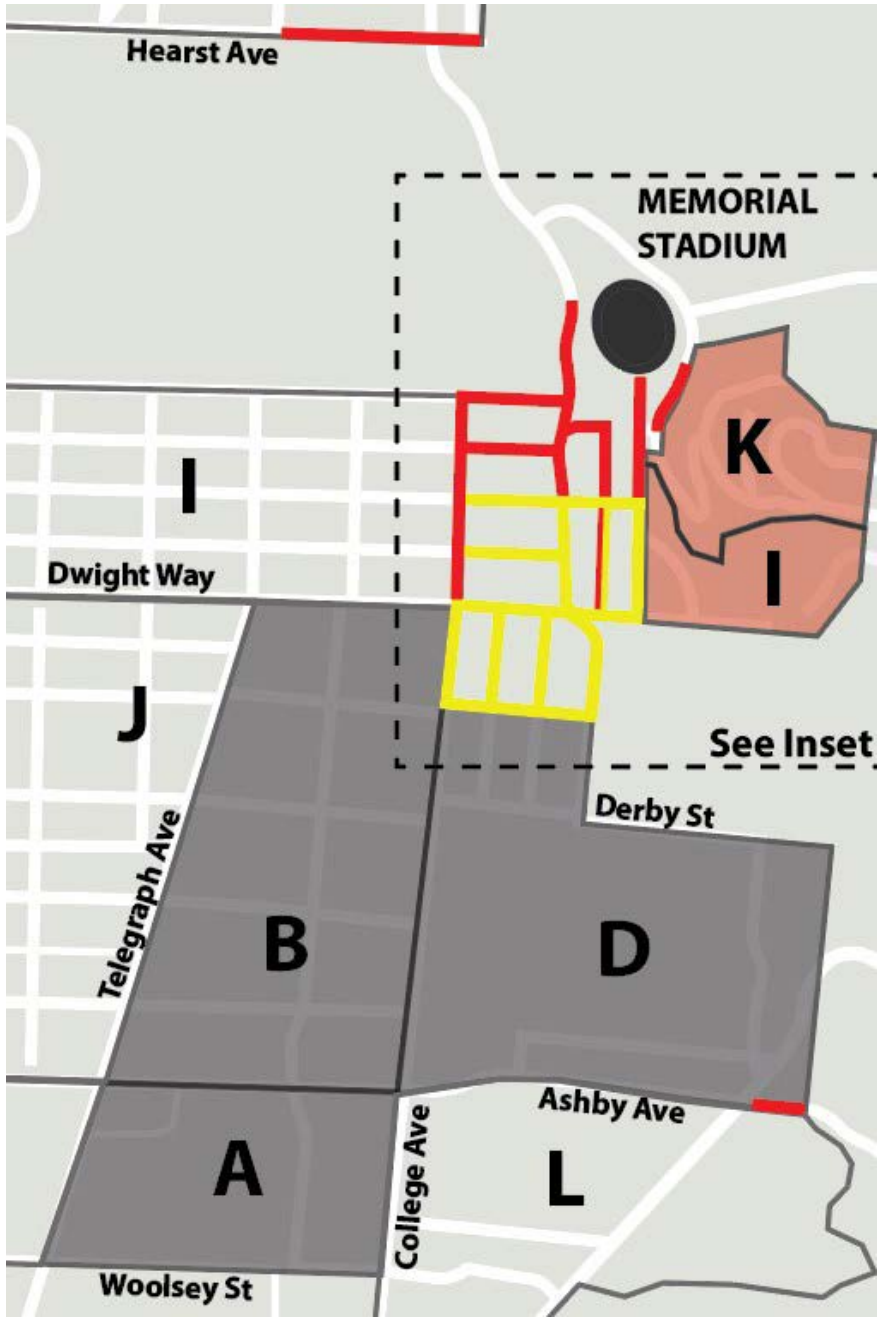
August	31
September	14
October	5, 19, 26
November	16, 23

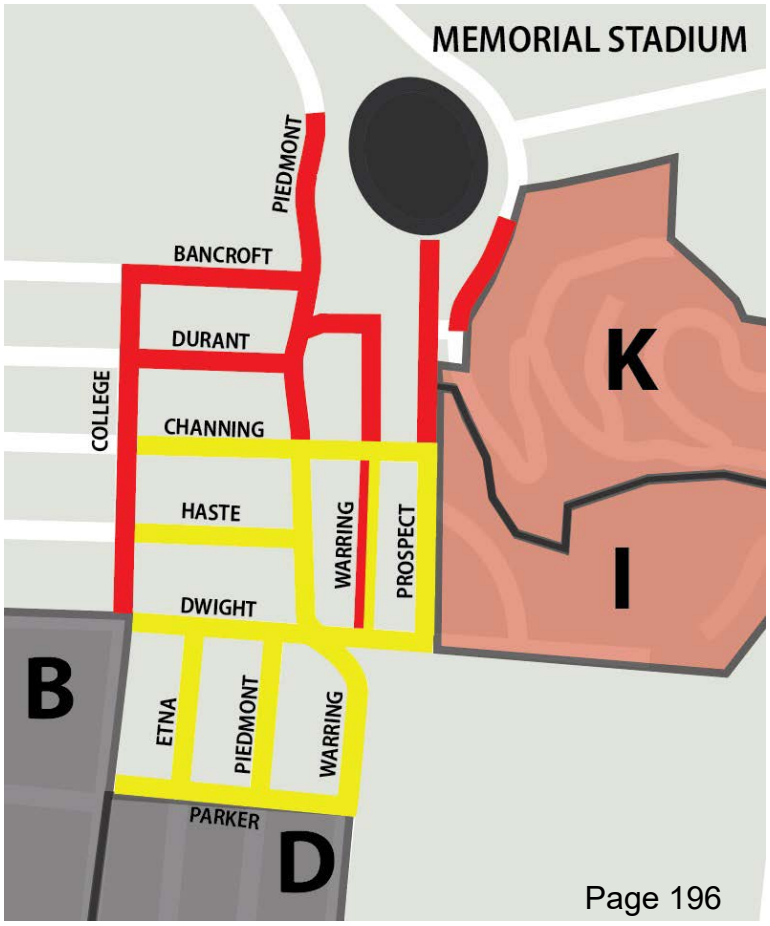
No parking/ tow away.

Parking requires a valid parking permit. ***All other vehicles will be towed.***

Parking requires a valid parking permit. ***All other vehicles are subject to a $225 fine.***

Up to 2-hour Parking except permit holders. ***$225 fine for violations***

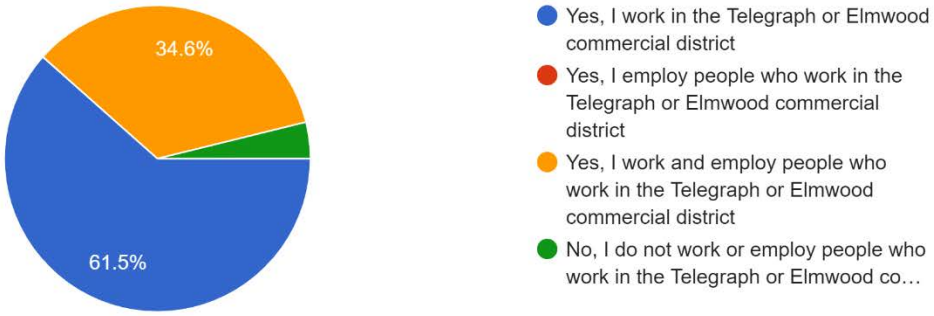




Cal Football Gameday Parking Survey Results - 2024

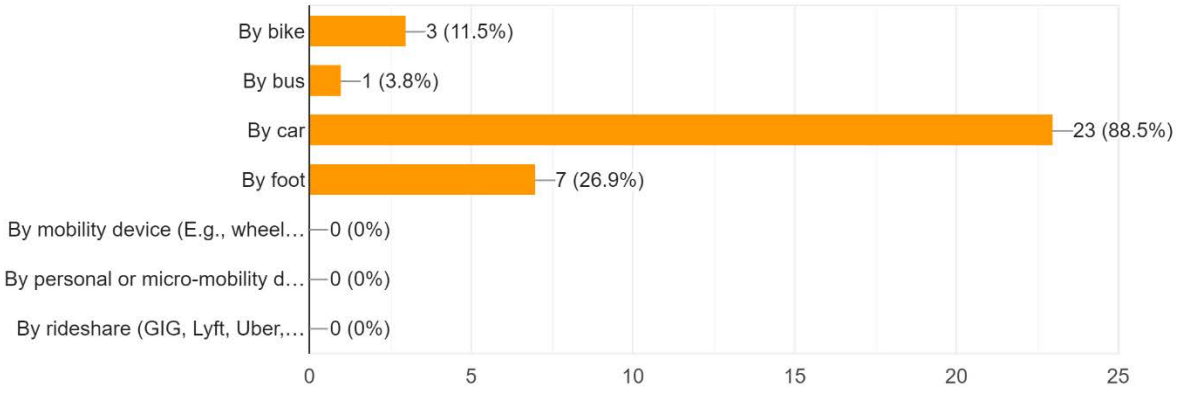
Do you work, or employ people who work in the Telegraph or Elmwood commercial districts?

26 responses



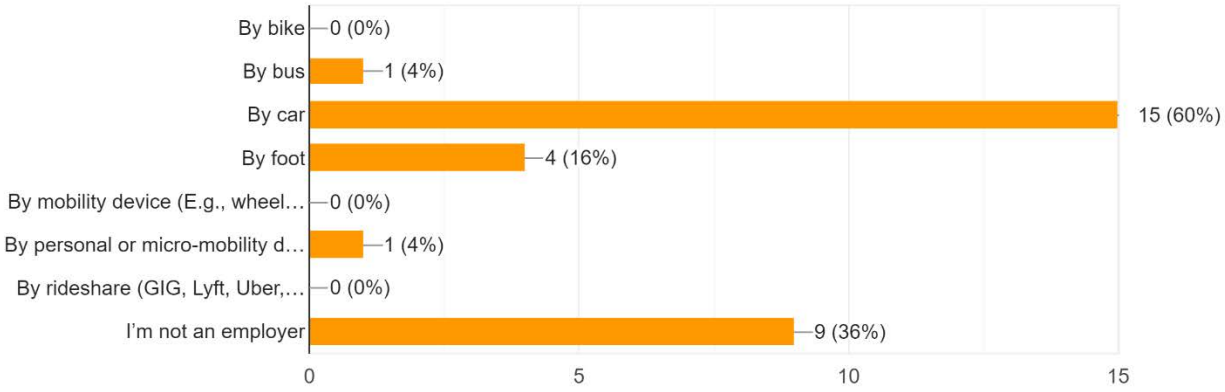
Which modes of transportation do you most often use to travel to these areas?

26 responses



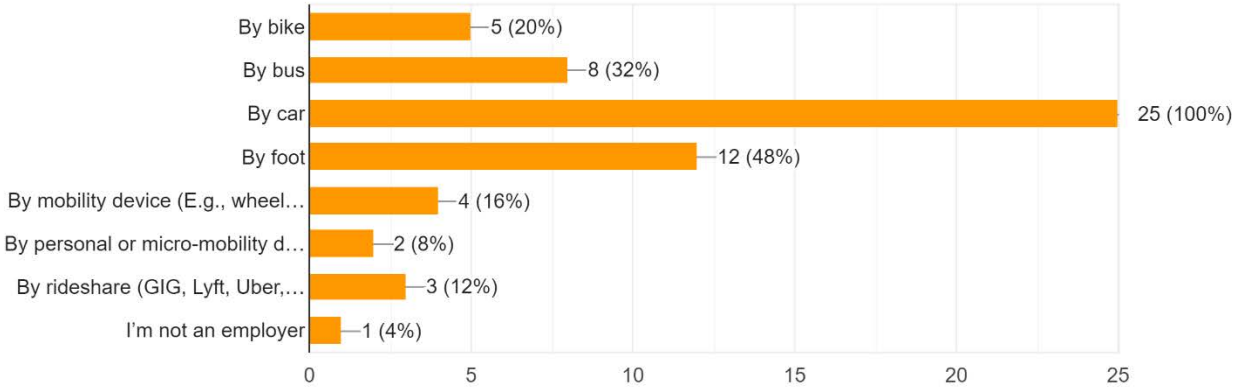
Which modes of transportation do your employees most often use to travel to these areas?

25 responses



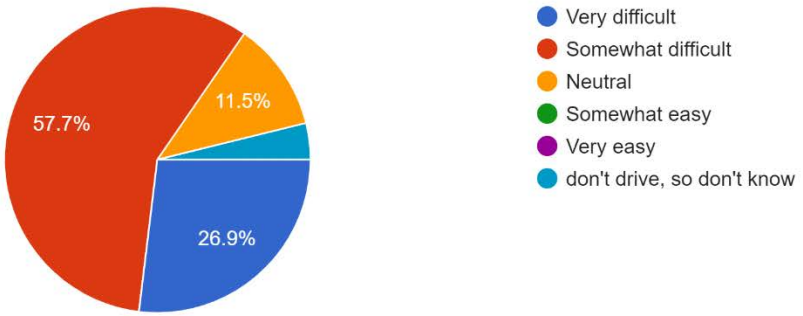
Which modes of transportation do you think the customers or visitors most often use to travel to these areas?

25 responses



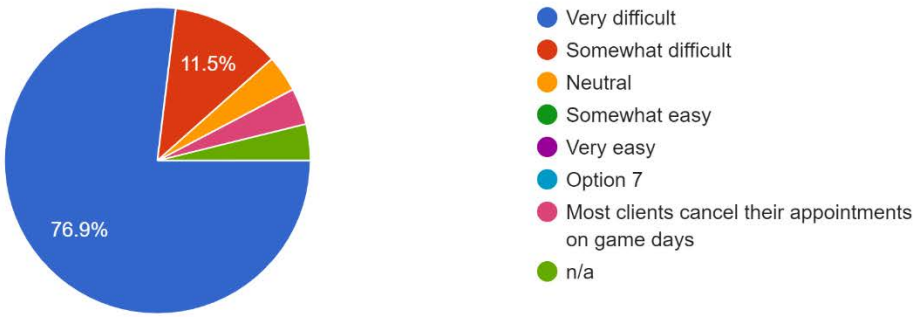
Please rate the feedback or perception customers or visitors have in finding a parking spot in these areas:

26 responses



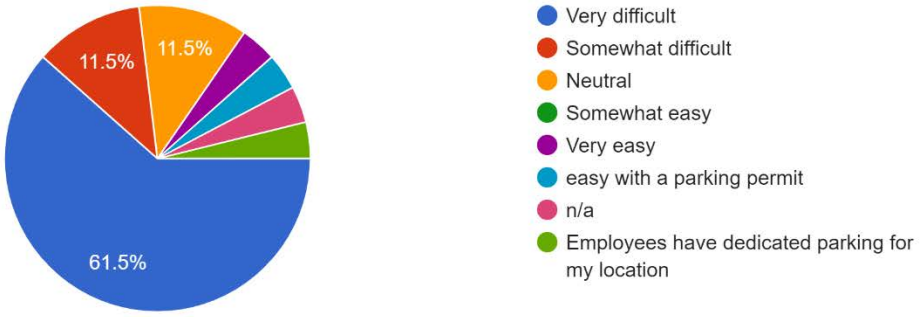
Please rate the feedback or perception customers or visitors have in finding a parking spot in these areas during Cal Football Game Day Saturdays:

26 responses



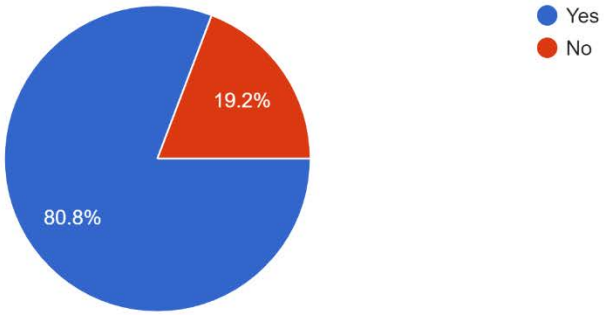
Please rate your experience in finding a parking spot in these areas during Cal Football Game Day Saturdays:

26 responses



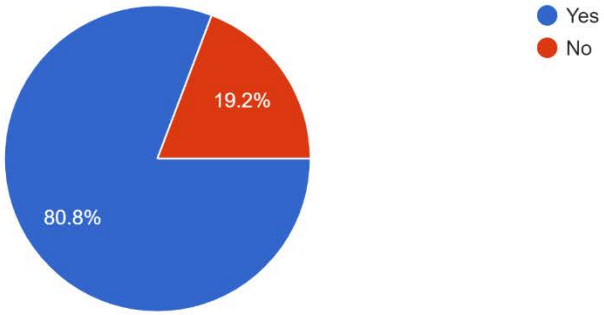
Are you aware of the current Cal Football Game Day Parking restrictions that make it illegal for customers and visitors to park in the adjacent r... & D on gamedays between 8am-11pm on Saturdays?

26 responses



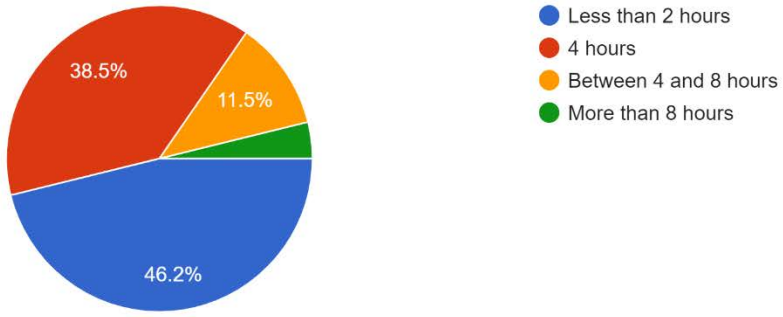
Do you support allowing customers and visitors to park in the adjacent residential areas B & D on gamedays between 8am-11pm during Cal Football Game Days on Saturdays?

26 responses



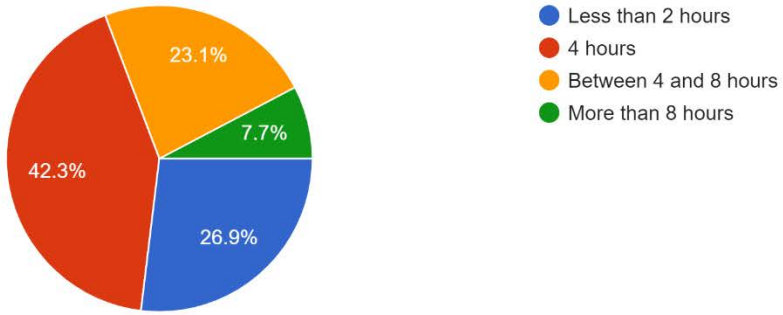
How long should customers and visitors be able to park in adjacent residential areas B & D during Cal Football Game Days on Saturdays?

26 responses



How long should customers and visitors be able to park in adjacent residential areas B & D on non-Game Day Saturdays?

26 responses



CONSENT CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Hansel Alejandro Aguilar, Director of Police Accountability

Submitted by: Hansel Alejandro Aguilar, Director, Office of the Director of Police Accountability

Subject: Lease for Office Space for the Office of the Director of Police Accountability (ODPA) at 1900 Addison Street

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to execute a ten-year lease agreement with The Shamszad Family Living Trust for the property located at 1900 Addison Street, Suites 300 and 350, with a lease term beginning on September 1, 2024.

SUMMARY

This report outlines the necessity for leasing new office space for the ODPA to enhance operational efficiency, public accessibility, and community engagement in alignment with best practices in the field and the City's strategic goals.

The current office space has become inadequate due to the expanding scope and responsibilities of the ODPA. This relocation to 1900 Addison Street is strategically chosen to provide a more accessible, centrally located, and spacious environment for both the staff and the public. The new location will significantly improve our ability to conduct thorough oversight and ensure transparency, thereby fostering greater public trust.

By moving to 1900 Addison Street, the ODPA will be better positioned to facilitate confidential meetings, provide a welcoming space for community interactions, and host public forums. The larger and modernized space will support the technological and logistical needs of the ODPA, including necessary IT infrastructure upgrades and dedicated areas for staff and board member training. This transition aligns with the best practices in civilian oversight as recommended by the National Association of Civilian Oversight of Law Enforcement (NACOLE) and other oversight bodies.

FISCAL IMPACTS OF RECOMMENDATION

Leasing the proposed office space will require an allocation of funds as detailed in the FY 2025-2026 budget. The estimated annual lease cost for the new office space at 1900 Addison Street includes rent, utilities, and maintenance. The lease has an initial term of ten (10) years with an estimated cost of approximately $1,779,588.34. The annual cost breakdown for the term is as follows:

Year	Annual Cost	Monthly Rate
1	$150,122.50	$13,647.50
2	$167,045.40	$13,920.45
3	$170,386.32	$14,198.86
4	$173,794.08	$14,482.84
5	$177,269.88	$14,772.49
6	$180,815.28	$15,067.94
7	$184,431.60	$15,369.30
8	$188,120.28	$15,676.69
9	$191,882.64	$15,990.22
10	$195,720.36	$16,310.03

Additionally, an estimated one-time expense of $150,000 is required for initial setup, including necessary IT infrastructure, security upgrades and furnishing. These additional, non-recurring expenditures will be covered by existing ODPA salary savings for FY 2023-2024.

The lease costs are included in the ODPA's proposed budget, funded entirely through the General Fund. This allocation ensures that the ODPA can operate within its financial means while securing a facility that meets its growing needs. The investment in this new office space is seen as a strategic use of funds that will support the long-term effectiveness and sustainability of the ODPA's operations.

According to the ODPA FY 25-26 Budget Presentation[1], the new office location is essential to accommodate the expanding needs of the department and enhance operational efficiency. The budget includes provisions for necessary IT upgrades, enhanced security measures, and furniture that will support a modern and efficient working environment. The cost of these improvements is justified by the anticipated gains in productivity and the ability to better serve the community. For context the ODPA was previously paying rent at a rate of $139,260 per year when located in the 1st FLOOR of 1947 Center Street, which was a considerable smaller location than the proposed space in 1900 Addison.

[1] ODPA FY 25-26 Budget Presentation: https://berkeleyca.gov/sites/default/files/legislative-body-meeting-attachments/2024-05-09 Item 1b. ODPA FY25-26 Budget Presentation.pdf

CURRENT SITUATION AND ITS EFFECTS

The proposed office lease aligns with the City's Strategic Plan[2], City Charter, and NACOLE Principles of effective oversight goals[3].

Specifically, the City's Strategic Plan endeavors to:

- **Provide state-of-the-art, well-maintained infrastructure, amenities, and facilities:** The new office space at 1900 Addison Street will offer modern, well-equipped facilities that support the operational needs of the ODPA. This includes updated meeting rooms, confidential interview spaces, and areas for public interaction, all designed to enhance the functionality and professionalism of the office. The NACOLE report emphasizes the importance of having adequate facilities to conduct effective oversight and ensure the independence of oversight bodies.

- **Provide an efficient and financially-healthy City government:** By relocating to a more suitable and strategically located office, the ODPA can optimize its operations, reduce inefficiencies associated with the current inadequate space, and better manage its resources. This move is expected to result in cost savings over time due to reduced maintenance issues and improved energy efficiency. The new location will also facilitate better coordination among staff and streamline workflows, as highlighted in the ODPA FY 25-26 Budget Presentation.

- **Champion and demonstrate social and racial equity:** The new location will improve accessibility for all community members, particularly those from marginalized and underserved groups. Enhanced public engagement spaces will facilitate better community involvement in oversight processes, ensuring that the ODPA's work is inclusive and reflective of the diverse population it serves. This move aligns with the City's commitment to social and racial equity by providing a welcoming and accessible environment for all stakeholders. The NACOLE report underscores the importance of community engagement and the need for oversight bodies to be physically accessible to the public.

Additionally, Berkeley Charter Section 125[4], Police Accountability Board and Director of Police Accountability, requires commitment to the following:

- **Promote Public Trust:** The Charter establishes the Police Accountability Board to promote public trust through independent, objective, civilian oversight of the Berkeley Police Department, providing community participation in setting and reviewing police policies, practices, and procedures (Section 125(1)). This foundational principle underscores the necessity for the ODPA to have adequate

[2] City of Berkeley Strategic Plan: https://berkeleyca.gov/your-government/our-work/strategic-plan
[3] NACOLE Thirteen Principles for Effective Oversight: https://www.nacole.org/principles
[4] Berkeley City Charter Section 125: https://berkeley.municipal.codes/Charter/125

facilities to conduct its work transparently and efficiently, fostering trust and confidence in the oversight process.

- **Impartial and Fair Investigations:** The Director of Police Accountability is tasked with investigating complaints against sworn employees of the Berkeley Police Department to reach independent findings and recommend corrective actions where warranted (Section 125(1)) . Adequate office space is critical to ensure that investigations are conducted in a confidential and professional environment, free from disruptions, and with the necessary resources at hand.

- **Community Engagement:** The Charter mandates the Board and Director to meet periodically with stakeholders, including civil rights organizations and communities of color, to solicit input on their work, emphasizing the need for accessible and adequate facilities to support these interactions (Section 125(14)(m)) . A well-located, properly-equipped office space at 1900 Addison Street will provide the necessary infrastructure to host community meetings, workshops, and other engagement activities that are vital for maintaining a strong relationship with the public and to ensure community voices are heard.

The inherited office space in 1947 Center Street was inadequate for the expanding needs of the ODPA and the Police Accountability Board (PAB). The limitations of the existing location hinder the ODPA's ability to conduct effective oversight, host community meetings, and provide confidential spaces for sensitive discussions. The ODPA memo dated April 13, 2024[5] outlines the necessity for additional space to support the growing staff and the increasing volume of work.

Relocating to the larger, more accessible location at 1900 Addison Street will address the above issues, enabling the ODPA to fulfill its mandate more effectively. This move supports the Board's directive under Berkeley Charter Section 125 by ensuring that the ODPA has the necessary facilities to conduct impartial and comprehensive oversight of the Berkeley Police Department. The enhanced office space will support the ODPA's mission to promote accountability and transparency in policing practices, thereby fostering greater public trust and engagement.

The investment in new office space aligns with best practices in the field, as outlined in the NACOLE report[6], which highlights the critical role of adequate facilities in the success of civilian oversight bodies. By providing a modern, well-equipped, and accessible office space, the City of Berkeley demonstrates its commitment to effective oversight,

[5] ODPA memorandum titled "Budget Request for ODPA-PAB Operations for FY 2025-2026": https://berkeleyca.gov/sites/default/files/legislative-body-meeting-attachments/2024-04-17%20PAB%20Regular%20Meeting%20Packet.pdf#page=30

[6] NACOLE report titled "The Evolution and Growth of Civilian Oversight: Key Principles and Practices for Effectiveness and Sustainability (Executive Summary)": https://portal.cops.usdoj.gov/resourcecenter/RIC/Publications/cops-w0951-pub.pdf

operational efficiency, and community engagement. Specifically, the NACOLE report emphasizes that:

- Adequate facilities are essential for oversight bodies to perform their functions effectively, ensuring they have the space and resources needed to conduct investigations, hold hearings, and engage with the community.

- Proper office space enhances the credibility and visibility of the oversight body, making it more accessible to the public and ensuring that community members feel welcome and supported when bringing forward complaints or participating in oversight activities.

- Modern, well-maintained facilities reflect a commitment to professional standards and operational excellence, which are crucial for maintaining public trust and ensuring the legitimacy of the oversight process.

Given these considerations, it is clear that the current office space is insufficient to meet the demands placed on the ODPA. The relocation to 1900 Addison Street will not only address these immediate needs but also position the ODPA for future growth and success. By approving this lease, the City Council will be taking a significant step toward strengthening civilian oversight of the Berkeley Police Department, enhancing public trust, and supporting the City's strategic goals of providing state-of-the-art infrastructure, operational efficiency, and social and racial equity. The Council's approval of this lease is therefore essential for the continued effectiveness and credibility of the ODPA.

Lastly, the NACOLE's principles for effective oversight[7] indicate that:

The investment in new office space aligns with best practices in the field, as outlined in the NACOLE report, which highlights the critical role of adequate facilities in the success of civilian oversight bodies. By providing a modern, well-equipped, and accessible office space, the City of Berkeley demonstrates its commitment to effective oversight, operational efficiency, and community engagement.

NACOLE's Thirteen Principles for Effective Oversight emphasize several key factors that directly relate to the necessity of a suitable office space for the ODPA:

> **Confidentiality, Anonymity, and Protection from Retaliation:** Effective civilian oversight must function with the same integrity, professionalism, and ethical standards it expects from and promotes for law enforcement. Stakeholders and the community must remain confident that civilian oversight will protect sensitive information as well as those who disclose it. An oversight agency cannot maintain credibility, legitimacy, and public trust if it does not or cannot respect confidentiality agreements, maintain the

[7] NACOLE Thirteen Principles for Effective Oversight: https://www.nacole.org/principles

anonymity of those who wish to share information anonymously, and work toward creating an environment where those involved with or contacting the oversight agency can do so without fear of retaliation or retribution.

The current office space is inadequate for ensuring the confidentiality and anonymity required for sensitive investigations and interactions. The new office at 1900 Addison Street will provide dedicated, secure spaces for confidential interviews and meetings, protecting the identities of complainants and witnesses and ensuring that information is handled with the utmost care.

Adequate Funding and Operational Resources: NACOLE underscores the importance of adequate funding and resources to support the operations of oversight bodies. Relocating to a larger, well-equipped office at 1900 Addison Street will provide the necessary infrastructure and resources to support the ODPA's growing needs and responsibilities.

Public Reporting and Transparency: Transparency is a cornerstone of effective civilian oversight. The new office space will allow the ODPA to host public meetings, engage with the community, and provide a transparent process for addressing complaints and oversight issues. This aligns with NACOLE's principle of ensuring public reporting and transparency to build trust within the community.

Community Outreach and Involvement: NACOLE highlights the importance of community outreach and involvement in the oversight process. The new office space will facilitate better community engagement by providing accessible meeting spaces for community members, stakeholders, and other City departments, enhancing the ODPA's ability to conduct effective outreach and involve the public in oversight activities.

Relocating to a larger, more accessible location at 1900 Addison Street will address the above issues, enabling the ODPA to fulfill its mandate more effectively. This move supports the Board's directive under Berkeley Charter Section 125 by ensuring that the ODPA has the necessary facilities to conduct impartial and comprehensive oversight of the Berkeley Police Department. The enhanced office space will support the ODPA's mission to promote accountability and transparency in policing practices, thereby fostering greater public trust and engagement.

The investment in new office space aligns with best practices in the field, as outlined in the NACOLE report[8], which highlights the critical role of adequate facilities in the success

[8] NACOLE report titled "The Evolution and Growth of Civilian Oversight: Key Principles and Practices for Effectiveness and Sustainability (Executive Summary)": https://portal.cops.usdoj.gov/resourcecenter/RIC/Publications/cops-w0951-pub.pdf

of civilian oversight bodies. By providing a modern, well-equipped, and accessible office space, the City of Berkeley demonstrates its commitment to effective oversight, operational efficiency, and community engagement. Specifically, the NACOLE report emphasizes that:

- Adequate facilities are essential for oversight bodies to perform their functions effectively, ensuring they have the space and resources needed to conduct investigations, hold hearings, and engage with the community.

- Proper office space enhances the credibility and visibility of the oversight body, making it more accessible to the public and ensuring that community members feel welcome and supported when bringing forward complaints or participating in oversight activities.

- Modern, well-maintained facilities reflect a commitment to professional standards and operational excellence, which are crucial for maintaining public trust and ensuring the legitimacy of the oversight process.

Given these considerations, it is clear that the current office space is insufficient to meet the demands placed on the ODPA. The relocation to 1900 Addison Street will not only address these immediate needs but also position the ODPA for future growth and success. By approving this lease, the City Council will be taking a significant step toward strengthening civilian oversight of the Berkeley Police Department, enhancing public trust, and supporting the City's strategic goals of providing state-of-the-art infrastructure, operational efficiency, and social and racial equity. The Council's approval of this lease is therefore essential for the continued effectiveness and credibility of the ODPA.

BACKGROUND

The Office of the Director of Police Accountability (ODPA) and the Police Accountability Board (PAB) have evolved from the foundational work of the Police Review Commission (PRC), which was established in 1973. The PRC was created to oversee the Berkeley Police Department (BPD) and provide civilian oversight. However, over the years, the need for more robust and effective oversight mechanisms became apparent.

Measure II and the Establishment of the ODPA and PAB[9]: In 2020, Berkeley voters approved Measure II, a pivotal initiative that significantly restructured civilian oversight of the police. Measure II led to the dissolution of the PRC and the creation of the ODPA and the PAB in 2021. This transition marked a substantial enhancement in the City's approach to police accountability, with the ODPA and PAB being granted more authority, resources, and responsibilities than the PRC.

[9] Resolution No. 69,531 N.S.: https://records.cityofberkeley.info/PublicAccess/api/Document/AUy9aoUPUHKER1E1yp3fD2Uv1pGRbkd2fZSecRcD%C3%89rsJEhoXP%C3%81%C3%81gacmcnuWx2bTI4uYOwTAJSLMEnMWJLcBivpk%3D/

- **Enhanced Authority and Mandate:** Measure II provided the ODPA and PAB with the authority to conduct independent investigations into complaints against police officers, review police policies and practices, and make recommendations for improvements. The PAB, supported by the ODPA, is mandated to ensure that the BPD operates transparently and is accountable to the community.

- **Increased Resources and Support:** Measure II also ensured that the ODPA and PAB were adequately funded to fulfill their expanded roles. This includes staffing, operational budgets, and the necessary infrastructure to conduct comprehensive oversight.

Challenges of the Current Office Space: Despite these advancements, the current office space for the ODPA and PAB is inadequate for their expanding needs. Several critical challenges arise from this inadequacy:

1. **Inadequate Space for Staff:** The ODPA has seen significant growth in staff numbers to handle the increased workload and responsibilities. The current office space is insufficient to accommodate all staff members, leading to cramped working conditions that hinder productivity and collaboration.

2. **Insufficient Confidential Meeting Areas:** The current office lacks dedicated, secure spaces for confidential interviews and sensitive discussions. This deficiency compromises the integrity of investigations and the privacy of individuals who provide information.

3. **Limited Community Engagement Facilities:** Hosting community meetings is a critical component of the ODPA's mandate to foster transparency and build public trust. However, the current office is not equipped to accommodate such gatherings, thereby restricting meaningful community involvement and engagement.

4. **Security Concerns for Sensitive Information:** The existing office does not provide adequate secure storage solutions for sensitive documents, increasing the risk of unauthorized access and potential breaches of confidentiality. Ensuring the protection of sensitive information is crucial for maintaining public trust and the credibility of the ODPA's work.

Necessity for Expansion: The ODPA memo dated April 13, 2024 underscores the urgent need for additional space to support the department's operational requirements. The memo highlights several key points:

- **Staff Expansion:** The ODPA anticipates continued growth in staff to handle the increasing responsibilities and workload. The current space cannot accommodate this projected expansion.

- **Operational Efficiency:** A larger office space will enhance operational efficiency by providing appropriate areas for various functions, including confidential interviews, community meetings, and secure storage.

- **Professional Standards:** To uphold the highest standards of professionalism and integrity, the ODPA requires a modern, well-equipped office environment that supports its mission and operational needs.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Provide state-of-the-art, efficient, and well-maintained infrastructure; reduce inefficiencies and costs via reduced maintenance issues and improved energy efficiency, thereby mitigating negative impact on the environment.

RATIONALE FOR RECOMMENDATION

The proposed lease offers the following benefits for the City:

- Alignment with the best practices in the field and to ensure compliance with Berkeley Charter Section 125.

ALTERNATIVE ACTIONS CONSIDERED

Direct the ODPA to work with the Department of Public Works to identify alternate locations around the city with a budget specified by the City Council.

CONTACT PERSON

Hansel A. Aguilar, Director of Police Accountability, Office of the Director of Police Accountability, 510-981-4950

ATTACHMENTS

1. Draft Ordinance

ORDINANCE NO. -N.S.

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR OFFICE SPACE FOR THE OFFICE OF THE DIRECTOR OF POLICE ACCOUNTABILITY AT 1900 ADDISON STREET

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. FINDINGS
The City Manager, or their designee, is hereby authorized to execute a lease agreement with The Shamszad Family Living Trust for the property located at 1900 Addison Street with a lease term beginning on September 1, 2024 with an initial term of ten (10) years. The lease shall be on substantially the terms set forth in Exhibit A.

Section 2. AUTHORIZATION FOR CITY MANAGER TO ENTER INTO LEASE AT 1900 ADDISON STREET

The City Manager is hereby authorized to enter into a 10-year lease agreement with the option for a 10-year extension with The Shamszad Family Living Trust for real property located at 1900 Addison Street. Such lease shall be on substantially the terms set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Exhibits
A: Lease Terms and Conditions
B: Floor Plans

Exhibit A: Lease Terms and Conditions

Exhibit B: Floor Plans

Exhibit A: Lease Terms and Conditions

LEASE

By and Between

THE SHAMSZAD FAMILY LIVING TRUST
("**Landlord**")

and

CITY OF BERKELEY
a Charter City organized and existing under the laws of the State of California
("**Tenant**")

Dated: September 1, 2024

DocuSign Envelope ID: 1BCB818E-2C92-4F7B-BB6C-8BAEE4F5692C

LEASE

BASIC LEASE INFORMATION

1. Landlord: The Shamszad Family Living Trust
2105 Martin Luther King Jr. Way, 2nd Floor
Berkeley, CA 94704
Attn: SG Real Estate, Inc.
Telephone: 510-704-1240
Email Address: Support@sgrealestateco.com

2. Tenant: City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

Tenant Contact: Public Works Department – Real Property
1947 Center Street, 5th Floor, Suite 521
Berkeley, CA 94704
Phone: 510-981-6453
Email Address: real_property@berkeleyca.gov and
DEarly@berkeleyca.gov

3. Effective Date: September 1, 2024

4. Premises: Approximately 5,150 rentable square feet of office space consisting of Suites 300 and 350 located on the third floor of the building commonly known and referred to as 1900 Addison Street, Berkeley, California 94704 (the "**Premises**").

5. Permitted Uses: General office, administration, classrooms, and training functions including but not limited to the Police Accountability Board and the Office of the Director of Police Accountability. Any other associated or related legal uses shall be permitted.

6. Initial Term: Ten (10) year(s), commencing on the **"Effective Date."**

7. Base Rent: Monthly Base Rent due during the Term shall be as per the following schedule:

Months	Monthly Rent
01	$-0-
02 – 12	$13,647.50
13 – 24	$13,920.45

25 – 36	$14,198.86
37 – 48	$14,482.84
49 – 60	$14,772.49
61 – 72	$15,067.94
73 – 84	$15,369.30
85 – 96	$15,676.69
97 – 108	$15,990.22
109 – 120	$16,310.03

8. Interim Space: From June 1, 2024 through September 1, 2024 or when improvements to the Premises are complete and deemed occupiable, whichever comes first, the landlord agrees to provide alternative office space at 2020 Milvia Street, Berkeley, CA for the Tenant's use at no cost to the Tenant.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS DS SS TENANT'S INITIALS_____

LEASE

This Lease Agreement ("**Lease**") is made and entered into as of the effective date specified in Section 3 of the Basic Lease Information, above ("**Effective Date**"), by and between The Shamszad Family Living Trust ("**Landlord**"), and the City of Berkeley, a Charter City organized and existing under the laws of the State of California ("**Tenant**").

1. PREMISES.

1.1. Premises. Landlord is the owner of the land parcel(s) on which the Premises are located (the "**Property**"). Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises together with Tenant Improvements (defined below), if any. A drawing depicting the general location and layout of the demised Premises is attached hereto and incorporated by reference as **Exhibit A.** Any improvements or alterations existing in the Premises, or otherwise constructed by Tenant or on Tenant's behalf therein (whether under this Lease, or any prior lease or sublease) are referred to in this Lease as "**Tenant Improvements**." Tenant shall also have non-exclusive use of three (3) parking stalls located on the Property.

2. TERM.

2.1. Initial Term. The "**Initial Term**" of this Lease shall be as set forth in Section 6 of the Basic Lease Information and shall commence as of the Commencement Date set forth in Section 6 of the Basic Lease Information. The Initial Term together with any Renewal Term(s), if any, are collectively referred to herein as the "**Term**."

2.2. Renewal Terms. Tenant shall have one (1) option to renew this Lease for a term of ten (10) years (a "**Renewal Term**").

2.2.1 Rent during Renewal Term. The Base Rent during each Renewal Term shall increase by two percent (2%). The Base Rent for the first year of the Renewal Term shall be equal to the last month Base Rent of the Initial Term times the two percent (2%) increase.

2.2.2 Notice. Tenant will provide Landlord with written notice of its election to renew the Lease with no less than four (4) months and not more than six (6) months, prior to the end of the Initial Term. If Tenants fails to provide such notice, its right to renew the Lease will not expire until fifteen (15) working days after the Tenant's receipt of Landlord's written demand that the Tenant exercise or forfeit the option to renew.

2.2.3 Extension of Term. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section 2.2.

2.2.4 Interim Space. From June 1, 2024 through September 1, 2024 or when improvements to the Premises are complete and deemed occupiable, whichever comes first, the landlord agrees to provide alternative office space at 2020 Milvia Street, Berkeley, CA for the Tenant’s use at no cost to the Tenant.

3. RENT

3.1. Base Rent, Rent. All Rent under this Lease shall commence as of the Commencement Date. Rent shall be paid as set forth in this Section 3. Tenant shall pay to Landlord, at Landlord's address for payment of Rent designated in Section 1 of the Basic Lease Information, or at such other address as Landlord may from time to time designate in writing to Tenant for the payment of Rent, the Base Rent designated in Section 7 of the Basic Lease Information, without notice, demand, offset or deduction, in advance, on the first day of each month of the Term. Upon execution of this Lease, Tenant shall pay to Landlord the first month's Base Rent. If Rent is due for a period of less than a full month, it shall be prorated for such partial month on the basis of a 30-day month.

3.1.1 Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

4. UTILITIES.

4.1. Landlord Utility and Service Costs. Landlord shall pay for all utilities and services required or desired by Tenant in connection with its use or occupancy of the Premises, including: (i) heat and air conditioning; (ii) water; (iii) gas, if applicable; (iv) elevator or lift service, if any; (v) electricity; (vi) sewer; (vii) trash pick-up; and (viii) any other materials, services, or utilities (individually and collectively, the "**Services**").

4.2. Tenant’s Responsibilities. Tenant will be responsible and pay for any security, telephone service, and information technology (IT) brought into the Premises.

4.3. Conservation and Use Policies. Landlord shall comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term.

5. TAXES.

5.1. Taxes. As used in this Lease "**Taxes**" includes Property Taxes, Possessory Interest Taxes and Personal Taxes. Landlord shall be responsible for paying all Taxes under this Lease.

5.2. Property Taxes. "**Property Taxes**" means and includes all of the following: all real property taxes, public infrastructure improvement assessments or any other assessments, levies, fees, exactions or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in lieu" of any such tax or assessment) which are assessed, levied, charged, conferred or imposed by any public authority upon the Property. Nothing contained in this Lease shall require Tenant to pay any franchise, corporate, estate or inheritance tax of Landlord, or any income, profits or revenue tax or charge upon the net income of Landlord.

6. INSURANCE.

6.1. Landlord. Landlord shall maintain insurance or an insurance equivalent insuring the Premises (excluding Tenant's Property and any Tenant Improvements) on an occurrence basis against fire and extended coverage (including, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Landlord on its other properties. At Landlord's option, such insurance or insurance equivalent may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Landlord has in force for other buildings or projects. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance or insurance equivalent maintained by Landlord pursuant to this Section 6.1 is referred to herein as "**Landlord's Insurance**."

6.2. Tenant. Tenant may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective) insuring against bodily injury and property damage, personal injury, completed operations and products liability. Tenant shall add Landlord as additionally insured to its policy for any property damage. Tenant shall insure Tenant's personal property located on or in the Premises. All such insurance or insurance equivalent maintained by Tenant pursuant to this Section 6.2 is referred to herein as "**Tenant's Insurance**."

7. INDEMNITY; LIABILITY EXEMPTION.

7.1. Indemnity. Except to the extent claims are caused by Tenant's sole negligence or willful misconduct, Landlord shall indemnify, protect, defend, and hold harmless Tenant and its elected officials, officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease; (ii) Landlord's use of the Premises, the conduct of Landlord's business or any activity, work or thing done, permitted or suffered by Landlord in or about the Premises or the Property; or (iii) any act, error or omission of Landlord in or about the Property or any portion thereof (collectively, the "**Indemnification**"). Landlord shall provide such Indemnification by and through counsel reasonably acceptable to Tenant. Without limiting Landlord's Indemnification obligations, Tenant shall be entitled to participate in the defense of any third-party claim that is reasonably likely to give rise to Indemnification claim under this Section 7.1. The obligations of Landlord under this Section 7.1 shall survive the

expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

7.2. Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and any Tenant Improvements, and injury to or death of persons in, upon or about the Premises or the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole or active negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant's officers, agents, or employees, or any other person in or about the Premises or the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Premises or the Property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole or active negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises or the Property except to the extent such damages are cause by Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

8. REPAIRS AND MAINTENANCE

8.1. Roof and Exterior of Premises. Landlord shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Building. Tenant shall maintain all locks and key systems used in the Premises.

8.2. Interior of Premises. Tenant shall keep and maintain the interior of the Premises in good order, condition and repair. Notwithstanding anything to the contrary, Landlord shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. Landlord shall maintain and replace any lighting in the interior of the Premises.

8.3. Utilities. Landlord shall maintain the electrical, replace any lighting in the Premises, water, and plumbing systems of the Premises in good order, condition, and repair.

8.4. HVAC. Landlord shall maintain the heating, ventilating, and air-conditioning ("HVAC") systems of the Premises in good order, condition, and repair.

8.5. Parking, Exterior Lighting, Landscaping. Landlord shall maintain the parking lot, exterior lighting system, and landscaping, in good order, condition, and repair.

8.6. Janitorial Services. Landlord shall provide janitorial services to the common areas of the property on a daily basis and shall be responsible any plumber services, if necessary. Tenant shall be responsible for any janitorial cleaning of the Premises.

8.7. Services by Landlord. If Tenant determines that the Premises require maintenance, construction, remodeling, or similar service that is beyond Landlord's responsibilities under this lease, at Tenant's request, Landlord shall perform such service at Tenant's expense. In performing the service, Landlord shall consult with Tenant and use either licensed insured contractors or employees of Landlord. Landlord shall obtain Tenant's prior written approval of the scope, terms, and cost of any contracts. Tenant may, by Tenant giving Landlord thirty (30) days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor. Landlord has agreed to provide information technology (IT) work inside the Premises for Tenant, based on specifications provided by Tenant to Landlord’s contractor. In addition, Tenant shall pay to Landlord for the above IT work based on a final invoice from Landlord’s contractor.

9. ALTERATIONS.

9.1. Alterations. Tenant may, at its sole cost and expense, install, operate, maintain, upgrade, repair, or replace an alarm, access control, or other building security system.

9.2. Standard of Work. All work to be performed by or on behalf of Tenant shall be performed diligently and in a first-class, workmanlike manner, and in compliance with all applicable Laws and all insurance carrier requirements. Landlord shall have the right, but not the obligation, to periodically inspect such work and may require changes in the method or quality thereof. In no event shall such work materially obstruct access to the Property or any portion thereof.

9.3. Damage; Removal. Tenant shall repair all damage to the Premises, Property and any portions thereof caused by the installation or removal of alterations or other work performed by or on behalf of Tenant. Upon the expiration or other termination of this Lease, Tenant shall remove Tenant's trade fixtures and other improvements, alterations and additions and restore the Premises to their condition existing prior to the construction or installation of any such items and perform any closure work, investigation and environmental remedial work required by the presence or suspected presence of any Hazardous Materials under Hazardous Materials Laws (as hereinafter defined) or by any other applicable Laws; provided, however, Landlord may require, upon written notice to Tenant no less than fifteen (15) days before the expiration or other termination of the Term, any such items (including trade fixtures) designated by Landlord to remain on the Premises, in which event they shall be and become the property of Landlord upon the expiration or other termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or the Property whatsoever and in strict accordance with all applicable Laws.

9.4. Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises and Property and all portions thereof free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) business days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon, at the Applicable Interest Rate, from the date of expenditure.

9.5. Bonds. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, lien, performance, and payment completion bonds in an amount equal to one and one-half times the estimated cost of any alterations, additions, or improvements to insure Landlord, the Premises and the Property against any liability for mechanic's and materialmen's liens, and to ensure completion of the work and payment of any contractors or subcontractors.

10. USE; INSPECTION; QUIET ENJOYMENT.

10.1. Usage. The Premises shall be used only for the permitted uses set forth in Section 5 of the Basic Lease Information and for no other purpose without the prior written

consent of Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty with regard to the Premises, any Tenant Improvements, or the Property with respect to their suitability for the conduct of Tenant's business. Tenant's execution of this Lease and entry of the Premises hereunder shall conclusively establish that the foregoing when at such time in satisfactory condition. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "**Law**" and collectively "**Laws**"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises. Tenant shall be responsible for obtaining any permit or license required by any governmental agency permitting Tenant's use of the Premises.

10.2. Inspection. Landlord, or its representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) Tenant is in compliance with the terms and conditions of this lease.

10.3. Quiet Enjoyment. Tenant may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building. For so long as Tenant is in compliance with the material terms of this Lease, Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term.

11. ENVIRONMENTAL MATTERS.

11.1. Hazardous Materials Defined. As used in this lease, the term "**Hazardous Materials**" refers to any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act.

11.2. Warranty; Hold Harmless. Landlord warrants that Landlord has no knowledge of the presence of any Hazardous Materials or other contamination in or under the Building or Premises in violation of any laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force concerning the management, use, generation, storage, transportation, presence, discharge or disposal of Hazardous Materials. Landlord shall defend, save, protect and hold Tenant harmless from any loss arising out of the presence of any Hazardous Materials on the Premises that was not brought to the Premises by or at the request of Tenant, its agents,

contractors, invitees or employees. Landlord acknowledges and agrees that Tenant has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Materials unless such Hazardous Materials are released, discharged or spilled on or about the Premises by Tenant or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease

12. DAMAGE AND DESTRUCTION.

12.1. Perilous Condition. If, during the Term, Tenant's Public Works Director becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of Tenant's employees or invitees (a "**Perilous Condition**"), the Public Works Director, or his or her designee, will immediately notify Landlord of such Perilous Condition, and Landlord shall use best efforts to promptly eliminate the Perilous Condition. Landlord shall immediately address any condition reasonably constituting an emergency, whether Landlord learns of the condition through Lessee or otherwise. If Landlord fails to address a Perilous Condition within thirty-six (36) hours after Tenant's notice or to immediately address an emergency situation, Tenant may attempt to resolve the Perilous Condition or emergency situation. Landlord shall reimburse Tenant for any costs incurred by Tenant in addressing the Perilous Condition or emergency situation promptly upon receipt of any Tenant's invoice for such costs.

12.2. Casualty. If, during the Term, the Premises are totally or partially destroyed or utility Services are cut off from any cause rendering the Premises totally or partially inaccessible or unusable (the "**Casualty**"), and if the restoration can be made under then existing Laws and can be completed within one hundred twenty (120) days after obtaining all necessary permits therefor, then Landlord shall restore the Premises (excluding Tenant's Property and any Tenant Improvements) to substantially the same condition as they were in immediately before destruction. If the restoration cannot be so made, then within fifteen (15) days after Landlord determines that the restoration cannot be made as stated in this Section 12.2, Tenant may terminate this Lease immediately by giving written notice to Landlord. If the existing Laws do not permit the restoration, either party may terminate this Lease by giving ninety (90) days prior written notice to the other party. In case of Casualty, there shall be an abatement or reduction of Rent, between the date of Casualty and the date of completion of restoration if restoration takes place, or the date of termination if the Lease is terminated, based on the extent to which the destruction actually interferes with Tenant's use of the Premises.

12.3. Tenant's Fault. If the Premises, the Property, or any portion thereof, are damaged resulting from the negligence or breach of this Lease by Tenant or any of Tenant's Parties, Rent shall not be reduced during the repair of such damage, Tenant shall have no right to terminate this Lease as provided in Section 12.2, and Tenant shall be liable to Landlord for the cost of the repair caused thereby to the extent such cost is not covered by insurance proceeds.

12.4. Repair Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to repair any injury or damage, by fire or other cause, to Tenant's Property or any Tenant Improvements, if any, or to rebuild, repair or replace any decorations, alterations, partitions, fixtures, trade fixtures, additions or other improvements installed on the Premises by or for Tenant, unless and to the extent Landlord has received insurance proceeds from Tenant's property insurance as provided in Section 6.2 above, and neither Tenant or Landlord has opted to terminate this Lease as provided in Section 12.2.

12.5. Waiver. The provisions of this Lease contain an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant fully waives the provisions of any statute or regulation, including California Civil Code sections 1932(2) and 1933(4) (as amended from time to time, and successor statutes thereto) for any rights or obligations concerning a Casualty.

13. EMINENT DOMAIN.

13.1. Effect on Rights and Obligations. If any portion of the Premises is permanently taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if 25% or more of the total number of square feet in the Premises is taken. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within 30 days after the nature and the extent of the taking have been finally determined, as of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the 30-day period, this Lease shall continue in full force and effect, except that the Base Rent thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within ten (10) days after Tenant receives notice of said action or threatened action. No condemnation of any kind shall be construed to constitute an actual or constructive eviction of Tenant or a breach of any express or implied covenant of quiet enjoyment.

13.2. Award. In connection with any condemnation, Landlord shall be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise ("**Award**") and Tenant hereby irrevocably assigns and transfers to Landlord all rights to and interests in the Award and fully waives, releases, and relinquishes any claim to, right to make a claim on, or interest in the Award, including any amount attributable to any excess of the market value of the Premises for the remainder of the Term over the present value as of the termination date of the Rent payable for the remainder of the Term (commonly referred to as the "**bonus value**" of the Lease).

14. DEFAULT.

14.1. Events of Default. The occurrence of any of the following events shall, at Landlord's option, constitute an "**Event of Default**:"

14.1.1 As to Tenant: (i) Tenant's failure to pay Rent within ten business days after receipt of a written notice of such failure from Landlord to Tenant; provided, however, that Tenant will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the Tenant's City Council to adopt a budget. In no event may such additional time exceed seventy five (75) days from receipt of a written notice; (ii) Tenant's failure to comply with any other material term or provision of this Lease if such failure is not remedied within thirty days after receipt of a written notice specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Tenant's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days (90), provided Tenant commences curing such default within thirty (30) days and thereafter diligently proceeds to cure such default.

14.1.2 As to Landlord: (i) Landlord's failure to complete the Tenant Improvements in accordance with the Work; (ii) Landlord's failure to perform any other obligation under this lease if such failure is not remedied within thirty days after receipt of a written notice from Tenant to Landlord specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Landlord's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Tenant commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.;

14.2. Remedies.

14.2.1 Termination. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least three (3) business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord.

A. Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property therefrom.

14.2.2 Tenant's Remedies. Upon the occurrence of a default by Landlord, Tenant may (i) terminate this Lease by giving thirty (30) days written notice to Landlord and quit the Premises without further cost or obligation to Tenant or (ii) proceed to repair or correct the failure and, at Tenant's option, either deduct the cost thereof from Rent due to Landlord, or

invoice Landlord for the cost of repair, which invoice Landlord shall pay in full promptly upon receipt

14.3. Cumulative. Each right and remedy of Landlord or Tenant provided for herein or now or hereafter existing at Law or in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

15. ASSIGNMENT AND SUBLETTING.

15.1. Landlord's Consent. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Premises or any part thereof, without Landlord's prior written approval, which approval Landlord shall not unreasonably withhold. Upon the assignment of the Lease by Tenant, the Tenant will have no further obligation under the Lease.

16. ESTOPPEL, ATTORNMENT AND SUBORDINATION.

16.1. Estoppel. Within thirty (30) days after request by Landlord, Tenant shall deliver an estoppel certificate duly executed and acknowledged to any proposed mortgagee, beneficiary, purchaser, or Landlord, in a commercially reasonable form substantially similar to that requested and a statement certifying, without limitation: (i) the date of commencement of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (v) no deposit of any nature has been made in connection with the Lease (other than deposits the nature and amount of which are expressly described in the Lease). Landlord and Tenant intend that any statement delivered pursuant to this Section 16 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises, the Property or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance, (iii) not more than one (1) month's rental has been paid in advance; and (iv) no deposit of any nature has been made in connection with the Lease except as represented by Landlord. Except to the extent caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify and hold Landlord harmless from and against any and all damages, penalties, fines, taxes, costs, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees and court costs) which Landlord may sustain or incur as a result of or in connection with Tenant's failure or delay in delivering such estoppel certificate. If any financier should require that

this Lease be amended (other than in the description of the Premises, the Term, the permitted uses, the Rent or as will substantially, materially and adversely affect the rights of Tenant), Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease supplement embodying such amendments. Tenant shall, within thirty (30) days after the receipt of Landlord's notice, execute and deliver to Landlord the tendered Lease supplement.

16.2. Subordination. This Lease shall be subject and subordinate to all ground leases, CC&Rs, and the lien of all mortgages and deeds of trust which now or hereafter affect the Premises or the Property or Landlord's interest therein, and all amendments thereto, all without the necessity of Tenant's executing further instruments to affect such subordination; provided, however, that Tenant's rights hereunder shall not be disturbed, except in accordance with the terms and provisions of this Lease. If at any time Landlord has a mortgage, loan, or other security instrument that is secured by a lien of a mortgage or deed of trust encumbering the Building, Landlord shall cause the lender(s) holding such lien to execute and deliver to Tenant a subordination, recognition and non-disturbance agreement in recordable form and in a form that is in substantial conformity with **Exhibit B** attached hereto. If requested, Tenant shall execute and deliver to Landlord within thirty (30) days after Landlord's request, whatever documentation that may reasonably be required to further effect the provisions of this Section 16.2.

16.3. Attornment. In the event of a foreclosure proceeding, the exercise of the power of sale under any mortgage or deed of trust or the termination of a ground lease, Tenant shall, if requested, attorn to the purchaser thereupon and recognize such purchaser as Landlord under this Lease. The transferee shall not be liable for any acts, omissions or defaults of Landlord that occurred before the sale or conveyance, or the return of any security deposit except for deposits actually paid to transferee, and except as reduced as expressly provided for in Section 3.3 of this Lease or by operation of Law.

17. PARKING. The Landlord shall provide three (3) parking spaces to Tenant for a monthly fee of zero Dollars ($0.00) per month during the Initial Term and any Renewal Periods.

18. MISCELLANEOUS.

18.1. General.

18.1.1 Entire Agreement. This Lease sets forth all the agreements between Landlord and Tenant concerning the Property and the Premises, and there are no agreements either oral or written other than as set forth herein.

18.1.2 Time of Essence. Time is of the essence of this Lease.

18.1.3 Attorneys' Fees. If any action is commenced which arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenses in the action, in addition to costs and expenses otherwise allowed by Law. In all other situations, including any matter arising out of or relating to any bankruptcy or other voluntary or

involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, Tenant agrees to pay all of Landlord's costs and expenses, including attorneys' fees and expert fees, which may be incurred in enforcing or protecting Landlord's rights or interests.

18.1.4 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

18.1.5 Law. This Lease shall be construed and enforced in accordance with the Laws of the State of California, without reference to its choice of law provisions.

18.1.6 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Lease shall be interpreted as though prepared jointly by both parties.

18.1.7 No Option. Submission of this Lease to Tenant for examination or negotiation does not constitute an option to lease, offer to lease or a reservation of, or option for, the Premises; and this Lease shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.

18.1.8 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 15, Tenant.

18.1.9 Third Party Beneficiaries. Nothing herein is intended to create any third-party benefit.

18.1.10 No Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

18.1.11 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

18.1.12 Fixtures and Signs. Tenant may (i) make any lawful and proper minor alterations to the Premises; (ii) attach fixtures and interior signs in and on the Premises; and attach signage on the exterior of Building ("**Tenant Fixtures**"). Any Tenant Fixtures will remain the property of Tenant and may be removed from the Premises by Tenant at any time during the Term. All alterations and Tenant Fixtures are subject to Landlord’s approval, which shall not be unreasonably withheld, and must comply with existing code requirements. All Tenant Fixtures

shall be at Tenant's sole cost and expense. Installations and removals of Tenant Fixtures shall be made in such manner as to avoid injury or defacement of the Premises, and Tenant shall repair any injury or defacement, including discoloration caused by such installation or removal. Tenant shall be responsible for all fees, costs and expenses associated with installation and removal of Tenant Fixtures. In the event any such fees, costs or expenses are incurred by Landlord (whether directly or indirectly), Landlord shall deliver to Tenant an invoice, with reasonable supporting documentation, and Tenant shall reimburse Landlord for those amounts within thirty (30) days after receipt of such invoice.

18.1.13 Prior Possession. Prior to the Commencement Date, Tenant has the right to (i) install fixtures, telephone outlets and cabling, telephones, security systems, furniture, and other items in the Premises, and (ii) store supplies and equipment in the Premises, provided such work and storage can be affected without unduly interfering with Landlord's completion of the Tenant Improvements.

18.2. Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

18.3. Limitation of Liability. Whenever Landlord transfers its interest, Landlord shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder and the transferee of Landlord's interest shall assume all liabilities and obligations of Landlord hereunder from the date of such transfer.

18.4. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Landlord's address and Tenant's address set forth in Sections 1 and 2 of the Basic Lease Information, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

18.5. Brokerage Commission. Tenant represents that they have not been represented by any broker in connection with this Lease. Landlord has been represented by SG Real Estate in connection with this Lease, and that a real estate broker's commission "**Commission**") is due or payable under a separate agreement with Landlord.

18.6. Authorization. Each individual or entity executing this Lease on behalf of Tenant represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and that such execution is binding upon Tenant.

18.7. Holding Over. If, with Landlord's express written consent, Tenant holds over the Premises or any part thereof after expiration or earlier termination of the Term, such holding over shall constitute a month-to-month tenancy on all the other terms and conditions of this Lease, except that Base Rent shall be equal to the Rent payable under this Lease for the last full month before the date of expiration or termination. This section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Initial Term or any Renewal Term, as the case may be, except as specifically set forth above. If Tenant remains in possession of the Premises after expiration or other termination of this Lease without Landlord's express written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as Base Rent during the holdover period an amount equal to 95% of Fair Market Rent. If Tenant fails to surrender the Premises upon expiration or other termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or other termination of this Lease and any related attorneys' fees and brokerage commissions.

18.8. Surrender. Upon the expiration or other termination of this Lease or Tenant's right to possession of the Premises, Tenant shall peaceably and quietly leave and surrender to Landlord the Premises, along with appurtenances and fixtures at the Premises (except Tenant Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God, and Landlord's failure to make repairs required of Landlord excepted. Tenant is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease

18.9. Joint and Several. If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

18.10. Covenants and Conditions. Each provision to be performed by Tenant or Landlord hereunder shall be deemed to be both a covenant and a condition.

18.11. Force Majeure. For purposes of this Lease, the term "**Force Majeure**" shall mean and include the following: any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Property, over any construction anticipated to occur thereon or over any uses thereof, or by fire, flood, inclement weather, energy shortage, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, governmental preemption or curtailment in connection with a national emergency or in connection with any rule, order, guideline or regulation of any department or governmental agency, or by reason of the conditions of supply and demand which have been or are affected by a war or other emergency, acts of terrorism, act of public enemy, war, riot, sabotage, blockade, embargo, failure or inability to secure an adequate supply of water, electricity, fuel, materials, supplies or labor through ordinary sources by reason of shortages

or priority, discovery of Hazardous Materials (as defined in paragraph 11.1), earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required, or any of its contractors or other representatives.

18.12. Accessibility; Disability Laws. The Premises have not undergone an inspection by a Certified Access Specialist.

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. "

Since compliance with the ADA and other federal and state disability laws (collectively, "**Disability Laws**") is dependent upon Tenant's specific use of the Premises, Landlord makes no warranty or representation as to whether or not the Premises comply with Disability Laws. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in compliance with Disability Laws, Landlord agrees to make any such necessary modifications and/or additions at Landlord’s sole cost and expense.

18.13. OFAC Compliance. Tenant represents and warrants to Landlord that Tenant is not a party with whom Landlord is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury, including those parties named on OFAC’s Specially Designated Nationals and Blocked Persons List. Tenant is currently in compliance with, and shall at all times during the term of this Lease remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. In the event of any violation of this section, Landlord shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken under law or in equity. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY LANDLORD ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Lease.

19. ADDENDUM.

19.1. Attached hereto is an addendum constitutes a part of this Lease.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

TENANT:

CITY OF BERKELEY, a California municipal corporation

By:_____
Print Name:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
City Risk Manager

--AND--

LANDLORD:
THE SHAMSZAD FAMILY LIVING TRUST

By: Sasha Shamszad
Print Name:_____
Its: Sasha Shamszad

DocuSigned by:
Sasha Shamszad
B29F772F3AF544A...

By:_____
Print Name:_____
Its:_____

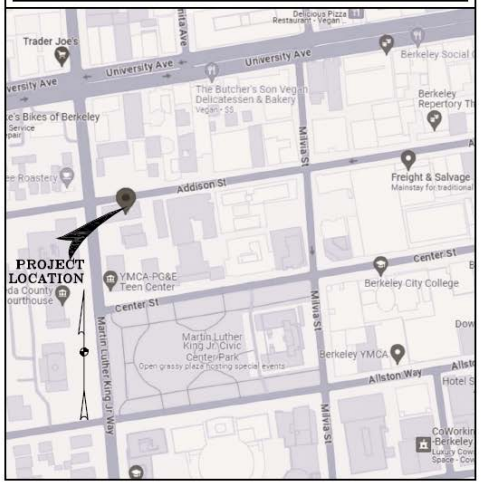
EXHIBIT A-2

Depiction of Premises

BUILDING INFORMATION:

PROJECT ADDRESS:	1900 ADDISON STREET BERKELEY, CA 94704 3RD FLR.
OCCUPANCY GROUP:	B, BUSINESS
CONSTRUCTION TYPE:	TYPE VB
ZONE DISTRICT:	C-DMU BUFFER
NO. OF STORIES:	3 STORIES (EXISTING) 15,254SF
PROJECT DESCRIPTION:	3RD FLR. TENANT IMPROVEMENT INTERIOR OFFICE PARTITION WALLS ADDITIONS / MODIFICATIONS

VICINITY MAP:



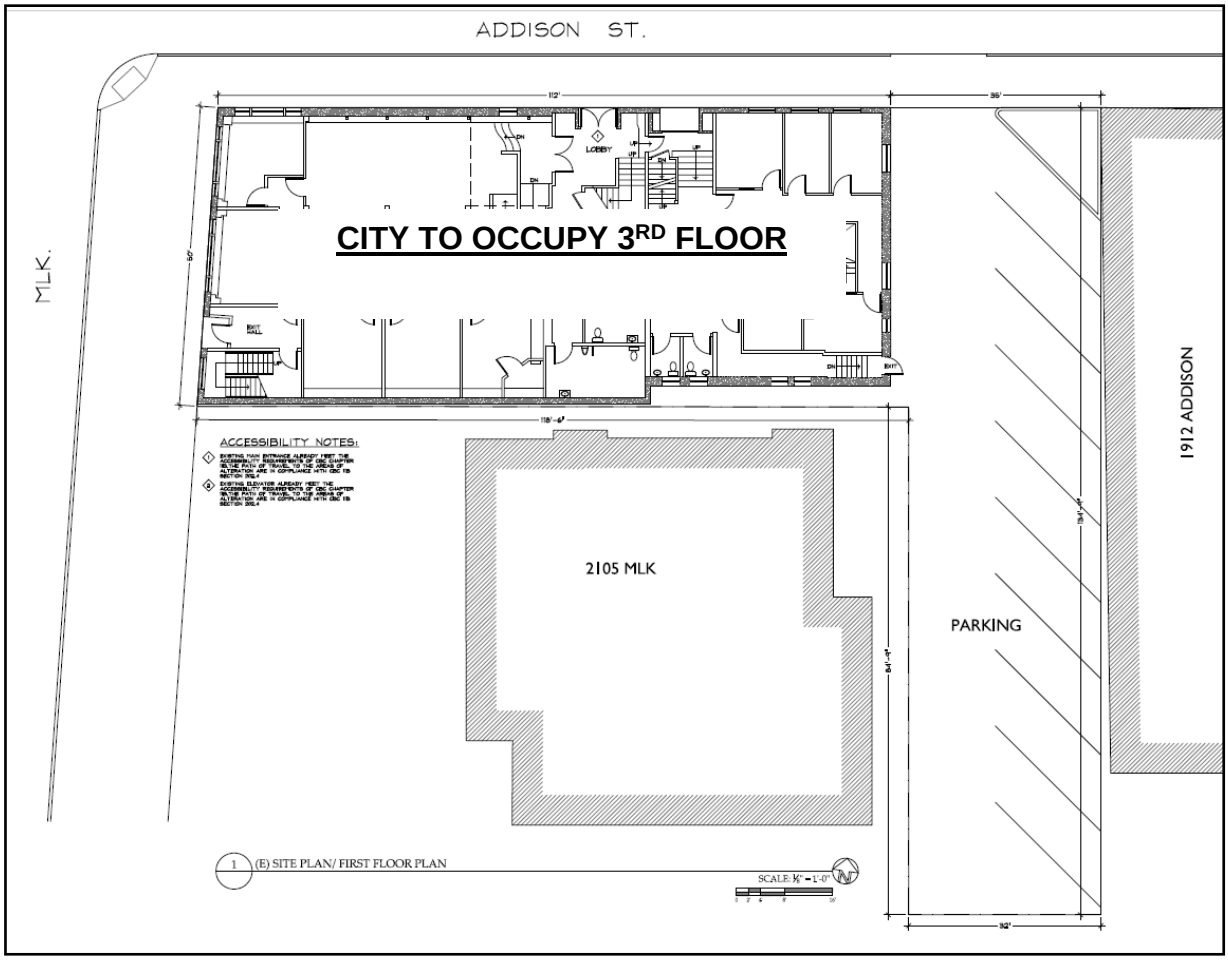


EXHIBIT B

Recorded at the request of:
City of Berkeley

Return to:
City of Berkeley
Department of Public Works,
2180 Milvia Street, Third Floor
Berkeley, CA 94704
Assessor's Parcel No. 377-150-013

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated _____, 2024, and is between the City of Berkeley, a Charter City organized and existing under the laws of the State of California (the "Lessee"), _____, a _____ , its successors and assigns (the "Lender), having its principal place of business at _____.

Recitals

A. Pursuant to a lease dated _____, 2024 (the "**Lease**") between the Lessee and The Shamszad Family Living Trust (the "Lessor"), Lessor is leasing to the Lessee certain space in the building located at 1900 Addison Street, Berkeley, CA, more fully described in Exhibit C attached hereto and made a part hereof (the "Property").

B. Lender has previously made a loan (the "**Loan**") to Lessee that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Lessee to Lender encumbering the Property (the "**Mortgage**") and an assignment of all leases of and rents from the Property

C. This agreement is being executed by the parties in accordance with the requirements of Section 9 of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lessor hereby represents, acknowledges and agrees as follows:

(a) The term of the Lease commences on _____ and will terminate on _____.

(c) The current monthly rent payment under the Lease is set forth in Section A.3 of the Lease. No advance rents have been prepaid.

(d) In addition to monthly rent payments, the Lessor is responsible for a portion of the cost of improvements to the Premises.

(e) The improvements described in the Lease have not been completed or accepted by Lessor.

(f) Lessor has not sublet any portion of the leased premises or assigned any of its rights under the Lease.

(g) Upon its execution, the Lease will be in full force and effect.

(h) All rent payments will be paid as provided under the Lease until Lessor has been otherwise notified by Lender or its successors and assigns.

(i) If Lender provides Lessor with Lender's address for notification purposes, Lessor will deliver to Lender a copy of all notices Lessor delivers to or receives from Lessee.

(j) Lessor will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. If Lender elects to foreclose the Mortgage, Lender will not join Lessor in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Lessor has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

3. In the event that Lender succeeds to the interest of Lessee under the Lease and there exists no default by Lessor under the Lease and Lessor has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Lessee's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

(a) Liable for any act or omission of Lessor or any prior Lessor under Lease;

(b) Subject to any offsets or defenses that Lessor might have against Lessee or any prior lessor

(c) Bound by any rent or additional rent that Lessee might have paid for more than the current month to Lessor;

(d) Bound by any amendment or modification of the Lease made without Lender's prior written consent; or

(e) Liable for any security deposit Lessee might have paid to Lessor, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Lessor's interest under the Lease, Lessee covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Lessor's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Lessor by the Lease. If requested by Lender or any subsequent owner, Lessee shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Lessee thereunder, Lessor agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

6. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

LESSEE	**LENDER**
CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California	Name of Lender, a _____
By _____ Public Works Director	By _____ Name Title By _____ Name Title

[Attach Notary Forms]

ADDENDUM TO LEASE

(City of Berkeley Standard Contract Provisions)

This Addendum is attached to and made part of that certain Lease dated _____, 2024, between The Shamszad Family Living Trust ("Lessor" or "**Landlord**"), and City of Berkeley ("**Lessee**" or "**City**"), a Charter City organized and existing under the laws of the State of California, as Tenant. Capitalized terms not otherwise defined in this Addendum shall have the meaning given them in the Lease. The provisions of this Addendum shall prevail over any inconsistent or conflicting provisions of the Lease.

1. Business License. Landlord certifies that it has obtained or applied for a City of Berkeley business license number as required by Berkeley Municipal Code Chapter 9.04; or Landlord claims that it is exempt from the provisions of B.M.C. Ch. 9.04 and has written below the specific B.M.C. section under which it is exempt.

2. Non-Discrimination Against Persons with Disabilities.

   a. If Landlord provides any aid, service or benefit to others on the City's behalf, Landlord shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Landlord shall further observe and comply with all applicable federal, state, municipal and local laws, Ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

   b. If Landlord is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Lessor shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, Ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Landlord. All Landlord's activities must be in accordance with these laws, Ordinances, codes, and regulations, and Landlord shall be solely responsible for complying therewith.

3. City Non-Discrimination Ordinance. Landlord agrees to comply with the provisions of Berkeley Municipal Code Chapter 13.26 as amended from time to time. In the performance of this lease, the Lessor agrees as follows:

   a. Landlord shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Landlord shall permit the City access to records of employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the Lessee, are necessary to monitor compliance with this non-discrimination provision, and will, in addition, fill-out in a timely fashion, forms supplied by the City to monitor these non-discrimination provisions.

4. Nuclear Free Berkeley. Landlord agrees to comply with Berkeley Municipal Code Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

5. Oppressive States.

a. In accordance with Resolution No. 59,853-N.S., Landlord certifies that it has no contractual relations with, and agrees during the term of this Lease to forego contractual relations to provide personal services to or to purchase, sell, lease or distribute commodities in the conduct of business with, the following entities:

i. The governing regime in any Oppressive State.

ii. Any business or corporation organized under the authority of the governing regime of any Oppressive State.

iii. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this lease, the Tibet Autonomous Region and the provinces of Ado, Kham, and U-Tsang shall be deemed oppressive states.

c. Landlord's failure to comply with this section shall constitute a default of this lease and Lessee may terminate this lease pursuant to Section 14 of the Lease. In the event that the City terminates this lease due to a default under this provision, City may deem Lessor a non-responsible bidder for five (5) years from the date this lease is terminated.

6. Berkeley Living Wage Ordinance.

a. Landlord agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Landlord employs six (6) or more part-time, full-time or stipend employees, and generates $350,000 or more in annual gross receipts, Landlord will be required to provide all eligible employees with Landlord mandated minimum compensation during the term of this Lease, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.

b. Landlord shall be required to maintain all reasonable records and documents that would establish whether Landlord is subject to the City's Living Wage Ordinance ("**LWO**"). If Landlord is subject to the LWO, as defined therein, Lessor shall be further required to maintain monthly records of those employees located on the leased Premises. These records shall include the total number of hours worked, the number of hours spent providing service on the leased property, the hourly rate paid, and the amount paid by Landlord for health benefits, if any, for each of its employees providing services under the Lease. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default, subject to the provisions contained in Section 14 of the Lease.

c. If Landlord is subject to the LWO, Landlord shall include the requirements of the Ordinance, as defined in B.M.C. Chapter 13.27, in any and all subleases in which Landlord enters with regard to the subject Premises. Sublessors shall be required to comply with this Ordinance with regard to any employees who spend 25% or more of their compensated time on the leased property.

d. If Landlord fails to comply with the requirements of this the LWO and this Lease, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

e. Landlord's failure to comply with this Section shall constitute default of the Lease, upon which the City may terminate this Lease pursuant to Section 14.

f. In addition to any other remedies available by law or under the Lease, at the City's sole discretion, Landlord may be responsible for liquidated damages in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Lessor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Landlord's breach.

7. Berkeley Equal Benefits Ordinance.

a. Landlord hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Landlord is currently subject to the Berkeley Equal Benefits Ordinance, Lessor will be required to provide all eligible employees with Lessee mandated equal benefits during the term of this lease, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

b. If Landlord is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Lessor agrees to supply the City with any records the Lessee deems

necessary to determine compliance with this provision. Failure to do so shall be a considered a default, subject to the provisions of Section 14 of the Lease.

c. If Landlord fails to comply with the requirements of this Section, Landlord shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

d. Landlord's failure to comply with this Section shall constitute default of the Lease, upon which Lessee may terminate this lease pursuant to Section 14.

e. In addition to any other remedies available by law or under the Lease, at the City's sole discretion, Landlord may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Landlord's failure to provide its employees with equal benefits will result in damages being sustained by Lessee; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Landlord's breach.

8. Sanctuary City Contracting Ordinance. Landlord hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Landlord agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

   a. "Data Broker" means either of the following:

      i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

      ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

   b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

      The Lessee's computer-network health and performance tools; Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

9. Pesticides. All use of pesticides on the Premises shall be in compliance with the City's Pesticide Use Policy as it exists at the time of such use.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

TENANT:

CITY OF BERKELEY, a California municipal corporation

By:_____
Print Name:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
City Risk Manager

--AND--

LANDLORD:
THE SHAMSZAD FAMILY LIVING TRUST

By: Sasha Shamszad DocuSigned by: Sasha Shamszad B29F772F3AF544A...
Print Name:_____
Its: Sasha Shamszad

By:_____
Print Name:_____
Its:_____

Exhibit B: Floor Plans

[FINAL VERSION]

Office of the City Manager

PUBLIC HEARING
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Scott Gilman, Interim Director, Health, Housing, and Community Services

Subject: Substantial Amendments to the PY2018, PY2019, PY2020, and PY2021 Annual Action Plans to Reallocate Community Development Block Grant (CDBG) Funding to the City's Public Facility Improvement Program

RECOMMENDATION

Conduct a public hearing on:

1. Substantial amendments to the federal Program Years (PY) 2018, 2019, 2020, and 2021 Annual Action Plans (AAP), which propose a total reallocation of $478,500 of Community Development Block Grant (CDBG) funds from the Senior Disabled (Home) Loan Rehabilitation Program (SDLRP) to the Public Facility Improvement Program;

2. Allocating $450,000 of the reallocated funds to Insight Housing's (IH) existing public facility rehabilitation project at 2140 Dwight Way, and

3. Allocating $52,775 to Larkin Street Youth Services' (LSYS) existing public facility rehabilitation project at 3404 King St ($28,500 from above reallocated funds and $24,275 from available PY 2024 funds).

Upon conclusion of the hearing, adopt a resolution authorizing the City Manager or her designee to:

a. Approve the CDBG public facility funding allocations for two public facility improvement projects, $450,000 for IH and $52,775 for LSYS;

b. Submit the Substantial Amendments to the PY 2018, 2019, 2020, and 2021 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD); and

c. Execute all resultant agreements and amendments with IH and LSYS and for the above-mentioned funds.

SUMMARY

Staff propose reallocating $478,500 of available CDBG funds from PY 2018, 2019, 2020, and 2021 to the Public Facility Improvement Program. $450,000 of these funds would go towards renovations to IH's Dwight Way Center (DWC), 2140 Dwight Way. $28,500 of these funds plus $24,275 in PY 2024 CDBG Public Facility Improvement funds would go towards funding renovations to LSYS Turning Point Facility (TPF), 3404 King Street. Both of these programs previously applied through the Public Facility Improvement Program's Notice of Funding Availability (NOFA), and now need additional funds to complete existing projects. Allocating additional Public Facility Improvement Program funds to these projects will help fill the funding gaps for the necessary rehabilitations and ensure that shelter operations resume.

FISCAL IMPACTS OF RECOMMENDATION

Should City Council adopt this recommendation, $502,775 in CDBG funding (Fund #128) will be allocated to two existing public facility improvement projects. One project with IH ($450,000) and one with LSYS ($52,775). There is no impact to the city's General Fund as the project will be entirely funded with available federal CDBG funds.

CURRENT SITUATION AND ITS EFFECTS

The Public Facility Improvement Program funds are typically administered through a NOFA, unless there is an emergent and substantial need serving CDBG eligible recipients. There are currently two projects, one with IH and one with LSYS, with emergency and substantial needs.

IH's DWC is currently uninhabitable and IH's women's shelter participants have been relocated to a temporary shelter in Emeryville. The DWC, which will provide permanent and interim housing when complete, has been undergoing major rehabilitation since October 2022. The City previously allocated $680,000 of CDBG public facility funds to this project on June 27, 2023 (Resolution #70,904 – N.S.) to address the major repairs needed, accessibility barriers, and safety issues throughout the building. The renovated building will provide a safer, cleaner, more energy efficient facility for tenants, program participants, staff, and 73 beds (15 permanent and 58 interim shelter). Since construction began, both construction costs for unforeseen items to ensure health and safety compliance (i.e., structural reinforcement to meet seismic reinforcement code, failing sewer lines, poor infrastructure due to age of the building, energy efficiency, heating and cooling systems, electrical panel, etc.), as well as rising material and labor costs have increased substantially. An additional allocation of $450,000 of CDBG public facility funds will enable critical construction work to continue. The total cost for the CDBG funded project is now $1,130,000. Without these funds, the project will be significantly delayed or not completed at all.

The LSYS TPF youth shelter cannot operate or serve clients until necessary safety improvements are made. The City previously allocated $415,144 of CDBG public facility funds to this project on April 26, 2022 (Resolution #70,332 – N.S.) and construction is

underway. Since this allocation the sewer lateral lines were replaced to address settlement issues. Presently, the subfloor concrete needs leveling in the hallway, kitchen, and laundry area and the foundation drain piping needs replacing under the building to ensure proper drainage to the main storm drain. These emergent needs require immediate attention. Without this funding, flooring cannot be installed in key areas of the building, and the building is at risk for further structural issues due to settlement if water continues to drain toward the foundation instead of the street. Until this much-needed rehabilitation work is complete, LSYS has not been able to shelter homeless transitional aged youth in the Turning Point program. Adding the additional funding will allow LSYS to complete the construction project and be ready to enroll and serve 12 unsheltered TAY participants by the end December 2024.

The reallocation of funds from the SDRLP to the HHCS Public Facility Improvement Program will not hinder SDRLP's operations since SDRLP can access remaining CDBG as an alternative funding source to support its operations, ensuring its programming continues smoothly. This reallocation allows the HHCS Public Facility Improvement Program to meet its funding needs without compromising the administration of SDRLP.

Table 1: Existing CDBG Funds in SDRLP and Public Facility Improvement Program and Proposed Reallocation to 2140 Dwight Way and 3404 King Street

Source	**Available Funds**	**Proposed Agency Award:** *LSYS (3404 King Street)*	**Proposed Agency Award:** *IH (2140 Dwight Way)*
SDLRP - PY 2018	$28,500	$28,500	$0
SDLRP - PY 2019	$150,000	$0	$150,000
SDLRP - PY 2020	$150,000	$0	$150,000
SDLRP - PY 2021	$150,000	$0	$150,000
Public Facility – PY 2024	$24,275	$24,275	$0
TOTAL to REALLOCATE/AWARD	**$502,775**	***$52,775***	***$450,000***

Approving the recommended allocation of funds will support the City’s goal to reduce unsheltered homelessness by 75%, provide affordable housing and housing support service for our most vulnerable community members.

At its July 11, 2024 meeting, the Housing Advisory Commission will be contemplating this recommendation and supplemental materials on their vote will be provided when available.

BACKGROUND

The City of Berkeley is an entitlement jurisdiction and receives an annual allocation of federal CDBG funding through HUD. Council allocates this CDBG federal funding to

specific projects each year in April, and authorizes the submission of an Annual Action Plan to HUD, which outlines how funds will be spent. One of the programs that the City continues to fund through the CDBG program is the Public Facility Improvement Program. The Public Facility Improvement Program funds are typically administered through a NOFA, unless there is an emergent and substantial need serving CDBG eligible residents.

HUD regulations require that the City of Berkeley follow a Citizen Participation Process in allocating federal funding, which requires that the city enlist input from the general public when developing the spending plan and when any major changes to the spending plan are proposed. Major changes to the spending require the submission of a Substantial Amendment to the Annual Action Plan. These changes must be accompanied by a public hearing.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Both the IH and LSYS rehabilitation projects will follow current building codes including energy efficiency codes. Additionally, the IH DWC rehabilitation project will help to preserve an existing historic building.

RATIONALE FOR RECOMMENDATION

This recommendation of one-time funding is being made in order for the City to be responsive to emergent needs for rehabilitation of IH's 2140 Dwight Way and LSYS' 3404 King Street. Both agencies and buildings serve vulnerable low-income Berkeley residents and are currently closed to programming for program participants.

Because IH's DWC has been closed to staff and participants since October 2022 due to a fire and subsequent rehabilitation/construction needs and that IH provides critical services to some of the most vulnerable Berkeley community members, we are confident that this is a good use of eligible funds. When completed, DWC will provide 73 beds for interim and permanent housing, and have an industrial kitchen to provide daily hot meals to all residents.

LSYS has not been able to operate the housing program during the building rehabilitation. The Turning Point program serves up to 12 homeless youth for up to 24 months, providing temporary yet stable shelter with shared rooms, daily meals, and transportation assistance. Case management, therapy, assistance finding and maintaining permanent housing, and crisis intervention are also available to clients during their time with Turning Point.

Reallocating PY 2018, 2019, 2020, and 2021 funds from the SDRLP to the Public Facility Improvement Program, and then allocating these funds, plus a portion of PY 2024, to Public Facility improvements to IH's 2140 Dwight Way, and LSYS, 3404 King

Street, is aligned with the City's goal as contained in the City's Consolidated Plan[1] for this activity (Improve Public Facilities and Public Services).

ALTERNATIVE ACTIONS CONSIDERED

No alternative action was considered. If not funded, the building rehabilitations at 2140 Dwight Way and 3404 King Street will be further delayed resulting in loss of services and interim and permanent housing beds in Berkeley's system without this additional funding. It is crucial that these projects are completed as soon as possible.

CONTACT PERSON

Kat Larrowe, Community Services Specialist III, HHCS, (510) 981-7555

Attachments:
1: Resolution
2: City of Berkeley PY 2018 Annual Action Plan Second Substantial Amendment
3: City of Berkeley PY 2019 Annual Action Plan Third Substantial Amendment
4: City of Berkeley PY 2020 Consolidated Plan/Annual Action Plan Fifth Substantial Amendment
5: City of Berkeley PY 2021 Annual Action Plan First Substantial Amendment
6: Public Hearing Notice

[1] Consolidated Plan for Housing and Community Development 2020-2025 Direct link available at: https://berkeleyca.gov/community-recreation/community-services/hud-planning-performance-reports

RESOLUTION NO. ##,###-N.S.

SUBSTAINTIAL AMENDMENTS TO THE PY 2018, 2019, 2020, AND 2021 ANNUAL ACTION PLANS, APPROVING REVISED FUNDING RECOMMENDATIONS FOR PUBLIC FACILITY PROJECTS, AND ALLOCATING CDBG PY 2024 PUBLIC FACILITY FUNDS

WHEREAS, on July 13, 2021, City Council endorsed All Home's Regional Action Plan on Homelessness that includes a goal to reduce unsheltered homelessness by 75% by 2024; and

WHEREAS, on January, 16 2024, City Council extended Berkeley's Declaration of Homeless Shelter Crisis through January 17, 2029; and

WHEREAS, Insight Housing's (IH) Dwight Way Center (DWC) and Larkin Street Youth Services (LSYS) Turning Point Facility are a significant permanent and interim housing resource in Berkeley and the completion of rehabilitation project will be significantly delayed without additional funding; and

WHEREAS, the City of Berkeley is an entitlement jurisdiction which receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnership Funds (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) and has to submit an Annual Action Plan (AAP) each year to articulate spending plans including funds from PY 2018, 2019, 2020, and 2021; and

WHEREAS, a Substantial Amendment to the AAP is a requirement the City must meet in accordance with the City's Citizen Participation Plan, including a public hearing, in order to reallocate CDBG funds from one program to another when major changes to the spending plan are proposed; and

WHEREAS, the City has established the following ERMA budget code for CDBG 128 – various; and

WHEREAS, the City's allocation of CDBG funds currently includes an annual allocation for Senior Disabled (Home) Loan Rehabilitation Program (SDLRP) and Public Facility Improvement Program funding; and

WHEREAS, the PY 2018, 2019, 2020, and 2021 has $478,500 of available funds to re-allocate from SDLRP to Public Facilities Improvement Program; and

WHEREAS, the IH DWC located at 2140 Dwight Way and LSYS Turning Point Facility at 3404 King Street have previously been awarded CDBG Public Facility Improvement Funds due to inability and/or safety concerns, and now both have a demonstrated a need for additional funds due to rising costs and change orders to address unanticipated construction needs; and

WHEREAS, allocating additional CDBG funds to both IH and LSYS will fill the funding gap to ensure project completion and reinstatement of shelter beds; and

WHEREAS, reallocating PY 2018, 2019, 2020, and 2021 of SDLRP funding to the Public Facility Improvement Program and allocating PY 2024 CDBG Public Facilities Improvement Program funds is aligned with the City's projected goals contained in the City's Five-Year Consolidated Plan; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or her designee, is authorized to:

1. Reallocate $478,500 in PY 2018 ($28,500), PY 2019 ($150,000), PY 2020 ($150,000), and PY 2020 ($150,000) CDBG funding from the SDRLP to the Public Facility Improvement Program and submit Substantial Amendments to said Annual Action Plans; and
2. Allocate $450,000 of the reallocated funds be used for an existing public improvement project at IH DWC located at 2140 Dwight Way; and
3. Allocate $28,500 of the reallocated funds and $24,275 of the PY 2024 CDBG public facility funds for a total of $52,775 to an existing public improvement project at the LSYS site located at 3404 King Street; and
4. Execute resultant agreements and amendments with community agencies for the above-mentioned funds, including:
    a. Insight Housing Dwight Way Center public facility improvement at 2140 Dwight Way; and
    b. Larkin Street Youth Service public facility improvement at 3404 King Street; and
5. Amend and submit the Substantial Amendments to the PY 2018, 2019, 2020, 2021 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD) including public comments, and accept any resulting agreements with HUD; and

BE IT FURTHER RESOLVED that the City Manager, or her designee, is authorized to recapture any unspent CDBG funds awarded to an agency for a public facility improvement project as awarded, if the funds are not spent by June 30, 2025.

A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.

CITY OF BERKELEY

SUBTANTIAL AMENDMENT #2

ANNUAL ACTION PLAN

FOR HOUSING AND COMMUNITY DEVELOPMENT

JULY 1, 2018 – JUNE 30, 2019 (PY 2018)

For the U.S. Department of Housing and Urban Development

San Francisco Field Office of Community Planning and Development

Originally Submitted June, 2018

Amendment Submitted July, 2019

Second Amendment Submitted July, 2024

Table of Contents

Executive Summary 4

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 4

PR-05 Lead & Responsible Agencies – 91.200(b) 8

AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 9

AP-12 Participation – 91.105, 91.200(c) 12

Expected Resources 17

AP-15 Expected Resources – 91.220(c)(1,2) 17

Annual Goals and Objectives 21

Projects 24

AP-35 Projects – 91.220(d) 24

AP-38 Project Summary 25

AP-50 Geographic Distribution – 91.220(f) 30

Affordable Housing 31

AP-55 Affordable Housing – 91.220(g) 31

AP-60 Public Housing – 91.220(h) 32

AP-65 Homeless and Other Special Needs Activities – 91.220(i) 33

AP-75 Barriers to affordable housing – 91.220(j) 36

AP-85 Other Actions – 91.220(k) 37

Program Specific Requirements 41

Attachment 1: City of Berkeley CDBG, ESG, and HOME Projects - revised

Attachment 2: EveryOne Home Systemwide Outcomes and Efficiency Measures

Attachment 3: Public Notice and Community Participation Summary – to be updated

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan is the 4th Annual Action Plan for the current Consolidated Planning period.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Berkeley (COB) has ambitious objectives for spending its federal entitlement grant funding. Berkeley allocates these and other state and local funds to maximize assistance for its low and moderate-income households through:

- Housing acquisition, rehabilitation, repair, and accessibility improvements,
- Assisting homeless adults and families including those with disabilities and other special needs, through emergency shelter, transitional housing, and service-enriched affordable, supportive housing; and
- Funding public facilities improvements to protect and sustain the infrastructure critical to community services and economic vitality in Berkeley.

The COB has long placed a high priority on affordable housing and community services because they reflect important community values. The City now invests more General Fund dollars into related programs than it receives in federal funding for these activities. The City is committed to maintaining high-quality programs for those in need but faces challenges due to uncertainty in future federal funds available. At the same time, ESG, HOME, Consolidated Plan, and Annual Action Plan requirements have substantially increased. Uncertain funding and increased administrative burden will impact the City's ability to address all of the many needs identified.

A**pproved Allocations.** As summarized in **AP-38** and detailed in **Attachment 1**, the COB plans to allocate $2,679,928 in Community Development Block Grant (CDBG) funds together with $474,010 in prior years' carryover and $180,000 (projected) in CDBG program income to fund:

- $~~1,542,796~~ 1,514,296 in housing projects and programs;
- $453,853 in public services;
- $793,803 ~~765,303~~ for community and public facilities activities; and
- $571,986 to administer all facets of the City's CDBG program.

The COB will utilize its PY18 ESG allocation of $219,480 to: serve literally homeless people through its new Coordinated Entry System ($196,343), support the County-wide Homeless Management Information System, ($6,676), and support its program planning and administration activities ($16,461).

The COB will utilize its PY18 HOME allocation of $793,509 and $20,000 (projected) in program income for program administration ($81,351), Community Housing Development Organization (CHDO) operations ($28,115) and will allocate the remaining balance to its Housing Trust Fund ($704,043).

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City reviews and evaluates its performance through its annual submission of the Consolidated Annual Performance and Evaluation Report. The City tracks single family and multi-family housing rehabilitation efforts and housing development efforts.

The City's Single Family Rehabilitation (SFR) program comprised of the City's Senior and/or Disabled Rehab Home Loan Program (SDRLP), Center for Independent Living, Community Energy Services Corporation and Rebuilding Together is evaluated on an ongoing basis to ensure that the most significant health and safety improvements are prioritized and that sufficient outreach is occurring to increase the number of unduplicated households served overtime.

In PY17, the City restructured its community facility RFP process. The RFP process was lengthy and not responsive to emergent agency needs. It started with the RFP release in early December with applications due the following January. HHCS staff and the Housing Advisory Commission would review the applications in February and March and make recommendations to Council for approval in April with contracts beginning the following fiscal year in July. The application-to-contract process created duplicate work for agencies in obtaining bid proposals. Agencies were required to obtain three bids as an attachment to their application for an accurate estimate of costs. These bids had a limited shelf-life, and if an agency was awarded funding, it had to obtain fresh bids (no older than 90 days) a second time to maintain compliant with HUD regulations.

In order to streamline the application process and prioritize more significant health and safety rehabilitation the City shifted its RFP process to a rolling application period with a minimum grant amount of $100,000. The program continues to focus on CDBG priorities for substantial rehabilitation for health and safety, ADA, and/or energy efficiency improvements. CDBG funds were allocated for renovations to the City’s Adult Mental Health Clinic in PY2017 and PY2018.

Outcomes for all public services community agency programs funded with federal funds are tracked, and prior outcomes are used to inform funding decisions. The City also uses countywide Homeless Count and program outcome data to inform its goals on homelessness.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A public hearing on community needs was held on December 7, 2017 before members of the Housing Advisory Commission (HAC). The draft plan was posted on the City's website, and a copy was presented to the HAC at its February 1, 2018 and March 1, 2018 meetings. At its March 1, 2018 meeting, the HAC approved the Annual Action Plan. A Public Hearing on the Final Draft Plan was held on April 24, 2018 before the Berkeley City Council. Outreach was accomplished via mailings to interested parties, including Alameda County Homeless Continuum of Care, community agencies serving low-income people, and public buildings such as recreation centers, senior centers, libraries and other government buildings.

Additional public participation for Amendment #2 – to be added

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

At the December 7, 2017 public hearing, Berkeley residents provided testimony regarding the need for affordable housing for all populations including transition age youth, assistance in finding affordable housing and help to build and repair credit, childcare, legal services, small facility improvement grants, and a bike share program that serves people with physical disabilities.

There were no public comments at Housing Advisory Commission meeting on March 1, 2018.

Public comment at the April 24, 2018 City Council Public Hearing included testimony from two non-profit agencies about the importance of public services and the funding that supports them. Prior to the meeting, a resident submitted comments via a phone call, requesting that the City fund youth and senior intergenerational activities.

Amendment #2 Public Participation response were as follows:

- To be added

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BERKELEY	Health, Housing & Community Services Department
HOME Administrator	BERKELEY	Health, Housing & Community Services Department
ESG Administrator	BERKELEY	Health, Housing & Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Berkeley's Health, Housing & Community Services Department (HHCS) is the lead agency for overseeing the development of the plan. The Department coordinates the City's funding allocation and monitoring for community based organizations, administration of the Housing Trust Fund, and operation of other housing and community services programs such as the Shelter Plus Care program, and Senior and Disabled Home Rehabilitation Loan Program. The Department also includes the Mental Health, Public Health, and Aging Services divisions, which provide direct services to the community, and it includes the Environmental Health division.

Consolidated Plan Public Contact Information

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Community Services Specialist III
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
510-981-7555
KLarrowe@berkeleyca.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings, such as a monthly Homeless Team meeting, and will continue to coordinate with other City Departments on specific topics. It will also consult with EveryOne Home, the countywide coordinating body and plan to end homelessness, and its partners at Alameda County Behavioral Health Care Services and Social Services Agency as well as community stakeholders in Berkeley.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

City staff continue to participate in the implementation of EveryOne Home. EveryOne Home spearheads Alameda County's Homeless Continuum of Care. Staff will continue to participate in the initiative's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations, including those which develop affordable housing. Leadership Board membership helps coordinate efforts across the county. In PY18, City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services and Social Service Agency to continue to implement the Countywide Coordinated Entry System (CES) for homeless services and will participate in EveryOne Home's implementation of multiple CES sites throughout the county. Other recent countywide collaboration efforts include Alameda County's 2017 Point in Time Homeless Count and report and the ongoing implementation of the Home Stretch registry, an initiative targeting people who are chronically homeless and highly vulnerable.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

In PY18, the City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services and Social Service Agency to implement the Berkeley Coordinated Entry System (CES) for homeless services and will participate in EveryOne Home's implementation efforts to add multiple CES sites throughout the county. These efforts will lead to the standardization of screening, intake and assessments protocols across the Continuum of Care to better match people who are homeless with the best fit available housing solution.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Consultation with EveryOne Home, the Alameda-Countywide Continuum of Care, City of Berkeley, the City of Oakland, and the Alameda County Housing and Community Services Department was initiated in 2012. The discussion focused on how to implement the new ESG requirements in a way that would be consistent countywide and would continue the collaboration launched in 2009 with American Recovery and Reinvestment Act (ARRA) Homelessness Prevention and Rapid Re-housing (HPRP) funds. The group held several meetings in PY12, resulting in the development of a policies and procedures manual that was used to implement the Priority Home Partnership Program. The most recent version was attached to the 2015 Consolidated Plan.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	EveryOne Home
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Berkeley adopted EveryOne Home's plan to end homelessness in 2006 and the City continues to participate in the implementation of the plan. See above coordination with EveryOne Home, Alameda County Behavioral Health Care Services and SSA.

2	**Agency/Group/Organization**	ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	See above coordination with Alameda County.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	EveryOne Home	The City of Berkeley adopted EveryOne Home's plan to end homelessness in 2006 and the City continues to participate in the implementation of the plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Not applicable.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City published a public hearing notice in the Berkeley Voice in accordance with its citizen participation plan for a October 19, 2016 Public Hearing at a joint meeting of the Housing Advisory, Homeless, Human Welfare and Community Agency and Children, Youth and Recreation Commissions. It also sent the notification to residents of public and assisted housing, users of community and senior centers, libraries, and residents being served by 56 community based agencies funded by the City of Berkeley. The City published a public hearing notice in the Berkeley Voice on March 24, 2017 for its April 25, 2017 Public Hearing at the Berkeley City Council meeting.

The City published a public hearing notice in the Berkeley Voice in accordance with its citizen participation plan for a July 23, 2019 Public Hearing at the City's Council Meeting. It also sent the notification users of community and senior centers, libraries, and persons being served by over 50 community based agencies funded by the City of Berkeley. The City published a public hearing notice in the Berkeley Voice on June 28, 2019 for its July 23, 2019 Public Hearing at the Berkeley City Council meeting.

Substantial Amendment #2 Public Participation response were as follows:

- To be added

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Berkeley Residents	19 community members attended the December 7, 2017 Public Hearing and 15 people provided testimony. In addition, one email and two written comments were received.	Berkeley residents provided testimony regarding the need for affordable housing for all populations including transition age youth, assistance in finding affordable housing and help to build and repair credit, childcare, legal services, small facility improvement grants, and a bike share program that serves people with physical disabilities.	All comments were accepted. Many of the priorities mentioned are funded by the City through local, state and federal funds.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Housing Advisory Commission (HAC) representatives	February 1, members of the HAC discussed the Annual Action Plan.	HAC members reviewed and discussed the AAP at its February 1, 2018 meeting. Comments and questions pertaining to the AAP focused on clarification of the budget as compared to last year's budget. Two additional comments addressed CDBG spending distribution by Council district and one regarding additional considerations given to diverse housing models.	All comments were accepted. Distribution maps were included during in the 2015-2020 Consolidated Plan.	https://www.cityofberkeley.info/Housing_Advisory_Commission/
3	Public Meeting	Housing Advisory Commission (HAC) representatives	March 1, members of the HAC discussed the Annual Action Plan.	No comments.	N/A	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Low income Berkeley Residents	This Public Hearing was held at the April 24, 2018, City of Berkeley Council Meeting. See Item # 31	One phone call in support of providing youth and senior intergenerational activities. Two Berkeley non-profit agencies provided testimony at the Public Hearing regarding the value of their programs and the funding that supports them.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx
5.	Public Meeting	Housing Advisory Commission (HAC) representatives	July 11, members of the HAC discussed the Amendment to the Annual Action Plan.	Comments included encouraging homeless persons were included in the outreach about the public hearing.	N/A	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6.	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Berkeley Residents	July 23 Council Public Hearing to discuss the Amendment to the Annual Action Plan	None.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx
7.	To be added (Housing Advisory Committee)					
8.	To be added (Public Hearing/ City Council)					

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will receive $ 3,692,917 in federal Housing and Urban Development Department (HUD) funds comprised of $ 2,679,928 in CDBG, $793,509 in HOME and $219,480 in ESG funds. Additionally, the City will add $180,000 (projected) in CDBG Program Income and $474,010 in unused CDBG carry over and $20,000 (projected) in HOME Program Income to these amounts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,679,928	180,000	474,010	3,333,938	5,359,856	CDBG funds are allocated to public services, housing services and rehabilitation, and public facility improvements. The City of Berkeley does not currently use CDBG funds for economic development.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	793,509	20,000	0	813,509	7,587,018	The City allocates 10% of the HOME allocation to administration, 5% for CHDO operating costs, and 85% to the City Housing Trust Fund.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing Emergency Shelter and Street Outreach	219,480	0	0	219,480	438,960	The City of Berkeley uses ESG funds for Rapid Rehousing-, Emergency Shelter and Street Outreach for literally homeless individuals and families. A small portion of the ESG funds are used to support the County-wide HMIS system. The City allocates 7.5% of the allocation to Planning and Admin.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Most of the housing and community services programs described in the Consolidated Plan will continue to be delivered by nonprofit community based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, Community Services Block Grant (CSBG), General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan. In addition to leveraging at the individual agency level, the City has

historically matched the investment of CDBG, HOME, and ESG dollars with the investment of General Funds. Typically, over two-thirds of the funding for community agency programs comes from General Funds. The City meets the HOME 25 percent match requirement and has accumulated over $4 million in excess match by investing local funds in HOME eligible affordable housing projects. The City meets the dollar for dollar match requirements for the ESG program by allocating General Funds to various homeless services providers. These programs received a total of over $290,000 in City General Funds each year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has long-term leases of City-owned property with non-profit organizations that address the needs identified. Programs operating in leased City-owned properties include:

- Berkeley Food and Housing Project's Men's Overnight Homeless Shelter;
- BOSS' Harrison House Shelter for Homeless men, women and families;
- BOSS' MASC – a homeless daytime Drop-In Center;
- BOSS' Sankofa House – transitional housing for homeless families; and
- Women's Daytime Drop-In Center– Drop-in services for homeless families.

In November 2015, the City transferred a City-owned vacant lot, formerly the site of the proposed Prince Hall Arms development, to Harper Crossing LP for its development of the Harper Crossing affordable housing project. The City sold the land, which was valued at $1.95 million, for $500 under a Disposition and Development Agreement. The City also provided a Housing Trust Fund loan of $1.8 million to support the new construction of this 42-unit affordable senior housing development by Satellite Affordable Housing Associates. The development leased up in September 2017 and the loan activities will be completely finalized in early 2018.

The City is also exploring the use of the City-owned Berkeley Way parking lot as a site for permanent supportive housing, replacement emergency shelter, permanent affordable housing, and public parking. The Berkeley Way parking lot is nearly one acre in size and in a central location in close proximity to the Downtown Berkeley BART station. In mid-2016, the City entered into a Disposition and Development Agreement for BRIDGE Housing to develop the site in partnership with the Berkeley Food and Housing Project. In September 2016, the City committed just over $835,000 in local funds to support predevelopment activities for the site, and BRIDGE Housing is currently working on applying for permit and assembling financing. In 2017, the City reserved another $3.1M in local funds to support predevelopment activities at this site, and staff continue to work closely with the development team.

Discussion

Not applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Supply and Quality	2015	2019	Affordable Housing	BERKELEY	Affordable Housing	CDBG: ~~$1,542,796~~ - $1,514,296 HOME: $704,043	Rental units constructed: 23 Household Housing Unit Homeowner Housing Rehabilitated: 121 Household Housing Unit
2	Improve Public Facilities and Public Services	2015	2019	Non-Housing Community Development	BERKELEY	Non-Housing Community Development Homelessness	CDBG: $1,247,656 ~~$1,219,156~~	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2222~~2219~~ Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 1060 Persons Assisted Homeless Person Overnight Shelter: 78 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Homeless Prevention and Rapid Re-Housing	2015	2019	Homeless	BERKELEY	Homelessness	ESG: $219,480	Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted Emergency Shelter and Street Outreach: 155 Persons Assisted in Emergency Shelter

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing Supply and Quality
	Goal Description	CDBG and HOME funds are used to support new affordable housing, rehabilitating existing affordable housing, funding single family rehabilitation for seniors and the disabled, and other housing services, such as loan servicing.
2	**Goal Name**	Improve Public Facilities and Public Services
	Goal Description	Programs funded under this project serve people who are homeless and people facing housing discrimination. These projects will assist approximately 1078 people who are homeless and 60 low-income households facing housing discrimination. Additionally, funding is allocated to community facility improvements facilitated by Rebuilding Together and the City of Berkeley. The City will allocate $594,836 to the City's Adult Mental Health Clinic for an emergent substantial rehabilitation project. Under Substantial Amendment #2 the City will allocate $28,500 to Larkin Street Youth Services for an emergent public facility project.

3	**Goal Name**	Homeless Prevention and Rapid Re-Housing
	Goal Description	ESG funds will be used for Rapid-Rehousing financial assistance, Emergency Shelter, Street Outreach, and to support the county-wide Homeless Management Information System (HMIS). Additionally, the COB will utilize the maximum amount for administration activities.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):
During PY18, Satellite Affordable Housing Associates will have the Grayson project in construction. Occupancy is expected by July 2019. Grayson will include 22 affordable units and one unrestricted manager's unit. Six of the 22 units will be reserved for households earning up to 60% AMI (low), four at up to 50% AMI (very low), three at up to 40% AMI (very low), and nine at up to 30% AMI (extremely low). Of the total, 9 are supported by the HOME funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

With its CDBG, HOME, and ESG funds, the City of Berkeley will fund eligible projects in the following categories: housing development, rehabilitation and services projects, public services, public/community facility improvement projects, emergency shelter grant programs, program planning and administration, and the Housing Trust Fund.

Projects

#	Project Name
1	City of Berkeley Planning and Administration
2	Single Family Rehabilitation Programs
3	Public Services
4	Housing Services
5	Community Facility Rehabilitation
6	Housing Trust Fund
7	ESG18 - City of Berkeley Rapid Rehousing, Emergency Shelter, Street Outreach and HMIS

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to funds activities that have been identified as a need.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	City of Berkeley Planning and Administration
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality Improve Public Facilities and Public Services Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Affordable Housing Homelessness Non-Housing Community Development
	Funding	CDBG: $571,986 HOME: $81,351
	Description	The project will fund City staff to plan and administer CDBG and HOME projects.
	Target Date	N/A
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	Information about the planned activities is included in Section AP-38 Project Summaries.
2	**Project Name**	Single Family Rehabilitation Programs
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $833,089~~$861,589~~
	Description	Activities related to single family rehabilitation efforts will be funded under this project. These projects will cover health and safety improvements as well as accessibility improvements such as the installation of ramps/lifts for low income homeowners and renters.

	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	121 Households.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Activities include health and safety, accessibility, and energy efficiency improvements.
3	**Project Name**	Public Services
	Target Area	BERKELEY
	Goals Supported	Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Homelessness
	Funding	CDBG: $453,853
	Description	Funds will be used to provide 1) housing navigation services to chronically homeless individuals through Berkeley's Coordinated Entry system, 2) emergency shelter, and 3) fair housing services.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	1,138 households are expected to be served through these activities.
	Location Description	Berkeley
	Planned Activities	The Berkeley Food and Housing Project (BFHP) operates Berkeley's Coordinated Entry System which will screen, conduct intakes, and provide housing navigation services to approximately 1000 people. BFHP will also provide emergency shelter to approximately 78 adult homeless men. East Bay Community Law Center will provide outreach, training, fair housing counseling services to up to 60 households, investigation of 20 fair housing complaints, tenant/landlord mediation, and at least two fair housing testing/audits with follow-up training for non-compliant property owners.
4	**Project Name**	Housing Services
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality

	Needs Addressed	Affordable Housing
	Funding	CDBG: $66,174
	Description	City staff provide loan services to support single family rehabilitation, housing trust fund projects, and other federally funded housing related activities.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The project will serve approximately 118 active housing rehabilitation loans.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Services provided under this project will include accounting, processing loan payments and loan payoff demands, deeds of reconveyance, lien releases and loan subordination requests, collections, personal financial analysis and structuring of temporary repayment agreements.
5	**Project Name**	Community Facility Rehabilitation
	Target Area	BERKELEY
	Goals Supported	Improve Public Facilities and Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $794,486~~$765,986~~
	Description	Activities that fund the rehabilitation of public facilities are funded under this project.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is projected that improved community facility improvements provided by Rebuilding Together East Bay North and the Berkeley Mental Health Clinic will benefit a minimum of 2,219 people. The number of beneficiaries is expected to increase with the addition of new community facility projects to be identified through the upcoming RFP. Under Substantial Amendment #2 the City will allocate $28,500 to Larkin Street Youth Services for an emergent public facility project serving approximately 12 youth annually.
	Location Description	Various locations within the City of Berkeley.

	Planned Activities	Activities include supporting our non-profit rehabilitation partner organization to improve community facilities, funding substantial rehabilitation to the City of Berkeley's Adult Mental Health Clinic to serve some of the City's lowest income and most vulnerable populations.
6	**Project Name**	Housing Trust Fund
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $465,033 HOME: $732,158
	Description	Activities that provide funding for City staff in support of projects funded with City of Berkeley Housing Trust Fund dollars, includes funding for projects and CHDO operating funds.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	During PY18, Grayson Street Apartments (23 units, 9 of which are supported by HOME funds) will be under construction. This project will likely be completed in PY19.
	Location Description	Citywide
	Planned Activities	City staff actively facilitate development, rehabilitation and/or preservation of affordable housing through working with developers, other city staff, lenders and other public agencies for the acquisition and rehabilitation of multi-family housing.
7	**Project Name**	ESG18 - City of Berkeley Rapid Rehousing and HMIS
	Target Area	BERKELEY
	Goals Supported	Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Homelessness
	Funding	ESG: $219,480
	Description	ESG funds will be used for Rapid Re-Housing, Emergency Shelter, Street Outreach, HMIS and City staff to plan and administer the program.
	Target Date	6/30/2019

Estimate the number and type of families that will benefit from the proposed activities	25 households will be served with rapid rehousing financial assistance. -155 persons will be assisted with emergency overnight shelter.
Location Description	Various locations.
Planned Activities	ESG funds will be used to provide financial assistance and housing relocation and stabilization services to rapidly re-house approximately 25 households, and support 155 people in Emergency Shelter.

Table 8 – Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As discussed in MA-50 the City does not have areas of low-income or minority concentrations and therefore does not allocate federal funds geographically.

Geographic Distribution

Target Area	Percentage of Funds
BERKELEY	100

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Not applicable.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section includes HOME-funded units only. Unit counts are broken out two ways: by population served and by type of housing provided. The table below includes information for Grayson Street Apartments, which will be funded with HOME funds in PY2018. The total number of units will equal 23.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	9
Total	9

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	9
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	9

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

Harper Crossing's construction was completed and the building leased up in September 2017. The City anticipates reporting its completion in PY17.

AP-60 Public Housing – 91.220(h)

Introduction

The Berkeley Housing Authority (BHA) is not a department of the City of Berkeley. BHA Board members are appointed by the Mayor and confirmed by the City Council. The Berkeley Housing Authority does not have any public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to operate six Shelter Plus Care (S+C) grants and the locally-funded Square One program, providing rental assistance to a minimum of 235 households annually. This includes the City's Housing for Older Adults Project (HOAP) S+C program which provides rental subsidies through the City's Aging Services Division and the COACH grant, which provides rental subsidies and targets people who are chronically homeless. New S+C households continue to be prioritized through Alameda County's Home Stretch registry, a County-wide centralized system which prioritizes people who are chronically homeless and high need with permanent supportive housing opportunities.

During PY18, the City will continue to work on the implementation of its Coordinated Entry System (CES). It will also participate in EveryOne Home's implementation process of expanding the CES countywide. Outreach and assessing individual needs are important components of the CES and will be expanded in PY18.

In PY17, the City was awarded a three year grant from the County of Alameda to increases services to literally homeless people. The City subcontracted the housing navigation and placement services to Berkeley Food and Housing Project, the CES operator for the northern part of Alameda County. The City also partnered with the cities of Albany and Emeryville. The project is expected to screen over 1,000 people and serve with intensive housing navigation and support a minimum of 170 people.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to provide funding for shelter and transitional housing. In PY17, the City expanded the number of year-round shelter beds from 118 to 148 year-round by increasing its funding to the YEAH! shelter which serves 18-24 year olds. The year-round beds are accessed through the City of Berkeley's Coordinated Entry System that operates 9 a.m. - noon and 1-4 p.m. Monday through Friday. A second shelter reservation period occurs from 7-8 p.m. to fill available BOSS and BFHP shelter beds that are unoccupied.

In addition to the year-round shelter beds, the City funds a winter shelter program. In the past, the winter shelter was activated when inclement weather was forecast (temperature expected to reach 40 or below or rain). The past two seasons, the City has funded a nightly shelter from December to mid-

April adding approximately 75-90 beds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Berkeley has encouraged its network of providers of services to the homeless to focus their efforts on rapidly re-housing their clients. The City has centralized its funded case management services at the CES to allow for ongoing case management regardless of the person's housing status or enrollment at a particular shelter.

In addition, the City is funding Housing Specialist positions whose only role is to identify, cultivate and maintain partnerships with property owners. These case management and housing opportunities will assist all literally homeless clients in Berkeley but will be primarily targeted at individuals and families who are chronically homeless and have multiple barriers.

In PY17, to better serve its homeless families, the City partnered with the City of Oakland and Oakland homeless service providers to expand its Family Front Door, to include homeless families from Berkeley, Albany and Emeryville. Because families often have different service and housing needs than homeless people who are single, this partnership with family focused providers has improved access to resources for families including shelter and transitional housing opportunities.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Coordinated Entry System will provide people who are at imminent risk of becoming homeless (HUD Homeless definition (Category 2) with problem solving support to retain current housing or to locate another housing placement. This will include mediation with family members and friends to keep individuals and families from entering the shelter system. Additionally, the City has allocated $832,500 to assist permanently and temporarily housed Berkeley residents from being evicted, which includes rental assistance and eviction defense.

Alameda County has mental health, foster youth, health care, and corrections discharge policies

intended to prevent discharges of individuals from these systems into homelessness, described in detail in the Consolidated Plan. The City will continue to participate in countywide efforts to reduce discharges into homelessness.

Discussion

The City of Berkeley's CES provides a single point of entry for people who are homeless to be screened and assessed for a range of City funded homeless programs, including emergency shelters, transitional housing, permanent supportive housing, and rapid rehousing services. All contracted service providers report outcomes based on the countywide outcome standards developed by Everyone Home, in order to inform future adjustments to the service system.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

City Council adopted a Housing Action Plan in November 2017 that contains a set of actions that are targeted at preserving existing affordable housing, eliminating barriers and increasing affordable housing production. For example, the Plan requires staff to "examine and eliminate barriers to developing student housing and senior housing" and "create specific per acre density standards, including standards for projects include density bonus units".

In the past, accessory dwelling unit (ADU) requirements were considered a barrier to affordable housing. In July 2015, City Council adopted regulations to make it easier for homeowners to legally create ADUs as-of-right in most circumstances, no longer requiring a lengthy zoning review and approval process and also relaxing the parking requirements in cases when the ADUs are within a half-mile of BART or a major AC Transit bus line. The City has also changed Zoning regulations to allow more "by-right" Accessory Dwelling Units. The relaxed ADU requirements are designed to increase the supply and range of housing options in Berkeley.

The permit process in Berkeley may be considered a constraint to housing production, although based on the amount of affordable and market-rate development that has been approved and the density of those projects, it does not appear to have deterred new development and the City met most of the previous California Regional Housing Needs Assessment (RHNA) targets. However, Policy H-34 (from the City's Housing Element[1]) calls for the City to continue to improve and streamline the development review process and to evaluate regulations to identify and reduce unnecessary impediments to housing development and affordable housing projects.

Additionally, while the zoning ordinance includes five multi-family zoning districts and the City has seen a number multi-family development projects, Housing Policy H-34 encourages the review of infill development regulations in residential districts to identify and change possible constraints.

The City has also begun a comprehensive review and revision process for the City Zoning Ordinance. Results will be improved transparency, leading to an easier and more predictable development application processes.

Discussion

Not applicable.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Berkeley uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Berkeley, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

One of Berkeley's major obstacles to meeting underserved needs is the limited amount of federal, state, and local resources available given the diversity of needs in the community and high cost of housing in the Bay Area. The City of Berkeley will continue to pursue new State and Federal resources as available to meet underserved needs.

Actions planned to foster and maintain affordable housing

The City has several programs which foster and maintain affordable housing in Berkeley:

- Rent Stabilization Program. In 1980, Berkeley residents passed the Rent Stabilization and Eviction for Good Cause Ordinance. The Ordinance regulates rent levels for approximately 26,000 residential rental units in Berkeley and provides tenants in more than 26,000 units protection against unwarranted evictions helping to maintain affordable housing and preserve community diversity.
- Affordable Housing Mitigation Fee (AHMF). The City requires developers of new market rate rental housing to pay a fee of $34,000 per unit or to provide 20% as many income and rent restricted units—split evenly between those affordable to households earning 50% or less or 80% or less of the area median income—in lieu of the fee. Fee income goes into the City's Housing Trust Fund to support affordable housing development. In 2016, the City adopted an ordinance requiring that certain units provided under this program are reserved for tenants with Section 8 and Shelter Plus Care.
- Condominium Conversion Ordinance (CCO). The CCO governs the conversion of rental apartments and tenancy-in-common buildings to condominiums, and other types of mutual or cooperative housing. It requires owners to pay a mitigation fee. Fee revenue goes into the City's Housing Trust Fund.
- Commercial Linkage Fee. The Affordable Housing Mitigation Program was approved on April 20, 1993. It imposed fees on commercial new construction in which the newly constructed gross floor area is over 7,500 square feet.
- Housing Trust Fund (HTF). The City of Berkeley created its HTF in 1990 to help develop and preserve below-market-rate housing. The HTF pools funds for affordable housing construction

from a variety of sources with different requirements, makes them available through one single application process to local developers, then monitors development and operation of the funded housing.

- Inclusionary Housing Ordinance for ownership housing. The ordinance requires developers of market rate ownership housing to include affordable ownership units or pay a fee.
- Mortgage Credit Certificate. MCC is a federal income tax credit that provides qualified low-income homebuyers a tax credit worth up to 15 percent of their annual mortgage interest paid on their home loan. MCC recipients adjust their federal income tax withholding, which increases their take-home pay, making monthly mortgage payments more affordable. The City participates in the Alameda County MCC program.
- Senior and Disabled Loan Rehab Program. HHCS administers the program as an effort to preserve the City's housing stock and to assist low- and moderate-income senior and disabled homeowners, funded by CDBG and CalHOME. The applicants receive a zero interest loan, secured by a deed of trust on their home, which is repaid when title to the property changes hands, normally as a result of the sale of the property or inheritance by the owner's heirs.

Actions planned to reduce lead-based paint hazards

The City will continue to comply with the Environmental Protection Agency's Renovation, Repair, and Painting Program in its Senior and Disabled Rehabilitation Loan Program.

The City of Berkeley Public Health Division and the Alameda County Lead Poisoning Prevention Program will work together to increase awareness and knowledge about lead poisoning prevention in Berkeley including providing lead-safe painting classes, in-home consultations, garden soil lead testing kits, presentations, educational materials, and other services. Rebuilding Together will work with the City of Berkeley and Alameda County Lead Poisoning Prevention Programs to increase awareness of lead issues among their clients and volunteers and to incorporate lead safe work practices into their activities.

The City of Berkeley Childhood Lead Poisoning Prevention Program collaborates with the Berkeley Health, Housing & Community Services Department's State lead-certified Risk Assessor/Inspector, Project Designer, and Project Monitor. The Alameda County Healthy Homes Department also has a HUD Lead Hazard Control grant to remediate lead hazards in approximately 4 qualifying Berkeley housing units that are vacant, or occupied by a low-income household with either a child under 6, a pregnant woman, or a child under 6 years who regularly visits. Berkeley's program also provides case management services to families with children who have elevated blood lead levels. Services range from Public Health Nursing case management for children with blood lead levels above 15 *µg/dL* to health

education for children with levels between 5-14 *µg/dL*.

Actions planned to reduce the number of poverty-level families

The City funds a wide variety of social service programs designed to assist households with poverty level incomes. These programs include childcare and a range of services for special needs populations, which are outlined in other sections of this Consolidated Plan. This section will highlight the City's strategies to increase livable wage employment opportunities by supporting related community services and working with public and private regional partners. Strategies include:

- Funding and refinement of anti-poverty programs provided by community-based organizations and by the City.
- Community agency contracts are outlined in the Annual Action Plan.
- Collaborate actively with CalWORKS (TANF) and Workforce Investment Act programs.
- Continue implementation of the City of Berkeley's Living Wage Ordinance. Foster regional coordination on economic development to benefit low income Berkeley residents.
- Linking homelessness and homelessness prevention programs to employment training and placement opportunities.
- Proposed amendments to the Minimum Wage Ordinance to incrementally raise Berkeley's minimum wage so that it would be $15 an hour by October 1, 2018 for large employers and $15 an hour by October 1, 2020 for small employers and non-profits and the adoption of a Paid Sick leave Ordinance that will provide enhanced paid sick leave entitlements beyond what is required by state law.

The City has contracted with the local workforce development programs to provide training, education and job placement for low income, under-employed, and unemployed residents:

- Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15 percent Discretionary pool of Workforce Investment Opportunity Act (WIOA) funds.
- Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and biotechnology (African American, Latino, South East Asian, female and low-income youth) and who may be at risk of not graduating from high school.
- The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated and refugees as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
- Rising Sun Energy Center's Green Energy Training Services (GETS) provides pre-apprenticeship training for the building and construction trades and careers in green and clean technologies,

including solar installation, through classroom and hands-on training. Their training calendar includes women-only cohorts in order to increase the number of women in the building and construction trades. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for young people conducting residential energy audits.

- The City's anti-poverty strategy continues to be closely tied to the funding of over 50 community agencies to provide services as described above to enable people in poverty to attain self-sufficiency, support at-risk youth to succeed in school and graduate, and protect the health and safety of low income people.

Actions planned to develop institutional structure

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings and coordination on specific topics.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will also continue to participate in the implementation of Everyone Home, the countywide plan to end homelessness. Everyone Home spearheads Alameda County's Continuum of Care. Staff will continue to participate in the initiative's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations. Leadership Board membership helps coordination efforts across the county. Staff also participates in other committees composed of other funders (such as Alameda County Behavioral Health Care Services and the Social Services Agency) as well as many community based organizations.

Recent countywide collaboration efforts include the 2017 Point in Time homeless survey, count and report and the countywide implementation of CES.

Discussion:

The majority of Berkeley's activities furthering the goals of the Annual Action Plan are provided by community agency partners. This will continue to be the case in PY18.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	180,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**180,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	98.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Berkeley uses no forms of investment other than ones described in §92.205(b), which

describes eligible activities for HOME funds.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   No homeownership activities are anticipated for PY 2018.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   No homeownership activities are anticipated for PY 2018.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City¿s policy is not to use HOME funds to pay off outstanding debt on single family or multifamily housing development projects. The City may commit HOME funds to projects that include refinancing with other sources of funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   The City, Everyone Home and Countywide representatives are in the process of updating the ESG manual. The most recent version was attached to the 2015 Consolidated Plan.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The Alameda County Continuum of Care has initiated its planning process to establish its coordinated assessment system. The countywide system is now being implemented through five regional Housing Resource Centers.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City of Berkeley was allocated $219,480 in ESG funding for PY18. The City of Berkeley will utilize the maximum amount possible for administration (7.5 percent of the grant) and allocate funds to

support the County-wide Homeless Management Information System. The remaining $196,343 will be allocated to the operator of the City of Berkeley's Coordinated Entry System (CES). The CES staff will screen, assess and prioritize homeless clients for rapid rehousing assistance with supporting housing retention services. ESG funds will also support Emergency Shelter and Street Outreach through the CES. –

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The policy-making entity for the City of Berkeley which makes decisions regarding the facilities, services, and other programs to receive funding under the Emergency Solutions Grant (ESG) is the Berkeley City Council. The Berkeley City Council is elected by the citizens of Berkeley. The City cannot mandate that a homeless or formerly homeless individual be on the City Council. Therefore, the City must develop and implement a plan to consult with homeless or formerly homeless individuals in making policies and decisions regarding programs that receiving funding under ESG.

   City staff are planning, in conjunction with Everyone Home, to host a forum each year for homeless clients, in order to involve them in policy-making and decisions regarding ESG-funded services. The details have yet to be determined. Formerly homeless people also hold seats on various EveryOne Home Committees.

5. Describe performance standards for evaluating ESG.

   The performance standards to be applied to ESG activities is attached as an image labeled Outcome Measures. These standards were developed in 2009-2010 through the leadership of Everyone Home (the Continuum of Care) and partially funded by City of Berkeley General Funds. This matrix presents outcome standards for each type of program in the Continuum of Care. Most were established as a percentage of the average outcomes achieved by all County programs (for example, the average permanent housing placement rate of all emergency shelters) and will be adjusted over time to ensure continued improvement.

Attachments

Attachment 1			
Substantial Amendment #2 - Annual Action Plan for PY18			
City of Berkeley CDBG, ESG and HOME Projects for 7/1/2018 - 6/30/2019			
Proj. #	**Agency**	**Project Name**	**PY18 Amended Allocation**
CDBG			
1	Community Energy Services Corp.	Home Safety & Repair Program	$ 282,334
2	Rebuilding Together	Safe Home Project	$ 98,279
3	Center for Independent Living	Residential Access	$ 140,000
4	HHCSD*	Loan Services	$ 66,174
5	HHCSD	Senior and Disabled Rehab Program	$ 340,976
6	HHCSD	Rehab Loans	$ 121,500
7	HHCSD	Housing Development: M/F Rehab	$ 465,033
8	HHCSD	Housing Trust Fund	$ -
		Subtotal Housing Projects	**$ 1,514,296**
9	Berkeley Food and Housing Project	Coordinated Entry System	$ 253,385
10	Berkeley Food and Housing Project	Men's Overnight Sheleter	$ 165,536
11	East Bay Community Law Center	Fair Housing	$ 34,932
		Subtotal Public Services Projects	**$ 453,853**
12	Rebuilding Together	Community Facility Improvements	$ 24,575
13	HHCSD	Public Facility Improvements NOFA	$ 174,392
14	HHCSD	2018 Community Facility Improvement Project Mental Health Clinic	$ 594,836
		Subtotal Public Facilities Projects	**$ 793,803**
15	HHCSD	CDBG Planning and Administration	$ 571,986
		Subtotal Planning & Admin Projects	**$ 571,986**
		****GRAND TOTAL ALL CDBG PROJECTS**	**$ 3,333,938**
ESG			
16	Berekely CES Provider	Rapid Re-Housing Project	$ 64,665
17	Berkeley CES Provider	Emergency Shelter and Street Outreach	$ 131,688
18	HHCSD	Homeless Management Information System	$ 6,676
19	HHCSD	Program Planning and Administration	$ 16,461
		GRAND TOTAL ALL ESG PROJECTS	**$ 219,490**
HOME			
20	HHCSD	HOME Administration	$ 81,351
21	CHDO Operating Funds	CHDO Operating Funds	$ 28,115
22	HHCSD	Housing Trust Fund	$ 704,043
		*****GRAND TOTAL ALL HOME PROJECTS**	**$ 813,509**
Notes: * HHCSD = City of Berkeley Health, Housing & Community Services Department			
	**Assumes $180,000 in Program Income and $474,010 in unused carry over funds.		
	***Assumes $20,000 in Program Income		

Attachment 2

Systemwide Performance Targets for Rapid Re-Housing Services

Rapid Re-Housing		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	observe
	Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days (HUD Element, APR Q6e)	100%
	Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18)	90%
	Average length of time from enrollment to move in (HUD Element, Apr Q22c)	60% within 2 months
With What Impact?	Are participants growing their income? (HUD Element, APR Q19a3)	50%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	85%
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	85%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	80%
	Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)	<5%

Attachment 3

NOTICE OF PUBLIC HEARING

BERKELEY CITY COUNCIL

The Health, Housing & Community Services Department is proposing a Public Hearing addressing proposed **Substantial Amendments to the Annual Action Plans for Program Years (PY) 2018** (7/01/18-6/30/19) and **2019** (7/01/19-6/30/20) which includes recommended allocations of Emergency Solutions Grant (ESG).

The hearing will be held on **Tuesday, July 23, 2019, at 6:00 P.M**., in the Berkeley Unified School District Board Room, 1231 Addison Street, Berkeley, CA 94702.

The proposed **Substantial Amendments to the PY2018 and PY2019 Annual Action Plans** are required by the U.S. Department of Housing and Urban Development. The Substantial Amendments to the Plans includes shifting an allowable **60% of each year's Emergency Solutions Grant (ESG) funds from the Rapid Rehousing to Emergency Shelter and Street Outreach programming.** The PY2018 ESG allocation is $219,490 and the PY2019 allocation is $227,398.

A copy of the agenda material for this hearing will be available on the City's website at www.CityofBerkeley.info as of June 28, 2019.

PUBLIC COMMENT PERIOD: The public also has from June 28, 2019 to July 29, 2019 to submit written comments on the **Substantial Amendments to the PY2018 and PY2019 Annual Action Plans**. **A draft of each of the Substantial Amendments is available for public review** at the reference desk of the Berkeley Public Library at 2090 Kittredge Street, and at the Front Desk of the Health, Housing and Community Services Department at 2180 Milvia Street, 2nd Floor between the hours of 9 a.m. and 5 p.m. The Plans are also available on the City's website at **http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160.** For more information or to provide written comments on any of these plans or funding allocations, contact Rhianna Babka at rbabka@ci.berkeley.ca.us or 981-5410.

This meeting is being held in a wheelchair accessible location.

Accommodations Provided Upon Request. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least three business days before the meeting date. Providing at least three working days' notice will help to ensure availability at the meeting.

l Departamento de Servicios de Salud, Vivienda y Comunidad propone una audiencia pública frente a la propuesta de Modificación Sustancial al Plan Anual de Acción para los Años de Servicios **PY2018** (07/01/17 – 06/30/18) y para el año **2019** (07/01/18 - 06/30/19), los cuales incluyen las asignaciones recomendadas de la Beca de Soluciones de Emergencia (Emergency Solutions Grant – ESG).

La audiencia se llevará acabo el **martes, 23 de julio del 2019 a las 6:00 P.M**. en la sala de audiencias del Distrito Escolar de Berkeley ubicada en la Calle Addison 1231, Berkeley, CA 94702. +

La propuesta de **Modificación Sustancial al Plan de Acción Anual PY2018 y PY2019** es un requisito del Departamento de Vivienda y Desarrollo Urbano de E.E. U.U. (HUD siglas en inglés). La Modificación Sustancial a los Planes es para permitir una reasignación del 60% del presupuesto asignado al Programa de Relocalización Rápida de Vivienda y asignar estos fondos a los programas Albergue de Emergencia y el programa de Divulgación Ambulante.

La copia del material que será tratado en esta audiencia estará disponible en la página electrónica de la Ciudad a partir del 28 de junio de 2019. www.CityofBerkeley.info

PERIODO DE COMENTARIO PÚBLICO: A partir del 28 de junio del 2019 y hasta el 29 de julio del 2019, el público podrá presentar comentarios por escrito sobre la Modificacion Substancial al Plan de Acción Anual de los anios PY 2018 y PY 2019**.** Un borrador de cada **Plan están disponibles al público** en los escritorios de referencia en la Biblioteca Pública de Berkeley localizada en Calle Kittredge 2090, y en el escritorio de recepción del Departamento de Salud, Vivienda y Servicios Comunitarios de la ciudad de Berkeley localizado en la Calle Milvia 2180, 2do Piso, entre las 9 am hasta las 5 pm. Los planes también están disponibles en la página electrónica http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160**.** Si necesitan más información o si desean presentar comentarios por escrito, favor comunicarse con Roxana Andrade-Lizarzaburu al 510.981.5402 o por correo electrónico a randrade@cityofberkeley.info .

通告

柏克萊市議會將舉行公聽會，討論聯邦經費分配，計劃建議書， 及市民參與計劃。

時間：二零一九年，七月二十三日，星期二， 下午六時

地點：柏克萊**校區**議**事**廳，1231 Addison Street, Berkeley, CA 94702

經費包括：社區發展經費(CDBG)， 緊急庇護經費(ESG)，及房屋建設經費(HOME)， 並討論計劃建議書（二零一九年六月二十**八**日至二零一九年七月二十九日）。

詳情請致電：（510）981 4928 鄭女士查詢

Published: June 28, 2019

PY18 City of Berkeley Annual Action Plan – Substantial Amendment

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
Email	EveryOne Home – Alameda County Homeless Continuum of Care	None.	None.	N/A
Email	Local Businesses	None.	None.	N/A
Email	Local Affordable Housing Developers	None.	None.	N/A
Email	Faith-based Organizations	None.	None.	N/A
Mailer to BHA residents	Public Housing Residents	Not available within time frame.	N/A	N/A
Flyers at Recreation Centers	South & West Berkeley (NSA)	None.	None.	N/A
Flyers at Affordable Housing Development	Residents of Affordable Housing			
Flyers distributed to over 50 non-profit agencies serving low-income people	Low-income Population, including seniors and persons with disabilities			

Flyers at two Berkeley Senior Centers	Seniors			

To be added - public notice and summarized comments for amendment #2 as attachments

CITY OF BERKELEY

SUBSTANTIAL AMENDMENT #3

ANNUAL ACTION PLAN

FOR HOUSING AND COMMUNITY DEVELOPMENT

JULY 1, 2019 – JUNE 30, 2020 (PY 2019)

For the U.S. Department of Housing and Urban Development

San Francisco Field Office of Community Planning and Development

~~FEBRUARY~~JULY, 202~~4~~1

Table of Contents

Executive Summary 3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 3
PR-05 Lead & Responsible Agencies – 91.200(b) 7
AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 8
AP-12 Participation – 91.105, 91.200(c) 11
Expected Resources 19
AP-15 Expected Resources – 91.220(c)(1,2) 19
Annual Goals and Objectives 23
Projects 27
AP-35 Projects – 91.220(d) 27
AP-38 Project Summary 28
AP-50 Geographic Distribution – 91.220(f) 33
Affordable Housing 34
AP-55 Affordable Housing – 91.220(g) 34
AP-60 Public Housing – 91.220(h) 35
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 36
AP-75 Barriers to affordable housing – 91.220(j) 38
AP-85 Other Actions – 91.220(k) 39
Program Specific Requirements 43

Attachment 1: City of Berkeley CDBG, ESG, and HOME Projects - revised

Attachment 2: Systemwide Performance Targets for *Rapid Re-Housing Services*

Attachment 3: Public Notice and Community Participation Summary – to be updated

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan is the 5th Annual Action Plan for the current Consolidated Planning period.

2. Summarize the objectives and outcomes identified in the Plan

The City of Berkeley (COB) has ambitious objectives for spending its federal entitlement grant funding. Berkeley allocates these and other state and local funds to maximize assistance for its low and moderate-income households through:

- Housing acquisition, rehabilitation, repair, and accessibility improvements,
- Assisting homeless adults and families including those with disabilities and other special needs, through emergency shelter, transitional housing, and service-enriched affordable, supportive housing; and
- Funding public facilities improvements to protect and sustain the infrastructure critical to community services and economic vitality in Berkeley.

The COB has long placed a high priority on affordable housing and community services because they reflect important community values. The City now invests more General Fund dollars into related programs than it receives in federal funding for these activities. The City is committed to maintaining high-quality programs for those in need but faces challenges due to uncertainty in future federal funds available. At the same time, ESG, HOME, Consolidated Plan, and Annual Action Plan requirements have substantially increased. Uncertain funding and increased administrative burden will impact the City's ability to address all of the many needs identified.

Approved Allocations. As summarized in **AP-38** and detailed in **Attachment 1**, the COB plans to allocate $2,667,120 in Community Development Block Grant (CDBG) funds together with $1,166,259 in prior years' carryover and $250,531 in CDBG program income to fund:

- $~~2,903,658~~2,753,657 in housing projects and programs;
- $453,921 in public services;
- $~~152,908~~302,908 for community and public facilities activities; and
- $573,424 to administer all facets of the City's CDBG program.

The COB will utilize its PY19 ESG allocation of $227,398 to: serve literally homeless people through the Coordinated Entry System ($203,667), support the County-wide Homeless

Management Information System, ($6,676), and support its program planning and administration activities ($17,055).

The COB will utilize its PY19 HOME allocation of $737,273 and $20,000 (projected) in program income for program administration ($75,727), Community Housing Development Organization (CHDO) operations ($28,115) and will allocate the remaining balance to its Housing Trust Fund ($633,431).

3. Evaluation of past performance

The City reviews and evaluates its performance through its annual submission of the Consolidated Annual Performance and Evaluation Report. The City tracks single family and multi-family housing rehabilitation efforts and housing development efforts.

The City's Single Family Rehabilitation (SFR) program comprised of the City's Senior and/or Disabled Rehab Home Loan Program (SDRLP), Center for Independent Living, Community Energy Services Corporation and Rebuilding Together is evaluated on an ongoing basis to ensure that the most significant health and safety improvements are prioritized and that sufficient outreach is occurring to increase the number of unduplicated households served overtime.

In PY17, the City restructured its community facility RFP process to be more responsive to emergent agency needs. The City shifted its RFP process to a rolling application period with a minimum grant amount of $100,000. The program will continue to focus on CDBG priorities for substantial rehabilitation for health and safety, ADA, and/or energy efficiency improvements. CDBG funds were allocated for renovations to the City’s Adult Mental Health Clinic in PY2017 and PY2018.

Outcomes for all public services community agency programs funded with federal funds are tracked, and prior outcomes are used to inform funding decisions. The City also uses countywide Homeless Count and program outcome data to inform its goals on homelessness.

4. Summary of Citizen Participation Process and consultation process

A public hearing on community needs was held on October 17, 2018 before members of the Human Welfare and Community Action Commission (HWCAC), and the Children Youth and Recreation Commission (CYRC). Members from the Housing Advisory Commission (HAC) and the Homeless Commission were unable to attend the Public Hearing. The draft plan was posted on the City's website, and a copy was presented to the HAC at its February 7, 2019 and March 7, 2019 meetings. At its March 7, 2019 meeting, the HAC approved the Annual Action Plan. A Public Hearing on the Final Draft Plan was held on April 23, 2019 before the Berkeley City Council. Outreach was accomplished via mailings to interested parties, including Alameda County Homeless Continuum of Care, community agencies serving low-income people, and

public buildings such as recreation centers, senior centers, libraries and other government buildings.

Additional public participation for Amendment #3- to be added

5. Summary of public comments

At the October 17, 2018 public hearing, twenty Berkeley residents were present and provided testimony related to improving the homeless services website, strategies and solutions for vehicular dwellers, Section 8 (Berkeley Housing Authority) customer services and assistance with landlord communications, partnerships with health and housing providers, welcoming ex-offenders back into the community, pedestrian safety and fair housing/housing discrimination education. The was an additional written comment submitted suggesting that services for affordable housing should include help or assistance for property taxes for low-income people, especially for older, single homeowners without enough space to rent rooms or part of their houses.

There were seventeen public comments at Housing Advisory Commission meetings on February 7th and March 7th and 13th, 2019. Public comments addressed concerns related to recommendations to fund organizations located in south Berkeley, particularly Inter-City Services and Rebuilding Together East Bay North. These two organizations provide workforce development and housing rehabilitation services, respectively.

Public comment at the April 23, 2019 City Council Public Hearing included testimony from twenty seven individuals concerned about services for low-income persons including: housing rehabilitation for homeowners, deaf and disability related services especially for homeless persons, health care and supportive services for formerly homeless persons, general homeless services, legal services for survivors of domestic violence, programming for youth graduating from Berkeley High School, and more transparency around monitoring agencies and the City's budget process.

Amendment #2 Public Participation response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- A public hearing on the Substantial Amendment was held in front of Berkeley City Council on February 9, 2021. This public hearing and comment period was noticed in the *Berkeley Voice* on January 8, 2021.
- Five members of the public spoke at the February 9, 2021 public hearing on PY19 Annual Action Plan Substantial Amendment #2 in front of the City Council. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations. No written comments were received on the

Substantial Amendment #2 from the public noticing.

Amendment #3 Public Participation response were as follows:

- To be added

-

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BERKELEY	Health, Housing & Community Services Department
HOME Administrator	BERKELEY	Health, Housing & Community Services Department
ESG Administrator	BERKELEY	Health, Housing & Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Berkeley's Health, Housing & Community Services Department (HHCS) is the lead agency for overseeing the development of the plan. The Department coordinates the City's funding allocation and monitoring for community based organizations, administration of the Housing Trust Fund, and operation of other housing and community services programs such as the Shelter Plus Care program, and Senior and Disabled Home Rehabilitation Loan Program. The Department also includes the Mental Health, Public Health, and Aging Services divisions, which provide direct services to the community, and it includes the Environmental Health division.

Consolidated Plan Public Contact Information

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Berkeley, CA 94704
510-981-~~5410~~7555
~~rbabka@cityofberkeley.info~~klarrowe@berkeleyca.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings, such as a monthly Homeless Team meeting, and will continue to coordinate with other City Departments on specific topics. It will also consult with EveryOne Home, the countywide coordinating body and plan to end homelessness, and its partners at Alameda County Behavioral Health Care Services and Social Services Agency as well as community stakeholders in Berkeley.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

City staff continue to participate in the implementation of EveryOne Home. EveryOne Home spearheads Alameda County's Homeless Continuum of Care. Staff will continue to participate in the initiative's various committees and/or Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations, including those which develop affordable housing. Leadership Board membership helps coordinate efforts across the county. In PY19, City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services and Social Service Agency to continue to implement the Countywide Coordinated Entry System (CES) for homeless services and will participate in EveryOne Home's ongoing implementation of multiple CES sites throughout the county. Other recent countywide collaboration efforts include Alameda County's 2019 Point in Time Homeless Count and report and the ongoing implementation of the Home Stretch registry, an initiative targeting people who are chronically homeless and highly vulnerable.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

In PY19, the City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services and Social Service Agency to implement the Berkeley Coordinated Entry System (CES) for homeless services and will participate in EveryOne Home's ongoing implementation of its he Coordinated Entry System throughout the county. These efforts have led to the standardization of screening, intake and assessments protocols across the Continuum of Care to better match people who are homeless with the best fit available housing solution.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Consultation with EveryOne Home, the Alameda-Countywide Continuum of Care, City of Berkeley, the City of Oakland, and the Alameda County Housing and Community Services Department was initiated in 2012. The discussion focused on how to implement the new ESG requirements in a way that would be consistent countywide and would continue the collaboration launched in 2009 with American Recovery and Reinvestment Act (ARRA) Homelessness Prevention and Rapid Re-housing (HPRP) funds. The group held several meetings in PY12, resulting in the development of a policies and procedures manual that was used to implement the Priority Home Partnership Program. The most recent version was attached to the 2015 Consolidated Plan.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	EveryOne Home
	Agency/Group/Organization Type	Services - Housing Services - Children Services - Persons with Disabilities Services - Homeless Services - Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Berkeley adopted EveryOne Home's plan to end homelessness in 2006 and the City continues to participate in the implementation of the plan. See above coordination with EveryOne Home, Alameda County Behavioral Health Care Services and SSA.

2	**Agency/Group/Organization**	ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT
	Agency/Group/Organization Type	Services - Housing Services - Children Services - Persons with Disabilities Services - Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	See above coordination with Alameda County.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	EveryOne Home	The City of Berkeley adopted EveryOne Home's plan to end homelessness in 2006 and the City continues to participate in the implementation of the plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Not applicable.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City published a public hearing notice on September 28, 2018 in the Berkeley Voice in accordance with its citizen participation plan for a October 17, 2018 Public Hearing at a joint meeting of the Human Welfare and Community Agency and Children (HWCAC), Youth and Recreation Commission (CYRC), Housing Advisory Commission (HAC) and the Homeless Commission. It also sent the notification to residents of public and assisted housing, users of community and senior centers, libraries, and residents being served by over 50 community based agencies funded by the City of Berkeley. The City published a public hearing notice in the Berkeley Voice on March 22, 2019 for its April 23, 2019 Public Hearing at the Berkeley City Council meeting. This notification was also sent to residents of public and assisted housing, users of community and senior centers, libraries, and residents being served by over 50 community based agencies funded by the City of Berkeley.

The City published a public hearing notice in the Berkeley Voice in accordance with its citizen participation plan for a July 23, 2019 Public Hearing at the City's Council Meeting. It also sent the notification users of community and senior centers, libraries, and persons being served by over 50 community based agencies funded by the City of Berkeley. The City published a public hearing notice in the Berkeley Voice on June 28, 2019 for its July 23,2019 Public Hearing at the Berkeley City Council meeting.

Substantial Amendment #2 Public Participation response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- A public hearing on the Substantial Amendment was held in front of Berkeley City Council on February 9, 2021. This public hearing was noticed in the *Berkeley Voice* on January 8, 2021.
- Five members of the public spoke at the February 9, 2021 public hearing on PY19 Annual Action Plan Substantial Amendment #2 in front of the City Council. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations. No written comments were received on the Substantial Amendment #2 from the public noticing.

Substantial Amendment #3 Public Participation response were as follows:

- To be added

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Berkeley Residents	20 community members attended the October 17, 2018 Public Hearing and 14 people provided testimony. In addition, 1 written comment was received.	Berkeley residents provided testimony regarding the need for improving the homeless services website, strategies and solutions for vehicular dwellers, Section 8 (Berkeley Housing Authority) customer services and assistance with landlord communications, partnerships with health and housing providers, welcoming ex-offenders back into the community, pedestrian safety fair housing/housing discrimination education and services for property taxes assistance for low-income people especially for older, single homeowners.	All comments were accepted. Many of the priorities mentioned are underway and/or are already funded by the City through local, state and federal funds. The City website is currently being redesigned and Section 8 comments were referred to the Housing Authority.	https://www.cityofberkeley.info/Clerk/Commissions/Archive_Pages/Housing_Advisory/Commissions__Housing_Advisory_Commission_Archive_Page.aspx

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Housing Advisory Commission (HAC) representatives	February 7, members of the HAC discussed the Annual Action Plan.	HAC members reviewed and discussed the AAP at its February 7, 2019 meeting. No comments were received.	N/A	https://www.cityofberkeley.info/Housing_Advisory_Commission/
3	Public Meeting	Housing Advisory Commission (HAC) representatives	March 7 & 13, members of the HAC discussed the Annual Action Plan.	HAC members reviewed and discussed the AAP at its March 7, 2019 meeting. Comments and questions pertaining to the AAP focused on the process and understanding draft recommendations. At the subsequent special meeting seventeen members of the public spoke. Community concerns included funding organizations located in south Berkeley, particularly two organizations providing workforce development and housing rehabilitation services.	N/A.	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Low income Berkeley Residents	This Public Hearing was held at the April 23, 2019, City of Berkeley Council Special Meeting.	Public comment included testimony from twenty seven individuals concerned about services for low-income persons including: housing rehabilitation for homeowners, deaf and disability related services especially for homeless persons, health care and supportive services for formerly homeless persons, general homeless services, legal services for survivors of domestic violence, programming for youth graduating from Berkeley High School, and more transparency around monitoring agencies and the City's budget process.	N/A.	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5.	Public Meeting	Housing Advisory Commission (HAC) representatives	July 11, members of the HAC discussed the Amendment to the Annual Action Plan.	Comments included encouraging homeless persons were included in the outreach about the public hearing.	N/A	https://www.cityofberkeley.info/Housing_Advisory_Commission/
6.	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Berkeley Residents	July 23 Council Public Hearing to discuss the Amendment to the Annual Action Plan	None.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7.	Public Hearing (Virtual)	Non-targeted/broad community	The February 9, 2021 virtual public hearing had over a hundred persons in attendance and five members of the public commented in front of Berkeley City Council.	No written comments received. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx
8.	To be added – Housing Advisory Committee					
9.	To be added – Public hearing/ City Council					

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will receive $3,631,791 in federal Housing and Urban Development Department (HUD) funds comprised of $2,667,120 in CDBG, $737,273 in HOME and $227,398 in ESG funds. Additionally, the City will add $250,531 in CDBG Program Income and $1,166,259 in unused CDBG carry over and $20,000 (projected) in HOME Program Income to these amounts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$2,667,120	$250,531	$1,166,259	$4,083,910	$4,083,910	CDBG funds are allocated to public services, housing services and rehabilitation, and public facility improvements. The City of Berkeley does not currently use CDBG funds for economic development.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$737,273	$20,000 (projected)	$0	$757,273	$757,273	The City allocates 10% of the HOME allocation to administration, up to 5% for CHDO operating costs, and 85% to the City Housing Trust Fund.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing Emergency Shelter and Street Outreach	227,398	0	0	227,398	227,398	The City of Berkeley uses ESG funds for Rapid Rehousing, Emergency Shelter and Street Outreach for literally homeless individuals and families. A small portion of the ESG funds are used to support the County-wide HMIS system. The City allocates 7.5% of the allocation to Planning and Admin.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Most of the housing and community services programs described in the Consolidated Plan will continue to be delivered by nonprofit community based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, Community Services

Block Grant (CSBG), General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan. In addition to leveraging at the individual agency level, the City has historically matched the investment of CDBG, HOME, and ESG dollars with the investment of General Funds. Typically, over two-thirds of the funding for community agency programs comes from General Funds. The City meets the HOME 25 percent match requirement and has accumulated over $4 million in excess match by investing local funds in HOME eligible affordable housing projects. The City meets the dollar for dollar match requirements for the ESG program by allocating General Funds to various homeless services providers. In PY17 and PY18 two shelter programs received a total of approximately $600,000 in City General Funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has long-term leases of City-owned property with non-profit organizations that address the needs identified. Programs currently operating in leased City-owned properties include:

- Dorothy Day House Homeless Shelter;
- BOSS' Harrison House Shelter for Homeless men, women and families;
- BOSS' MASC – a homeless daytime Drop-In Center;
- BOSS' Sankofa House – transitional housing for homeless families; and
- Women's Daytime Drop-In Center– Drop-in services for homeless families.

The City has entered into a Disposition and Development Agreement with the BRIDGE Housing Corporation for the development of City-owned Berkeley Way parking lot as a site for permanent supportive housing, replacement emergency shelter, and permanent affordable housing. BRIDGE is working in collaboration with the Berkeley Food and Housing Project, a local homeless serving organization. The Berkeley Way parking lot is nearly one acre in size and in a central location near the Downtown Berkeley BART station and many nearby amenities. The City has provided $3.9M in predevelopment funding and has reserved an additional $23.5M for the project's development. In 2017, the project received its land use entitlements for 89 units of affordable housing, 53 units of permanent supportive housing, and 44 shelter/transitional beds. The City continues to work closely with the development team to secure full financing for this project.

Discussion

Not applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Supply and Quality	2015	2019	Affordable Housing	BERKELEY	Affordable Housing	CDBG: $2,753,657~~$2,903,658~~ HOME: $633,431	Rental units constructed: 23 Rental Housing Rehabilitated: 49 Household Housing Unit Homeowner Housing Rehabilitated: 42~~45~~

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Improve Public Facilities and Public Services	2015	2019	Non-Housing Community Development	BERKELEY	Non-Housing Community Development & Homelessness	CDBG: $756,829 ~~$606,829~~	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 324~~300~~ **Persons Assisted** Public service activities other than Low/Moderate Income Housing Benefit: 1,042 Persons Assisted Homeless Person Overnight Shelter: 115 Persons Assisted
3	Homeless Prevention and Rapid Re-Housing	2015	2019	Homeless	BERKELEY	Homelessness	ESG: $227,398	Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted Emergency Shelter and Street Outreach: 972 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing Supply and Quality
	Goal Description	CDBG and HOME funds are used to support new affordable housing, rehabilitating existing affordable housing, funding single family rehabilitation for seniors and the disabled, and other housing services, such as loan servicing.
2	**Goal Name**	Improve Public Facilities and Public Services
	Goal Description	Programs funded under this project serve people who are homeless and people facing housing discrimination. These projects will assist approximately 1,575 people who are homeless and 70 low-income households facing housing discrimination. Additionally, funding is typically allocated to community facility improvements facilitated the City of Berkeley. The City will continue supporting renovations to the Berkeley Adult Mental Health Clinic in PY19 but PY19 public facility and earlier unused funds will be shifted to a housing rehabilitation project. Substantial Amendment #3 will add funds to a public facility project with Insight Housing's Dwight Way Shelter.
3	**Goal Name**	Homeless Prevention and Rapid Re-Housing
	Goal Description	ESG funds will be used for Rapid-Rehousing financial assistance, Emergency Shelter, Street Outreach and to support the county-wide Homeless Management Information System (HMIS). Additionally, the COB will utilize the maximum amount for administration activities.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

During PY19, Satellite Affordable Housing Associates will have the Grayson project in construction. Occupancy is expected by July 2019. Grayson will include 22 affordable units and one unrestricted manager's unit. Six of the 22 units will be reserved for households earning up to 60% AMI (low), four at up to 50% AMI (very low), three at up to 40% AMI (very low), and nine at up to 30% AMI (extremely low). Of the total, 9 are supported by the HOME funds.

Depending the outcome of funding applications during the winter and spring of 2019, BRIDGE Housing Corporation and the Berkeley Food and Housing Project's Berkeley Way project (53 extremely low income and 89 low income units) and Satellite Affordable Housing Associate's Oxford Senior Apartments (7 extremely low income and 27 low income units) may go into construction as soon as December 2019.

Proposed rehabilitation work includes two affordable housing properties: Rosewood Manor (35 units) and Lorin Station (14 units). Both Lorin Station and Rosewood Manor are owned and operated by the South Berkeley Neighborhood Development Corporation (SBNDC). Both properties are over 30 years old and are in need of major rehabilitation. CDBG funds will be used for emergency plumbing and roofing repairs.

Projects

AP-35 Projects – 91.220(d)

Introduction

With its CDBG, HOME, and ESG funds, the City of Berkeley will fund eligible projects in the following categories: housing development, rehabilitation and services projects, public services, public/community facility improvement projects, emergency shelter grant programs, program planning and administration, and the Housing Trust Fund.

Projects

#	Project Name
1	City of Berkeley Planning and Administration
2	Single Family Rehabilitation Programs
3	Public Services
4	Housing Services
5	Community Facility Rehabilitation
6	Housing Trust Fund
7	ESG19 - City of Berkeley Rapid Rehousing-, Emergency Shelter, Street Outreach and HMIS

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to funds activities that have been identified as a need.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	City of Berkeley Planning and Administration
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality Improve Public Facilities and Public Services Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Affordable Housing Homelessness Non-Housing Community Development
	Funding	CDBG: $573,424 HOME: $75,727
	Description	The project will fund City staff to plan and administer CDBG and HOME projects.
	Target Date	N/A
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Information about the planned activities is included in Section AP-38 Project Summaries.
2	**Project Name**	Single Family Rehabilitation Programs
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: ~~$767,708~~$767,708
	Description	Activities related to single family rehabilitation efforts will be funded under this project. These projects will cover health and safety improvements as well as accessibility improvements such as the installation of ramps/lifts for low income homeowners and renters.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	45 Households.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Activities include health and safety, accessibility, and energy efficiency improvements.
3	**Project Name**	Public Services
	Target Area	BERKELEY
	Goals Supported	Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Homelessness
	Funding	CDBG: $453,921
	Description	Funds will be used to provide 1) housing navigation services to chronically homeless individuals through Berkeley's Coordinated Entry system, 2) emergency shelter, and 3) fair housing services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1,157 households are expected to be served through these activities.
	Location Description	Berkeley
	Planned Activities	Bay Area Community Services will operate Berkeley's Coordinated Entry System which will screen, conduct intakes, and provide housing navigation services to approximately 972 people. Berkeley Food and Housing Program will provide emergency shelter to approximately 115 adult homeless men. Eden Council for Hope and Opportunity will provide outreach, training, fair housing counseling services to up to 70 households, investigation of an estimated 25 fair housing complaints, 10 tenant/landlord mediations, and 10 fair housing testing/audits with follow-up training for non-compliant property owners.
4	**Project Name**	Housing Services
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $70,008
	Description	City staff provide loan services to support single family rehabilitation, housing trust fund projects, and other federally funded housing related activities.

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The project will serve approximately 106 active housing rehabilitation loans.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Services provided under this project will include accounting, processing loan payments and loan payoff demands, deeds of reconveyance, lien releases and loan subordination requests, collections, personal financial analysis and structuring of temporary repayment agreements.
5	**Project Name**	Community Facility Rehabilitation
	Target Area	BERKELEY
	Goals Supported	Improve Public Facilities and Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: ~~$152,908~~$302,908
	Description	Activities that fund the rehabilitation of public facilities are funded under this project.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is projected that improved community facility improvements provided by the City of Berkeley administered program will benefit a minimum of 300 people at the City of Berkeley Mental Health Clinic. Substantial Amendment #3 will add funds to a public facility project with Insight Housing's Dwight Way Shelter serving an annual population of 73~~XX.~~
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Activities include improving community facilities by funding substantial rehabilitation to applicants of the City administered Community Facility Improvement Program. The City of Berkeley's Adult Mental Health Clinic is currently under construction and will come to completion in PY20 and serves some of the City's lowest income and most vulnerable populations. Substantial Amendment #3 will add funds to a public facility project with Insight Housing's Dwight Way Shelter for homeless persons in Berkeley. As of time of this substantial amendment the project is currently under construction and will be using public facility funds from several years to complete the project.
6	**Project Name**	Housing Trust Fund
	Target Area	BERKELEY
	Goals Supported	Affordable Housing Supply and Quality

	Needs Addressed	Affordable Housing
	Funding	CDBG: $1,915,942 HOME: $681,546
	Description	Activities that provide funding for City staff in support of projects funded with City of Berkeley Housing Trust Fund dollars, includes funding for projects and CHDO operating funds.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	During PY19, Grayson Street Apartments (23 units, 9 of which are supported by HOME funds) will be under construction. This project will likely be completed in PY19. Funding is amended to support substantial rehabilitation of the 35-unit Rosewood Manor and 14-unit Lorin Station Apartments.
	Location Description	Citywide
	Planned Activities	City staff actively facilitate development, rehabilitation and/or preservation of affordable housing through working with developers, other city staff, lenders and other public agencies for the acquisition and rehabilitation of multi-family housing. Funding is amended to support substantial rehabilitation of the 35-unit Rosewood Manor and 14-unit Lorin Station Apartments.
7	**Project Name**	ESG19 - City of Berkeley Rapid Rehousing, Emergency Shelter, Street Outreach and HMIS
	Target Area	BERKELEY
	Goals Supported	Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Homelessness
	Funding	ESG: $227,398
	Description	ESG funds will be used for Rapid Re-Housing, Emergency Shelter, Street Outreach, HMIS and City staff to plan and administer the program.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	10 households will be served with rapid rehousing financial assistance. 972 persons will be assisted with Emergency Shelter/Street Outreach.
	Location Description	Various locations.

	Planned Activities	ESG funds will be used to provide financial assistance and housing relocation and stabilization services to rapidly re-house approximately 10 households, support 972 people in Emergency Shelter/Street Outreach activities.

Table 8.1 – Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As discussed in section MA-50 of the City's current Consolidated Plan the City does not have areas of low-income or minority concentrations and therefore does not allocate federal funds geographically.

Geographic Distribution

Target Area	Percentage of Funds
BERKELEY	100

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Not applicable.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section includes HOME-funded units only. Unit counts are broken out two ways: by population served and by type of housing provided. The table below includes information for Grayson Street Apartments, which will be funded with HOME funds in PY19. The City's contract containing HOME funds was executed in November 2017 and construction completion is expected in 2019. The total number of units will equal 23.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	9
Total	9

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	9
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	9

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

Not applicable.

AP-60 Public Housing – 91.220(h)

Introduction

The Berkeley Housing Authority (BHA) is not a department of the City of Berkeley. BHA Board members are appointed by the Mayor and confirmed by the City Council. The Berkeley Housing Authority does not have any public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to operate six Shelter Plus Care (S+C) grants and the locally-funded Square One program, providing rental assistance to a minimum of 235 households annually. This includes the City's Housing for Older Adults Project (HOAP) S+C program which provides rental subsidies through the City's Aging Services Division and the COACH grant, which provides rental subsidies and targets people who are chronically homeless. The COACH grant will be expanded in PY19 to serve an additional 53 households. New S+C households continue to be prioritized through Alameda County's Home Stretch registry, a County-wide centralized system which prioritizes people who are chronically homeless and high need with permanent supportive housing opportunities.

During PY19, the City will continue to implement its Coordinated Entry System (CES). It will also participate in EveryOne Home's implementation process of expanding the CES countywide. Outreach and assessing individual needs are important components of the CES and will be expanded in PY19.

In PY17, the City was awarded a three year grant from the County of Alameda to increases services to literally homeless people. The City subcontracted the housing navigation and placement services to Berkeley Food and Housing Project, the CES operator for the northern part of Alameda County. The City also partnered with the cities of Albany and Emeryville. The project is expected to screen and assess over 1,000 people and serve with intensive housing navigation and support a minimum of 170 people.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to provide funding for shelter and transitional housing. In PY17, the City expanded the number of year-round shelter beds from 118 to 148 year-round by increasing its funding to the YEAH! shelter which serves 18-24 year olds. The year-round beds are accessed through the City of Berkeley's Coordinated Entry System that operates 9 a.m. - noon and 1-4 p.m. Monday through Friday. A second shelter reservation period occurs from 7-8 p.m. to fill available BOSS and BFHP shelter beds that are unoccupied.

In addition to the year-round shelter beds, the City funds a winter shelter program. In the past, the winter shelter was activated when inclement weather was forecast (temperature expected to reach 40 or below or rain). The past two seasons, the City has funded a nightly shelter from December to mid-April adding approximately 75-90 beds. In PY18, the expanded winter shelter continued its operations as a nightly shelter serving 56 each night. Depending on funding it may continue to operate as a year round shelter to expand the number of year-round shelter beds to more than 200.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and

families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Berkeley has encouraged its network of providers of services to the homeless to focus their efforts on rapidly re-housing their clients. The City has centralized its funded case management services at the CES to allow for ongoing case management regardless of the person's housing status or enrollment at a particular shelter.

In addition, the City is funding Housing Specialist positions whose only role is to identify, cultivate and maintain partnerships with property owners. These case management and housing opportunities will assist all literally homeless clients in Berkeley but will be primarily targeted at individuals and families who are chronically homeless and have multiple barriers.

In PY17, to better serve its homeless families, the City partnered with the City of Oakland and Oakland homeless service providers to expand its Family Front Door, to include homeless families from Berkeley, Albany and Emeryville. Because families often have different service and housing needs than homeless people who are single, this partnership with family focused providers has improved access to resources for families including shelter and transitional housing opportunities.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Coordinated Entry System will provide people who are at imminent risk of becoming homeless (HUD Homeless definition (Category 2) with problem solving support to retain current housing or to locate another housing placement. This will include mediation with family members and friends to keep individuals and families from entering the shelter system. Additionally, in PY17 and PY18 the City allocated $832,500 to assist permanently and temporarily housed Berkeley residents from being evicted, which includes rental assistance and eviction defense.

Alameda County has mental health, foster youth, health care, and corrections discharge policies intended to prevent discharges of individuals from these systems into homelessness, described in detail in the Consolidated Plan. The City will continue to participate in countywide efforts to reduce discharges into homelessness.

Discussion

The City of Berkeley's CES provides a single point of entry for people who are homeless to be screened and assessed for a range of City funded homeless programs, including emergency shelters, transitional housing, permanent supportive housing, and rapid rehousing services. All contracted service providers report outcomes based on the countywide outcome standards developed by Everyone Home, in order to inform future adjustments to the service system.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In November 2018, Berkeley voters passed a $135M bond measure (Measure O) to support affordable housing. The measure as written allows flexibility in identifying priorities. The City is working to determine how this new source of local funds will be used, which will be a major activity during PY19.

The City of Berkeley continues to work on implementation of numerous facets of the Council-adopted Housing Action Plan, which contains a set of actions targeted at preserving existing affordable housing, eliminating barriers, and increasing affordable housing production. For example, the Plan requires staff to “examine and eliminate barriers to developing student housing and senior housing” and “create specific per acre density standards, including standards for projects include density bonus units”.

During the last year, the City made progress in reducing barriers to building Accessory Dwelling Units (ADUs), so-called “granny flats” designed to fit into back yards of parcels with existing single-family homes, to increase housing density. Specifically, Berkeley:

- Updated its ordinance to conform to state law easing ADU development restrictions.
- Went beyond minimum state requirements by removing off-street parking requirements
- Removed restrictions around the relationship of the size between existing primary dwelling units and proposed new ADUs
- Removed development standards which limited the allowed locations for ADU entrances
- Allowed average height calculations for ADUs in the Hillside Overlay district
- Increase allowed height limits for ADUs with flat roofs from 10 feet to 14 feet

Another change to promote affordable housing production removed barriers in the R1-A multifamily housing district, to provide certainty on the size of a second “primary” unit proposed for a parcel with an existing unit.

Beyond the above, the City continues to progress in its Zoning Ordinance Revision Project, which will create new baseline zoning which is easier to understand and administer. A large part of this project involves eliminating code inconsistencies which currently present added challenges to proposed new development. The City also initiated modifications to the Density Bonus section of the Zoning ordinance, which are proposed for City Council adoption in January 2019. These changes will bring the City’s density bonus regulations into conformity with state law meant to ease development restrictions, and to clarify City requirements in order to provide developers greater certainty, with resulting time/cost savings for development proposals.

Discussion

Not applicable.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Berkeley uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Berkeley, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

One of Berkeley's major obstacles to meeting underserved needs is the limited amount of federal, state, and local resources available given the diversity of needs in the community and high cost of housing in the Bay Area. The City of Berkeley will continue to pursue new State and Federal resources as available to meet underserved needs.

Actions planned to foster and maintain affordable housing

The City has several programs which foster and maintain affordable housing in Berkeley:

- Rent Stabilization Program. In 1980, Berkeley residents passed the Rent Stabilization and Eviction for Good Cause Ordinance. The Ordinance regulates rent levels for approximately 21,000 residential rental units in Berkeley and provides tenants, in more than 26,000 units, protection against unwarranted evictions helping to maintain affordable housing and preserve community diversity.
- Affordable Housing Mitigation Fee (AHMF). The City requires developers of new market rate rental housing to pay a fee per unit or to provide 20% as many income and rent restricted units—split evenly between those affordable to households earning 50% or less or 80% or less of the area median income—in lieu of the fee. Fee income goes into the City's Housing Trust Fund to support affordable housing development. In 2016, the City adopted an ordinance requiring that certain units provided under this program are reserved for tenants with Section 8 and Shelter Plus Care.
- Condominium Conversion Ordinance (CCO). The CCO governs the conversion of rental apartments and tenancy-in-common buildings to condominiums, and other types of mutual or cooperative housing. It requires owners to pay a mitigation fee. Fee revenue goes into the City's Housing Trust Fund.
- Commercial Linkage Fee. The Affordable Housing Mitigation Program was approved on April 20, 1993. It imposed fees on commercial new construction in which the newly constructed gross floor area is over 7,500 square feet.
- Housing Trust Fund (HTF). The City of Berkeley created its HTF in 1990 to help develop and preserve below-market-rate housing. The HTF pools funds for affordable housing construction from a variety of sources with different requirements, makes them available through one single application process to local developers, then monitors development and operation of the funded housing.
- Inclusionary Housing Ordinance for ownership housing. The ordinance requires developers of market rate ownership housing to include affordable ownership units or pay a fee.
- Mortgage Credit Certificate. MCC is a federal income tax credit that provides qualified low-income homebuyers a tax credit worth up to 15 percent of their annual mortgage interest paid on their home loan.

MCC recipients adjust their federal income tax withholding, which increases their take-home pay, making monthly mortgage payments more affordable. The City participates in the Alameda County MCC program.

- Senior and Disabled Loan Rehab Program. HHCS administers the program as an effort to preserve the City's housing stock and to assist low- and moderate-income senior and disabled homeowners, funded by CDBG and CalHOME. The applicants receive a zero interest loan, secured by a deed of trust on their home, which is repaid when title to the property changes hands, normally as a result of the sale of the property or inheritance by the owner's heirs.

Actions planned to reduce lead-based paint hazards

The City will continue to comply with the Environmental Protection Agency's Renovation, Repair, and Painting Program in its Senior and Disabled Rehabilitation Loan Program.

The City of Berkeley Public Health Division and the Alameda County Lead Poisoning Prevention Program will work together to increase awareness and knowledge about lead poisoning prevention in Berkeley including providing lead-safe painting classes, in-home consultations, presentations, educational materials, and other services. Rebuilding Together will work with the City of Berkeley and Alameda County Lead Poisoning Prevention Programs to increase awareness of lead issues among their clients and volunteers and to incorporate lead safe work practices into their activities.

The City of Berkeley Childhood Lead Poisoning Prevention Program collaborates with the Berkeley Health, Housing & Community Services Department's State lead-certified Risk Assessor/Inspector, Project Designer, and Project Monitor. The Alameda County Healthy Homes Department also has a HUD Lead Hazard Control grant to remediate lead hazards in approximately 4 qualifying Berkeley housing units that are vacant, or occupied by a low-income household with either a child under 6, a pregnant woman, or a child under 6 years who regularly visits. Berkeley's program also provides case management services to families with children who have elevated blood lead levels. Services range from Public Health Nursing case management for children with blood lead levels above 15 *µg/dL* to health education for children with levels between 5-14 *µg/dL*.

Actions planned to reduce the number of poverty-level families

The City funds a wide variety of social service programs designed to assist households with poverty level incomes. These programs include childcare and a range of services for special needs populations, which are outlined in other sections of this Consolidated Plan. This section will highlight the City's strategies to increase livable wage employment opportunities by supporting related community services and working with public and private regional partners. Strategies include:

- Funding and refinement of anti-poverty programs provided by community-based organizations and by the City.
- Community agency contracts are outlined in the Annual Action Plan.
- Collaborate actively with CalWORKS (TANF) and Workforce Investment Act programs.
- Continue implementation of the City of Berkeley's Living Wage Ordinance. Foster regional coordination on

economic development to benefit low income Berkeley residents.

- Linking homelessness and homelessness prevention programs to employment training and placement opportunities.
- Minimum Wage in Berkeley is currently $15 and will increase incrementally based on Consumer Price Index (CPI) for the San Francisco Bay Area every July 1. The City's Paid Sick Leave Ordinance was adopted in 2016 and went into effect October 1, 2017 to provide enhanced paid sick leave entitlements beyond what is required by state law.

The City will contract with local workforce development programs to provide training, education and job placement for low income, under-employed, and unemployed residents:

- Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15 percent Discretionary pool of Workforce Investment Opportunity Act (WIOA) funds.
- Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and biotechnology (African American, Latino, South East Asian, female and low-income youth) and who may be at risk of not graduating from high school.
- The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated and refugees as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
- Rising Sun Energy Center's Green Energy Training Services (GETS) provides pre-apprenticeship training for the building and construction trades and careers in green and clean technologies, including solar installation, through classroom and hands-on training. Their training calendar includes women-only cohorts in order to increase the number of women in the building and construction trades. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for young people conducting residential energy audits.
- The City's anti-poverty strategy continues to be closely tied to the funding of over 50 community agencies to provide services as described above to enable people in poverty to attain self-sufficiency, support at-risk youth to succeed in school and graduate, and protect the health and safety of low income people.

Actions planned to develop institutional structure

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings and coordination on specific topics.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will also continue to participate in the implementation of Everyone Home, the countywide plan to end homelessness. Everyone Home spearheads Alameda County's Continuum of Care. Staff will continue to participate in the initiative's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations. Leadership Board membership helps coordination efforts across the county. Staff also participates in other committees composed of other funders (such as Alameda County Behavioral Health Care Services and the Social Services Agency) as well as many community

based organizations.

Recent countywide collaboration efforts include the 2019 Point in Time homeless survey, count and report and the countywide implementation of CES.

Discussion:

The majority of Berkeley's activities furthering the goals of the Annual Action Plan are provided by community agency partners. This will continue to be the case in PY19.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$250,531
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**$250,531**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	98.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Berkeley uses no forms of investment other than ones described in §92.205(b), which describes eligible activities for HOME funds.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   No homeownership activities are anticipated for PY19.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   No homeownership activities are anticipated for PY19.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City's policy is not to use HOME funds to pay off outstanding debt on single family or multifamily housing development projects. The City may commit HOME funds to projects that include refinancing with other sources of funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   The City, Everyone Home and Countywide representatives are in the process of updating the ESG manual. The most recent version was attached to the 2015 Consolidated Plan.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The Alameda County Continuum of Care has initiated its planning process to establish its coordinated assessment system. The countywide system is now being implemented through five regional Housing Resource Centers.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City of Berkeley was allocated $227,398 in ESG funding for PY19. The City of Berkeley will utilize the maximum amount possible for administration (7.5 percent of the grant) and allocate funds to support the County-wide Homeless Management Information System. The remaining $203,667 will be allocated to Bay Area Community Services, the operator of the City of Berkeley's Coordinated Entry System (CES). The CES staff will screen, assess and prioritize homeless clients for rapid rehousing assistance with supporting housing retention services. ESG funds will also support Emergency Shelter and Street Outreach through the CES.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The policy-making entity for the City of Berkeley which makes decisions regarding the facilities, services, and other programs to receive funding under the Emergency Solutions Grant (ESG) is the Berkeley City Council. The Berkeley City Council is elected by the citizens of Berkeley. The City cannot mandate that a homeless or formerly homeless individual be on the City Council. Therefore, the City must develop and implement a plan to consult with homeless or formerly homeless individuals in making policies and decisions regarding programs that receiving funding under ESG.

   City staff are planning, in conjunction with Everyone Home, to host a forum each year for homeless clients, in order to involve them in policy-making and decisions regarding ESG-funded services. The details have yet to be determined. Formerly homeless people also hold seats on various EveryOne Home Committees.

5. Describe performance standards for evaluating ESG.

   The performance standards to be applied to ESG activities is attached as an image labeled Outcome Measures. These standards were developed in 2018-19 through the leadership of Everyone Home (the Continuum of Care)'s Results Based Accountability (RBA) Committee comprised of various representatives:

Everyone Home, City of Berkeley, Alameda County Health Care Services Agency and homeless service providers in Alameda County. The matrix provides targets for HUD's System Performance Outcomes and will be reviewed and adjusted overtime to ensure continued improvement.

Attachments

Attachment 1 Substantial Amendment #3 - Annual Action Plan for PY19 City of Berkeley CDBG, ESG and HOME Projects for 7/1/2019 - 6/30/2020			
Proj. #	**Agency**	**Project Name**	**PY19 Amended Allocation**
CDBG			
1	Center for Independent Living	Residential Access	$ 159,660
2	Habitat for Humanity	Housing Rehabilitation Grant Program	$ 250,000
3	HHCSD*	Loan Services	$ 70,008
4	HHCSD	Senior and Disabled Rehab Program	$ 358,048
5	HHCSD	Rehab Loans	$ -
6	HHCSD	Housing Development: M/F Rehab	$ 488,341
7	HHCSD	Housing Trust Fund	$ -
8	SBNDC	Multi-Family Housing Rehab	$ 1,427,600
		Subtotal Housing Projects	**$ 2,753,657**
9	Bay Area Community Services	Coordinated Entry System	$ 248,419
10	Berkeley Food and Housing Project	Men's Overnight Sheleter	$ 170,502
11	Eden Housing for Hope and Opportu	Fair Housing	$ 35,000
		Subtotal Public Services Projects	**$ 453,921**
12	HHCSD	Community Facility Improvements	$ 152,908
13	HHCSD	2019 Public Facility Improvement Program	$ 150,000
		Subtotal Public Facilities Projects	**$ 302,908**
14	HHCSD	CDBG Planning and Administration	$ 573,424
		Subtotal Planning & Admin Projects	**$ 573,424**
		****GRAND TOTAL ALL CDBG PROJECTS**	**$ 4,083,910**
ESG			
15	Berkeley CES Provider - BACS	Rapid Re-Housing Project	$ 67,228
16	Berkeley CES Provider - BACS	Emergency Shelter and Street Outreach	$ 136,439
17	HHCSD	Homeless Management Information System	$ 6,676
18	HHCSD	Program Planning and Administration	$ 17,055
		GRAND TOTAL ALL ESG PROJECTS	**$ 227,398**
HOME			
19	HHCSD	HOME Administration	$ 75,727
20	CHDO Operating Funds	CHDO Operating Funds	$ 28,115
21	HHCSD	Housing Trust Fund	$ 653,431
		*****GRAND TOTAL ALL HOME PROJECTS**	**$ 757,273**
Notes:	* HHCSD = City of Berkeley Health, Housing & Community Services Department		
	**Assumes $250,531 in Program Income and $788,029 in unused carry over funds.		
	***Assumes $20,000 in Program Income		

Attachment 2

Systemwide Performance Targets for Rapid Re-Housing Services

Rapid Re-Housing		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	observe
	Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days (HUD Element, APR Q6e)	100%
	Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18)	90%
	Average length of time from enrollment to move in (HUD Element, Apr Q22c)	60% within 2 months
With What Impact?	Are participants growing their income? (HUD Element, APR Q19a3)	50%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	85%
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	85%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	80%
	Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)	<5%

Attachment 3

Berkeley Voice
510-723-2850

Legal No. 0006359766

3235930

BERKELEY, CITY OF
HEALTH, HOUSING & COMMUNITY SVS
2180 MILVIA ST, 2ND FLOOR
BERKELEY, CA 94704

PROOF OF PUBLICATION

FILE NO. Sub Amend Annual Action Plans

In the matter of

Berkeley Voice

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Berkeley Voice, a newspaper published in the English language in the City of Berkeley, County of Alameda, State of California.

I declare that the Berkeley Voice is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated September 3, 1991, in the action entitled "In the Matter of the Petition of the Berkeley Voice to Have the Standing of the Berkeley Voice as a Newspaper of General Circulation Ascertained and Established," Case Number 588221-2. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Berkeley Voice as a newspaper of general circulation...within the City of Berkeley, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Berkeley Voice and not in any supplement thereof on the following dates, to-wit:

06/28/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 28th day of June, 2019.

Signature

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL

The Health, Housing & Community Services Department is proposing a Public Hearing addressing proposed **Substantial Amendments to the Annual Action Plans for Program Years (PY) 2018** (7/01/18-6/30/19) and **2019** (7/01/19-6/30/20) which includes recommended allocations of Emergency Solutions Grant (ESG).

The hearing will be held on **Tuesday, July 23, 2019, at** 6:00 P.M., in the Berkeley Unified School District Board Room, 1231 Addison Street, Berkeley, CA 94702.

The proposed **Substantial Amendments to the PY2018 and PY2019 Annual Action Plans** are required by the U.S. Department of Housing and Urban Development. The Substantial Amendments to the Plans includes shifting an allowable **60% of each year's Emergency Solutions Grant (ESG) funds from the Rapid Rehousing to Emergency Shelter and Street Outreach programming.** The PY2018 ESG allocation is $219,490 and the PY2019 allocation is $227,398.

A copy of the agenda material for this hearing will be available on the City's website at www.CityofBerkeley.info as of June 28, 2019.

PUBLIC COMMENT PERIOD: The public also has from June 28, 2019 to July 29, 2019 to submit written comments on the **Substantial Amendments to the PY2018 and PY2019 Annual Action Plans. A draft of each of the Substantial Amendments is available for public review** at the reference desk of the Berkeley Public Library at 2090 Kittredge Street, and at the Front Desk of the Health, Housing and Community Services Department at 2180 Milvia Street, 2nd Floor between the hours of 9 a.m. and 5 p.m. The Plans are also available on the City's website at **http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160.** For more information or to provide written comments on any of these plans or funding allocations, contact Rhianna Babka at rbabka@ci.berkeley.ca.us or 981-5410.

This meeting is being held in a wheelchair accessible location.

Accommodations Provided Upon Request. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least three business days before the meeting date. Providing at least three working days' notice will help to ensure availability at the meeting.

El Departamento de Servicios de Salud, Vivienda y Comunidad propone una audiencia pública frente a la propuesta de Modificación Sustancial al Plan Anual de Acción para los Años de Servicios **PY2018** (07/01/17 – 06/30/18) y para el año **2019** (07/01/18 - 06/30/19), los cuales incluyen las asignaciones recomendadas de la Beca de Soluciones de Emergencia (Emergency Solutions Grant – ESG).

La audiencia se llevará acabo el **martes, 23 de julio del 2019 a las 6:00 P.M.** en la sala de audiencias del Distrito Escolar de Berkeley ubicada en la Calle Addison 1231, Berkeley, CA 94702. +

La propuesta de **Modificación Sustancial al Plan de Acción Anual PY2018 y PY2019** es un requisito del Departamento de Vivienda y Desarrollo Urbano de E.E. U.U. (HUD siglas en inglés). La Modificación Sustancial a los Planes es para permitir una reasignación del 60% del presupuesto asignado al Programa de Relocalización Rápida de Vivienda y asignar estos fondos a los programas Albergue de Emergencia y el programa de Divulgación Ambulante.

La copia del material que será tratado en esta audiencia estará disponible en la página electrónica de la Ciudad a partir del 28 de junio de 2019. www.CityofBerkeley.info

PERIODO DE COMENTARIO PÚBLICO: A partir del 28 de junio del 2019 y hasta el 29 de julio del 2019, el público podrá presentar comentarios por escrito sobre la Modificacion Substancial al Plan de Acción Anual de los anios PY 2018 y PY 2019. Un borrador de cada **Plan están disponibles al público** en los escritorios de referencia en la Biblioteca Pública de Berkeley localizada en Calle Kittredge 2090, y en el escritorio de recepción del Departamento de Salud, Vivienda y Servicios Comunitarios de la ciudad de Berkeley localizado en la Calle Milvia 2180, 2do Piso, entre las 9 am hasta las 5 pm. Los planes también están disponibles en la página electrónica http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160. Si necesitan más información o si desean presentar comentarios por escrito, favor comunicarse con Roxana Andrade-Lizarraburu al 510.981.5402 o por correo electrónico a randrade@cityofberkeley.info.

通告

柏克萊市議會將舉行公聽會，討論聯邦經費分配，計劃建議書，及市民參與計劃。

時間：二零一九年，七月二十三日，星期二，下午六時
地點：柏克萊校區議事廳，1231 Addison Street, Berkeley, CA 94702

經費包括：社區發展經費(CDBG)，緊急庇護經費(ESG)，及房屋建設經費(HOME)，並討論計劃建議書（二零一九年六月二十八日至二零一九年七月二十九日）。

詳情請致電：（510）981 4928 那女士查詢

Published: June 28, 2019

BV #6359766; Jun. 28, 2019

PY19 City of Berkeley Annual Action Plan – Substantial Amendment

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
Email	EveryOne Home – Alameda County Homeless Continuum of Care	None.	None.	N/A
Email	Local Businesses	None.	None.	N/A
Email	Local Affordable Housing Developers	None.	None.	N/A
Email	Faith-based Organizations	None.	None.	N/A
Mailer to BHA residents	Public Housing Residents	Not available within time frame.	N/A	N/A
Flyers at Recreation Centers	South & West Berkeley (NSA)	None.	None.	N/A
Flyers at Affordable Housing Development	Residents of Affordable Housing			
Flyers distributed to over 50 non-profit agencies serving low-income people	Low-income Population, including seniors and persons with disabilities			
Flyers at two Berkeley Senior Centers	Seniors			

Berkeley Voice
510-723-2850

Legal No. **0006539870**

3235930

BERKELEY, CITY OF
HEALTH, HOUSING & COMMUNITY SVS
2180 MILVIA ST, 2ND FLOOR
BERKELEY, CA 94704

PROOF OF PUBLICATION

FILE NO. Cares Act Amendment#2

In the matter of

Berkeley Voice

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Berkeley Voice, a newspaper published in the English language in the City of Berkeley, County of Alameda, State of California.

I declare that the Berkeley Voice is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated September 3, 1991, in the action entitled "In the Matter of the Petition of the Berkeley Voice to Have the Standing of the Berkeley Voice as a Newspaper of General Circulation Ascertained and Established," Case Number 588221-2. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Berkeley Voice as a newspaper of general circulation...within the City of Berkeley, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Berkeley Voice and not in any supplement thereof on the following dates, to-wit:

01/08/2021

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 8th day of January, 2021.

Signature

1

NOTICE OF PUBLIC HEARING
CITY OF BERKELEY

REQUEST FOR COMMENTS ON ITS CONSOLIDATED PLAN (2020-2025) AMENDMENT #2 – CARES ACT & PY19 (FY20) ANNUAL ACTION PLAN AMENDMENT #2

Starting on Friday January 8, 2021, the City has opened a 30-day comment period during which the public is invited to review and comment on the City of Berkeley's 1) Consolidated Plan Substantial Amendment #2 for Housing and Community Development that covers the period July 1, 2020 through June 30, 2025 including the City of Berkeley's FY 2021 Annual Action Plan, which covers the period July 1, 2020 through June 30, 2021, and 2) the PY19 Annual Action Plan Substantial Amendment #2 covering funds from the period of July 1, 2019 through June 30, 2020 The comment period will conclude at the February 9, 2021 Public Hearing in front of City Council.

The Consolidated Plan amendment is to allow the City of Berkeley to receive and administer an additional $891,121 in Community Development Block Grant coronavirus (CDBG-CV) funding from the US Department of Housing and Urban Development (HUD) made available through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

The PY19 Annual Action Plan amendment is to shift Community Development Block Grant (CDBG) funds from public facilities rehabilitation to housing rehabilitation.

The City of Berkeley, and all jurisdictions receiving certain types of federal funds, are required to submit a Consolidated Plan, Annual Action Plans, and any amendments thereto to HUD. The Consolidated Plan outlines the City's needs and goals in the areas of Housing, Homelessness, Community Development, and Non-Homeless Special Needs, to act as a framework for the use of federal funds in these areas. The City of Berkeley's Annual Action Plan presents the City's plan for funding housing and community services.

The CARES Act funds are available for "eligible activities" meeting the national objective of the CDBG and ESG funding and to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). Eligible CDBG-CV activities include, but are not limited to, public services and public facility improvements that support eligible low-income households in response to COVID-19.

The draft Consolidated Plan Substantial Amendment #2 and PY19 Annual Action Plan Amendment #2 are available for public review on the web at http://www.cityofberkeley.info/ContentDisplay.aspx?id=12183.

All written comments must be sent to both rbabka@cityofberkeley.info AND CPD_COVID-19Waiver@HUD.gov no later than February 9, 2021, at 5:00 p.m.

For more information only, contact Rhianna Babka (email: rbabka@cityofberkeley.info) at the Health, Housing and Community Services Department 2180 Milvia Street, 2nd Floor, Berkeley, 94704.

The hearing will be held on February 9, 2021 at 6:00 pm via videoconference pursuant to Governor's Executive Order N-29-20.

A copy of the agenda material for this hearing will be available on the City Council agenda webpage at https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx in advance of the meeting. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology.**

A partir del viernes, 8 de enero de 2021 y por 30 días la ciudadanía está invitada a revisar y dar comentarios a la 1) Enmienda Substancial # 2 del Plan Consolidado para Vivienda y Desarrollo Comunitario, Este Plan cubre el periodo de trabajo a partir del 1 de julio de 2020 hasta el 30 de junio de 2025 y también incluye el Plan de Acción Anual de la Ciudad de Berkeley que cubre el periodo a partir del 1 de julio de 2020 hasta el 30 de junio de 2021, y 2) el Plan de Acción Anual Enmienda Substancial #2 que cubre el periodo de trabajo del 1 de julio 2019 hasta el 30 de junio 2020. El periodo para presentar comentarios públicos concluirá el 9 de febrero de 2020 durante la Audiencia Pública ante el Concejo Municipal.

El Plan Consolidado permitirá a la Ciudad de Berkeley recibir y administrar fondos adicionales de la beca de desarrollo comunitario de coronavirus (CDBG-CV) del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos en la cantidad de $891,121, estos fondos están disponibles por medio del Acta de Ayuda, Mitigación y Seguridad Económicas (CARES Act siglas en inglés).

La Enmienda del Plan de Acción Anual es para mover fondos de Vivienda y Desarrollo Comunitario de rehabilitación de instalaciones públicas a rehabilitación de viviendas.

La Ciudad de Berkeley y todas las jurisdicciones que reciben ciertos tipos de fondos federales tienen como requisito presentar un Plan Consolidado y Planes de Acción Anual y enmiendas del mismo al departamento de Vivienda y Desarrollo Urbano (HUD). El Plan Consolidado enumera las necesidades y metas en las áreas de vivienda, indigencia, desarrollo comunitario y necesidades especiales que sirve como referencia para el uso de fondos federales en estas áreas. El Plan de Acción Anual de la Ciudad de Berkeley presenta la propuesta para financiar servicios comunitarios y de vivienda.

El borrador del Plan Consolidado, enmienda No. 2, y el Plan de Acción Anual Enmienda #2 estarán disponibles en la página electrónica http://www.cityofberkeley.info/ContentDisplay.aspx?id=12183.

Todos los comentarios escritos deben ser enviados a los correos electrónicos de la representante de la Ciudad rbabka@cityofberkeley.info Y a la oficina del CPD CPD_COVID-19Waiver@HUD.gov. Los comentarios serán recibidos hasta el 9 de febrero del 2021 a las 5:00 pm.

Para más información sobre este plan y su enmienda favor contactar a Rhianna Babka, (correo electrónico: rbabka@cityofberkeley.info) en el Departamento de Salud, Vivienda y Servicios Comunitarios localizado en la dirección 2180 Calle Milvia, 2do piso, Berkeley, CA 94704.

La audiencia pública se llevará a cabo el 9 de febrero del 2021 a las 6:00 pm virtualmente conforme a la Orden Ejecutiva N-29-20 emitida por el Gobernador Newsom. Copia de la agenda y los materiales que serán discutidos durante la audiencia estarán disponibles en la página electrónica de la ciudad https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx, una vez que la agenda sea publicada, incluirá un enlace para conectarse a la videoconferencia usando la tecnología Zoom.

伯克萊市
公眾視訊聽證會通知
及
計劃評論徵求
關於市政府的年度行動之綜合計劃書（2020-2025年）第二輪修正案 – 《CARES法案》及2019日曆年（2020財政年度）年度行動計劃第二輪修正案

由星期五，2021年1月8日開始，在30天期間，
伯克萊市政府將歡迎公衆人士對以下的第二輪修正案加以檢討及評論：

1) 伯克萊市政府的年度行動之綜合計劃書的第二輪修正案。本綜合計劃書之修正案涵括五個財政年度（由2020年7月1日至2025年6月30日）。此外，本计划还包括市政府2021財政年度(由2020年7月1日至2021年6月30日)制定的經費運用計劃。
2) 2019日曆年（2020財政年度）年度行動計劃第二輪修正案涵蓋2019年7月1日至2020年6月30日期間的資金。

評論期將於2021年2月9日在市議會前舉行的公開聽證會結束。

以上的第一個專案將允許伯克萊市接收和管理附加社區發展經費之新冠病毒項目（CDBG-CV）-約八十九萬一千美元
($891,121.00)。以上資金來自美國聯邦政府住房和城市發展部門（HUD）
應對病毒援助救濟和經濟安全法（《CARES法案》）。

以上的第二個專案將允許伯克萊市於2019日曆年年度行動計劃修正案是將社區發展區塊贈款（CDBG）資金從公共設施修復轉向住房重建。

伯克利市，以及任何其他接受此類型聯邦資金的所有司法管轄區，
均需提交年度行動之綜合計劃書于HUD。本綜合计划概述了伯克萊市在住房，无家可归，社区发展和非无家可归的特殊需求領域的需求和目标，以作为在这些领域使用联邦资金的框架。
与此同时伯克利市年度行动计划也介绍了该市为住房和社区服务提供资金的计划。

CARES法案资金可在”符合”CDBG和ESG全国性目标条件的前提下被用於预防，準備和應對冠状病毒（COVID-19）之共領。 合格的CDBG-CV活動包括，但不限於，公共服務和公共設施改善，以支持符合條件的低收入家庭應對COVID-19。

上述兩個項目的計劃草案可在互聯網上通過http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160進行公開審查。

所有書面意見請通過電子郵件同時郵寄於 rbabka@cityofberkeley.info 和 CPD_COVID-19Waiver@HUD.gov。 所有書面評論必須在2020年2月9日下午五時之前收到。

市民如有意諮詢， 請聯絡房屋及社區服務部 Rhianna Babka
小姐，電郵地址：rbabka@cityofberkeley.info。伯克萊市房屋及社區服務部，地址：2180 Milvia St., 2nd Floor, Berkeley, CA 94704。

根据加州州长纽森（Gavin Newsom）于二零二零年三月十七日发布的N-29-20行政命令第三條規定，本次市議会聽證會将仅通过视频会議将在2021年2月9日下午6:00舉行。

在會議之前，
該聽證會議程材料的副本可在市議會議程網頁上找到：https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx。**議程材料的副本發布後，本次會議的議程將包括一個使用Zoom video技術的公眾參與鏈接。**

發佈時間：2021年1月8日，伯克利之聲

BV 6539870 January 8, 2021

PY19 City of Berkeley Annual Action Plan Amendment #2

Summary of Citizen Participation Outreach & Comments

Including the February 9, 2021 Virtual Public Hearing

	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
February 9, 2021 Virtual Public Hearing & public noticing	Newspaper posting in Berkeley Voice on January 8, 2021	General Public	No written comments received. Over 100 persons in attendance at the February 9, 2021 Berkeley City Council hosted virtual Public Hearing.	No written comments received. Five members of the public spoke at the February 9, 2021 public hearing on the **Substantial Amendment #2 to the PY2019 Annual Action Plan** in front of the City Council. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations.	All comments accepted and none resulted in changes to the Amendment.
	City of Berkeley Community Calendar	General Public			
	Electronic flyer email distribution on January 28, 2021	City of Berkeley Libraries			
	Electronic flyer email distribution on January 28, 2021	City of Berkeley Commissions			
	Electronic flyer email distribution on January 28, 2021	EveryOne Home – Alameda County Homeless Continuum of Care			
	Electronic flyer email distribution on January 28, 2021	Local Businesses			
	Electronic flyer email distribution on January 28, 2021	Local Affordable Housing Developers			
	Electronic flyer email distribution on January 28, 2021	Faith-based Organizations			
	Electronic flyer distributed to BHA on January 28, 2021 Physical mailer to BHA residents not available during designated timeframe and COVID-19	Public Housing Residents			
	Electronic flyers distributed to Recreation Centers on	South & West Berkeley			

	January 28, 2021				
	Electronic flyers distributed to Affordable Housing Development on January 28, 2021	Residents of Affordable Housing			
	Electronic flyers distributed to over 50 non-profit agencies serving low-income people on January 28, 2021	Low-income Population, including seniors and persons with disabilities			
	Electronic flyers at two Berkeley Senior Centers on January 28, 2021	Seniors			

Add public notice and summarized comments for sub3 as attachments

CITY OF BERKELEY

CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

2020-2025

and Annual Action Plan for Program Year 2020

AMENDMENT #~~3~~5

for the U.S. Department of Housing and Urban Development San Francisco Field Office of Community Planning and Development

~~NOVEMBER 2021~~JULY, 2024

Table of Contents

Executive Summary 5

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 5

The Process 11

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b) 11

PR-10 Consultation - 91.100, 91.200(b), 91.215(l) 12

PR-15 Citizen Participation 17

Needs Assessment 30

NA-05 Overview 30

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c) 31

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2) 41

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2) 47

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2) 53

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2) 55

NA-35 Public Housing – 91.205(b) 57

NA-40 Homeless Needs Assessment – 91.205(c) 61

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d) 65

NA-50 Non-Housing Community Development Needs – 91.215 (f) 69

Housing Market Analysis 71

MA-05 Overview 71

MA-10 Number of Housing Units – 91.210(a)&(b)(2) 72

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a) 78

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a) 84

MA-25 Public and Assisted Housing – 91.210(b) 89

MA-30 Homeless Facilities and Services – 91.210(c) 91

MA-35 Special Needs Facilities and Services – 91.210(d) 97

MA-40 Barriers to Affordable Housing – 91.210(e) 100

MA-45 Non-Housing Community Development Assets – 91.215 (f) 105

MA-50 Needs and Market Analysis Discussion 114

Strategic Plan 116

SP-05 Overview 116

SP-10 Geographic Priorities – 91.215 (a)(1) 117

SP-25 Priority Needs - 91.215(a)(2) 118

SP-30 Influence of Market Conditions – 91.215 (b) 123

SP-50 Public Housing Accessibility and Involvement – 91.215(c) ..... 139~~138~~

SP-55 Barriers to affordable housing – 91.215(h) ..... 140~~139~~

SP-60 Homelessness Strategy – 91.215(d) ..... 142~~141~~

SP-65 Lead based paint Hazards – 91.215(i) ..... 145~~144~~

SP-70 Anti-Poverty Strategy – 91.215(j) ..... 147~~146~~

SP-80 Monitoring – 91.230 ..... 149~~148~~

Expected Resources ..... 151~~150~~

AP-15 Expected Resources – 91.220(c)(1,2) ..... 151~~150~~

Annual Goals and Objectives ..... 155~~154~~

Projects ..... 159~~158~~

AP-35 Projects – 91.220(d) ..... 159~~158~~

AP-38 Project Summary ..... 160~~159~~

AP-50 Geographic Distribution – 91.220(f) ..... 168~~167~~

Affordable Housing ..... 169~~168~~

AP-55 Affordable Housing – 91.220(g) ..... 169~~168~~

AP-60 Public Housing – 91.220(h) ..... 170~~169~~

AP-65 Homeless and Other Special Needs Activities – 91.220(i) ..... 171~~170~~

AP-75 Barriers to affordable housing – 91.220(j) ..... 174~~173~~

AP-85 Other Actions – 91.220(k) ..... 175~~174~~

Program Specific Requirements..... 181~~180~~

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Eligible state and local governments receive annual block grants for community development and affordable housing from the U.S. Department of Housing and Urban Development (HUD). These grants include the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grant (ESG). For each program, HUD regulations allow for a broad range of eligible activities. The state or local governments determine which of the eligible activities will best serve the needs of their community. In order to determine the most pressing needs and develop effective, place-based market-driven strategies to meet those needs, HUD requires grantees to develop a Consolidated Plan (Plan).

This Plan by the City of Berkeley lays out the City's overall investment strategies for the City's use of federal entitlement grant funds for affordable housing, homelessness, addressing poverty, and community development from July 1, 2020, through June 30, 2025. For each year of the Consolidated Plan, the City must also produce an Annual Action Plan. The First- Year Annual Action Plan for the period July 1, 2020 through June 30, 2021 is attached to this Consolidated Plan. Please note that throughout the Consolidated Plan and Annual Action Plan, the terms "fiscal year" and "program year" are both used. The period from July 1, 2020 through June 30, 2021 is the City's fiscal year (FY) 2021 and HUD's program year (PY) 2020.

This Plan has been amended to include CARES Act funds. The City of Berkeley has received a CARES Act allocation from HUD in the amounts of $2,501,926 in CDBG-CV1&3 and $6,648,603 in ESG-CV1&2 to help prevent, prepare for, and respond to the impacts of the coronavirus.

The Plan was prepared in accordance with HUD's Office of Community and Planning Development (CPD) eCon Planning Suite which was introduced in 2012. Since that time, HUD requires grantees submit their Consolidated Plan and First-Year Annual Action Plan using the Consolidated Plan template through the Integrated Disbursement and Information System (IDIS), their nationwide database. Most of the data tables in the Plan are populated with default data from the U.S. Census Bureau, specifically 2011-2015 American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS) data. Other sources of data are noted throughout the Plan.

The Plan is divided into six sections:

- Executive Summary
- The Process
- Needs Assessment
- Market Analysis

- Strategic Plan
- First-Year Action Plan

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Berkeley has set an ambitious array of goals for the use of its federal entitlement grant resources. The priority needs of the City are affordable housing, non-housing community development, and homelessness. The City has three goals to address those priority needs:

- Increase affordable housing supply and quality;
- Improve public facilities and public services; and
- Provide homeless services including prevention, emergency shelter, outreach and rapid re-housing.

The City of Berkeley has long placed a high priority on affordable housing and community services because they reflect important community values. The City is committed to maintaining high-quality programs for those in need but faces challenges due to insufficient resources to meet those needs. The City of Berkeley has been able to backfill some of the ongoing reductions in federal funding for affordable housing and critical community services. Local investments, however, do not begin to meet the dire need for more affordable housing and a more robust social safety need to prevent and end homelessness. At the same time, the ESG, HOME, and CDBG programs come with considerable administrative requirements, all of which impact the City's ability to address all the many needs identified.

In response to COVID-19 and CARES Act funding, the City add a fourth goal to the Substantial Amendment #1:

- Prevent, prepare for, and respond to COVID-19

3. Evaluation of past performance

The City tracks single family and multi-family housing rehabilitation and development efforts. Outcomes for all federally funded community agency programs are also tracked and prior outcomes are used to inform funding decisions. The City also uses countywide Homeless Count and program outcome data to inform its goals on homelessness.

4. Summary of citizen participation process and consultation process

A public hearing in front of the Housing Advisory Commission was held on November 7, 2019 on the Draft *Regional Analysis of Impediments*. This public hearing was noticed in the *Berkeley Voice* on October 25, 2019.

Specific outreach regarding the Draft *Regional Analysis of Impediments* public hearing was accomplished via mailings to interested parties, which include individuals, the Alameda County Homeless Continuum of Care, community agencies serving low income people, and postings at public buildings such as recreation centers, senior centers, libraries and other government buildings. The draft report was also posted on the City's website and made available at the Department office and the Main Library.

An additional public hearing on community needs was held on November 7, 2019 in front of the Housing Advisory Commission specifically to inform the Consolidated Plan. The November 7, 2019 public hearing on community needs was noticed in the *Berkeley Voice* on November 1, 2019.

Draft copies of the Plan were presented to the Housing Advisory Commission on January 9, and February 6, 2020. A public comment period was opened on March 27, 2020 and concluded on May 1st, 2020 after the public hearing. A public hearing on the Plan was held on April 28, 2020 before the Berkeley City Council. An announcement regarding the public hearing and public comment period were published in the Berkeley Voice on March 27, 2020. The announcement stated where to locate the publically available Plan, the dates of the public comment period, and a summary of key elements of the Plan. The announcement also included information in Spanish and Chinese languages regarding how to obtain information about the Plan. The announcement was republished on April 24, 2020 to notify the public how to participate virtually in the public hearing during the COVID-19 Shelter in Place order and also included all the above mentioned information.

Additional outreach was accomplished via mailings to interested parties, which include individuals, the Alameda County Homeless Continuum of Care, community agencies serving low income people. Due to the COVID-19 Shelter in Place order many of the usual public buildings where the public hearing notice is posted were closed. Those included recreation centers, senior centers, libraries and other government buildings. The draft Plan was also posted on the City's website.

Amendment #1 Public Participation processes for the COVID-19 response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- A public hearing on the Substantial Amendment was held in front of Berkeley City Council on September 15, 2020. This public hearing was noticed in the *Berkeley Voice* on August 28, 2020.
- A revised pubic notice of the Substantial Amendment that included the HUD SFCPD email address was posted in the Berkeley Voice on October 23, 2020 for an additional 5-day public comment period.

Amendment #2 Public Participation processes for the COVID-19 response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and

- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- A public hearing on the Substantial Amendment was held in front of Berkeley City Council on February 9, 2021. This public hearing and comment period was noticed in the *Berkeley Voice* on January 8, 2021.

Amendment #3 Public Participation processes for the COVID-19 response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- The comment period was noticed in the *Berkeley Voice* on November 19, 2021.

Amendment #4

- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan for changes to ESG-CV only.

Amendment # 5 public participation were as follows:

- to be added

5. Summary of public comments

Two public hearings were held on November 7, 2019 before the Housing Advisory Commission. One to review the Draft *Regional Analysis of Impediments*, and the second on the PY18 CAPER and hear from the community on community needs. An additional public hearing on the Plan was held on April 28, 2020 before the Berkeley City Council. Additional outreach for the three public hearings was sent via the distribution lists and noticing methods mentioned above.

Three members of the public were present, and one spoke, at the November 7, 2019 public hearing on the Draft Analysis of Impediments. Comments from the public and commissioners included dedicating additional City staff resources to monitor and enforce Berkeley's ordinance regarding source of income discrimination and to administer the City's fair housing efforts, consider supporting countywide or state efforts to develop and implement just cause eviction regulations, vacancy rates for new housing developments, and community input on development plans in Berkeley's R/ECAPs. During the Draft *Regional Analysis of Impediments* public comment period of October 28, 2019 through December 12, 2019 no written comments were received by the City of Berkeley.

Four members of the public were present, and none spoke, at the November 7, 2019 public hearing on community needs. Comments from the commissioners included dedicating additional City staff

resources to monitor and enforce Berkeley's ordinance regarding source of income discrimination and to administer the City's fair housing efforts.

During the Housing Advisory Commission meetings on January 9, and February 6, 2020 no members of the public commented on the Plan. Comments from commissioners during these two meetings included the chosen paper of publication for the public hearings, possible Council considerations for ordinances that may impact affordable housing units, protections should be put into place, homeless being expensive and additional non-HUD funded strategies may have more success locally, current affordable housing fees and requirements do not support the demand for affordable housing, ensure outreach to the South West Berkeley community.

No members of the public spoke at the April 28, 2020 public hearing. This hearing was held virtually due to COVID-19. During the Plan's public comment period of March 27, 2020 through May 1, 2020, no written comments were received.

Four members of the public spoke at the September 15, 2020 public hearing on **Substantial Amendment #1 to the 2020 Con. Plan to include CARES Act fund** in front of the City Council. Comments included support for draft allocation of funds especially for 1) vulnerable populations, specifically homeless and seniors, and 2) hotel and other housing acquisition. City Council had a robust discussion on that focused on support for this and other opportunities to create housing for the homeless (individuals and families) and homeless prevention especially in coordination with Alameda County.

No written comments were received on the Substantial Amendment #1 from either the August or October public noticing.

Five members of the public spoke at the February 9, 2021 public hearing on the **Substantial Amendment #2 to the 2020 Consolidated Plan to include CARES Act funds** in front of the City Council. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations. No written comments were received on the Substantial Amendment #2 from the public noticing.

Three written comments were received on **Amendment #3**. Two expressed a preference for keeping funds in Rapid Rehousing over shelter and outreach activities. The third comment requested that no one be evicted from their homes due to deferred maintenance and that City funds should support local hires to bring homes into code compliance with a preference for owner-occupied homes.

No comments were received for Amendment #4.

Amendment #5 Public Participation response were as follows

- To be added

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted. Additional resources could enhance City-administered programs as noted in the summary of public comments above. It would take additional federal or location funding, however, which are currently not available.

All comments from all plans and subsequent amendments

- For Amendment #3 all comments were considered and with limited resources the City has already allocated more than $2.1 million in federal funds for rapid rehousing that shall be spent by 9/30/22. In addition to federal funds, the City allocates local funds towards rental assistance to support permanent housing placements and rehabilitation for owner-occupied housing. The reallocation to emergency shelters is to extend 24/7 operations so people can continue to shelter in place during the day and receive a mid-day meal, as needed, in order to limit community contact and possible spread of COVID-19. All Berkeley shelters have reduced census to comply with 6' social distancing requirements, require staff and participants to wear masks at all times, have increased cleaning and disinfecting schedules and conduct daily COVID symptom checks.
- Amendment #4: no comments were received.
- Amendment #5: to be added.

7. Summary

N/A.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BERKELEY	Health, Housing and Community Services Department
HOME Administrator	BERKELEY	Health, Housing and Community Services Department
ESG Administrator	BERKELEY	Health, Housing and Community Services Department

Table 1 – Responsible Agencies

Narrative

The Health, Housing and Community Services (HHCS) Department is the lead agency for overseeing the development of the plan. The Housing and Community Services Division coordinates the City's funding allocation process and monitoring for community based organizations, administration of the Housing Trust Fund, and operation of other housing and community services programs such as the Shelter Plus Care Program, and Senior and Disabled Home Rehabilitation Loan Program. The Department also includes the Environmental Health, Mental Health, Public Health, and Aging Services divisions, all of which provide direct services to the community.

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process requires jurisdictions to reach out to and consult with other public and private agencies when developing the plan. The Plan includes a summary of the consultation process and information on agencies that participated in the process.

COVID-19 specific consultation included consultation with surrounding jurisdictions, County-wide coordination, and local needs based on on-going stakeholder input during the City's budgeting and COVID response period.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Berkeley coordinates housing and community services activities provided by the HHCS department through regular senior staff meetings and other specific coordination meetings. City staff also participates in the implementation of EveryOne Home, the countywide plan to end homelessness. EveryOne Home, which is also the name of the agency – a private non-profit entity, coordinates Alameda County's Continuum of Care. City of Berkeley staff will continue to participate in the EveryOne Home's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations. Leadership Board membership helps to coordinate efforts across the county. Staff also participates in other committees composed of other funders (such as Alameda County Behavioral Health Care Services and the Social Services Agency) as well as many community based organizations. Recent countywide collaboration efforts include the implementation of Alameda County's Coordinated Entry System and Whole Person Care Project, the adoption of countywide homeless program outcomes that align with HUD's System Performance Measures, the 2019 homeless survey and count, and the ongoing implementation of Home Stretch, the centralized process that matches prioritized chronically homeless individuals to permanent supportive housing opportunities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Berkeley, in coordination with the City of Oakland, Alameda County Housing and Community Services Department, and EveryOne Home, participates in Alameda Countywide Continuum of Care OC) efforts. City of Berkeley staff participate in many COC subcommittees, including the Continuum of Care Committee and Systems Coordination Committee. These Committees meet monthly and are responsible for the ongoing design and implementation of Alameda County's Coordinated Entry System,

including the establishment of regional Housing Resource Centers (HRCs), a standardized assessment tool, the Alameda County Housing Crisis Response System Manual, and the permanent supportive housing (PSH) matching process called HomeStretch. The HRCs utilize the standardized assessment tool to determine which resources to offer unhoused residents including housing navigation services, rapid rehousing financial assistance, shelter and transitional housing, and, for the chronically homeless, permanent supportive housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

City staff will continue to participate in the implementation of EveryOne Home, the countywide plan to end homelessness. EveryOne Home, the agency, spearheads Alameda County's Continuum of Care. Staff will continue to participate in the initiative's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations. Leadership Board membership helps coordinate efforts across the county. Specific activities will include:

- Membership in the Leadership Board, which guides the organization's activities;
- Continued participation in reviewing county-wide outcomes; and
- Involvement in the committee charged with oversight of research, evaluation, and compliance with HUD requirements for the Continuum of Care.

City of Berkeley staff also participate in the HMIS Oversight and Result Based Accounting Committees. These committees established new system performance measures (SPM) based on HUD priorities. These SPMs have been incorporated in City of Berkeley contracts that govern Berkeley funding homeless services.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	City of Berkeley Housing Advisory Commission
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Draft copies of the plan were presented to the Housing Advisory Commission (HAC) at their January and February 2020 meetings for comments.
3	**Agency/Group/Organization**	Homeless Commission
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Commission provides their expertise and recommendations for funding for community agencies including the portion of CDBG public services funding that supports the homeless population.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No Agency Types were knowingly excluded.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
EveryOne Home Plan	EveryOne Home (Alameda County's Continuum of Care)	The EveryOne Home Strategic Update Report, the countywide plan to end homelessness, was adopted by the City in 2019. Berkeley's activities to end homelessness, including those supported by federal monies as articulated in this plan, align with the EveryOne Home Plan.
Housing Element 2015-2023	City of Berkeley	The Housing Element addresses housing production and preservation in the City of Berkeley and includes issues related to affordable housing that overlap with this report's goal to increase affordable housing supply and quality.
Health Status Report of 2018	Health, Housing, and Community Services; Public Health Division	The goal of the Health Status Report is to provide a picture of the health status of people living in Berkeley. The report helps define goals and objectives for improving Berkeley's healthy by reducing and eliminating health inequities in Berkeley, which includes assessing and addressing the social determinants of health. The Health Status Report highlights overlapping health and housing needs for low-income individuals that are addressed in the Consolidated Plan.
2020 Vision	Collaboration between various local agencies	Berkeley's 2020 Vision: Equity in Education is a collective impact initiative that strives to eliminate racial disparities in academic achievement in Berkeley's public schools. This citywide partnerships seeks to close Berkeley's educational "opportunity gap" through a shared community commitment to this goal: that all young people in Berkeley grow up with equitable opportunities to achieve high outcomes and realize their full potential. Four core institutional partners oversee Berkeley's 2020 Vision: the City of Berkeley, BUSD, Berkeley City College (BCC), and the University of California at Berkeley (UC Berkeley). Public agency, education, nonprofit, and other partners lend content expertise, shape the direction of this initiative, and represent the students and families they serve. This is consistent with goals of reducing inequities and increasing economic opportunities for Berkeley residents. The Consolidated Plan works toward these shared goals by supporting housing and public services for low-income residents.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Age-Friendly Berkeley Action Plan	Health, Housing, and Community Services; Aging Division	This report focuses on the aging population in Berkeley and the fact that the vast majority of older adults want to age in their homes and local Berkeley community. The Age-Friendly Berkeley initiative helps prepare Berkeley for its rapidly aging population by gathering input from the community and pulling together public and private leaders, resources, ideas, and strategies to address the issues raised. Age-Friendly Berkeley is a collective effort whose goal is to ensure that all Berkeley residents are connected, healthy, and engaged in their environments. The Consolidated Plan speaks directly to affordable housing goals that support low-income persons, specifically including seniors and persons with disabilities.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

EveryOne Home, described above under the Continuum of Care question, is an important venue for coordination with other units of local government in Alameda County on the issue of homelessness. Most affordable housing developments in Berkeley receive other public funding, most typically Low Income Housing Tax Credits, but also other County and State programs, such as No Place Like Home funding for affordable housing for mentally disabled residents. The Housing & Community Services Division works with both the City's Mental Health Division and the Alameda County Health Care Services Agency to take advantage of No Place Like Home funding to support the creation of additional permanently affordable units for unhoused residents on the Home Stretch list.

Narrative (optional):

N/A.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

This plan was developed with citizen participation consistent with the City's adopted Citizen Participation Plan (available at: https://www.cityofberkeley.info/uploadedFiles/Housing/Level_3_-_General/CitizenParticipationPlan_5_12_2012_FINAL.pdf).

Two public hearings were held on November 7, 2019 before the Housing Advisory Commission to receive input from Berkeley residents on 1) the Draft *Regional Analysis of Impediments* to Fair Housing Choice, and 2) Berkeley's housing and community development needs.

The public hearing on the *Regional Analysis of Impediments* to Fair Housing Choice began with a presentation summarizing the draft report. Three members of the public were present, and one spoke, at the November 7, 2019 public hearing on the Draft Analysis of Impediments. Comments from the public and commissioners included dedicating additional City staff resources to monitor and enforce Berkeley's ordinance regarding source of income discrimination and to administer the City's fair housing efforts, consider supporting countywide or state efforts to develop and implement just cause eviction regulations, vacancy rates for new housing developments, and community input on development plans in Berkeley's R/ECAPs. During the Draft *Regional Analysis of Impediments* public comment period of October 28, 2019 through December 12, 2019 no written comments were received by the City of Berkeley.

The community needs hearing began with a presentation summarizing the use of federal funds in PY18. Four members of the public were present, and none spoke, at the November 7, 2019 public hearing on community needs. There were no comments from the public but a commission comment addressed additional in-house City-supported enforcement of both Fair Housing and source of income discrimination.

The draft Consolidated Plan was shared with the Housing Advisory Commission on January 9, and February 6, 2020. Comments during these two meetings included the chosen paper of publication for the public hearings, possible Council considerations for ordinances that may impact affordable housing units, protections should be put into place, homeless being expensive and additional non-HUD funded strategies may have more success locally, current affordable housing fees and requirements do not support the demand for affordable housing, ensure outreach to the South West Berkeley community.

A public comment period was opened on March 27, 2020 and concluded on May 1st, 2020 after the public hearing at the April 28, 2020 Berkeley City Council meeting. An announcement regarding the public hearing and public comment period were published in the Berkeley Voice on March

27, 2020. The announcement stated where to locate the publically available Plan, the dates of the public comment period, and a summary of key elements of the Plan. The announcement also included information in Spanish and Chinese languages regarding how to obtain information about the Plan. The announcement was republished on April 24, 2020 to notify the public how to participate virtually in the public hearing during the COVID-19 Shelter in Place order and also included all the above mentioned information.

Additional outreach for the draft Plan comment period and public hearing was accomplished via mailings to interested parties on the Health, Housing and Community Services Department outreach lists, which include interested individuals, a mailing to Berkeley Housing Authority consumers, community agencies serving low-income people. Due to the COVID-19 Shelter in Place order many of the usual public buildings where the public hearing notice is posted were closed. Those included recreation centers, senior centers, libraries and other government buildings. The draft Plan was also posted on the City's website. The final plan, once adopted and accepted by HUD, will be posted on the City's website.

No members of the public spoke at the April 28, 2020 public hearing. This hearing was held virtually due to COVID-19. During the Plan's public comment period of March 27, 2020 through May 1, 2020, no written comments were received.

Substantial Amendment #1 Public Participation processes for the COVID-19 response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- A public hearing on the Substantial Amendment was held in front of Berkeley City Council on September 15, 2020. This public hearing was noticed in the *Berkeley Voice* on August 28, 2020.
- Four members of the public spoke at the September 15, 2020 public hearing on **Substantial Amendment #1 to the 2020 Con. Plan to include CARES Act fund** in front of the City Council. Comments included support for draft allocation of funds especially for 1) vulnerable populations, specifically homeless and seniors, and 2) hotel and other housing acquisition. City Council had a robust discussion on that focused on support for this and other opportunities to create housing for the homeless (individuals and families) and homeless prevention especially in coordination with Alameda County.
- No written comments were received on the Substantial Amendment #1 from either the August or October public noticing.

Substantial Amendment #2 Public Participation processes for the COVID-19 response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- A public hearing on the Substantial Amendment was held in front of Berkeley City Council on February 9, 2021. This public hearing was noticed in the *Berkeley Voice* on January 8,, 2021.
- Five members of the public spoke at the February 9, 2021 public hearing on the **Substantial Amendment #2 to the 2020 Consolidated Plan to include CARES Act funds** in front of the City Council. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations. No written comments were received on the Substantial Amendment #2 from the public noticing. No written comments were received on the Substantial Amendment #2 from the public noticing.

Amendment #3 Public Participation processes for the COVID-19 response were as follows:

- A draft of the Substantial Amendment was made available on the City's webpage; and
- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan; and
- The comment period was noticed in the *Berkeley Voice* on November 19, 2021.

Amendment #4 Public Participation processes for the ESG-CV response were as follows:

- Outreach and noticing to interested parties was conducted in accordance with the City's Citizen Participation Plan for changes to ESG-CV only.

Amendment #5 Public Participation process were as follows:

- To be added

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	One member of the public spoke at the November 7, 2019 public hearing on **community needs** in front of the Housing Advisory Commission.	City-supported enforcement of source of income is needed.	All comments were accepted. Additional resources could enhance City-administered programs as noted in the summary of public comments above. It would take additional federal or location funding, however, which are currently not available.	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	No members of the public spoke at the November 7, 2019 public hearing on the **Draft *Regional Analysis of Impediments*** in front of the Housing Advisory Commission.	Comments and discussion from the commissioners focused on additional enforcement needs for Fair Housing and source of income discrimination, concerns about vacancy rate of new developments in Berkeley, and alignment with development plans and community input within the R/ECAP areas.	All comments were accepted. Additional resources could enhance City-administered programs as noted in the summary of public comments above. It would take additional federal or location funding, however, which are currently not available.	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	No members of the public spoke on the **Consolidated Plan** at the January 9, 2020 in front of the Housing Advisory Commission.	One question was raised regarding the paper of publication.	Berkeley Voice, the paper of publication for notices is the newspaper of general circulation for the jurisdiction.	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	No members of the public spoke on the Consolidated Plan at the February 6, 2020 in front of the Housing Advisory Commission.	Discussion from the commissioners included possible Council considerations for ordinances that may impact affordable housing units, protections should be put into place, homeless is expensive and other non-HUD funded strategies may have more success locally, current affordable housing fees and requirements do not support the demand for affordable housing, ensure outreach to the South West Berkeley community.	All comments were accepted.	https://www.cityofberkeley.info/Housing_Advisory_Commission/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing (Virtual)	Non-targeted/broad community	No members of the public spoke at the April 28, 2020 virtual public hearing in front of the Berkeley City Council.	No comments on the content were received from the public or Council.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx

6	Public Hearing (Virtual)	Non-targeted/broad community	The September 15, 2020 virtual public hearing had over 100 persons in attendance and four members of the public commented in front of Berkeley City Council.	No written comments received. Comments included support for draft allocation of funds especially for 1) vulnerable populations, specifically homeless and seniors, and 2) hotel and other housing acquisition. City Council had a robust discussion on that focused on support for this and other opportunities to create housing for the homeless (individuals and families) and homeless prevention especially in coordination with Alameda County.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7.	Public Hearing (Virtual)	Non-targeted/broad community	The February 9, 2021 virtual public hearing had over a hundred persons in attendance and five members of the public commented in front of Berkeley City Council.	No written comments received. Comments included support for the rental assistance program and testing and vaccine program, especially for immigrant populations.	N/A	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx

8.	Public Noticing	Non-targeted/broad community	Three written comments on the amendment were received.	Two expressed a preference for keeping funds in Rapid Rehousing over shelter and outreach activities. The third comment requested that no one be evicted from their homes due to deferred maintenance and that City funds should support local hires to bring homes into code compliance with a preference for owner-occupied homes.	All comments were considered and with limited resources the City has already allocated more than $2.1 million in federal funds for rapid rehousing that shall be spent by 9/30/22. In addition to federal funds, the City allocates local funds towards rental assistance to support permanent housing placements and rehabilitation for owner-occupied housing. The reallocation to emergency shelters is to extend 24/7 operations so people can continue to shelter in place during the day and receive a	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
					mid-day meal, as needed, in order to limit community contact and possible spread of COVID-19. All Berkeley shelters have reduced census to comply with 6' social distancing requirements, require staff and participants to wear masks at all times, have increased cleaning and disinfecting schedules and conduct daily COVID symptom checks.	
9.	Public Noticing	Non-targeted/broad community	No comments on Amendment #4 were received.	N/A	N/A	https://berkeleyca.gov/sites/default/files/documents/6-6-23_CM_ESG-CVMemo.pdf

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10.	To be added – Amendment #5					

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment of the Consolidated Plan, in conjunction with information gathered through consultations and the citizen participation process, provides a clear picture of the jurisdiction's needs related to affordable housing, special needs housing, community development, and homelessness. The Needs Assessment includes the following sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

The Needs Assessment identifies those needs with the highest priorities which form the basis for the Strategic Plan section and the programs and projects to be administered throughout the Plan period. Most of the data tables in this section are populated with default data from the Comprehensive Housing Affordability Strategy (CHAS) developed by the Census Bureau for HUD based on 2011-2015 American Community Survey (ACS) Census. Other sources are noted throughout the Plan.

The City of Berkeley has and will continue to incur substantial costs and loss of revenue due to COVID-19. Additionally, the federal government recognizes that local governments are in need of economic relief and have, therefore, enacted the CARES Act to support much needed relief efforts. The City of Berkeley has received a CARES Act allocation from HUD in the amounts of $2,501,926 in CDBG-CV1&3 and $6,648,603 in ESG-CV1&2 to help prevent, prepare for, and respond to the impacts of the coronavirus.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

As defined by HUD, housing problems include:

- Units lacking a complete kitchen or plumbing facilities;
- Housing cost burden of more than 30 percent of the household income (for renters, housing costs include rent paid by the tenant plus utilities and for owners, housing costs include mortgage payments, taxes, insurance, and utilities);
- Severe housing cost burden of more than 50 percent of gross income; and
- Overcrowding which is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms.

The following income categories are used throughout the Plan:

- Extremely low: households with income less than 30 percent of area median income (AMI)
- Very low: households with income between 30 and 50 percent of AMI
- Low: households with income between 51 and 80 percent of AMI
- Moderate: households with income between 81 and 120 percent of AMI
- Above moderate: households with income above 120 percent of AMI

Based on the data presented in tables below from CHAS, there are 117,385 people residing in the City of Berkeley comprising 45,915 households. Of these households, 20,175 households (or 43.9 percent) are considered "low income" per HUD definitions (under 80 percent of Area Median Income). According to the 2013-2017 American Community Survey (ACS) 5-year Estimates, which counts 45,515 households and a population of 120,179, 42.9 percent of occupied housing units are owner-occupied and 57.1 percent are renter-occupied. The CHAS data below shows that approximately 13,984 renter-households and 3,520 owner-households have some type of housing problem. That is equivalent to 38.1 percent of the households in the City of Berkeley. The vast majority of households in Berkeley with a housing problem have a housing affordability problem. According to the ACS, of the occupied units paying rent, 56.1 percent are paying 30 percent or more of their income in gross rent. Overcrowding and substandard units are far less common, according to Census data.

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	112,580	117,385	4%
Households	40,079	45,915	15%
Median Income	$59,097.00	$66,237.00	12%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table – HUD Area Median Family Income (HAMFI)

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	10,865	4,575	4,735	4,015	21,730
Small Family Households*	1,490	980	1,165	980	9,500
Large Family Households**	95	140	65	145	720
Household contains at least one person 62-74 years of age	1,790	905	785	550	5,605
Household contains at least one person age 75 or older	1,134	565	520	400	2,025
Households with one or more children 6 years old or younger	430	205	184	329	2,440

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

*4 persons or less

**5 persons or more

Source: "Chas Table Summary" Page 2
https://www.huduser.gov/portal/datasets/cp/CHAS/2007Data/CHAS%20table%20summary.doc

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	185	75	75	15	350	20	0	0	0	20
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	245	55	45	35	380	0	0	10	0	10
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	275	120	55	10	460	0	10	15	20	45
Housing cost burden greater than 50% of income (and none of the above problems)	5,785	1,320	480	60	7,645	860	615	455	340	2,270

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	865	1,135	1,400	680	4,080	175	210	325	350	1,060
Zero/negative Income (and none of the above problems)	1,050	0	0	0	1,050	115	0	0	0	115

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	6,485	1,570	655	120	8,830	875	625	475	360	2,335
Having none of four housing problems	2,045	1,830	2,535	2,435	8,845	290	545	1,070	1,100	3,005
Household has negative income, but none of the other housing problems	1,050	0	0	0	1,050	115	0	0	0	115

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,040	630	365	2,035	190	195	300	685
Large Related	75	105	10	190	0	10	15	25
Elderly	1,375	269	165	1,809	610	485	350	1,445
Other	4,705	1,625	1,435	7,765	235	130	120	485
Total need by income	7,195	2,629	1,975	11,799	1,035	820	785	2,640

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	860	300	60	1,220	180	165	190	535
Large Related	50	30	10	90	0	10	0	10
Elderly	950	95	45	1,090	465	320	190	975
Other	4,350	950	375	5,675	215	120	75	410
Total need by income	6,210	1,375	490	8,075	860	615	455	1,930

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	175	125	60	45	405	0	10	20	20	50
Multiple, unrelated family households	0	0	0	0	0	0	0	4	0	4

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	380	50	50	0	480	0	0	0	0	0
Total need by income	555	175	110	45	885	0	10	24	20	54

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available

Table 12 – Crowding Information – 2/2

Data Source Comments: No data available.

Describe the number and type of single person households in need of housing assistance.

The 2013-2017 ACS showed that of 45,515 households, 34.2 percent (or 15,571 households) are single-person households. Among all households over 65 years old, 45.6 percent are living alone. Among all renters, householders living alone make up 41.7 percent, with single householders 65 years and older making up nearly nine percent (8.8%) of renters. Within owner occupied housing units, 24.2 percent are single person households with single householders 65 years and older making up 13.5 percent of owner occupied housing units.

Compared to the average household (in Berkeley it is 2.5 people), a single-person household will likely pay a larger portion of their income on housing. This is not surprising given the high cost of housing in Berkeley and in the Bay Area generally. According to the January 2019 *Homeless Count and Survey* conducted by Applied Survey Research on behalf of the City, as a part of Alameda County's EveryOne Home effort (http://everyonehome.org/wp-content/uploads/2019/09/2019HIRDReport_Berkeley_2019-Final.pdf), there were 1,057 individuals who were single households and experiencing homelessness out of the total count of 1,108 individuals.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

The Berkeley Housing Authority (BHA) currently has 1,495 Housing Choice Vouchers with a HAP contract and according to the BHA, 60 percent of the vouchers are utilized by families with disabilities (see NA-35

below). When the waiting list for the Housing Choice Voucher program was opened in 2010, approximately 37,000 people applied. Twenty percent of applicants, or 7,400 people, indicated on their application that they had a disability. The percentage of current voucher holders with disabilities and the number of applicants with disabilities underscore the large demand of affordable housing for families with disabilities. Annually, approximately 2-4 victims of domestic violence, dating violence, sexual assault or stalking victims are assisted by BHA staff, by implementation of the VAWA Plan.

According to the previously referenced Berkeley *Homeless Count and Survey*, a history of domestic violence and partner abuse can be the primary cause of homelessness. Victims of domestic violence have a great risk of becoming homeless and experiencing poverty. According to the Family and Youth Services Bureau (https://www.acf.hhs.gov/fysb/resource/dv-homelessness-stats-2016), this is likely tied to a high need for services, including housing and financial support, and the lack of commensurate housing and financial resources available. The lack of affordable housing in the City likely makes it difficult for victims of domestic violence to leave their violent homes, so it is plausible that they are more likely to move to an overcrowded unit or into a homeless shelter than those not experiencing domestic violence. Five percent of the 2019 *Homeless Count and Survey* respondents in Berkeley reported currently experiencing domestic violence or abuse, compared to six percent of respondents in Alameda County. Twenty-five percent of the 2019 *Homeless Count and Survey* respondents in Berkeley reported a history of experiencing physical, emotional or sexual abuse by a relative or by a person with whom they have lived. The City has seen an increase in domestic violence-related calls for assistance to the Berkeley Police Department. From 2009-2016, there was an average of 169 domestic violence-related calls per year while the most recent data (2017-2018) shows an average of 224 domestic violence-related calls per year (State of California Department of Justice, http://oag.ca.gov/crime/cjsc/stats/domestic-violence). The recent increase likely means more families will require housing assistance in order to safely relocate.

What are the most common housing problems?

The most common housing problems are cost burdens for both renters and homeowners. According to the data above, a housing cost burden of greater than 50 percent of income affects 5,785 of renter households in the lowest income range (0-30 percent AMI). In total, housing cost burden greater than 50 percent of income affects 10,005 households (8,075 rental and 1,930 homeowner).

Are any populations/household types more affected than others by these problems?

Renters, in most income categories, are more affected by housing cost burdens than homeowners and thus, have the greatest needs. The 2013-2017 ACS data shows that 56.8 percent of renters are paying 30 percent or more of household income on housing compared to 35.1 percent of homeowners. The largest renter group experiencing housing cost burdens are unrelated and non-elderly households while the owner group most burdened by housing costs are elderly households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the CHAS data, there are 430 households with one or more children 6 years or younger in the extremely low income category, 205 households in the very low income category, and 184 households in the low income category. These numbers represent declines in those populations from the last Consolidated Plan, with 83 fewer in the extremely low income category, 119 fewer in the very low income category, and 196 fewer in the low income category. These households, while in decline, are at higher risks of homelessness, especially the extremely low income group, due to their limited income and the City's high housing cost burden. Low income families with children need affordable homes that are large enough to accommodate them. The City funds a variety of social services for low income families, such as health care, child care, and programs serving children and youth. In addition, in 2014, the City adopted its own Minimum Wage Ordinance. Starting in July of 2019 the Berkeley minimum wage was raised to $15.59 and will continue to increase annually with the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose metropolitan statistical area. Raising the minimum wage helps low income individuals and families. The National Low Income Housing Coalition publishes an annual report, called *Out of Reach* (https://reports.nlihc.org/oor/zip?code=94704&=Go), to show how much a household must earn to afford a decent rental home at HUD-estimated Fair Market Rent (FMR) while spending no more than 30 percent of their income on housing costs. Unfortunately, according to the 2019 *Out of Reach* report and available data, a person would need to make over $30.00 per hour even to be able to afford a one bedroom unit anywhere in Berkeley.

The City of Berkeley targets City homeless financial resources to households who will be most successful with the intervention offered, whether it be one-time flex funds or longer term rapid rehousing. The City provides rapid rehousing financial assistance to households that are literally homeless who can sustain their rent overtime, and who are expected to "graduate" from the rental assistance within the 24 month period ESG requirement.

Between PY14 – PY18 (July 1, 2015 through June 30, 2019), the City of Berkeley's Priority Home Partnership (PHP) Rapid Re-Housing Program served 106 people in 80 households. Fifteen percent of the rapid re-housing households were families with varying forms of employment or other incomes. Fifty-five percent of the people housed through PHP were chronically homeless individuals or families who eventually received a permanent supportive housing or Section 8 voucher to remain housed. Twenty-six percent of the people maintained their housing by assuming the full rent. The remaining households left the program to temporary destinations.

To help alleviate the lack of permanent housing subsidy, Berkeley has experimented with prioritizing rapid rehousing for its highest-needs individuals as determined through the City's Coordinated Entry System. However, the City has found that rapid rehousing can be used as a bridge to permanent housing

subsidies, but, used alone, cannot prevent some of the highest needs people from returning to homelessness. Overreliance on rapid rehousing with high needs individuals in a tight housing market is a strategy that is tenuous in the long-run.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

N/A

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

In the City of Berkeley, the high cost burden is a housing characteristic strongly linked with instability and an increased risk of homelessness. According to the 2019 *Out of Reach* report, the hourly wage needed to afford a two-bedroom at FMR ($2,790) in downtown Berkeley is $53.65. According to the report, the same downtown zip code (94704) also has a poverty rate of 51.4 percent with a median household income of $26,758 and an unemployment rate of just over nine percent (9.1%). The urbanized downtown area of Berkeley sits in stark contrast with the more suburban neighboring zip code (94705), which has an unemployment rate of just over five percent (5.3%), a 10.1 percent poverty rate, an $116,250 median household income and where the hourly wage needed to afford a two-bedroom at FMR ($2,370) is $45.58. Proximity to social services and regional job centers via public transit makes Berkeley's urban downtown appealing, but its higher housing prices make it difficult for low income, transit dependent residents (without cars) to retain housing.

While the lower income households within the downtown core of Berkeley is of particular note, the numbers also reflect the impact of the University of California at Berkeley's (UC Berkeley) student population many of whom have little or no income. Students compete with nonstudent residents for housing, creating elevated pricing conditions for existing low income households, especially in those geographic areas surrounding the UC Berkeley campus.

Discussion

Housing affordability persists as a critical housing issue in Berkeley as well as the whole San Francisco Bay Area. Low-income renters and homeless persons are exceptionally impacted by limited affordable housing in Berkeley. The City continues to fund a variety of programs to support homeless persons and low income renters and homeowners with federal and local funds. The housing shortage and rapid rent increases in Berkeley are exacerbated by the growing student population associated with the University of California's Berkeley campus. As reported by the news publication, Berkeleyside on June 17, 2019 (https://www.berkeleyside.com/2019/06/17/city-sues-uc-berkeley-for-not-studying-impacts-of-34-student-enrollment-increase), the City filed a lawsuit against UC Berkeley on June 14, 2019, contending that the university did not analyze the impacts of a more than 30 percent enrollment increase on City

services. The City contends that UC Berkeley should complete an environmental review of their projected student increase (from 33,450 to 44,735 students by 2022-2023). At the time of this document's drafting, supplemental funds had not been allocated to directly address the impact on the city of the estimated 11,000 student increase. Low income students experiencing homelessness remain a concern.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater need exists when the members of racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level of the jurisdiction as a whole. The four housing problems are: 1) the lack of complete kitchen facilities, 2) the lack of complete plumbing facilities, 3) more than one person per room, and 4) a cost burden greater than 30 percent.

0%-30% of Area Median Income

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,400	1,295	1,165
White	3,945	600	345
Black / African American	1,325	370	85
Asian	1,855	245	574
American Indian, Alaska Native	95	0	0
Pacific Islander	55	0	0
Hispanic	750	40	100

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

30%-50% of Area Median Income

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,540	1,035	0
White	2,015	525	0
Black / African American	390	235	0
Asian	585	170	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	430	64	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

50%-80% of Area Median Income

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,855	1,880	0
White	1,695	1,140	0
Black / African American	275	175	0
Asian	425	245	0
American Indian, Alaska Native	20	4	0
Pacific Islander	40	10	0
Hispanic	260	195	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

80%-100% of Area Median Income

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,510	2,505	0
White	890	1,310	0
Black / African American	100	305	0
Asian	300	490	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	180	250	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

Discussion

Generally speaking, those in lower income categories in Berkeley have higher rates of housing problems. For example, 77.3 percent of people in the 0-30 percent of Area Median Income have one of the four housing problems, as do to 77.3 percent of the 30-50 percent of Area Median Income category, while 60.2 percent of the 50-80 percent of Area Median Income category, and 37.6 percent of the 80-100 percent of Area Median Income category have one of the four housing problems (in the 0-30 percent, there are an additional 1,165 households which have no or negative income as their sole housing problem). As income drops, chances of having housing problems increase.

The following groups have disproportionately greater needs (10 percent higher than the percentage experiencing one of four housing problems of the jurisdiction's income level as a whole), as demonstrated by the modified tables below (originally tables 13-16, now labeled as "Edited" and located in this discussion section) that include expanded data to reflect the percent experiencing one of four housing problems:

• American Indians/Alaska Natives in the 0-30 percent of Area Median Income category are at 100 percent of 95 households experiencing one or more of four housing problems. In the 30-50 percent of Area Median Income category, 100 percent of the 15 households have one or more of four housing problems. In the 50-80 percent of Area Median Income category, 83.3 percent of the 24 households have one or more of four housing problems. In the 80-100 percent of Area Median Income category, 100 percent of the 4 households have one or more of four housing problems.

• Pacific Islanders in the 0-30 percent of Area Median Income category, have 100 percent of 55 households with one or more of four housing problems. In the 50-80 percent of Area Median Income category, 80 percent of the 50 households have one or more of four housing problems.

• Hispanics in the 30-50 percent of Area Median Income category experience one or more of four housing problems, at 87 percent.

According to the 2020 Alameda County *Regional Analysis of Impediments to Fair Housing Choice* (https://www.cityofberkeley.info/ContentDisplay.aspx?id=36278), across the county, minority households, especially black and Hispanic households, have the highest rate of disproportionate housing needs.

0%-30% of Area Median Income (Edited - including percent with one or more of four housing problems)

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	8,400	1,295	1,165	10,860	77.3
White	3,945	600	345	4,890	80.6
Black / African American	1,325	370	85	1,780	74.4
Asian	1,855	245	574	2,674	69.3
American Indian, Alaska Native	95	0	0	95	100
Pacific Islander	55	0	0	55	100
Hispanic	750	40	100	890	84.2

Edited Table 17 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

30%-50% of Area Median Income (Edited - including percent with one or more of four housing problems)

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	3,540	1,035	0	4,575	77.3
White	2,015	525	0	2,540	79.3
Black / African American	390	235	0	625	62.4
Asian	585	170	0	755	77.4
American Indian, Alaska Native	15	0	0	15	100
Pacific Islander	0	0	0	0	0
Hispanic	430	64	0	494	87

Edited Table 18 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

50%-80% of Area Median Income (Edited - including percent with one or more of four housing problems)

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	2,855	1,880	0	4,735	60.2
White	1,695	1,140	0	2,835	59.7
Black / African American	275	175	0	450	61.1
Asian	425	245	0	670	63.4
American Indian, Alaska Native	20	4	0	24	83.3
Pacific Islander	40	10	0	50	80
Hispanic	260	195	0	455	57.1

Edited Table 19 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

80%-100% of Area Median Income (Edited - including percent with one or more of four housing problems)

Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	1,510	2,505	0	4,015	37.6
White	890	1,310	0	2,200	40.4
Black / African American	100	305	0	405	24.6
Asian	300	490	0	790	37.9
American Indian, Alaska Native	4	0	0	4	100
Pacific Islander	0	0	0	0	0
Hispanic	180	250	0	430	41.8

(Edited) Table 20 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost burden greater than 30 percent

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The four severe housing problems are: 1) the lack of complete kitchen facilities, 2) the lack of complete plumbing facilities, 3) more than 1.5 persons per room, and 4) a cost burden greater than 50 percent.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,360	2,335	1,165
White	3,585	960	345
Black / African American	1,025	670	85
Asian	1,740	355	574
American Indian, Alaska Native	60	35	0
Pacific Islander	55	0	0
Hispanic	575	215	100

Table 21 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,195	2,375	0
White	1,225	1,315	0
Black / African American	225	410	0
Asian	340	415	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	310	190	0

Table 22 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,130	3,605	0
White	775	2,060	0
Black / African American	120	330	0
Asian	190	475	0
American Indian, Alaska Native	4	15	0
Pacific Islander	0	50	0
Hispanic	24	425	0

Table 23 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	480	3,535	0
White	295	1,905	0
Black / African American	60	350	0
Asian	40	750	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	85	340	0

Table 24 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

Discussion

There are two problems that distinguish "severe housing problems" from "housing problems":

- Overcrowded households with more than 1.5 persons per room instead of 1 person per room, not including bathrooms, porches foyers, halls, or half-rooms.
- Households with cost burdens of more than 50 percent of income instead of 30 percent.

The following groups have disproportionately greater needs (10 percent higher than the percentage experiencing one of four severe housing problems of the jurisdiction's income level as a whole), as demonstrated by the modified tables below (originally tables 17-20, marked "Edited"), which include the percent experiencing one of four severe housing problems:

• In the 0-30 percent of Area Median Income category 67.7 percent overall have one or more severe housing problem. Pacific Islanders had disproportionately greater need in comparison to the needs of that category of need as a whole, with 100 percent of 55 households experiencing have one or more of four severe housing problems.

• In the 30-50 percent of Area Median Income category 48 percent overall have one or more of four severe housing problems. American Indian, Alaska Natives had disproportionately greater need in comparison to the needs of that category of need as a whole, with 100 percent of 15 households experiencing one or more of four severe housing problems.

When applicable to fair housing law, Berkeley is working to address disproportionately severe housing problems when they can be addressed by landlords through continuing to fund fair housing outreach, education, investigation, and enforcement. Alameda County's Draft 2020 *Regional Analysis of Impediments* catalogues Berkeley's efforts with limited resources. In FY17, a city funded community agency provided fair housing services and a majority of tenants served had housing-related issues related to their disabled status; however, gender, family status, national origin, race, and age discrimination were also reported.

0%-30% of Area Median Income (Edited - including percent with one or more of four housing problems)

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	7,360	2,335	1,165	10,860	67.7
White	3,585	960	345	4890	73.3
Black / African American	1,025	670	85	1,780	57.5
Asian	1,740	355	574	2,669	65.1
American Indian, Alaska Native	60	35	0	95	63.1
Pacific Islander	55	0	0	55	100
Hispanic	575	215	100	890	64.6

Edited Table 25 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

30%-50% of Area Median Income (Edited - including percent with one or more of four housing problems)

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	2,195	2,375	0	4,570	48
White	1,225	1,315	0	2540	48.2
Black / African American	225	410	0	635	35.4
Asian	340	415	0	755	45
American Indian, Alaska Native	15	0	0	15	100
Pacific Islander	0	0	0	0	0
Hispanic	310	190	0	500	62

Edited Table 26 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

50%-80% of Area Median Income (Edited - including percent with one or more of four housing problems)

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	1,130	3,605	0	4,735	23.8
White	775	2,060	0	2,835	2
Black / African American	120	330	0	450	26.6
Asian	190	475	0	665	28.5
American Indian, Alaska Native	4	15	0	19	21
Pacific Islander	0	50	0	50	0
Hispanic	24	425	0	449	5

Edited Table 27 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

80%-100% of Area Median Income (Edited - including percent with one or more of four housing problems)

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	TOTAL	Percent with one or more of four housing problems
Jurisdiction as a whole	480	3,535	0	4,015	11.9
White	295	1,905	0	2,200	13.4
Black / African American	60	350	0	410	14.6
Asian	40	750	0	790	5
American Indian, Alaska Native	0	4	0	4	0
Pacific Islander	0	0	0	0	0
Hispanic	85	340	0	425	20

Edited Table 28 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost burden over 50 percent

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

The following table displays cost burden information for the jurisdiction and each racial and ethnic group, including no cost burden (less than or equal to 30 percent), cost burden (greater than 30 to 50 percent), severe cost burden (more than 50 percent), and no/negative income.

Housing Cost Burden

Housing Cost Burden	<=30%	>30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	25,875	8,065	10,705	1,265
White	18,100	4,750	5,890	360
Black / African American	1,825	775	1,340	85
Asian	3,415	1,180	2,140	644
American Indian, Alaska Native	35	55	70	4
Pacific Islander	10	40	55	0
Hispanic	1,650	935	840	105

Table 29 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

When individuals of all incomes are combined by race or ethnicity, based on a housing cost burden of 30-50 percent or >50 percent of Area Median Income, the disproportionately greater needs compared to the needs of the jurisdiction as a whole are evident and described below (as demonstrated in the table below based on Table 21):

- For Black/African Americans: A cost burden of 50 percent or more of their income impacts 33.5 percent of Black / African Americans, compared to 23.3 percent of the City as a whole.
- For American Indian, Alaska Native: A cost burden of 30 percent up to 50 percent impacts 33.5 percent of American Indian, Alaska Native, compared to 17.5 percent of the City as a whole. A cost burden of 50 percent or more of their income impacts 42.6 percent of American Indian, Alaska Native, compared to 23.3 percent of the City as a whole.
- For Pacific Islanders: A cost burden of 30-50 percent impacts 38 percent Pacific Islanders, compared to 17.5 percent of the City as a whole. A cost burden of 50 percent or more of their

income impacts 52.3 percent of Pacific Islanders, compared to 23.3 percent of the City as a whole.

Housing Cost Burden (Edited- including percent of total group within each burden category)

Housing Cost Burden	<=30%	Percent of total with <=30%	30-50%	Percent of total with 30-50%	>50%	Percent of total with >50%	No / negative income (not computed)	TOTAL
Jurisdiction as a whole	25,875	56.3	8,065	17.5	10,705	23.3	1,265	45,910
White	18,100	62.1	4,750	16.3	5,890	20.2	360	29,100
Black / African American	1,825	45.3	775	19.2	1,340	33.2	85	4,025
Asian	3,415	46.2	1,180	15.9	2,140	29	644	7,379
American Indian, Alaska Native	35	21.3	55	33.5	70	42.6	4	164
Pacific Islander	10	9	40	38	55	52.3	0	105
Hispanic	1,650	46.7	935	26.4	840	23.7	105	3,530

Edited Table 30 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

As previously mentioned in NA-20, Berkeley, in partnership with a community based agency, works to address fair housing with a partner community based agency. Efforts include housing and income discrimination through housing outreach, education, investigation, and enforcement. Alameda County's 2020 *Regional Analysis of Impediments* catalogues Berkeley's efforts with limited resources.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

At the 0-30 percent of Area Median Income category, among those with one or more of four severe housing problems, Pacific Islanders have a disproportionately greater need than the needs of the income category as a whole. At the 0-30 percent of Area Median Income category, among those with one or more of four housing problems, American Indian, Alaska Natives and Pacific Islanders have disproportionately greater needs than the needs of the income category as a whole.

In the 30-50 percent of Area Median Income range, among those with one or more of four severe housing problems, American Indian, Alaska Natives and Hispanics are experiencing a disproportionate need. At the 30-50 percent of Area Median Income category, among those with one or more of four housing problems, American Indian, Alaska Natives and Hispanics also face a disproportionate need.

At the 50-80 percent of Area Median Income category, among those with one or more of four severe housing problems, no one group has a significant need above the percent impacted within the jurisdiction as a whole. At the 50-80 percent of Area Median Income category, among those with one or more of four housing problems, American Indian, Alaska Natives and Pacific Islanders have disproportionately greater needs than the needs of the income category as a whole.

At the 80-100 percent of Area Median Income category, among those with one or more of four severe housing problems, no one group has a significant need above the percent impacted within the jurisdiction as a whole. At the 80-100 percent of Area Median Income category, among those with one or more of four housing problems, only American Indian, Alaska Natives had a significant need at 100 percent, however that was with only four households as a total in that category.

Across all income categories, among those with one or more of four housing problems, American Indian, Alaska Natives consistently have disproportionately greater needs than their income categories as a whole.

If they have needs not identified above, what are those needs?

No additional needs have been identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The 2010 Census data shows that most of the Hispanic populations are located in the census tracts in the central, southern and western parts of the City along with the area around the University. The strongest concentration occurred in the western quadrant of the City. The American Indian and Alaskan

Native populations are scattered throughout the City, but the number of American Indian and Alaskan Native households are too small to determine whether they're concentrated in a specific area.

According to Alameda County's 2020 *Regional Analysis of Impediments*, segregation between white and non-white residents has increased for every jurisdiction since 1990 except for Oakland, Berkeley, and Union City. Segregation between black and white residents has increased for every jurisdiction except for Alameda and Oakland. Segregation between white and Hispanic residents has increased for every jurisdiction. Segregation for white and Asian or Pacific Islander residents has increased for every jurisdiction except Fremont and Union City. In general, participating jurisdictions, except for the County, Berkeley, and Oakland, have low levels of segregation.

A Racially or Ethnically Concentrated Area of Poverty (R/ECAP) is a neighborhood (census tract) with a poverty rate of 40 percent or more and a racial or ethnic concentration (50 percent or more of the tract is minority). The *Regional Analysis of Impediments* identifies the Berkeley's R/ECAPs. In Berkeley, 40 percent of R/ECAP residents are white, 39 percent are Asian, and 11 percent are Hispanic. By comparison, in Oakland, 37 percent of R/ECAP residents are Hispanic, 37 percent are black, and 15 percent are Asian or Pacific Islander.

NA-35 Public Housing – 91.205(b)

Introduction

The Berkeley Housing Authority (BHA) no longer owns public housing units, as they were transitioned to Project-based Section 8 via a disposition process in 2014. The BHA Board is appointed by the Mayor of the City of Berkeley and confirmed by the City Council. BHA updated the following data for inclusion in this Plan from PIC (PIH Information Center) since the populated data from HUD was outdated.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	93	0	1,495	300	1,195	20	0	20

Table 31 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Note: There is no Consolidated Plan generated Table 23 for Berkeley.

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	$8,843	0	$16,981	$17,991	$15,971	$20,943	N/A
Average length of stay	0	11	0	7.5	7	8	7	N/A
Average Household size	0	1	0	1.5	1.5	1.5	1.5	N/A
# Homeless at admission	0	All	0	33	6	27	20	N/A
# of Elderly Program Participants (>62)	0	45	0	691	138	553	0	N/A
# of Disabled Families	0	98	0	900	180	720	20	N/A
# of Families requesting accessibility features	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
# of HIV/AIDS program participants	0	0	0	15	15	0	0	0
# of DV victims	0	0	0	3	1	2	0	0

Table 32 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	26	0	404	81	323	8	0	14
Black/African American	0	64	0	978	196	781	8	0	10
Asian	0	4	0	76	15	60	0	0	0
American Indian/Alaska Native	0	1	0	16	3	12	1	0	1
Pacific Islander	0	1	0	21	4	16	0	0	2
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 33 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	19	0	136	58	78	2	0	4
Not Hispanic	0	79	0	1,359	242	1,118	15	0	23
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 34 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Berkeley Housing Authority (BHA) disposed of its 61 units of low income public housing and is now a voucher-only Housing Authority. Related California acquired all of the public housing units and now operates them as affordable housing. Most of these units currently receive Project-based vouchers. In the Section 8 Program, the waitlist last opened in 2010, with over 37,000 applicants (1,500 were selected randomly for the Tenant-based waitlist; 1,500 were selected randomly for the Project-based waitlist). Twenty percent of applicants indicated on their application that they were disabled. There is a lack of affordable fully accessible units, specifically with roll in showers for wheelchair-reliant individuals and others with significant mobility impairments. The Center for Independent Living, located in Berkeley and funded by the City of Berkeley, has limited funds to offer minor remodeling of current homes including rentals (ramps, grab bars, hearing and visual impaired door bells and alarms), but the demand outweighs the supply.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most immediate need of voucher holders is an adequate supply of affordable rental housing units for the demand of low income households that wish to participate in the Housing Choice Voucher Program in Berkeley. Even with a Payment Standard at the maximum allowable of 110 percent of the Fair Market Rent (FMR), there are still challenges with attracting landlords willing to rent to extremely low income households. For tenants needing accessible units, it is even more difficult. Finding those accessible units in the limited pool of affordable units limits options even further. BHA would like to implement a landlord retention program to attract new landlords and encourage currently participating landlords to work with BHA again. One option is piloting a damage claim program to provide funding to landlords to make repairs upon a vacancy. This would necessitate obtaining funding from outside sources, such as the City of Berkeley.

How do these needs compare to the housing needs of the population at large

There is a significant shortage of accessible housing units for households of all income ranges. Professionals earning high salaries are better able to pay higher market rents, and this drives the rental market higher in Berkeley. Data from Zumper.com shows San Francisco has the most expensive rents in the country, averaging $4,670 for a 2-bedroom unit (https://www.zumper.com/). BHA's Payment Standard for a 2-bedroom unit is $2,336 (the 4-bedroom Payment Standard is $3,945).

Discussion

The extremely high cost rental market in Berkeley and the rest of the Bay Area poses challenges for all but the highest income households. Unfortunately, even having a Housing Choice Voucher no longer guarantees finding housing in Berkeley will be possible.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Berkeley adopted the EveryOne Home *Plan to End Homelessness: 2018 Strategic Update* (http://everyonehome.org/about/the-plan/) in 2019 with a goal of broadening the City's approach to services and housing to allow for better outcomes among people with long-term homeless histories and severe disabling conditions. As required by HUD, Alameda County conducts a countywide homeless count every other year but a city-level count occurs when resources permit. The most recent comprehensive data available on Berkeley's homeless population comes from the 2019 homeless count.

In 2019 the survey found that Berkeley has 1,108 literally homeless people on any given night. HUD defines literally homeless people as those who are residing on the streets, in places not meant for human habitation, in shelters or in transitional housing programs.

The data show:

- Berkeley's total homeless population in 2019 represents 14 percent of the County's homeless population, while Berkeley has seven percent of the County's overall population (2018).
- Berkeley's homeless are mostly adults in households with no children (95 percent), while adults with no children make up 93 percent of the homeless population countywide.
- 35 percent (387 people) of homeless people in Berkeley met HUD's definition of chronically homeless—a single adult with a disability, homeless for one year consecutively or 4 or more times in 3 years. In Berkeley chronically homeless adults make up a greater portion of the homeless population (35%) than chronically homeless adults do in Alameda County as a whole (28%).
- 42percent of Berkeley's homeless have a have psychiatric/emotional conditions, compared to 39 percent countywide.
- 32 percent of Berkeley's homeless have reported alcohol and drug use compared to 30 percent of Alameda County's homeless population.
- Seven percent of Berkeley's homeless population are veterans, compared to eight percent countywide.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	51		104	47	20	Not Available
Persons in Households with Only Children	1		20	1	10	Not Available
Persons in Households with Only Adults	243	813	2,154	896	376	Not Available
Chronically Homeless Individuals	159	228	750	313	131	Not Available
Chronically Homeless Families	0	0	0	0	0	Not Available
Veterans	21	60	165	66	28	Not Available
Unaccompanied Child	0	0	0	0	0	Not Available
Persons with HIV	49	17	136	57	24	Not Available

Table 35 - Homeless Needs Assessment

Data Source Comments: Alameda County 2019 *Homeless Count and Survey* and City of Berkeley *1,000 Person Plan*.

Indicate if the homeless population is rural:

Not Applicable. Jurisdiction has no rural homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Berkeley's total homeless population represents 14 percent of the County's homeless population, while Berkeley has seven percent of the County's overall population (2018). Berkeley has a greater share of chronically homeless adults (35 percent). Berkeley's homeless are mostly adults in households with no children (95 percent), while adults with no children make up only 93 percent of the homeless population countywide. Thirty-five percent (387 people) of homeless people in Berkeley met HUD's definition of chronically homeless—a single adult with a disability, homeless for one year consecutively or 4 or more times in 3 years. Forty-two percent of Berkeley's homeless have a psychiatric/emotional conditions, compared to 39 percent countywide. Thirty-two percent of Berkeley's homeless report alcohol and drug use, compared to 30 percent of Alameda County's homeless population. Seven percent of Berkeley's homeless population are veterans, compared to nine percent countywide.

Nature and Extent of Homelessness: (Optional)

Race:	**Sheltered:**	**Unsheltered (optional)**
White	104	Not Available
Black or African American	269	Not Available
Asian	9	Not Available
American Indian or Alaska Native	5	Not Available
Pacific Islander	5	Not Available
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	63	Not Available
Not Hispanic	372	Not Available

Figure 1 – Nature and Extent of Homelessness

Data Source Comments: Homeless Management Information System (HMIS) Shelter and Emergency Shelter Demographic Report for PY 2018

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the 2019 count, there were 51 people in 19 households. Two-thirds of the families reported living with a health condition.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Fifty-seven percent of the homeless service users during the 2019 *Homeless Count and Survey* were African-American even though they only make up nine percent of Berkeley's general population. Twenty-nine percent were white, even though they made up 60 percent of the population

Berkeley had a much smaller percentage of Hispanic/Latino service users (12 percent) than the county as a whole (17 percent).

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2019 count found a total of 1,108 people homeless in Berkeley. This includes 813 people who were living on the streets, in abandoned buildings, storage structures, vehicles, encampments, or any other place unfit for human habitation and 295 who were living in a shelter or transitional housing.

Of the 1,108 literally homeless people, 813 or 73 percent, were living in unsheltered situations. The vast majority of unsheltered homeless are men. Seventy-three percent of the homeless population is between the ages of 25-59. Forty-nine percent of the unsheltered population had been homeless for more than a year. For more information see https://everyonehome.org/wp-content/uploads/2019/09/2019HIRDReport_Berkeley_2019-Final.pdf.

Discussion:

N/A

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The special needs population consists of persons who are not homeless but requires supportive housing and services for various reasons. This population includes (but is not limited to) persons with mental, physical, and/or developmental disabilities; the elderly and frail elderly; persons with alcohol or other drug addiction; persons with HIV/AIDS and their families; victims of domestic violence, dating violence, sexual assault, and stalking; and transitional age youth.

Describe the characteristics of special needs populations in your community:

Persons with Mental, Physical, and/or Development Disabilities

People with disabilities often have special housing requirements due to the need for accessibility, frequently fixed low incomes, and higher health care costs associated with a disability. According to the 2018 ACS population estimate, just over nine percent (9.1%) of the total Berkeley population had one or more disabilities, compared to just less than nine percent (8.6%) in Alameda County. The ACS identifies disability as having difficulty with one or more of four basic areas of functioning—hearing, vision, cognition, and ambulation—and/or difficulty performing everyday tasks such as, bathing, dressing and/or running errands.

Elderly and Frail Elderly

The 2013-17 ACS data reports that 13.5 percent of Berkeley's population is over 65, and that 23.7 percent of all Berkeley households are led by a senior householder. This is equivalent to 10,782 senior-headed households, 73.5 percent of which are owners 45.6 percent of seniors live alone and 22.2 percent of Berkeley households have one or more people over the age of 65 living in the home.

One of the main housing issues facing seniors is housing cost. From 2013-2017, more than 19 percent of senior-headed households had income levels below the federal poverty guidelines. Seniors often have fixed incomes so they have difficulty with increased rental and utility costs or housing maintenance costs. 27.4 percent of seniors in Berkeley received supplemental security income (SSI) and/or cash public assistance. According to the *Age-Friendly Berkeley* report and plan estimates from 2014 indicate that 23 percent of Berkeley residents 60 years of age and older were living under 200 percent of the federal poverty level (https://www.agefriendlyberkeley.org/).

According to the 2013-2017 ACS estimate, 73.5 percent of senior households owned homes, and 26.5 percent were renters. In terms of housing cost burden, 27.7 percent of senior homeowner households and 55.6 percent of senior renter households were overpaying for housing, which is defined as paying more than 30 percent of their income on housing costs. The *Age-Friendly Berkeley* plan, identifies housing as a specific area of importance with three of the top 10 concerns for Berkeley adults 60 years of age and older being 1) affordable housing, 2) being able to maintain their home, and 3) being able to stay in their home.

Also according to the ACS 2013-2017 data, seniors also have a higher rate of disability that increases as people age, with 16.7 percent of persons 65 to 74 years of age and 42.4 percent of persons 75 years and over having a disability, compared to the total population at nearly nine percent (8.6%). Ambulatory and independent living difficulties are most common within the senior population. Between 2013 and 2017, 15.5 percent of all elderly households had ambulatory difficulty and 13.2 percent had an independent living difficulty or limitation.

Among the goals that Berkeley identified in the Alameda County *Regional Analysis of Impediments to Fair Housing Choice* is to "support shared housing opportunities for seniors and other special needs populations." To accomplish this, the City of Berkeley will consider programs to match seniors with underutilized living space with appropriate homeseekers on a voluntary basis. The *Age-Friendly Berkeley* webpage already notes that programs such as this are currently under consideration with UC Berkeley students and can serve a dual purpose of 1) providing seniors with minor non-medical assistance and supplemental income and 2) providing homeseekers with an affordable shared housing unit. In addition, shared rental housing can be an appropriate way to increase housing affordability for seniors and non-senior low-income single individuals or small households. Shared housing programs could be administered directly by the City of Berkeley or by contract with local fair housing service providers. While there are not currently resources available, this is an identified priority.

Persons with Alcohol or Other Drug Addictions

Comprehensive local data on the number of people with alcohol and other drug addiction is not available. However, the 2016 *National Survey on Drug Use and Health* (https://nsduhweb.rti.org/respweb/homepage.cfm) estimated that seven and a half percent of the American population ages 12 or older have substance use disorder. If this statistic is accurate for Berkeley, approximately 8,804 people (based on ACS 2015 population data) have substance use disorder. The survey also estimated that 47.8 percent of current alcohol drinkers participated in binge drinking of alcohol at least once in the 30 days prior to the survey and 24.9 percent of those binge alcohol users were heavy drinkers. Estimates of self-reported alcohol and other drug addictions among the homeless population are mentioned above.

Victims of Domestic Violence, dating violence, sexual assault, and stalking

The City has seen an increase in domestic violence-related calls for assistance to the Berkeley Police Department. From 2009-2016, there was an average of 169 domestic violence-related calls per year while the most recent data (2017-2018) shows an average of 224 domestic violence-related calls per year (State of California Department of Justice, http://oag.ca.gov/crime/cjsc/stats/domestic-violence). The increase likely means that more individuals and families will require housing assistance in order to safely relocate.

From the last comprehensive City of Berkeley *Homeless Count and Survey* from 2019, families were asked about their experience with domestic violence. Among homeless adults with minor children in

Berkeley, 40 percent reported family/domestic violence, compared to five percent of all survey respondents. Additionally, 25 percent of respondents in the city of Berkeley reported a history of ever experiencing physical, emotional, or sexual abuse by a relative or by a person with whom they have lived, such as a spouse, partner, sibling, parent, or roommate, compared to 26 percent of respondents countywide.

What are the housing and supportive service needs of these populations and how are these needs determined?

The primary need for Non-Homeless Special Needs populations is for housing that is subsidized deeply enough to be affordable at extremely low income levels. Many seniors and people with disabilities have some form of income from the Social Services Administration, which, as described in the Housing Market Analysis, is simply not sufficient to pay for market-rate or much of the affordable housing in Berkeley. Despite Social Security Income increasing over one percent (1.6%) in January 2020 from 2019 levels (https://www.ssa.gov/oact/cola/SSI.html), the cost of living adjustment is not enough to match Berkeley's region. According to the Bureau of Labor Statistics (https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm), the consumer price index for the San Francisco-Oakland-Hayward area in October 2019 increased by three percent from 2018 and is anticipated to follow this trend in 2020. Even those who do not require supportive housing (meaning affordable housing with connected supportive services) need affordable housing.

Other needs include:

- Home rehabilitation for health and safety needs and accessibility;
- Supportive services that include enough flexibility in type, intensity, and duration to support people to stay stably housed;
- Services that help people who are eligible to access entitlements such as SSI and Medi-Cal, to increase their housing and service options; and
- Education and employment programs which help people increase their income.

These needs are evidenced by applications for funding from local non-profit agencies providing services to the special needs populations listed above. The City's last major planning initiative for homeless and special needs housing was the adoption of the update to the EveryOne Home Plan and an analysis of homeless needs presented to City Council in April 2019.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Human Immunodeficiency Virus (HIV) is an infection that causes Acquired Immunodeficiency Syndrome (AIDS). According to the Center for Disease Control (https://www.cdc.gov/hiv/statistics/overview/ataglance.html) more than 1.1 million people in the United States over the age of 13 are currently living with HIV/AIDS. In general, HIV/AIDS is continuing to

increase in minorities, especially African Americans and Latino populations. Disproportionate rates of HIV in these minority groups leads to an even more disproportionate rate of AIDS for these same groups. HIV/AIDS primarily affects men who engage in male-to-male sexual contact and women who engage in heterosexual sex, and intravenous/injection drug use.

In Berkeley HIV/AIDS infections and death are decreasing. The rate of new AIDS cases occurring annually in Berkeley has fallen steadily over the last decade. The Berkeley *2018 Health Status Report* (https://www.cityofberkeley.info/uploadedFiles/City_Manager/Press_Releases/2018/2018-health-status-report-berkeley.pdf) indicates that Berkeley's rate of new cases continues to meet the Healthy People 2020 goal of fewer than 13 new cases per 100,000 population annually. Berkeley's 2018 Health Status Report states due to better treatment, people with HIV are living longer, and the overall number of people living with HIV is increasing. Berkeley has a higher rate of persons living with HIV than Alameda County and California. Antiretroviral drugs account for the reduction in number of HIV cases that progress to AIDS and for the decline in deaths attributable to AIDS.

Discussion:

Alameda County Housing and Community Development administers the allocation of Housing Opportunities for Persons with AIDS (HOPWA) funds on behalf of the City of Oakland for the metropolitan area which includes Berkeley. Over the years, Berkeley has provided Housing Trust Fund funding to projects which include HOPWA units targeted to people living with HIV/AIDS, including to the University Neighborhood Apartments, Oxford Plaza, UA Homes, and Grayson Street Apartments projects.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Berkeley's General Plan adopted several policies and actions which addressed the City's need for public facilities. Some of these policies and actions include the following:

- Ensure neighborhoods are well served by community services and facilities such as parks, schools, child-care facilities, and religious institutions;
- Establish a network of community centers including school sites, neighborhood resource centers, and City facilities that offer community services such as child care, health care, and recreational programs;
- Create new open space and recreational resources throughout Berkeley and preserve, maintain, and repair the City's existing open space and recreational resources and facilities; and
- Provide properly staffed and equipped fire stations and engine companies.

How were these needs determined?

The City's General Plan was developed through many community meetings, public workshops, and the efforts of City Council, Planning Commission, and City staff. During the drafting of the Consolidated Plan, there were several community meetings in which the need for public facilities and their maintenance were discussed. For instance, the City's three senior centers were built in 1977, 1979, and 1980 and had not been renovated after 30 years of intensive use until recently using, in part, CDBG funding. These public facilities are critical infrastructure for the delivery of public services, and emergency shelter, and are therefore a high priority. Although the City prioritizes its CDBG resources to support public services, it has allocated funds for system upgrades at the senior centers along with the rehabilitation of community centers and the public health clinic.

Describe the jurisdiction's need for Public Improvements:

The City's need for public improvements is described in the City's *Capital Improvement Program*, available online at http://www.cityofberkeley.info/CIP/ . Capital improvements include streets, transportation, storm drains, sidewalks, sanitary sewer, parks and marina, information technology, City facilities, equipment, fleet and other infrastructure.

How were these needs determined?

These needs were determined by the City Manager and adopted by City Council during the biennial budget process. The biennial budget cycle begins with the development of the Budget Development instructions, including policy directives. The City Manager reviews and evaluates the baseline budgets and supplemental requests to determine whether they fulfill City Council goals and objectives, improve management effectiveness and service delivery, or increase productivity.

The City Manager then develops a balanced budget proposal for submission to the Mayor and City Council. Copies of the proposed budget are distributed to all Boards, Commissions, City Departments, and made available to the general public. City Council then holds public meetings to discuss the proposed budget, including at least two formal public hearings.

Describe the jurisdiction's need for Public Services:

The City has historically funded a wide variety of public services for Berkeley's diverse population. Supporting public services will continue to be a high priority for the City. These services could include, but are not limited to, the following:

- Homeless services
- Senior services
- Disabled services
- Legal/advocacy services
- Youth services
- Transportation services
- Substance abuse services
- Services for battered/abused spouses
- Employment training
- Childcare services
- Health services
- Mental health services
- Fair housing related services

How were these needs determined?

The City has historically funded a wide array of public services based on community input. The vast majority of public services are funded with local sources, including General Fund, instead of federal funds. For public services funded with local sources, the needs are determined by the same process outlined above for public improvements. For public services funded with federal funding, the needs are determined by public hearings, commission review, consultation with local non-profit agencies providing the services, and client-level surveys.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The purpose of the Market Analysis is to provide a clear picture of the environment in which the City will administer its CDBG, HOME, and ESG programs over the course of this Consolidated Plan. In conjunction with the Needs Assessment, this chapter will provide the basis for the Strategic Plan and the programs and projects to be administered. Most of the data tables in this section are populated with default data developed by the Census Bureau for HUD based on 2011 – 2015 American Community Survey (ACS) Census. Other sources are noted throughout the Plan.

The Market Analysis includes the following sections:

- Number of Housing Units
- Cost of Housing
- Condition of Housing
- Public and Assisted Housing
- Homeless Facilities and Services
- Special Needs Facilities and Services
- Barriers to Affordable Housing
- Non-Housing Community Development Assets
- Needs and Market Analysis Discussion

Note: There is no Consolidated Plan generated Table 28 – 30 for Berkeley.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Based on the 2013-2017 American Community Survey (ACS) data, there are 45,515 occupied households in the City with a total of 49,137 housing units. Single-units, both detached and attached structures, comprise 46.2 percent of the City's housing units. Multi-unit structures of two to four units make up 20 percent of total households, while structures with five to 19 units comprise 18 percent, and structures of 20 or more make up 15.5 percent. At the time of the ACS data collection, less than half of one percent (0.3%) of households were mobile homes, however the City estimates that this number may have grown as a result of increasing housing instability. The 2019 *Homeless Count and Survey* conducted by Applied Survey Research on behalf of the City, as a part of Alameda County's EveryOne Home effort, estimated that 20 percent of the unsheltered population is living in RVs (161 individuals).

According to Berkeley's Planning Department annual reports to California's Department of Finance, Berkeley's new housing units completed since 2014 include the following:

YEAR	SFH	2-4 units	5+	number of affordable units
2018	60 (53 are ADUs)	10	161	13
2017	45	11	502	167
2016	17	4	226	14
2015	5	2	138	NA
2014	20	4	139	NA

Figure 2 - Projects with Building Permits Finaled in Reporting Year

Source: CA Dept of Finance Annual Reports (2018)
Notes: Accessory Dwelling Units (ADUs) tracked in 2018, but not in previous years. Affordable Housing not tracked before 2016.

The recent increase in the construction of Accessory Dwelling Units (ADUs), which Berkeley first clearly tracked in 2018, may reflect state and local legislation that went into effect in 2017 to ease land use restrictions and encourage ADU development. Berkeley City Council is considering additional programmatic investment to encourage ADU construction, as well as an amnesty program to incentivize the legalization of existing but unpermitted ADUs to increase the supply of overall units.

Most of Berkeley's buildings were constructed between 1875 and 1940. Densities are greatest in the areas close to the University campus and Downtown, where there are multi-unit apartment buildings and large single-family homes converted to rooming houses or apartments. Density can also be found along the main arterials of the city in both older and new apartment buildings. The majority of the city is characterized by small lots with one to four units.

According to the *2015-2023 Housing Element* (https://www.cityofberkeley.info/housingelement/), the City of Berkeley has capacity for approximately 5,328 new units on underutilized parcels throughout the City. The City identified four main areas with the greatest potential for new units and a track record of units being built. These are the downtown area, the southside area, the commercial corridors, and vacant lots in the residential districts. For the period 2014-2022, the City estimates that the capacity for 997 units can be built in the downtown, 430 units in the Southside, 1,794 units in the commercial corridors, and 237 units in the residential districts.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	21,585	43%
1-unit, attached structure	1,880	4%
2-4 units	9,495	19%
5-19 units	8,820	18%
20 or more units	7,765	16%
Mobile Home, boat, RV, van, etc	130	0%
Total	*49,675*	*100%*

Table 36 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	135	<1%	3,455	13%
1 bedroom	1,290	7%	10,485	40%
2 bedrooms	5,510	28%	8,440	32%
3 or more bedrooms	12,640	65%	3,960	15%
Total	*19,575*	*100%*	*26,340*	*100%*

Table 37 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Under the City of Berkeley's Housing Trust Fund (HTF), the City of Berkeley has assisted the development of 54 properties consisting of 1,331 rental housing units and 107 homeownership units. Of the 1,331 rental housing units, 68 percent of the units serve extremely low and low income families and individuals; 35 percent are designated specifically for extremely low and low-income seniors; and 20 percent serve a targeted special needs population, including formerly homeless, people with physical and/or development disabilities, people with AIDS and Transition-Aged Youth. Of the 107

HTF-funded homeownership units, 71 must be occupied by low- to moderate-income families and individuals. Each homeownership unit is subject to a regulatory agreement which requires long-term affordability and restricts resale of the affordable unit to another low income first-time homebuyer during the affordability period.

Since the inception of the HTF in 1990, the City has invested over $50 million, including the City's allocation of federal HOME and CDBG funds, former redevelopment funds, City general funds and other local sources of funding. The City's investment has enabled local nonprofit project sponsors to secure over $208 million in other financing, including low income housing tax credits, state Multifamily Housing Program funds, and in a few projects, federal New Markets Tax Credits. The majority of the City-assisted housing projects is 100 percent affordable and meets the deepest affordability levels per the City's Housing Trust Fund guidelines. Under the City's guidelines, project sponsors are required to set aside at least 60 percent of all the units for extremely low and very low income households, including a 20 percent set-aside for families and individuals who are extremely low-income.

Berkeley has made significant strides in expanding local funds to address the needs of displaced residents and the region's increasingly unaffordable housing prices. Since the previous submission of the City's Consolidated Plan, Berkeley voters approved three new sources of revenue to focus on affordable housing and programs addressing homelessness. Alameda County also created new affordable housing funding programs through which Berkeley has access to additional funding.

Berkeley's Measure U1 was passed in 2016 as a business license tax ordinance to permanently increase the gross receipts tax on owners of five or more residential units from just over one percent (1.081%) to nearly three percent (2.880%). While tax proceeds are deposited in the City's general funds, the City is required to consider the Housing Advisory Commission's recommendations for the use of funds to increase affordable housing and protect Berkeley residents from homelessness. Since its passage, Measure U1 has resulted in nearly $11 million in additional tax revenue. The City has committed funds to anti-displacement programs at community based organizations, the new Small Sites loan program, affordable housing predevelopment loans, and a housing planning grant for the Berkeley Unified School District.

With $1 million set aside from Measure U1 funds collected in 2017, 2018 witnessed the start of Berkeley's Small Sites Program, focused on the acquisition and renovation of small, multifamily rental properties with up to 25 units. In 2019 the City awarded $950,000 in Small Sites Program funds to the Bay Area Community Land Trust for the renovation of the eight unit Stuart Street Apartments, targeted for Berkeley Residents making up to 80 percent of Area Median Income.

In November 2018, Berkeley voters approved Measure O and Measure P. Measure O authorizes the issuance of $135 million of general obligation bonds to finance the acquisition and improvement of real property for the purpose of constructing, rehabilitating, or preserving affordable housing for low-, very low-, median-, and middle- income individuals and working families, including teachers, seniors, veterans, homeless students, people of with disabilities, and other vulnerable populations. Measure P increases the tax on the transfer of real property from one and a half percent to two and a half percent

for property sales and transfers over $1.5 million to fund general city purposes and the establishment of a homeless services panel. Measure P will likely yield $6 to $8 million per year and has stated goals that include funding the rehousing of homeless individuals, as well as mental health needs and other wrap around services.

The City is planning on an initial issuance of Measure O bonds totaling $30 million in early 2020. The City Council decided to make those funds available through the Housing Trust Fund program guidelines. Measure O and other available funds, including the City's balance of HOME funds, will go two affordable housing projects with existing fund reservations—2012 Berkeley Way and 1601 Oxford Street—and additional projects selected in a 2019 Request for Proposals process. When completed, 1601 Oxford Street will be a 37-unit rental housing facility primarily for low income seniors and homeless households and 2012 Berkeley Way will include 142 permanent affordable housing units, for very low-income and formerly homeless families and individuals, as well as 32 men's shelter beds and 12 beds for homeless veterans.

In the 2016 election Alameda County passed Measure A1, a $580 million bond to expand and preserve affordable housing options for renters and homeowners. The bond allows expenditures for down payment assistance, housing preservation loans, homeowner development programs, and the development of new affordable housing. The City received an allocation of about $15 million in A1 funds, which it awarded to Grayson Apartments (22 affordable units) and 2012 Berkeley Way (described above). Berkeley projects were also able to compete for funds in a North County pool, and the Berkeley Way and 1601 Oxford projects also received A1 funds.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

No units are expected to be lost. As required by the State in its Housing Element, the City identified five developments containing 297 restricted units as being at risk since they are in annual renewals of their Section 8 contracts and have no other restrictions on their affordability. However, most of these properties are owned by mission-oriented non-profit organizations and the City does not have any evidence that the owners of any of these properties have any intention of converting to market rate. Of course, all of these properties would be at risk in the event of federal policy changes that reduced or eliminated Section 8 subsidies for these properties. The City informally monitors the status of these developments:

- Bonita House – 2 restricted units;
- Lawrence Moor Manor – 46 restricted units;
- Stuart Pratt Manor – 44 restricted units;
- Redwood Gardens – 169 restricted units; and
- Rosewood Manor – 36 restricted units.

Does the availability of housing units meet the needs of the population?

Despite the City's commitment to investing in affordable housing, and the many projects and programs that the City has supported, there is not enough affordable housing to meet the needs of the population in Berkeley, throughout the Bay Area and in coastal California. In the November 2018 Measure O ballot language, the City set a goal of achieving 10 percent reserved affordable housing by 2030. The combined funds of Measures U1, O, P and the existing Housing Trust Fund seek to meet this new goal by leveraging county, state and federal funds.

The Bay Area, including Berkeley, has some of the highest housing costs in the country. Real estate website Zillow.com, using data from September 30, 2019, estimates the median rent price in Berkeley to be $3,775, which is higher than the San Francisco-Oakland-Hayward Metro Median of $3,400. Using additional data from that time period, Zillow.com lists Berkeley's median listing price for single family homes is at $998,000, and the median purchase price is actually $1,256,000. These prices do not reflect a market that includes homes easily within reach for those working minimum wage jobs or extremely low, very low, and low income households. The jump in price from the listing price to the purchase price reflects multiple bids and a competitive market.

Part of the challenge contributing to the high cost and housing demand is that the regional housing supply has not grown to meet the regional job economy. According to the San Francisco Planning Urban Research Association (SPUR), as of early 2016, the Bay Area economy had added 480,000 private-sector jobs over the previous five years, but only 50,000 housing units.

In addition to the ongoing needs for housing for extremely low, very low, and low income households, there is evidence that housing is becoming unaffordable for even households above low income levels. As one example of the local affordability issues, it is very difficult to find housing units for rent at HUD's Fair Market Rents (FMR) in Berkeley, impacting the City's Shelter Plus Care program and the Berkeley Housing Authority's (BHA) Housing Choice Voucher program. BHA reports a 49 percent success rate in leasing up. This means that only 49 percent of vouchers issued in the past 12 months were able to find a unit in Berkeley. The City has also heard from the BHA and social services providers that there are not enough accessible units which are affordable, even for Housing Choice Voucher holders.

New housing developments along the traditional downtown retail corridors are providing market rate housing for higher income residents. Several multi-unit housing projects have recently been entitled or begun construction, including the 12-story apartments at 1951 Shattuck Avenue with 156 units, the Logan Park Apartments at 2352 Shattuck Avenue (204 units), the 2067 University Avenue project with 99 units, and the Aquatic Shattuck at 2628 Shattuck Avenue with 78 units and 2,000 square feet of retail. Each of these projects are anticipated to lease up quickly, with strong demand driven by regional economic growth as well as the increasing student population at UC Berkeley. As of September 2019, there are 2,458 additional housing units (in 36 distinct projects) in the development pipeline (currently under construction, or seeking approval of building permits or land use permits). This represents an

eight percent increase from the number of units that were entitled or under construction as of December 2018 (2,268).

Describe the need for specific types of housing:

The 2013-2017 ACS data shows that 42.3 percent of all occupied households (of 45,515 households) in the City are paying too much for their housing costs. A closer look at the data shows the burden is greater for renters (56.1 percent) than owners with mortgages (35.1 percent). This shows the City has a large need for affordable rental units.

As mentioned above, affordable and accessible units have been identified as a need by the BHA. The vast majority of units housing current Section 8 program participant households are 1- and 2-BR units (approximately 80 percent). The remaining 20 percent of the housing stock utilized by our participating households are Studios (nine percent); 3-BRs (10 percent); and 4 BR units (two percent). This aligns with the City's current rental housing stock with about 53 percent of it consisting of studios and one-bedrooms, although many of them do not have rents affordable at HUD's FMR and thus not available to Housing Choice Voucher holders.

Discussion

Affordable housing units of all types are needed to meet local housing needs.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The very high cost of housing is Berkeley's most critical housing issue and creates the most pressing housing need. Data in this section below show that the median home value increased two percent from 2009 to 2015, and the median contract rent rose 23 percent during this same time period. While this data reflects valuations for those years, it does not reflect the current housing market, where market resale prices have far exceeded older home tax valuations. According to Zillow.com, the median sales price percent change from December 2013 to September 2019 actually demonstrated a 42 percent increase. Similarly, Zillow.com's December 2013 to September 2019 median rental data demonstrates an 18.1 percent increase in rent. These increases far outpace the cost of living.

While incomes have increased, they have not kept pace with housing costs. According to the National Housing Conference's 2018 *Paycheck to Paycheck* report (https://www.nhc.org/wp-content/uploads/2019/04/P2P2018_Final.pdf) within Metro rankings, the San Francisco-Oakland-Hayward metropolitan area (which includes Berkeley) is now the most expensive rental market in the nation, and the most expensive ownership market. A 2019 study by the San Francisco Bay Area Planning and Urban Research Association (SPUR) with the Concord Group (https://www.spur.org/news/2019-02-21/how-much-housing-should-bay-area-have-built-avoid-current-housing-crisis) found that since 2000, the Bay Area should have added 1.05 million housing units. Instead, only 380,000 units were built during this time — 316,000 market rate and 42,000 subsidized affordable units. This means the region fell short by 700,000 housing units. The study additionally found that since the 1990s, the Bay Area's median income has grown rapidly from close to $60,000 per year to close to $90,000 (unadjusted for inflation in 2018). While the region became 50 percent wealthier, with the majority of those with higher incomes arrived from outside the region and wealthier new residents outcompeted existing residents in the constrained housing market. This fast paced competition has led to the conditions demonstrated in the Needs Assessment section of this document, particularly in regards to Housing Cost Burdens.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	724,100	741,900	2%
Median Contract Rent	1,058	1,303	23%

Table 38 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	2,705	10.3%
$500-999	5,825	22.1%
$1,000-1,499	8,245	31.3%
$1,500-1,999	5,265	20.0%
$2,000 or more	4,290	16.3%
Total	*26,330*	*100.0%*

Table 39 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	2,340	No Data
50% HAMFI	5,590	225
80% HAMFI	11,430	445
100% HAMFI	No Data	834
Total	*19,360*	*1,504*

Table 40 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,540	1,855	2,329	3,219	3,946
High HOME Rent	1,369	1,468	1,763	2,028	2,243
Low HOME Rent	1,017	1,090	1,307	1,510	1,685

Table 41 – Monthly Rent

Data Source: HUD FMR and HOME Rents

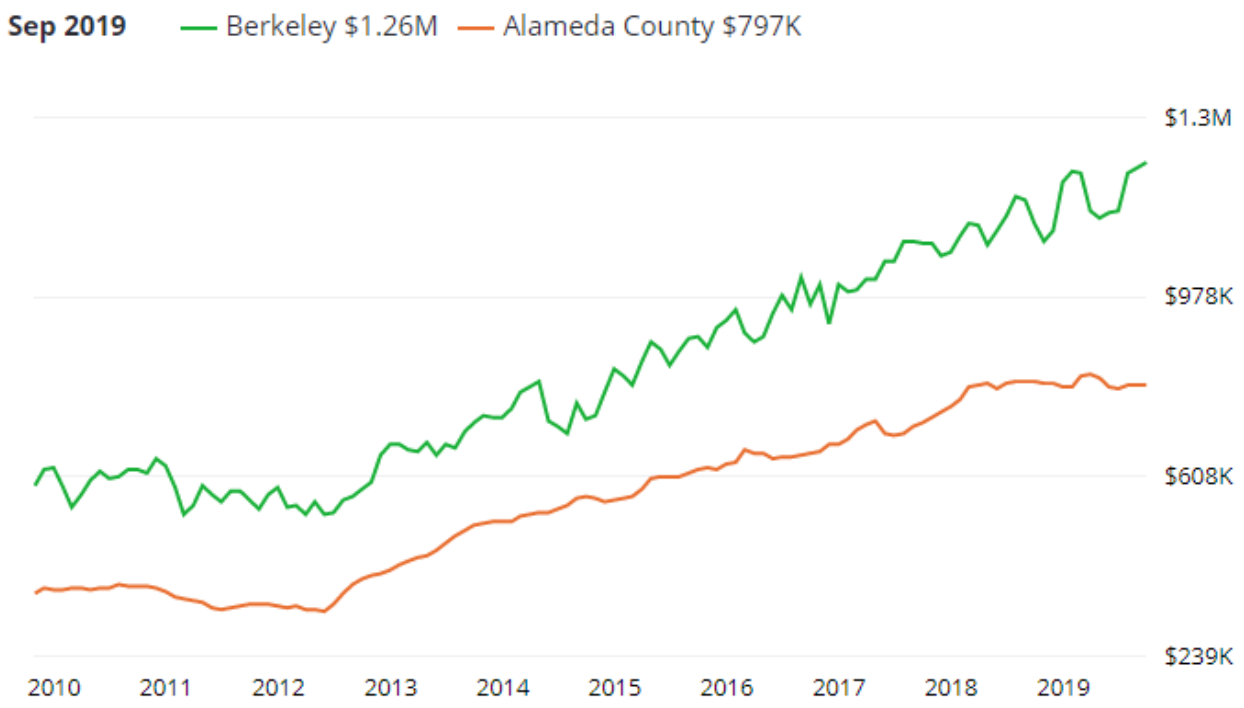

Figure 3 - Median Home Sales Price (all for sale home types), Berkeley and Alameda County, 2010-2019

Source: https://www.zillow.com/berkeley-ca/home-values/

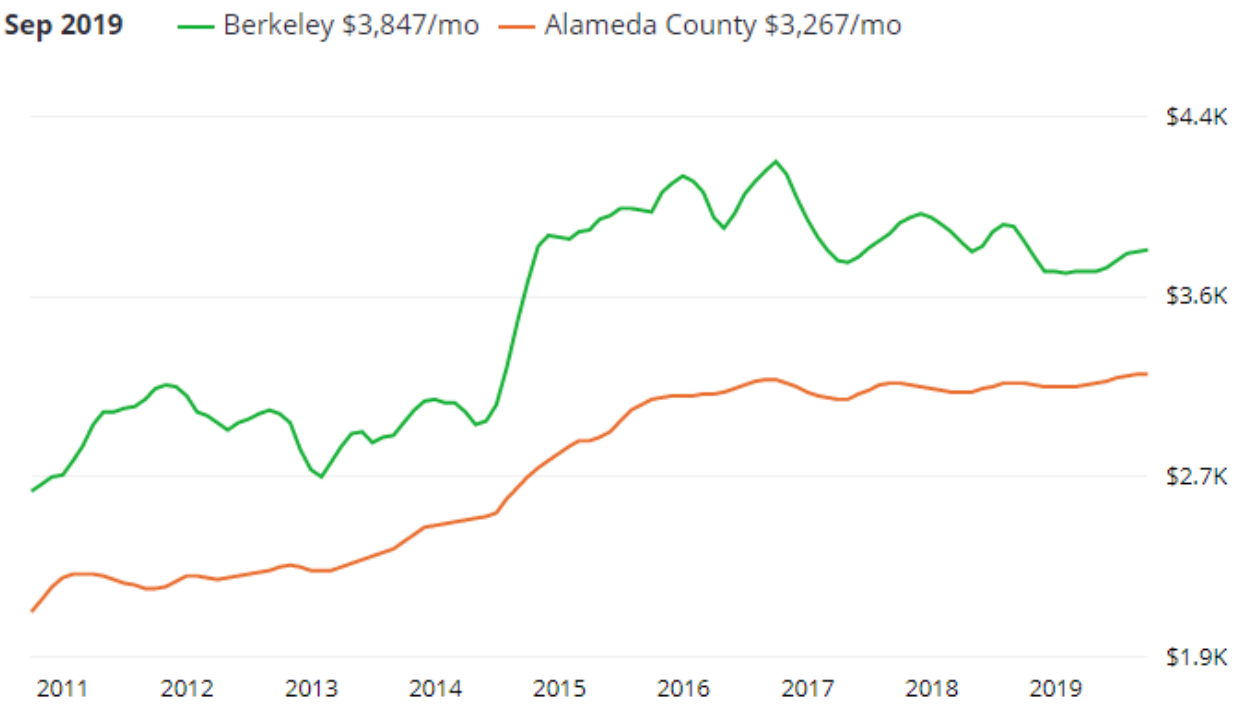

Figure 4 - Median Rental Prices (all unit types), Berkeley and Alameda County, 2010-2019

Source: https://www.zillow.com/berkeley-ca/home-values/

Is there sufficient housing for households at all income levels?

There is probably not sufficient housing for households at all income levels, evidenced by Berkeley being situated within the metro area with the nation's highest rents and home prices combined with a historically low vacancy rate.

How is affordability of housing likely to change considering changes to home values and/or rents?

Given recent trends in the Bay Area, it is likely that home values and rents will continue to increase. Berkeley's homeownership market remains particularly stable and attractive. Despite Zillow.com's 2019 predictions that foreclosures will be a factor impacting home values in the next several years, in Berkeley 0.0 homes are foreclosed per 10,000, which is lower than the San Francisco-Oakland-Hayward Metro value of 0.1 and lower than the national value of 1.2 (https://www.zillow.com/berkeley-ca/home-values/). Mortgage delinquency, a frequent indicator of potential foreclosure is a fraction of one percent (0.2%) in Berkeley, compared to the national value of just over one percent (1.1%). Nationally, as a result of the recession, home values fell by more than 20 percent from their peak in 2007 until their trough in late 2011, with many homeowners now underwater on their mortgages. Dips in home values adjusted relatively quickly after the recession in Berkeley and remain high. The percent of Berkeley homeowners underwater on their mortgage is less than one percent (0.9%), which is lower than San Francisco-Oakland-Hayward Metro at almost three percent (2.7%). This homeowner resiliency is a byproduct of high wage earners currently holding the recently sold market rate homes within Berkeley, with the continually increasing prices discussed in the prior section ($1.26 million median sales price in September 2019).

Rental stock in Berkeley, both market rate and affordable, will significantly increase if currently entitled projects are occupied in the next two years, but the demand will remain high. As mentioned in the Needs Assessment, the University of California at Berkeley increased student enrollment by 11,000 students from original projections of enrollment from 2005-2020. The influx of students from 2005-2020, which is far greater in number than newly constructed university housing units, will continue to impact competition for rental units within the City.

Trends in regional job growth additionally point to sustained or increasing housing costs. According to the Center for the Continuing Study of the California Economy (http://www.bayareaeconomy.org/bay-area-job-watch-33/), a program of the Bay Area Council Economic Institute, 2018 Bay Area labor force participation rates were at record levels as residents who had previously dropped out of the workforce found eager employers. Job growth is continuing despite the lack of affordable housing, and the region has seen a notable increase in out migration (a result of the high housing costs) and an increase in high wage foreign migration.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Berkeley's Area Median Rents are higher than the HOME rents and Fair Market Rents. Services providers have difficulty identifying units for Shelter Plus Care certificate holders within Berkeley. In addition, Area Median Rents are continuing to rise.

The annual Average Market Rents table produced by the City's Berkeley Rent Stabilization Board shows the average market rents for new tenancies in units subject to rent stabilization from 1998 to 2018. The table showing median rents for new tenancies for 2018 is below (General/INFO_Market%20Medians%20Report%20for%20Q3%20and%20Q4%20of%202018.pdf). The City's affordable housing strategy has and continues to emphasize producing and preserving affordable housing.

2018 (new tenancies)										
	1st Q 2018		2nd Q 2018		3rd Q 2018		4th Q 2018		12/31/2018 (Year)	
#BR	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	$1,600	135	$1,800	328	$1,895	344	$1,798	102	$1,800	999
1 BR	$1,950	223	$2,295	592	$2,195	590	$2,150	171	$2,195	1,646
2 BR	$2,504	116	$3,150	574	$2,900	401	$2,800	116	$2,990	1,287
3 BR	$3,150	20	$4,066	113	$3,900	75	$3,438	16	$3,900	241

Figure 5 – 2018 New Tenancies

Source: Market Medians: January 1999 through December 2018, Berkeley Rent Stabilization Board Report, March 21, 2019

Discussion

In addition to rising housing costs, Berkeley has experienced rising costs for producing affordable housing. According to the *2019 International Construction Market Survey* by Turner and Townsend (http://www.turnerandtownsend.com/en/perspectives/international-construction-market-survey-2019/#), the Bay Area currently has the most expensive constructions costs in the nation, with the average construction cost per square foot at $416. The next most expensive city is New York, at an average of $368 per square foot. Especially given the limited amount of HOME funding the City now receives, these high development costs require developers to pursue multiple, highly competitive sources of funding which can take years to assemble. New State of California housing programs, new County funds, and new local funds have dramatically improved the affordable housing funding climate in the past few years, but high costs and assembling multiple sources still remain challenging for local affordable housing developers. Prior to the waiver of HOME commitment deadlines, using HOME was very challenging for the City. The City does not receive enough HOME funds to fund new construction at the needed levels, and smaller rehabilitation projects are often not feasible due to HOME rehab scope and affordability requirements. Federal waiver of commitment deadlines and having local bond funds

available for a pipeline of projects have helped greatly. When the deadlines are reinstated, the City may need to explore using HOME funds for Tenant Based Rental Assistance to avoid the risk of recapture.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

As previously mentioned, most of Berkeley's buildings were constructed between 1875 and 1940 with almost half of all Berkeley's housing stock consisting of single-family units. Of the multi-family units, 7,765 units (or 16 percent) are in buildings with 20 or more units. The age of the housing stock in Berkeley is much older when compared to other areas. Ninety-four percent of Berkeley's housing stock was built before 1979, compared to 81.1 percent in neighboring Oakland (http://www.acphd.org/media/500604/health,%20housing%20in%20oakland.pdf). Despite the prevalence of older units in Berkeley, the City's housing stock is in very good condition. This is likely due to the amount of owner-occupied units, single-family units, and high property values.

Over time the City has implemented a variety of programs to upgrade the quality of housing units in the City, including home rehabilitation loan programs and the Rental Housing Safety Program. Based on the experience with these programs, the rapid increase in property values in Berkeley over the last decade coupled with the availability of home equity loans for home rehabilitation, the City believes a very small number of housing units in Berkeley have significant rehabilitation needs.

Definitions

The City of Berkeley uses HUD's Housing Quality Standards (HQS) to define "standard condition" for units in the rental assistance programs. HQS consists of the following thirteen performance requirements: sanitary facilities; food preparation and refuse disposal; space and security; thermal environmental; structure and materials; interior air quality; water supply; lead-based paint; access; site and neighborhood; sanitary condition; and smoke detectors. For example, the dwelling unit must have suitable space and equipment to store, prepare, and serve food in a sanitary manner in order to satisfy the performance requirement for food preparation and refuse disposal.

This table displays the number of housing units, by tenure, based on the number of "conditions" the units has. Selected conditions are similar to housing problems in the Needs Assessment and are 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, and 4) cost burden greater than 30 percent. The table also calculates the percentage of total units that the category represents.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,720	29%	12,985	49%
With two selected Conditions	75	0%	765	3%
With three selected Conditions	0	0%	120	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	13,790	70%	12,465	47%
Total	*19,585*	*99%*	*26,335*	*99%*

Table 42 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	325	2%	2,210	8%
1980-1999	895	5%	2,505	10%
1950-1979	2,905	15%	10,570	40%
Before 1950	15,465	79%	11,055	42%
Total	*19,590*	*101%*	*26,340*	*100%*

Table 43 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	18,370	94%	21,625	82%
Housing Units build before 1980 with children present	473	2%	159	1%

Table 44 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	Not Available	Not Available	Not Available
Abandoned Vacant Units	Not Available	Not Available	Not Available
REO Properties	Not Available	Not Available	Not Available
Abandoned REO Properties	Not Available	Not Available	Not Available

Table 45 - Vacant Units

Data Source Comments: Data not available.

Vacancy Rates

The original Vacant Units Table above generated by HUD using CHAS data does not include any information on vacancy rates. Information from the 2015 Housing Element including available data is represented below.

Because of the high cost of and high demand for housing in Berkeley, vacant and abandoned units have not been a common problem. The City does not track which units are suitable for rehabilitation and which are not. The Planning & Development Department reports anecdotally that virtually any property in Berkeley can be rehabilitated because of the demand and high market prices for housing. Vacancy rates in Berkeley were relatively level at around four percent from 1970-2000 and increased to seven percent in 2010 according to the decennial census.

Since the Bay Area's rapid recovery from the recession, vacancy rates have dropped throughout the region. According to the 2013-2017 ACS 5-year estimates, Berkeley has a homeowner vacancy rate of 0.3 percent and a rental vacancy rate of 2.8 percent. Another data source, The *Comprehensive Housing Market Analysis for Oakland-Hayward-Berkeley* by HUD, based on the end of 2016 (https://www.huduser.gov/portal/publications/pdf/OaklandCA-comp-17.pdf), estimated the rental vacancy rate to be at nearly three percent (2.7%) and the sales housing market with an overall estimated vacancy rate of just over half a percent (0.6%).

In many urban areas, a "normal" vacancy rate is about two percent for owner-occupied housing, six to seven percent for rental housing, and about five percent overall. Although it is difficult to pinpoint what an acceptable vacancy rate is, an internet search of "normal vacancy rate" finds numerous references in real estate reports, housing studies, academic research, and other documents to a "normal" vacancy rate for a housing market in balance as being about five percent overall, two percent for ownership housing, and six or seven percent for rental housing. Many ordinances use a five percent long-term vacancy rate as the measure of a healthy rental market.

Occupied Housing Units and Vacancy Rates, 1970 to 2010					
	1970	**1980**	**1990**	**2000**	**2010**
Number of Housing Units	46,160	46,334	45,735	46,875	49,454
Occupied Housing Units or Households	44,494	44,704	43,453	44,955	46,029
Vacant Housing Units	1,666	1,630	2,282	1,920	3,425
Vacancy Rate	3.6%	3.5%	5.0%	4.1%	6.9%

Figure 6 – Occupied Housing Units and Vacancy Rates

Source: City of Berkeley 2015 Housing Element

Need for Owner and Rental Rehabilitation

As shown by the data above, more than half of Berkeley's housing stock does not have any of the selected quality conditions. Among the housing units that do have any of the reported conditions, high cost compared to the resident's income (cost burden) is by far the most common problem. At the same time, the vast majority of Berkeley's housing stock is more than 30 years old. Due to the age of the housing stock, rehabilitation is often needed to bring the housing up to current standards, particularly in regard to accessibility features for people with disabilities. Because many Berkeley residents are housing cost-burdened, there is also a need for affordable rehabilitation opportunities.

The City supports the rehabilitation of ownership and rental units through a variety of efforts. For ownership units, the City administers the Senior and Disabled Rehabilitation Loan Program. This program provides a zero interest deferred loan to low- and moderate-income senior and disabled homeowners to improve their homes. The City also provides funding to several local non-profit agencies for minor rehabilitation of units owned or rented by low-income households. For rental housing in the Housing Choice Voucher and Shelter Plus Care programs, the units are routinely inspected to ensure they meet HUD's Housing Quality Standard requirements. All rental units in the City participate in the Rental Housing Safety Program. Part of the program is reactive/complaint-based were state-mandated housing code inspections are conducted in response to complaints. Another part of the program is proactive whereas inspections are performed on randomly selected residential rental properties. The program also has a Safety Certification Checklist which requires owners of rentals to annually inspect their units and certify that specific housing safety standards are being met.

Low income Berkeley residents can also take advantage of Alameda County's Lead Hazard Repair grants. Grants are available for owners of pre-1978 rental and owner-occupied residential properties throughout Alameda County. Income, occupancy and other eligibility requirements apply. Pre-1960 housing units are a priority. Service includes free lead testing, up to $10,000 per unit for lead hazard repairs, and project assistance to help make your home or property lead-safe.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

From the Number of Households Table (see Needs Assessment), there are 3,635 small family households at or below 80 percent HUD Area Median Family Income (HAMFI) income category and there are 300 large family households in the same income category. Therefore, approximately eight and a half percent of housing units are occupied by low income families. Applying that percentage to the total number of units built before 1980, an estimated 3,400 housing units occupied by low income families may contain Lead-Based Paint (LBP) hazards.

The table above (Table 39) indicates that three percent of housing units built before 1980 contains children in the household. However, the 2013-17 ACS shows there are approximately 8,478 households

with children in the City, or 18.6 percent of households. Therefore, the figures above appear to be too low and are likely incorrect.

The Alameda County Healthy Homes Department (ACHHD) administers HUD-funded lead hazard control grants in Alameda County and since July 1, 2015, has completed lead evaluations at 52 pre-1978 low-income housing units and has made 49 housing units lead-safe at 21 properties. Among the evaluated pre-1978 low-income housing it was found that 51 out of 52 units (98 percent) tested in Berkeley between 2015 and 2019 had lead hazards.

The ACHHD was recently awarded a new 42-month lead hazard control grant which is expected to begin January 1, 2020. The ACHHD will market to and expects to enroll eligible Berkeley properties into the program which will complete 144 units County-wide over the grant period.

Discussion

Generally, Berkeley's housing stock is in very good condition. Needs for rehabilitation are for low income homeowners, rental housing affordable to people with low incomes, and in accessibility improvements.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

N/A

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	98	0	1995	300	1695	20	0	40
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 46 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable. BHA no longer owns the 61 units of former public housing. Via the disposition process, the units were sold to a private developer (Related California) that rehabilitated and will operate the units as permanently affordable housing under the Project-based Vouchers program.

Public Housing Condition

Public Housing Development	Average Inspection Score
Not Applicable	Not Applicable

Table 47 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

N/A

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

N/A

Discussion:

The Berkeley Housing Authority administers a voucher program only.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The City funds a wide range of homeless programs including 298 year round shelter beds and 30 seasonal shelter beds. After working hours, unfilled beds are filled through an evening Centralized Shelter Reservation Hotline. BOSS Harrison House shelter has 10 beds reserved for Alameda County Behavioral Health Care Services Agency (BHCS). The remaining beds are available to literally homeless individuals and families who have been assessed by the North County Housing Resource Center or the Family Front Door, the Housing Resource Center for literally homeless families.

The City funds 27 transitional housing beds in two programs, and three other programs operate without City funding.

The City funds six programs which provide support services in permanent housing. Four are associated with specific sites, while the others serve tenants renting private apartments using rental subsidies.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	56		15 beds (5 units)	35	2
Households with Only Adults	242	30	49	224	53
Chronically Homeless Households		0	0	206	53
Veterans	0	0	22	10	0
Unaccompanied Youth	0		12	10	0

Table 48 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: City of Berkeley

Note: There is no Consolidated Plan generated Table 44 for Berkeley.

Provider Name	Address	Program Name	Population	Family Beds	Individual Beds	Year Round	Seasonal Only
Berkeley Food and Housing Project	2140 Dwight Way	Men's Housing Program	Single Males		32	32	0
Berkeley Food and Housing Project	2140 Dwight Way	Women's Housing Program	Single Females		32	32	0
Building Opportunities for Self Sufficiency	711 Harrison House	Harrison House	Single Males and Females and Familes	56 (18 families)	50	106	0
Dorothy Day House	1931 Center Street	Veteran's Building Shelter	Single Males and Females		53	53	0
Dorothy Day House	2134 Martin Luther King Jr Way	Emergency Storm Shelter	Single Males and Females		30	0	30
Covenant House	1744 University	YEAH!	Single Males and Females (18-25 year olds)		30	30	0
Bay Area Community Services	2nd and Cedar	Pathways Stair Center	Single Males and Females		45	45	
				56	272	298	30

Figure 7 – Current Inventory: Emergency Shelters

Source: City of Berkeley, Housing and Community Services Division

Provider Name	Address	Program Name	Population	Family Beds	Individual Beds	Year Round
Berkeley Food and Housing Project	2140 Dwight Way	Veteran's Program	Single Males		12	12
Bonita House	1410 Bonita Street	Bonita House	Single Males and Females		15	15
Fred Finch Youth Center	3404 King Street	Turning Point	Single Males and Females		12	12
Resources for Community Development	1621 Ashby	Ashby House	Single Veterans		10	10
Women's Daytime Drop-in Center	2218 Acton Street	Bridget House	Families	15 beds (5 units)		12
				15	49	61

Figure 8 – Current Inventory: Transitional Housing

Source: City of Berkeley, Housing and Community Services Division

Provider Name	Address	Project Name	Population	Units	Beds/Rooms
Satellite Affordable Housing Associates	Berkeley	Peter Babcock House	Single Males and Females		5
Satellite Affordable Housing Associates	Berkeley	Harmon Gardens	Single Males and Females	15	
Berkeley Food and Housing Project	Berkeley	Russell Street Residence	Single Males and Females		17
Berkeley Food and Housing Project	Berkeley	Russell Street Residence Annex	Single Males and Females		4
Bonita House	Berkeley	Channing Way Apts	Single Males and Females		4
Bonita House	Berkeley	Pathways	Single Males and Females		7
Bonita House	Oakland	Pathways	Single Males and Females	4	4
Bonita House	Berkeley	SIL Hearst Apartments	Single Males and Females		12
City of Berkeley	Tenant Based Rental Assistance	Square One	Single Males and Females	6	
City of Berkeley	Tenant Based Rental Assistance(TBRA)	Shelter Plus Care - TBRA	Single Males and Females and Families	150	
City of Berkeley	Tenant Based Rental Assistance(TBRA)	COACH Project	Single Males and Females	86	
City of Berkeley	Berkeley	McKinley House	Single Males and Females	7	
City of Berkeley - Berkeley Housing Auth	Tenant Based Rental Assistance	Non-elderly Disabled (NED)	Single Males and Females and Families	30	
Northern California Land Trust	Berkeley	Haste House	Single Males and Females		7
Resources for Community Development	Berkeley	Supportive Housing Network	Single Males and Females		14
Resources for Community Development	Berkeley	Erna P. Harris Court	Single Males and Females	35	
Resources for Community Development	Berkeley	Oxford Plaza	Single Males and Females	4	
Resources for Community Development	Berkeley	U.A. Homes	Single Males and Females	0	74
			Total	337	148

Notes: Affordable rental housing is listed by the number of units. Developments providing congregate (shared kitchens, baths) housing are listed by the number of beds/rooms. There are other permanent housing developments in Berkeley that may be affordable to people who are homeless and offer some level of social services to residents which are not listed here. This table lists only developments/projects specifically targeted toward people who are homeless at entry. *Shelter Plus Care households are 86% adults and 14% families as of PY19.

Figure 9 – Current Inventory: Permanent Supportive Housing

Source: City of Berkeley, Housing and Community Services Division

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

All homeless agencies rely in part on mainstream services to meet the needs of their clients. Berkeley has its own Mental Health Division that accepts referrals from homeless providers and outreaches to homeless people living on the streets. Berkeley is also home to Lifelong Medical Care and provides funding for Lifelong to serve low-income residents, including those who are homeless. In addition, the City funds Lifelong to provide services to formerly homeless people living in permanent housing in Berkeley. The City also funds both benefits advocacy services. It also funds employment training and placement services that can be accessed by people who are homeless. More information about the mainstream services accessed by homeless services providers is provided in Section SP-60.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

All homeless housing and service programs in Berkeley may be serving people who are chronically homeless. In PY18, 56% of the people served by shelters and transitional housing programs were chronically homeless individuals. The 2019 homeless count (the last count from which Berkeley-specific data is available) found that chronically homeless people were 34 percent of the City's homeless population and most agencies have experience serving people who are chronically homeless.

Berkeley has five City-operated programs serving primarily people who are chronically homeless:

- The Shelter Plus Care Collaborative Opportunity to Address Chronic Homelessness (COACH) grant, provides tenant-based rental assistance to a minimum of 87 chronically homeless single adults who are frequent users of emergency services, or have repeated contacts with law enforcement.
- The Shelter Plus Care Housing Opportunity for Older Adults (HOAP) Project also specifically targets chronically homeless single adults. This grant provides a minimum of 14 tenant-based subsidies for chronically homeless adult aged 55 and older who receive services through the City's Aging Services Division. In FY19, the City received approval to consolidate its HOAP grant with the below Tenant Based Rental Assistance grant described below.
- The Shelter Plus Care Tenant-Based Rental Assistance provides rental assistance to a minimum of 129 households, either families or single adults, and prioritizes households that meet the HUD criteria for being chronically homeless, but the grant allows some flexibility to serve households who are homeless and disabled who may not meet the strict criteria for being chronically homeless. All newly referred participants must meet HUD's chronic homeless definition.

- The Shelter Plus Care Alameda County Collaborative grant is a tenant-based rental assistance grant in partnership with Alameda County that serves a minimum of 15 households with a disabling condition related to HIV/AIDS, and prioritizes people who are chronically homeless.
- The Shelter Plus Care Supportive Housing Network is a sponsor-based grant with Resources for Community Development as the project sponsor. The grant primarily serves 15 chronically homeless single adults who reside at one of two sites owned and managed by RCD.
- The Square One program, which combines a locally funded housing subsidy with services provided by Berkeley service providers. The City of Berkeley invests more than $407,000 each year in services for transition age youth. The City has 30 year-round shelter beds for homeless TAY (YEAH! Shelter), 12 transitional housing beds (Fred Finch Youth Center) and 10 permanent supportive housing units (Harmon Gardens).

Through the Mental Health Division, the City has contracted with Youth Engagement, Advocacy, Housing (YEAH!) for $101,978, to provide services, supports, and/or referrals to Transition Age Youth (TAY) with serious mental illness who are homeless or marginally housed and not currently receiving services in its TAY Support Services. This program is part of the City's Mental Health Services Act (MHSA) implementation.

The Berkeley Food and Housing Project has 12 transitional housing beds for single homeless male veterans and provides case management services during the day and shelter at night. In addition, Ashby House, owned by Resources for Community Development and operated by Operation Dignity provides 7 units of transitional housing for homeless veterans.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

As previously discussed in the Needs Assessment, the special needs population consists of persons who are not homeless but require supportive housing and services for various reasons. This population includes (but is not limited to) persons with mental, physical, and/or developmental disabilities; the elderly and frail elderly; persons with alcohol or other drug addiction; persons with HIV/AIDS and their families; victims of domestic violence, dating violence, sexual assault, and stalking; and transitional age youth.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The City of Berkeley's Aging Services Division, part of the Health, Housing & Community Services (HHCS) Department, operates two senior centers and offers a variety of computer classes, seminars, and social events for adults 55 years of age and older. The Aging Services Division offers lunch at the two senior centers, delivers meals to homebound seniors through their Meals on Wheels Program, and provides consultation/referral services via the Social Services Unit. The City also funds the following programs:

- Japanese American Services of the East Bay, Senior Services
- Easy Does It Emergency Services, Senior Paratransit Services

The City of Berkeley's Mental Health Division (also part of HHCS) provides mental health prevention and intervention services with a focus on high-risk adult, youth, and families. Working closely with other City departments and community partners, the City's Mental Health Services Division provides programs for people in crisis, people with serious mental illnesses and disabilities, people in need of mental health or related social services, and children, teens, and families experiencing emotional difficulties. The division is also one of a number of agencies providing services for participants in Berkeley's Shelter Plus Care Program. Their assistance allows seriously mentally ill adults who are homeless, frequently chronically homeless, to become permanently housed with ongoing support.

In addition to the work of the Mental Health Division, the City has funded the following programs for people with disabilities using a combination of federal and local funds. These programs serve primarily non-homeless people but do not prohibit participation by people who are homeless. Programs include:

- Bay Area Outreach and Recreation Program: Recreational Services for Persons with Disabilities;
- Berkeley Place: Deaf Services;
- Bonita House: Creative Wellness Center;
- Center for Independent Living: Residential Access Project for Disabled;
- Easy Does It: Emergency Services for Severely Disabled Transportation Program; and

- Through the Looking Glass: Parenting and Education Programs.

The City funds the following programs for people with alcohol and drug addiction:

- Bonita House: Case Management Tied to Permanent Housing;
- Lifelong Medical Care: Acupuncture Detox Clinic; and
- Options Recovery Services: Transitional Housing.

The City funds the following program for victims of domestic violence:

- Family Violence Law Center: Family Violence and Homelessness Prevention

The City of Berkeley's Public Health Division provides HIV/AIDS services. The services at the public health clinic include HIV education, counseling, "opt-out" testing (conventional and Rapid HIV testing) and referral services to minimize the spread of HIV infection. For all newly positive HIV clients and for HIV + clients who have fallen out of medical care we provide a warm hand off to one of the HIV Care Clinics in the East Bay. The Public Health Division also conducts AIDS/HIV case surveillance.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Alameda County-wide Continuum of Care (CoC) provides several programs to ensure persons returning from mental and physical health institutions receive appropriate supportive housing.

Persons are not routinely discharged from health care facilities into homelessness, and the CoC worked with a variety of health care institutions to reduce discharges into literal homelessness. California recently enacted Senate Bill (SB) 1152 that outlines requirements of hospitals and emergency departments related to the care and discharge of homeless patients. The Alameda County Health Care Services Agency (HCSA), a member of the HUD CoC, convened several work group sessions on the new legislation in partnership with the Northern California Hospital Council and its members. The sessions focused on improving collaboration and coordination among the CoC and community-based agencies including training and information sharing on coordinated entry processes. The County and hospitals have established several medical respite/recuperative care programs for homeless patients exiting emergency departments and hospitals with a large project in the planning phases on formal federal land. The County also established a locally funded housing subsidy pool to provide permanent housing subsidies for high priority homeless patients in Skilled Nursing Facilities and hospitals. Finally, Alameda County actively participates in a Medicaid waiver program focused on expanding resources and collaboration among health and housing providers to address homelessness.

The CoC works with Housing Services Office of Behavioral Health Care Services (BHCS) to improve discharge planning from mental health facilities. To that end, the Housing Services Office, with coordination by the CoC created a homelessness prevention/rapid re-housing fund, modeled after and

delivered in partnership with the Homeless Prevention and Rapid Re-Housing Program. The fund has been used to help hospitalized persons continue to pay rent so units are not lost, or to obtain units upon exit from the facility. The CoC worked with permanent supportive housing providers to develop protocols allowing tenants hospitalized for more than 30 days to retain their units. The CoC and the Housing Services Office trained staff on how to assess patients' housing needs and assist in resolving them as part of discharge planning, utilizing the Office's centralized housing resource database and webpage. BHCS also contracts for dedicated emergency hotel beds for use while ACT teams work on locating permanent housing. BHCS also pays subsidies for licensed residential care facilities to which people routinely exit and expanded this program over the past year. BHCS is also working on a new crisis and transitional residential program for homeless individuals with a serious mental illness.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Berkeley will continue to fund public services, housing rehabilitation, public facility renovations and other housing services with federal funds in PY20. See the Strategic Plan and Annual Action Plan for more detail.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

N/A

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

To identify potential constraints to housing production, City staff analyzed the specific constraint categories as described in state law and discussed the City's regulations with local developers. Planning and zoning regulations establish rules for how land may be used, thereby limiting the amount of development in a city. Although local ordinances and policies are typically adopted to protect the health, safety, and welfare of residents, they may have the consequence of creating constraints to the development of housing. This consequence may be intentional (as is the case with growth control ordinances) or unintentional (such as with certain zoning requirements).

As described in detail below, most constraints have been addressed by existing City programs. The development record and densities of approved projects are the best evidence that there are not significant constraints to housing production. However, housing policies have been designed to minimize potential constraints including: identification and consideration of options to revise the zoning regulations in lower and medium-density areas for infill developments, consideration of revisions to the accessory dwelling unit regulations, and continued improvement to the development review process.

Density and Development Standards

Density is a key factor in identifying potential constraints to development of housing. The more cities limit density, the fewer units are constructed and, in general, the more expensive they are on a per-unit basis. Most lots in Berkeley are developed and most zoning districts allow residential uses. Thus, housing is allowed in most of the City, except portions of West Berkeley that are developed with and planned for manufacturing uses.

For most zoning districts, residential development standards, such as lot size, setbacks, lot coverage, etc. are similar to standards in other nearby cities. There are not many vacant lots and construction of new single-family dwellings has been limited. Single-family development tends to provide above-moderate income housing, so to the extent that this is a constraint, it is not on the development of affordable units.

Berkeley has numerous medium and high density residential zoning districts. This type of infill development (adding units to developed lots) occurs throughout the City.

As previously indicated, residential growth has concentrated on commercial corridors, with recent development densities ranging from 69 to 202 dwelling units per acre. Since 2014 the state has increased development potential in the Telegraph Commercial district. The Planning Department is actively engaged in the Adeline Corridor Planning Process which is proposing new zoning incentives for on-site affordable housing. The plan and updated zoning are anticipated to be adopted in the first half of 2020. Additionally California Assembly Bill 2923, passed in 2019, requires adopting updated zoning on all BART properties. This will affect both Ashby BART station and North Berkeley BART Station.

While the flexibility of Berkeley's zoning ordinance and the lack of specific density standards may be seen as providing less certainty than more traditional zoning, it is clear from the record of development that specific density standards are not needed to produce housing of sufficient density to be financially feasible and attractive to developers. However, while the zoning ordinance includes five multi-family zoning districts and the City has seen numerous medium density multi-family development projects, Housing Policy H-34 of the City's *Housing Element* encourages the review the regulation of medium density infill development and to identify and change possible constraints.

Parking

The City's residential parking requirements are generally low and are not a constraint to development. The zoning regulations for mixed-use projects also provide flexibility to the parking standards. For example, the City allows deep parking reductions for projects located Downtown and along major transit corridors. Many mixed-use projects have been built with less than one parking space per dwelling unit. Some have been approved with no parking for the residential component and several Downtown projects that were allowed a parking reduction have discovered that there is less tenant demand than expected.

In addition, Berkeley was one of the first cities in the country to allow double and triple stacks lifts to satisfy the City's residential parking requirements. This can eliminate the need for expensive below-grade parking and/or leave more leasable ground floor area by minimizing the space needed for parking.

In January 2020, new California state legislation, Assembly Bill 881, takes effect, and as noted below, removes parking requirements when near public transportation or when physically replacing an existing garage, car port or covered parking structure. This may continue to ease building restrictions.

Second Residential Units

Provision of small, accessory dwelling units (ADUs) in low density areas can be a good way to add housing units outside of the commercial corridors and higher density residential districts, while also meeting personal or financial needs of property owners. For example, a second unit on a single-family property can provide an opportunity for an older owner to remain at home, either with a caretaker in the second unit or by renting the house to a family and the owner moving into the smaller unit. A 2012 study by UC Berkeley's Center for Community Innovation, *Yes in My Backyard: Mobilizing the Market for Secondary Units* (http://www.bayareaeconomy.org/files/pdf/AlamedaHousing.pdf) estimated that 3,628 single family housing units in Berkeley would be eligible for ADUs under existing zoning and that with recommended land use changes 6,040 units would be possible. Due to updates in Berkeley's code we estimate that the number may now be closer to 6,040.

While the City adopted new ADU rules which took effect June 29, 2018, the state of California also recently passed legislation in 2018 and 2019 to ease restrictions to further streamline the building and permitting process. Key changes brought about by the new 2019 state laws, which will be fully

implemented by 2020, include prohibiting parking requirements (when half a mile from transit stops) and impact fees on units smaller than 750 square feet and limiting the permit fees that can be charged to larger ADUs, removing owner-occupancy requirements and allowing for two ADUs on the same property. Berkeley's City Council is currently considering an ADU amnesty program that would assist owners in bringing existing ADUs to code, hoping to encourage new, updated units to come to market.

Demolition Controls

The City regulates demolition of dwelling units to protect the affordable housing supply and existing tenants. In general, the Zoning Adjustments Board (ZAB) may approve a use permit to demolish dwelling units only if the units are replaced by new construction or if the structure is hazardous, unusable or infeasible to repair. However, if elimination of a rent-controlled unit is proposed, the requirements are more stringent.

In 2016 there was an amendment to the municipal code regulating the demolition and elimination of Dwelling Units. The ZAB may allow demolition of a building constructed prior to June 1980 (essentially a controlled rental unit) on a property containing two or more dwelling units if it makes the following findings: 1) the building containing the units is hazardous or unusable and is infeasible to repair; or 2) the building containing the units will be moved to a different location within the City of Berkeley with no net loss of units and no change in the affordability levels of the units; or 3) the demolition is necessary to permit construction of special housing needs facilities such as, but not limited to, childcare centers and affordable housing developments that serve the greater good of the entire community; or 4) the demolition is necessary to permit construction approved.

If this demolition allowance is made by the ZAB, applicants must pay a fee, but the City Council, as of 2019, has not yet determined the amount of that fee. In lieu of a fee, the applicant may provide a unit in the new project at below market rate to a qualifying household in perpetuity. The rate would be set by City Council and would be governed by a regulatory agreement with the City.

The issue is complicated by interpretation of other ordinances, including the Rent Stabilization and Eviction for Good Cause Ordinance, the Relocation Ordinance, and the Ellis Act. Due to the restrictive nature of these exceptions and their interaction with other City ordinances, the controls on demolition of rent-controlled units can be a constraint to development. The afore mentioned update to the code includes a provision to require that if a building is removed from the rental market under the Ellis Act, there must be a 5 year waiting period prior to demolition and the property cannot have verified cases of harassment or illegal eviction in the preceding 3 years. If those conditions are not met, hearing may be heard by the rent Board Hearing Examiner and the Zoning Adjustment Board.

Regarding occupied units under consideration for demolition, the following requirements apply: 1) the applicant provides all sitting tenants notice of the application to demolish the building no later than the date it is submitted to the City; 2) The applicant shall provide assistance with moving expenses 3); the

applicant shall subsidize the rent differential(in a manner approved by the City) for a comparable replacement unit, in the same neighborhood if feasible, until new units are ready for occupancy.

If a demolition applicant proposes to construct a 100 percent affordable housing project, applicants shall provide relocation benefits that conform to state laws. Sitting tenants who are displaced as a result of demolition shall be provided the right of refusal to move into the new building; and tenants of units that are demolished shall have the right of first refusal to rent new below market rate units designated to replace the units that were demolished, at the rent that would have applied if they had remained in place, as long as their tenancy continues. Income restrictions shall not apply to displaced tenants. First right of refusal would also apply to 100 percent affordable units that were not designated to replace displaced tenants' demolished units, but income and other restrictions would apply when the units were ready for occupancy. Demolition regulations regarding Accessory Dwelling Units may be reviewed by City staff in 2020 to ensure compliance with new state legislation.

Berkeley's demolition regulations are not a constraint to housing development, as demolition of units is permissible upon replacement of at least the same number of dwelling units as the demolished structure.

Affordable Housing Incentive Programs

Inclusionary housing was originally adopted as City policy as part of the Neighborhood Preservation Ordinance in 1973 and it was codified in the zoning ordinance in 1987. In 2009, the *Palmer/Sixth Street Properties vs. City of Los Angeles* court ruling found that inclusionary housing requirements on rental developments violate the Costa-Hawkins Rental Act of 1995, thereby invalidating the City's inclusionary requirements for rental housing. In order to continue to provide income-restricted units in Berkeley, Council adopted an affordable housing mitigation fee (AHMF) on new market-rate rental units (Ordinance 7,192-N.S.) on June 28, 2011. The fee was established by an impact fee nexus study, which quantified the need for affordable housing created by the development of new market rate rental housing.

On October 16, 2012, the City Council adopted Resolution 65,920-N.S. setting the fee at $28,000 and establishing criteria for applying the fee. On February 19, 2013, City Council adopted Resolution 66,015-N.S. which reduced the fee for projects meeting certain benchmarks within the first two years of the program. On October 7, 2014, Council adopted Resolution No. 66,809–N.S. amending Resolution No. 66,015-N.S. to extend the affordable housing mitigation fee discount of $8,000 for six months to April 16, 2015, requiring projects receiving the discount to obtain needed approval of the Zoning Adjustments Board by April 16, 2017, and directing staff to work with the Planning Commission and the Housing Advisory Commission to complete the new nexus study for possible revisions to the fee.

An updated nexus study for the AHMF which was completed March 25, 2015, found a nexus supporting maximum possible fee of $84,400 per market rate unit. On July 12, 2016, Council raised the fee to 34,000 per new unit of rental housing. June 27, 2017, Council increased the fee to 37,000 per new unit

of rental housing with a 3,000 discount if paid in full before issuance of building permit. Effective July 1, 2018, the AHMF is $37,962 per new unit of rental housing, payable at the issuance of Certificate of Occupancy. If the AHMF is paid in its entirety no later than issuance of the building permit, the fee is $34,884 per new unit of rental housing.

The inclusionary housing ordinance includes both rental and ownership housing, but there has not been an ownership project since 2007. The City is exploring the ownership project with a developer that may be interested in an ownership project.

The AHMF is deposited in the City's Housing Trust Fund. The AHMF applies to new rental housing projects of 5 or more dwelling units (certain types of projects are exempt). An applicant for a development project that is subject to the AHMF may elect to avoid the fee completely by providing 20 percent of the units in the development to qualified households at rental rates affordable to Low-Income and Very Low-Income households (https://www.cityofberkeley.info/ContentDisplay.aspx?id=74682). Half of the affordable units must be provided to households with rents and incomes no greater than Low Income (80 percent of Area Median for the household and unit size) and half at Very Low- Income (50 percent of Area Median). If an odd number of affordable units are provided, the majority must be Very Low-Income. In addition, of the total Very Low-Income units, 40 percent of the units must be reserved for holders of Berkeley Housing Authority Section 8 vouchers and 40 percent must be reserved for holders of City of Berkeley Shelter + Care certificates. For projects designating fewer than 20 percent of their total units as affordable, the AHMF will be reduced proportionally.

Between 2015 and 2018, the City's policy led to the construction of a total of 194 below market rate units, including 86 Very Low Income and 17 Low Income units. As mentioned in previous sections, the Housing Trust Fund has recently expanded as a result of voter approved measures, expanding the City's ability to leverage funds to create additional below market rate units.

As demonstrated by development activity in Berkeley, the zoning standards, including density, parking and affordable housing requirements, have not constrained approval of housing projects or development of affordable units. According to a Berkeleyside news publication on March 26, 2019 (https://www.berkeleyside.com/2019/03/26/the-2019-berkeley-housing-pipeline-map-a-berkeleyside-special-report), nearly 1,300 units have been built since about 2012, about 90 of which were below-market-rate units; 1,047 are under construction (including 81 below market rate units); 1,444 units have been approved (with about 84 below market rate units); and another 1,252 (with 102 below market rate units) have been submitted. In 2019, an additional 519 units have been approved, are under construction or have been built for seniors, artists, persons with special needs, those who have been homeless and other specialized categories. The residential zoning standards are appropriate for residential areas and flexibility is provided for high density projects on commercial corridors. The affordable housing mitigation fee (AHMF), or provision of on-site units available to Very Low Income Households, has not deterred new residential development as can be seen with the number of applications the City has received and the continued interest in new multi-family construction.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section covers the economic development needs of the City and provides data regarding the local economic condition.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	348	41	1	0	-1
Arts, Entertainment, Accommodations	5,166	8,264	14	18	4
Construction	1,147	1,432	3	3	0
Education and Health Care Services	7,147	11,341	20	24	5
Finance, Insurance, and Real Estate	2,413	1,717	7	4	-3
Information	2,092	1,566	6	3	-2
Manufacturing	1,776	4,043	5	9	4
Other Services	1,877	3,251	5	7	2
Professional, Scientific, Management Services	6,965	6,037	19	13	-6
Public Administration	0	0	0	0	0
Retail Trade	3,169	6,163	9	13	5
Transportation and Warehousing	635	185	2	0	-1
Wholesale Trade	1,035	1,259	3	3	0
Total	33,770	45,299	--	--	--

Table 49 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	64,085
Civilian Employed Population 16 years and over	58,830
Unemployment Rate	8.19
Unemployment Rate for Ages 16-24	15.25
Unemployment Rate for Ages 25-65	5.71

Table 50 - Labor Force

Data Source: 2011-2015 ACS

Employer	Number of Employees	Rank	Percentage of Total City Employment
University of California Berkeley	13,396	1	20.14
Lawrence Berkeley National Laboratory	3,350	2	5.04
Sutter East Bay Medical Foundation/Hospitals	2,344	3	3.52
Berkeley Unified School District	1,642	4	2.47
Bayer Corporation	1,576	5	2.37
City of Berkeley	1,572	6	2.36
Siemens Corporation/Healthcare Diagnostics, Inc.	877	7	1.32
Kaiser Permanente Medical Group	800	8	1.20
Berkeley Bowel Produce	616	9	0.93
Whole Foods Market California Inc.	383	10	0.58
Total	26,556		39.92

Figure 10 – Principal Employers in Berkeley, FY 2018

Data Source: City of Berkeley's FY 2018 Comprehensive Annual Financial Report (CAFR), available at: https://www.cityofberkeley.info/uploadedFiles/Finance/Home/Reports/BerkeleyCAFRReport2018.pdf

Top 10 Berkeley Employers, 4th Quarter, 2013

Occupations by Sector	Number of People
Management, business and financial	25,475
Farming, fisheries and forestry occupations	1,990
Service	3,860
Sales and office	9,875
Construction, extraction, maintenance and repair	1,320
Production, transportation and material moving	805

Table 51 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	29,830	58%
30-59 Minutes	15,540	30%
60 or More Minutes	5,720	11%
Total	*51,090*	*100%*

Table 52 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,195	260	955
High school graduate (includes equivalency)	2,470	205	1,090
Some college or Associate's degree	6,360	895	2,485
Bachelor's degree or higher	33,155	1,890	5,965

Table 53 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	14	315	355	580	395
9th to 12th grade, no diploma	505	230	380	550	350
High school graduate, GED, or alternative	4,675	1,175	600	2,000	1,590
Some college, no degree	18,055	2,470	1,465	3,365	2,215
Associate's degree	675	780	585	1,130	700
Bachelor's degree	5,545	8,700	4,310	7,260	3,720
Graduate or professional degree	300	6,405	5,330	9,025	7,040

Table 54 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	21,442
High school graduate (includes equivalency)	28,484
Some college or Associate's degree	30,316
Bachelor's degree	45,112
Graduate or professional degree	62,483

Table 55 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the data above, the top employment sectors in the City of Berkeley are education and health care services with 24 percent share of the jobs. The arts, entertainment, and accommodations sector follow with 18 percent share.

Describe the workforce and infrastructure needs of the business community:

The workforce and infrastructure needs of the business community are broad. As in most Bay Area cities, Berkeley's businesses require an educated and skilled workforce, a robust transportation system, public safety and health, a business-friendly policy climate and workforce housing.

According to the City's Office of Economic Development, some of Berkeley's emerging growth sectors include biotech/life sciences, information technology, health care, food production, food services, and small-scale manufacturing. Specific needs include:

- Workers with Science, Technology, Engineering and Mathematics (STEM) education;
- Transportation infrastructure, particularly linking to Berkeley's west side;
- More connections/access to training, job and career opportunities for people from low income or limited English-speaking households;
- And workforce housing near transit centers.

In FY 2019, federal, state and private sources have provided nearly 1.8 billion dollars in new funding for research at UC Berkeley and Lawrence Berkeley National Laboratory in areas that are national priorities such as biofuels, energy conservation, advanced telecommunications, and biomedical engineering. Berkeley is working closely with the tech transfer staff of both UC Berkeley and the Berkeley Lab to retain local startups that are commercializing new technology as well as attract national companies to set up research centers in Berkeley. This collaboration is productive; the companies benefit from the City's entrepreneurial climate and from interaction with UC faculty and graduate

students. For this and other reasons—including the overall quality of life in Berkeley, access to a highly educated workforce, the central and accessible location within the Bay Area, and access to investment opportunities—many early-stage founders want to locate their businesses in Berkeley. As companies get established and grow, however, they often seek larger spaces than are available. The Berkeley Startup Cluster is attempting to address these real estate shortages by increasing founders' awareness of their options for securing suitable office space in Berkeley. This also includes encouraging property owners to upgrade their existing buildings to create more high-quality office space in Berkeley, and working with property owners and community partners to explore the entitlement of a new office tower in Downtown Berkeley.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Some specific developments that will likely have a notable economic impact in Berkeley include:

- Increased investment and real estate activity from University of California (UC), Berkeley. UC Berkeley has been active in Downtown area development, opening a new student center in late 2015, and opening an office/education building on Berkeley Way. The 320,000 square foot Berkeley Way West project adjacent to the Energy Biosciences Building is now housing the Graduate School of Education, the School of Public Health, and the Department of Psychology. The project includes more than 7,000 square feet of retail space on the ground floor, and classrooms, offices, open workstations, on the seven floors above. The Legends Aquatic Center on Bancroft Way was completed in late 2016, and a 783 bed-dorm project (Blackwell Residence Hall) at Bancroft and Dana (Stiles Hall) was completed and occupied by students in August of 2018. UC is currently undertaking planning work on a new student transfer center at 1990 Oxford Street, and a housing project at 2556 Haste Street. According to a Berkeleyside article published on February 21, 2019 (https://www.berkeleyside.com/2019/02/21/uc-berkeleys-student-enrollment-projected-to-reach-44735-in-next-3-years), UC Berkeley has increased their student population, with 44,735 students expected on campus by 2022-23, a 33.7 percent increase over original projections. In 2019 there are 41,000 students on campus. The number of employees on campus is decreasing. UC Berkeley had projected there would be 15,810 employees on campus by 2020. The number projected for 2022-23 is now 15,355, according to a report by the publication, Berkeleyside. Currently, there are 14,682 employees on campus, including faculty and staff. The City of Berkeley must plan to support the ancillary companies and economic activities that may result from shifts in the UC Berkeley employee and student populations.
- Recent and pending land use planning activities (the Downtown Plan, the Adeline Corridor Specific Plan) spur new mixed-use development in key corridors. The City must attract and support neighborhood serving businesses to fill spaces.

- The pending construction of a new highway interchange at Route 80 and Gilman Street could spur economic growth on the west side. This project is currently in its preliminary engineering and environmental review phase.
- Berkeley benefits from a very high concentration of incubators and co-working spaces that facilitate new business starts. It is anticipated that demand for co-working spaces, wet labs, and other high quality office space near in Downtown Berkeley will continue in the future, based on 2019 feedback from individual founders, accelerator leaders, and real estate brokers serving Berkeley's innovation sector.
- Recent major investments in the art are focused on the Downtown Berkeley BART Plaza, currently showcasing contemporary sound pieces (Sam Whiting, San Francisco Chronicle, Strange Sounds Mix with Street Noise at Berkeley BART Art Installation, October 25, 2018, available at https://datebook.sfchronicle.com/art-exhibits/strange-sounds-mix-with-street-noise-at-berkeley-bart-art-installation) and outdoor performances; a rotating sculpture installation; and ongoing arts and cultural event programming. The $7.6 million transportation improvement project, funded by a grant from the Metropolitan Transportation Commission, is bolstered by an additional $400,000 of investment in infrastructure and programming for the arts in FY2019. Investments in the arts at the most prominent public plaza by the City and its partners will continue annually.
- In FY 2019, the Office of Economic Development (OED) launched new economic development initiatives to better support small, independently-owned businesses. These include: improving OED's outreach & communications with small businesses, increasing support for businesses navigating the permitting process, modifying the zoning ordinance to support small local businesses, piloting new small business assistance and retention programs, and increasing marketing, technical assistance, and networking opportunities for locally-owned retail and services businesses. OED will continue its support of these and other initiatives in FY 2020 and beyond.

Taken together, these projects may make Berkeley a more attractive location for business, catalyze more development activity, and ultimately generate new business activity and employment opportunity in the growing economic sectors mentioned above.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The City of Berkeley features a population that is exceptionally well-educated. Seventy-two percent of Berkeley's population (age 25 and up) has a bachelor's degree or more education, compared to just 32.5 percent for California overall (2013-2017 ACS). That said, there are certainly unmet needs among the City's unemployed, underemployed and low income populations. There is still a strong need to provide relevant job skills training and employment opportunities for these populations.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City has contracted with workforce development programs to provide training, education and job placement for low income, under-employed, and unemployed residents in addition to administering local hire policies and a youth employment program:

- Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15 percent Discretionary pool of Workforce Investment Act (WIOA) funds.
- Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and technology (African American, Latino, South East Asian, female and low income youth) and who may be at risk of not graduating from high school.
- The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
- Rising Sun Center for Opportunity (formerly known as Rising Sun Energy Center) Green Energy Training Services (GETS) provides pre-apprenticeship classroom and hands-on training in the Building and Construction trades which serves as a pathway for careers in construction including green and clean technologies. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for youth conducting residential energy audits.
- Berkeley Youth Alternatives (BYA) receives WIOA funding through Alameda County Workforce Development Board (ACWDB) to provide workforce development services to in-school and out-of-school youth. The area of workforce development is a focus area for increased coordination, including establishing methods to maximize and leverage resources. BYA, utilizing city funds, provides training to disadvantaged youth in all aspects of park and landscape maintenance in addition to summer and after-school programs for children and youth.
- UC Theatre Concert Careers Pathways (UCCCP) is a nine-month program for young people ages 17-25, providing workshops and paid internships for participants to learn all aspects of live music venue production.
- Continuing the City's Local Hire policies which include the Community Workforce Agreement (CWA) between the City of Berkeley and the Building trades (created in 2011) which applies to publicly funded construction projects estimated at $500,000 or above, and, the First Source local hiring policy which applies to both public infrastructure projects estimated between $100,000 - $499,999 and private development over 7,500 square feet. develop the
- The YouthWorks employment program continued its partnerships with City and nonprofit agencies. YouthWorks targets low income, at-risk youth and provides all youth with workplace

skills training. City of Berkeley departments and local community agencies serve as worksites providing valuable work experience to Berkeley youth 14-25 years old.

- The City's Recreation Division of the Park, Recreation & Waterfront Department partners with the Berkeley Unified School District and YouthWorks on the Achievers Program, which provides leadership development, career exploration and peer-led tutoring. This program is also used as a stepping stone for entry into the City's YouthWorks program.
- Funded through the City's Public Works Department, the Downtown Streets Team, a non-profit organization, homeless and low-income persons volunteer to beautify commercial districts while engaging in case management and employment services.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City participates in a number of regional economic development initiatives and strategies:

- East Bay Economic Development Alliance is a next-generation, cross-sector membership organization dedicated to growing the economy from the inside out. Working with the world-class companies, leading research institutions, passionate community organizations, small business leaders, and forward thinking local government agencies that constitute the membership, East Bay EDA represents the collective identity of the East Bay and the special power of a fully functional regional partnership. The organization conducts research, advocacy, and marketing to attract business investment to the region.
- Berkeley-Emeryville Bio is a collaboration of Berkeley and Emeryville to support and grow the cities' biotechnology and medical research business cluster. The efforts have paid off: Berkeley is experiencing substantial development of new programs and buildings that support the local bioscience industry. In addition to the QB3 Garage and EBI^2 incubators on UC Berkeley's campus (as well as the planned QB3 Bakar BioEnginuity hub, at Woo Hon Fai Hall, 2625 Durant Avenue), West Berkeley, near Emeryville, is becoming a second nexus of biotech innovation. The result of a unique public-private sector partnership between UC Berkeley, UCSF, Lawrence Berkeley National Laboratory, Wareham Development, and the cities of Berkeley and Emeryville, the QB3 East Bay Innovation Center (EBIC) offers top-quality wet-laboratories, along with office space for support functions, a common lunch and break area, and a formal conference room. Nearby, the nearby Bonneville Labs offers co-working facilities for life sciences entrepreneurs and others who require lab space for R&D. Both see continuous demand for their facilities and rarely have space available.

Discussion

N/A

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City of Berkeley does not currently allocate funds on a geographic basis and does not have a HUD approved Neighborhood Revitalization Strategy Area. Funds are allocated to organizations that provide services to low income households and the homeless population.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

HUD regulations stipulate that the City should not allocate funds to an area of minority concentration unless certain conditions are met. Minority concentration is defined as when “the percentage of households in a particular racial or ethnic minority group is at least 20 percentage points higher than the percentage of that minority group for the housing market area, i.e. the Metropolitan Statistical Area (MSA) in which the proposed housing is to be located.”

The City of Berkeley is divided into the following neighborhoods: Central, Greater Downtown, North East, South, South East, and West (see “Berkeley Neighborhoods” map). Each neighborhood consists of several census tracts which is more reflective of the City’s areas for market purposes. When the neighborhoods are compared to the City as a whole, none meets the “concentrated” standard for Asian, African American, or Latino residents. Based on the 2010 Census data, the areas closest to concentrated are African Americans in South Berkeley and Latinos in West Berkeley but they do not meet the definition of “concentration.”

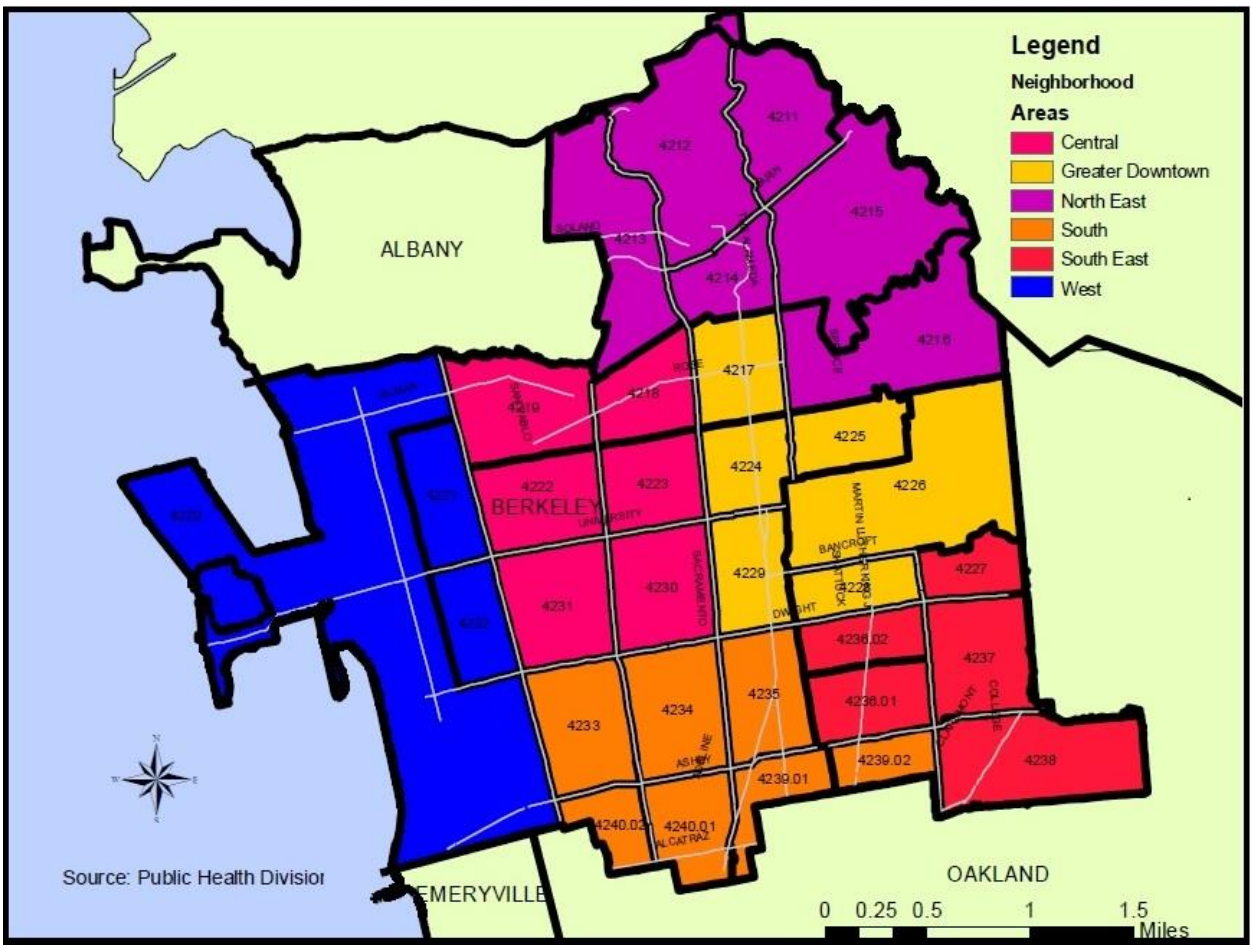

Figure 11 – Berkeley Neighborhoods

What are the characteristics of the market in these areas/neighborhoods?

N/A

Are there any community assets in these areas/neighborhoods?

N/A

Are there other strategic opportunities in any of these areas?

N/A

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The purpose of the Strategic Plan is to identify the priority needs of the City and describe strategies that the City will undertake to serve the priority needs. The Strategic Plan includes the following sections:

- Geographic Priorities
- Priority Needs
- Influence of Market Conditions
- Anticipated Resources
- Institutional Delivery Structure
- Goals
- Public Housing Accessibility and Involvement
- Barriers to Affordable Housing
- Homelessness Strategy
- Lead-based Paint Hazards
- Anti-Poverty Strategy
- Monitoring

In addition to the above, the Strategic Plan section has been amended to include Coronavirus Aid, Relief, and Economic Security Act (CARES) funding that was signed into law on March 27, 2020 by the President of the United States. The CARES Act allocated to the City of Berkeley the following funding:

$2,501,926 of CDBG-CV1&3
$6,648,603 of ESG-CV1&2

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

1	**Area Name:**	BERKELEY
	Area Type:	N/A
	Other Target Area Description:	N/A
	HUD Approval Date:	N/A
	% of Low/ Mod:	N/A
	Revital Type:	N/A
	Other Revital Description:	N/A
	Identify the neighborhood boundaries for this target area.	N/A
	Include specific housing and commercial characteristics of this target area.	N/A
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	N/A
	Identify the needs in this target area.	N/A
	What are the opportunities for improvement in this target area?	N/A
	Are there barriers to improvement in this target area?	N/A

Table 56 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Berkeley is divided into the following neighborhoods: Central, Greater Downtown, North East, South, South East, and West (see "Berkeley Neighborhoods" map in section MA-50). However, the City does not allocate federal funds based on geography. It funds a variety of services targeting low income and homeless people that are located in all parts of the jurisdiction.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	**Priority Need Name**	Affordable Housing
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	BERKELEY
	Associated Goals	Increase Affordable Housing Supply and Quality
	Description	Approximately 90 percent of the HOME funds and 5054 percent of CDBG funding will be utilized for the affordable housing development and rehabilitation. This includes affordable multi-family housing funded through the City's Housing Trust Fund and single family rehabilitation programs funded with CDBG.

	Basis for Relative Priority	As mentioned in the Needs Assessment Section, 43.9 percent of Berkeley households are considered "low income" per HUD definitions and 23.3 percent of the City as a whole has a severe cost burden of 50 percent or more of their income for housing. There is a strong need for more affordable housing options in the City. It is expected that federal funding will be allocated to these activities during the period covered by the consolidated plan.
2	**Priority Need Name**	Homelessness
	Priority Level	High
	Population	Extremely Low Income Low Income Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	BERKELEY
	Associated Goals	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services
	Description	Approximately 90 percent of the ESG funds will be used for Rapid Re-Housing, Emergency Shelter, Outreach and Homeless Prevention activities. The remainder will be used to fund the Homeless Management Information System and for the administration of the program.
	Basis for Relative Priority	ESG funds are expected to be allocated to these activities during the period of the consolidated plan.
3	**Priority Need Name**	Non-Housing Community Development

	Priority Level	High
	Population	Extremely Low Income Low Income Large Families Families with Children Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veterans Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BERKELEY
	Associated Goals	Improve Public Facilities and Public Services
	Description	CDBG funds will be used for public facility improvements and public services. Over 40~~Approximately 42~~ percent of CDBG funding available each year will be used for 1) renovations to facilities operated by non-profits for homeless and other low-income populations and 2) public services such as homeless and fair housing services for low-income populations.
	Basis for Relative Priority	Federal funds are expected to be allocated to these resources during the period of the consolidated plan.
4	**Priority Need Name**	Prevent, prepare for and respond to COVID-19
	Priority Level	High

	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	BERKELEY
	Associated Goals	Prevent, prepare for and respond to COVID-19
	Description	The City will support the low-moderate community aiding directly with activities related to preventing, preparing for, and responding to COVID-19. Planned programming includes supporting vulnerable populations in non-congregate shelter, housing vulnerable populations with rapid rehousing, housing retention program, and COVID testing/vaccines and supports for vulnerable populations.
	Basis for Relative Priority	CARES Act funds are expected to be allocated during the period of the consolidated plan in response to the coronavirus (COVID-19).

Table 57 – Priority Needs Summary

Narrative (Optional)

The Consolidated Plan Section NA-05 through NA-50 provides detail on the priority needs in Berkeley.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City currently does not use HOME funds for TBRA but the City may consider it as an increasing number of Berkeley residents face a housing cost burden. As previously discussed, in total, a housing cost burden greater than 50 percent of income affects 10,005 households, with the majority of those comprised of rental households (8,075 rental and 1,930 homeowner).
TBRA for Non-Homeless Special Needs	The City does not currently use HOME funds for TBRA.
New Unit Production	The characteristics of Berkeley's market that would substantiate the need for funding new affordable unit production include the cost of land, pre-development costs, cost of construction, and economic conditions including income/employment levels. HOME funds can be used in the development of new unit production for projects offering affordable housing at various levels.
Rehabilitation	The City contains an old housing stock with more than 90 percent of all housing constructed before 1980. As the housing stock continues to age, the need for rehabilitation will increase. Other factors influencing the use of funds include economic conditions since it would affect whether property owners have the funds for repair. The expense of construction is also continuing to increase. Labor shortages continue, as documented annually by the National Association of Homebuilders, and recently increasing prices for imported materials make the Bay Area an expensive place to renovate. The region has many older homes and much demand for contractor services. According to the June of 2019 San Jose Mercury News report, "Planning to Renovate in the Bay Area? Be Prepared to Wait," year long waiting lists for contractor services are not uncommon for those seeking renovations (https://www.mercurynews.com/2019/06/19/planning-to-remodel-in-the-bay-area-be-prepared-to-wait/).
Acquisition, including preservation	As economic conditions change and housing cost burdens increase, HOME and CDBG funds continue to be a possible source of gap financing for acquisition and preservation projects. Increasingly, the City is unable to use federal funds for these projects because affordable housing developers cannot take the time required to complete a NEPA prior to site acquisition due to intense market competition for sites. Three of the four sites proposed in the 2019 Housing Trust Fund Request for Proposal had been acquired prior to City funding application or would be acquired prior to fund award. The local HUD office has advised that HOME funds cannot be used for any of these projects.

Table 58 – Influence of Market Conditions

Note: There is no Consolidated Plan generated Table 55 Berkeley. Tables 56, 57 and 58 show up after Table 59.

SP-35 Anticipated Resources – 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,737,801	255,925	222,352	3,216,536	16,080,393	See below
HOME	public federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	778,203	20,000	0	798,203	3,891,015	See below

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	234,354	0	0	234,354	1,171,770	See below
Other: CARES Act	public – federal	Prevent, prepare for, and respond to coronavirus.	CDBG-CV1&3: $2,501,926	$0	$0		$0	CARES Act allocation
Other: CARES Act	public – federal	Prevent, prepare for, and respond to coronavirus.	ESG-CV1&2: $6,648,603	$0	$0		$0	CARES Act allocation

Table 59 – Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Many of the housing and community services programs described in the Consolidated Plan will continue to be delivered by nonprofit community based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, Community Services Block

Grant (CSBG), General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan.

In addition to leveraging at the individual agency level, the City has historically matched the investment of CDBG, HOME, and ESG dollars with the investment of General Funds. In PY18 over three quarters of the funding for community agency programs came from General Funds. The City anticipates using all of its HOME funds for multifamily residential new construction and rehabilitation. These types of projects virtually always require multiple sources of federal, state and other funding, which project sponsors are able to leverage with a commitment of local funds, including HOME. The City will use local funds, such as those from the City's Measure O housing bond and mitigation fee revenue in the Housing Trust Fund, to ensure continued compliance with the HOME match requirements.

The City meets the dollar for dollar match requirements for the ESG program by allocating General Funds to various homeless services providers. Shelter programs alone receive over $348,489 in City General Funds each year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has long-term leases of City-owned property with non-profit organizations that address the needs identified. Programs operating in leased City-owned properties include:

- Dorothy Day House –Year-round and Emergency Winter Shelters and Community Resource Center;
- BOSS' Harrison House Shelter for Homeless men, women and families;
- BOSS' Sankofa House – emergency shelter for homeless families;
- Women's Daytime Drop-In Center's Bridget House – transitional housing for homeless families; and
- Bay Area Community Services Pathways Stair Center.

The City also has long-term leases for affordable permanent housing at:

- Ocean View Gardens;
- UA Cooperative Housing; and
- William Byron Rumford Senior Plaza.

The City has committed more than $27 million in local funding for the development of the City-owned Berkeley Way parking lot to address the needs identified in the plan. On September 9, 2014, after a Request for Qualifications process, the City Council approved the selection of a development team consisting of Bridge Housing, the Berkeley Food and Housing Project, and Leddy Maytum Stacy Architects (LMSA) as the preferred development team for the site. Since then the City has been working closely with the project team on a three-part project including homeless services and meal space, emergency shelter, permanent supportive housing, and affordable apartments. The project sponsors have secured all required funding and construction will begin in spring 2020.

The City is currently exploring the possible use of the City-owned Ashby BART station area are rights as well as the West Berkeley Services Center as possible future housing sites.

Discussion

N/A

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Resources for Community Development	Non-profit organization (HOME CHDO)	Affordable rental housing development and management	Region
Berkeley Housing Authority	PHA	Public Housing	Jurisdiction
Berkeley Food & Housing Project	Non-profit organizations	Homelessness	Region
Center for Independent Living	Non-profit organizations	Affordable Housing • Ownership • Rental	Jurisdiction
Eden Council for Hope and Opportunity (ECHO)	Non-profit organizations	Non-homeless special needs • Public Services	Region
Habitat for Humanity	Non-profit organizations	Affordable Housing • Ownership	Jurisdiction
Satellite Affordable Housing Associates	Non-profit organization (HOME CHDO)	Affordable rental housing development and management	Region
City of Berkeley	Government	Non-homeless special needs • Economic Development • Public Services	Jurisdiction
Bay Area Community Services	Non-profit organizations	Homelessness	Region

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Dorothy Day House	Non-profit organizations	Homelessness	Region
Building Opportunity for Self-Sufficiency	Non-profit organizations	Homelessness	Region
Covenant House	Non-profit organizations	Homelessness	Region
Eviction Defense Center	Non-profit organizations	Non-homeless special needs Public Services	Jurisdiction

Table 60 – Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Due to past and ongoing efforts, the City of Berkeley has strong working relationships with other jurisdictions and public agencies in the delivery system. Examples of coordination and collaboration include:

- Membership in the EveryOne Home Leadership board by City of Berkeley staff, Berkeley community agencies, and public agencies across the county;
- Countywide coordinated planning and implementation of the Coordinated Entry System;
- Monthly coordination meeting between Housing and Community Services Department and Planning Department staff; and
- Joint development of outcomes to use in homeless program contracts by the Cities of Berkeley and Oakland, and several Alameda County agencies, starting in 2019.

Although there are needs for additional services and housing, no specific gaps in the delivery system have been identified. Many of the housing and community services programs described in the Consolidated Plan are delivered by nonprofit community based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, CSBG, General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X		

HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 61 – Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Alameda County's Continuum of Care (CoC) is comprised of three Consolidated Plan jurisdictions: the Cities of Berkeley and Oakland, and the Alameda County HOME Consortium. The CoC held community-wide meetings and several focus groups to determine how best to prioritize the use of Emergency Shelter Grant (ESG) funds. All three jurisdictions' Consolidated Plans include the goals of the EveryOne Home Plan (the CoC Strategic Plan). The goals are:

- Prevent homelessness and other housing crises;
- Increase permanent housing opportunities for homeless and high risk households;
- Provide wrap-around services to ensure housing stability and quality of life—no wrong door to help;
- Measure success and report outcomes; and

Develop long-term leadership and political will, which includes inter jurisdictional cooperation and participation in the CoC.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The North County Coordinated Entry System Housing Resource Center (HRC) is located in Berkeley and serves people who are literally homeless in Berkeley, Albany and Emeryville. The HRC, operated by Bay Area Community Services (BACS), conducts assessments using the standardized

assessment tool and matches homeless eligible people to available services and resources including shelters and transitional housing, , as well as a range of services listed in Table 57 to support people both before and after they are housed. City staff and BACS facilitate bimonthly case conferences with homeless service agency partners to discuss individual cases and coordinate care based on needs and available resources.

The City invests approximately $3.5 million annually in homeless services through community agency contracts funded by City General Fund and federal funds. Starting in PY19, the City will allocate additional local funds collected pursuant to Measure P, a tax passed by voters in November 2018funds. Funding for coordinated entry accounts for 37 percent of the City's investment in homeless services while 29 percent goes to support drop in centers and emergency shelters. Supportive housing and case management account for 17 percent, transitional housing eight percent and rapid rehousing, rep payee and other services account for seven percent of the City's homeless funding. City dollars are overwhelmingly invested in emergency services that focus on addressing basic needs. With the implementation of the CES, HRCs prioritize serving people with the highest needs with the goal of placing people in permanent housing as quickly as possible but many more resources, particularly, permanent housing subsidies, are needed.

The North County HRC has assessed more than 1,200 people in the past two years, of which 53 percent are presumed to be chronically homeless based on self-report. The City of Berkeley administers approximately 260 Shelter Plus Care vouchers. However, only 25-30 vouchers turn over annually, meaning the vast majority of chronically homeless people will not have access to PSH vouchers when they need them. The City recently received approval to expand one of its Shelter Plus Care project to add 53 more vouchers for a total of 313. This expansion will allow for more permanent housing placements in PY19. However, in many cases the cost of rent exceeds HUD's rent ceilings making it challenging for people with vouchers to find eligible housing units

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

In November of 2018, Berkeley voters passed Measure P, which raises transfer taxes on high-value real estate transactions by an estimated $6-8M annually. As of June 30, 2019, approximately $3.4 million in proceeds had been realized from this tax. Berkeley City Council has allocated funds to expanding shelter, adding employment and health care services for homeless people, funding an RV parking program, and additional permanent subsidies for homeless families. Berkeley voters also passed a bond measure in November 2018 to raise $135 million for affordable housing.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Affordable Housing Supply and Quality	2020	2024	Affordable Housing	BERKELEY	Affordable Housing	CDBG: $7,915,918 HOME: $3,410,264	Rental units constructed:17 Household Housing Unit Rental units rehabilitated: 129 Household Housing Units Homeowner Housing Rehabilitated: 165 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Improve Public Facilities and Public Services	2020	2024	Non-Housing Community Development	BERKELEY	Non-Housing Community Development	CDBG: $~~5,178,137~~5,478,137	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,085~~2,000~~ Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 5,525 Persons Assisted.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing	2020	2024	Homeless	BERKELEY	Homelessness	ESG: $1,171,770	Tenant-based rental assistance / Rapid Rehousing: 50 Households Assisted Emergency Shelter: TBD Households Assisted Outreach: 450 Households Assisted Prevention: TBD Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Prevent, prepare for and respond to COVID-19	2020	2024	Affordable Housing Homeless Non-Housing Community Development	BERKELEY	Affordable Housing, Homelessness, Community Development, Non-Housing Community Development, and responding to needs of COVID-19	CDBG-CV1&3: $ 2,501,926 ESG-CV1&2: $6,648,603	CDBG-CV supported: Public service activities other than Low/Moderate Income Housing Benefit: up to 3,265 Persons Assisted (up to 3,000 for testing/vaccines & over 265 for housing retention) ESG-CV supported: Tenant-based rental assistance / Rapid Rehousing: 75 Households Assisted Emergency Shelter: 455 Households Assisted

Table 62 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Affordable Housing Supply and Quality
	Goal Description	CDBG and HOME funds will be used for affordable housing acquisition and rehabilitation, and single family rehabilitation programs.
2	**Goal Name**	Improve Public Facilities and Public Services
	Goal Description	CDBG funds will be used to rehabilitate public facilities and homeless and fair housing public services.
3	**Goal Name**	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services
	Goal Description	ESG funds will be used to provide outreach services, emergency shelter and/or rapid re-Housing to literally homeless households.

4	**Goal Name**	Prevent, prepare for, and respond to COVID-19
	Goal Description	CDBG (PY20), CDBG-CV1&3 and ESG-CV1&2 (CARES Act) funds will be used to prevent, prepare for and respond to COVID-19

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The number of new affordable housing units created during the Consolidated Plan period will depend on the amount of HOME and CDBG funds available to the City, the availability of other sources of affordable housing development funding, and the cost of rehabilitating and constructing affordable housing in Berkeley. Generally, the City has experienced declining allocations of federal funding combined with rising costs of housing development and operation. Assuming an average of $500,000 in HOME funds per year, a 5 year Consolidated Plan period, and the maximum allowable HOME subsidy per unit of $185,136 per two bedroom unit, the City will provide funding for at least 4 extremely low income units and 10 low income units in the Consolidated Plan period. This does not include the hundreds of previously created HOME and CDBG units which the City continues to monitor for compliance.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

N/A

Activities to Increase Resident Involvements

N/A

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City adopted its *Housing Element* (HE) for the 5th RHNA cycle on April 28, 2015. The HE serves as the City's framework for housing goals and policies, detailing programs needed for meeting existing and future housing needs and for increasing affordable housing opportunities. The 5th Cycle HE addresses the planning period of January 31, 2015 to January 31, 2023 and the 6th cycle will address the next eight years. The 2015 HE contains an evaluation of potential constraints to housing production. The following narrative is adapted from the report.

> *To identify potential constraints to housing production, City staff analyzed the specific constraint categories as described in state law and discussed the City's regulations with local developers. Planning and zoning regulations establish rules for how land may be used, thereby limiting the amount of development in a city. Although local ordinances and policies are typically adopted to protect the health, safety, and welfare of residents, they may have the consequence of creating constraints to the development of housing. This consequence may be intentional (as is the case with growth control ordinances) or unintentional (such as with certain zoning requirements).*

Additionally, a 2018 study by Bay Area Council's Economic Institute entitled, "Policy Choices and the Affordability Crisis in Alameda County," notes that Alameda County added 125,000 jobs since 2012, but only permitted 27,505 housing units over the same period (http://www.bayareaeconomy.org/files/pdf/AlamedaHousing.pdf). This competitive market for housing encourages pricing to climb for both for sale homes and rental properties across all market segments. That same study identified Berkeley's progressive ADU policies as a model for cities to expand affordability and build additional units on existing parcels. As previously stated in MA-40, Berkeley is working to address constraints that have been identified and improve existing successful initiatives, like the ADU program. Expanding the Housing Trust Fund through ballot approved bond and fee structures additionally addresses the issue of high costs facing affordable housing development.

As described in MA-40 and NA-10 the major constraints facing Berkeley are housing costs and an ongoing need for policy changes, which are being addressed by existing City programs and/or by State directives. The development record and densities of approved projects are the best evidence that there are not significant constraints to housing production imposed by the city of Berkeley. However, housing policies must continually be revisited to minimize potential constraints. Some areas of potential change identified in 2015 included: identification and consideration of options to revise the zoning regulations in lower and medium-density areas for infill developments, consideration of revisions to the accessory dwelling unit regulations, and continued improvement to the development review process.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

As stated in MA-40, the following are considered potential constraints in Berkeley: accessory dwelling unit (ADU) requirements, infill development regulations and permit review process. Outlined below are strides the City has made, either through local initiative or by State direction, to lessen these constraints:

ADUs: The city of Berkeley has revised its ADU ordinance three times since 2015 and is about to undergo another round of changes. The current ordinance was less restrictive than State regulations in terms of allowable size (e.g. there was no limiting relationship between the size of the primary and the accessory dwelling unit), parking (ADUs were not required to provide off-street parking) and setbacks (the state required 5 feet, Berkeley only required 4 feet). After new State ADU law comes into effect on January 1, 2020, existing constraints will be removed, as outlined in Berkeley's 2015 Housing Element.

Infill Development: Additionally, while the zoning ordinance includes five multi-family zoning districts and the City has seen a number multi-family development projects, Housing Policy H-34 of the 2015 Housing Element encourages the review of infill development regulations in residential districts to identify and change possible constraints. Since adoption of the 2015 Housing Element, the City of Berkeley has increased density in the Telegraph Avenue Commercial District and is currently engaged in active planning processes for the Adeline Corridor and Southside Priority Development Areas. Furthermore, Assembly Bill 2923, signed by the Governor in 2019, requires the City of Berkeley to adopt Transit Oriented Development at Ashby and North Berkeley BART stations within the next two years. These projects help to lessen the constraints on infill development.

Permitting Process: The permit process in Berkeley may be considered a constraint to housing production, although based on the amount of affordable and market-rate development that has been approved and the density of those projects, it does not appear to have deterred new development and the City met most of the previous California Regional Housing Needs Assessment (RHNA) targets. However, Policy H-34 of the 2015 Housing Element calls for the City to continue to improve and streamline the development review process and to evaluate regulations to identify and reduce unnecessary impediments to housing development and affordable housing projects. Since the 2015 Housing Element was adopted, the City has begun a process to develop objective standards for zoning, which will help streamline the permitting process. In addition, State housing law packages adopted in 2017, 2018 and 2019 have created new pathways for streamlining projects with a majority of affordable units (e.g. SB-35). In addition to State Law, the City is examining its regulations, with the intent of simplifying and clarifying regulations, through its Zoning Ordinance Revision Project. Although this won't streamline the permitting process, it will provide the public with a document that is easy to read and easy to understand.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The North County HRC is focused on single adults who are literally homeless in Berkeley, Emeryville and Albany. The staff at the North County HRC work in close partnership with Berkeley homeless service partners who provide a range of services including shelter, transitional housing, SSI advocacy, primary care, mental health and alcohol and other drug services, and drop-in services.

HRC staff conduct assessments through 211 referrals, during HRC drop-in hours, and at regularly scheduled service partner locations. Additionally, assessments are conducted on the streets, in parks and at encampments throughout Berkeley with the goal of identifying individual needs and matching them to appropriate and available resources including physical and mental health services, housing navigation services, shelter, transitional housing programs, addiction services and SSI advocacy. Services providers are focused on removing barriers and quickly moving people into permanent housing. Housing navigators support participants in a variety of ways from housing problem solving to, assisting with identification documents to housing search activities. The HRC outreach team partners with the City's Homeless Outreach and Treatment Team (HOTT) and University of California Berkeley's Outreach staff.

Addressing the emergency and transitional housing needs of homeless persons

The HRC assesses people to determine needs and appropriate and available resources. Initial conversations are geared towards housing problem solving with the goal of reconnecting people with housed friends or family. In some cases, these conversations are supported with one-time limited financial assistance. The HRC is the access point into emergency shelter, transitional housing, rapid rehousing financial assistance, and will provide housing search assistance and other housing supports. On a daily basis, HRC staff identify the number of shelter and transitional housing beds available and reach out to people who have been assessed and have expressed interest in shelter to fill the beds. Additionally, depending on the need and availability of shelter beds, the HRC will support medically fragile people who are working with housing navigators or partnering agency case managers with short-term motel stays when a more permanent housing placement is imminent. HRC will also make referrals through this front door to other existing services in the community, such as medical services, alcohol and other drug treatment programs, and SSI advocacy.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The intake and assessment process assists HRC staff in understanding an individual's level of need and the level of assistance needed.

The goal of this process is to ensure people are matched as quickly as possible to the appropriate amount of assistance needed to end their homelessness (typically rapid re-housing) and reserve the most costly interventions (permanent supportive and transitional housing) for those with the highest needs and greatest barriers.

Additionally, staff has access to small amounts of one-time flexible funds to support people's successful transition to these opportunities. Staff utilizes rapid rehousing funds to quickly move people into housing. This typically includes paying the security deposit and approximately six months of rental assistance; the monthly subsidy decreases over the six month period. Due to the exorbitant rental prices rents in the bay area, HRC staff have incorporated larger units in their portfolio. This has allowed people with limited income and a willingness to share housing more opportunities to be permanently housed.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Low income households in Berkeley at risk of homelessness and being discharged from institutions will benefit from the groundwork laid by the Alameda County-wide Homeless Continuum of Care (CoC). The CoC's discharge planning efforts are summarized below.

Health Care: Persons are not routinely discharged from health care facilities into homelessness, and the CoC worked with a variety of health care institutions to reduce discharges into literal homelessness. California recently enacted Senate Bill (SB) 1152 that outlines requirements of hospitals and emergency departments related to the care and discharge of homeless patients. The Alameda County Health Care Services Agency (HCSA), a member of the HUD CoC, convened several work group sessions on the new legislation in partnership with the Northern California Hospital Council and its members. The sessions focused on improving collaboration and coordination among the CoC and community-based agencies including training and information sharing on coordinated entry processes. The County and hospitals have established several medical respite/recuperative care programs for homeless patients exiting emergency departments and hospitals with a large project in the planning phases on formal federal land. The County also established a locally funded housing subsidy pool to provide permanent housing subsidies for high priority homeless patients in Skilled Nursing Facilities and hospitals. Finally, Alameda County actively participates in a Medicaid waiver program

focused on expanding resources and collaboration among health and housing providers to address homelessness.

Mental Health: The CoC works with Housing Services Office of Behavioral Health Care Services (BHCS) to improve discharge planning from mental health facilities. To that end, the Housing Services Office, with coordination by the CoC created a homelessness prevention/rapid re-housing fund, modeled after and delivered in partnership with the Homeless Prevention and Rapid Re-Housing Program. The fund has been used to help hospitalized persons continue to pay rent so units are not lost, or to obtain units upon exit from the facility. The CoC worked with permanent supportive housing providers to develop protocols allowing tenants hospitalized for more than 30 days to retain their units. The CoC and the Housing Services Office trained staff on how to assess patients' housing needs and assist in resolving them as part of discharge planning, utilizing the Office's centralized housing resource database and webpage. BHCS also contracts for dedicated emergency hotel beds for use while ACT teams work on locating permanent housing. BHCS also pays subsidies for licensed residential care facilities to which people routinely exit and expanded this program over the past year. BHCS is also working on a new crisis and transitional residential program for homeless individuals with a serious mental illness.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

While lead-based paint was banned in 1978 by the U.S. Consumer Product Safety Commission (CPSC), it is still a significant problem in cities where the housing stock is relatively old and built before the ban. In Berkeley, over 90 percent of the housing stock was built before 1979.

The City of Berkeley Childhood Lead Poisoning Prevention Program collaborates with the Berkeley Health, Housing & Community Services Department's State lead-certified Risk Assessor/Inspector, Project Designer, and Project Monitor. Berkeley's program also provides case management services to families with children who have elevated blood lead levels. Services range from Public Health Nursing case management for children with blood lead levels above 15 *µg/dL* to health education for children with levels between 5-14 *µg/dL*.

The Alameda County Healthy Homes Department (ACHHD) also has a HUD Lead Hazard Control grant to remediate lead hazards in qualifying Berkeley housing units that are vacant, or occupied by a low income household with either a child under 6, a pregnant woman, or a child under 6 years who visits twice a week for at least three hours each time. Since July 1, 2015, ACHHD has completed lead evaluations at 52 pre-1978 low-income housing units and has made 49 housing units lead-safe at 21 properties. The ACHHD was recently awarded a new 42-month lead hazard control grant which is expected to begin January 1st, 2020. The ACHHD will market to and expects to enroll eligible Berkeley properties into the program which will complete 144 units County-wide over the grant period.

ACHHD provides lead safety and healthy housing training. Since July 1, 2015, the ACHHD has provided lead safety training to 23 individuals with the City of Berkeley, associated with Berkeley-based non-profits, or with residential properties or housing-related businesses in Berkeley including Community Energy Services Corp, Berkeley Mission Homes, and the Northern California Land Trust. In addition, broader healthy housing training, which included lead safety, was provided to 6 City of Berkeley staff. The ACHHD plans to continue to make lead safety training opportunities available for City of Berkeley staff, organizations, and property owners.

The ACHHD's outreach and education activities promote lead safety, regulatory compliance, and participation in ACHHD lead hazard control grant programs to property owners, property managers. The ACHHD coordinates lead poisoning prevention outreach activities with the City of Berkeley Public Health. Outreach partners and locations for property owner presentations, staff trainings, and literature distribution have included the Berkeley Rent Stabilization Board and Permit Office, the Berkeley Housing Authority, Tool Lending Library, North Berkeley Senior Center, YMCA, Berkeley Apartment Owners Association, the East Bay Rental Housing Association which is in Oakland but serves Berkeley property owners, the Ecology Center, and local paint and hardware stores. The ACHHD participates in local collaborations and with partners including the Berkeley Tobacco Prevention Coalition, Bay Area Lead Programs, Berkeley Black Infant Health, Kerry's Kids, Rebuilding Together East Bay North, Habitot, and the Safe Kids Coalition.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City's old housing stock increases the risk of lead-based paint hazard. Approximately 87 percent of renter-occupied units are built before 1980. For owner-occupied units, the figure is 94 percent. There have been years of education and assistance to the public but the City does not know the extent of lead poisoning and hazards. The City will continue to take action as necessary to reduce lead-based paint hazards as required by HUD regulations.

How are the actions listed above integrated into housing policies and procedures?

All participants of the City's Housing Choice Voucher Program and prospective tenants of a pre-1978 residential building are required to receive a copy of the EPA booklet entitled "Protect Your Family From Lead in Your Home." Landlords must also provide a disclosure form for the tenants to sign that informs them either of any known lead-based paint the property or that no testing has been done. The Alameda County Lead Poisoning Prevention Program also provides information to property owners, realtors, and contractors. The actions above will also assist the City in meeting its policy of encouraging housing types that are environmentally and chemically safe, a policy of the City of Berkeley Housing Element.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City funds a wide variety of social service programs designed to assist households with poverty level incomes. These programs include childcare and a range of services for special needs populations, which are outlined in other sections of this Consolidated Plan. This section will highlight the City's strategies to increase livable wage employment opportunities by supporting related community services and working with public and private regional partners. Strategies include:

- Funding and refinement of anti-poverty programs provided by community-based organizations and by the City. Federally funded community agency contracts are outlined in the Annual Action Plan.
- Continue implementation of the City of Berkeley's Living Wage Ordinance.
- Foster regional coordination on economic development to benefit low income Berkeley residents.
- Linking homelessness and homelessness prevention programs, such as the coordinated entry system, to employment training and placement opportunities.

The City has contracted with workforce development programs to provide training, education and job placement for low income, under-employed, and unemployed residents in addition to administering local hire policies and a youth employment program:

- Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15 percent Discretionary pool of Workforce Investment Act (WIOA) funds.
- Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and technology (African American, Latino, South East Asian, female and low income youth) and who may be at risk of not graduating from high school.
- The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
- Rising Sun Center for Opportunity (formerly known as Rising Sun Energy Center) Green Energy Training Services (GETS) provides pre-apprenticeship classroom and hands-on training in the Building and Construction trades which serves as a pathway for careers in construction including green and clean technologies. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for youth conducting residential energy audits.
- Berkeley Youth Alternatives (BYA) receives WIOA funding through Alameda County Workforce Development Board (ACWDB) to provide workforce development services to in-school and out-of-school youth. The area of workforce development is a focus area for increased coordination,

including establishing methods to maximize and leverage resources. BYA, utilizing city funds, provides training to disadvantaged youth in all aspects of park and landscape maintenance in addition to summer and after-school programs for children and youth.

- UC Theatre Concert Careers Pathways (UCCCP) is a nine-month program for young people ages 17-25, providing workshops and paid internships for participants to learn all aspects of live music venue production.

The C'ty's anti-poverty strategy continues to be closely tied to the funding of approximately 50 community agencies to provide services as described above to enable people in poverty to attain self-sufficiency, support at-risk youth to succeed in school and graduate, and protect the health and safety of low income people. The City also funds anti-poverty programs with general funds for job training and creation/job placement agencies.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City will undertake the following additional actions to reduce poverty which are coordinated with this Consolidated Plan:

- Continuing the City's Local Hire policies which include the Community Workforce Agreement (CWA) between the City of Berkeley and the Building trades (created in 2011) which applies to publicly funded construction projects estimated at $500,000 or above, and, the First Source local hiring policy which applies to both public infrastructure projects estimated between $100,000 - $499,999 and private development over 7,500 square feet. These policies work towards creating a pathway into building and construction trades jobs for Berkeley residents.
- The YouthWorks employment program will continue its partnerships with the YMCA Teen Center, Public Health Division, Berkeley Public Library, Public Works Department and Parks, Recreation and Waterfront Department. YouthWorks targets low income, at-risk youth from and provides all youth with training regarding important workplace skills. City of Berkeley departments and organizations serve as worksites providing valuable work experience to Berkeley youth. YouthWorks provides positive and meaningful youth-focused activities, which address youth unemployment, crime and poverty, teach fundamental life and workplace skills and help them to explore, prepare for, transition, and ultimately succeed in the world of work. YouthWorks will continue to develop and coordinate new opportunities for Berkeley youth in the public service jobs.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring Completed Developments: The Housing Services Division of the Health, Housing and Community Services Department (HHCS) is responsible for monitoring affordable housing developments funded with Housing Trust Fund (HTF) money to ensure ongoing compliance with federal regulations under the HOME and CDBG programs and other local requirements. The HTF Program pools funds from various sources to achieve the City's General Plan and Consolidated Plan goals of developing and preserving long-term affordable housing. To achieve this purpose, the City provides loan and grants to qualified developers to undertake activities which create, preserve and expand the City's affordable housing stock. The federal and local requirements are incorporated in the development loan agreements and regulatory agreements associated with each project. Currently, there are a total of 54 HTF properties subject to a regulatory agreement. Of the 54 HTF properties, 46 are rental properties of which 17 have HOME-assisted units. The monitoring procedures are documented in the *City of Berkeley Monitoring Procedures for the HTF Program*.

Monitoring During Construction: Consistent with federal requirements and good lending practices, the City is very involved in monitoring funded developments during construction. Individual projects may require a varying degree of City staff involvement depending upon the project size, complexity of the construction activity, type of sponsor, and subrecipient's development expertise/process.

Community Agency Services Contract Monitoring: HHCS staff both prepare and monitor more than 50 community agency contracts for services annually. The City requires outcome reporting for all community agency contracts, and has drawn on outcome reporting information in the RFP process since November 2003.

Community Facilities Improvements Monitoring: The CDBG Coordinator reviews the contract between the non-profit and the general contractor to ensure that all local and federal requirements are passed on. The CDBG Coordinator is responsible for submitting the Semi-Annual Labor Enforcement Report (HUD 4710) and the Annual Contractor and Subcontractor Activity Report (HUD 2516). These reports include both information from the community facility improvement projects and information from any other construction activity undertaken by the HHCS.

Senior and Disabled Home Rehabilitation Loans Monitoring: The City's contracts include insurance and permitting requirements, payment instructions, the construction drawings and the scope of work detailing the work to be executed. The payment schedules and change orders document the procedure employed to implement payments, changes to the scope of work and time schedules. All pre 1978

properties must employ lead-safe work practice and are tested when the work is completed to ensure there has not been contamination during the construction process.

The program administrative staff processes the progress payments for work completed. The progress payments are based on 95 percent of the cost associated in the line item breakdown for the work completed. The progress payment includes the pay request, payment tabulation, lien waivers and approved permit signatures. All payments require the owner(s), Contractor, and the City's Project Manager/Inspector to approve the payment. The final five percent retainage payment is held for 31 days after the Notice of Completion has been recorded and any documentation that may be required to close out the contract. In order to refine the program, improve services, and ensure the program is meeting current needs, staff incorporate both participant feedback and improvements identified through routine program review into program procedures and Council approved guidelines.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,737,801	255,925	222,352	3,216,079	16,080,393	See below
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	778,203	20,000	0	798,203	3,991,915	See below

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	234,480	0	0	234,480	1,171,770	See below
Other: CARES Act	public - federal	Prevent, prepare for, and respond to coronavirus.	CDBG-CV1&3: $2,501,926	$0	$0		$0	CARES Act allocation
Other: CARES Act	public - federal	Prevent, prepare for, and respond to coronavirus.	ESG-CV1&2: $6,648,603	$0	$0		$0	CARES Act allocation

AP Table 63 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Many of the housing and community services programs described in the Consolidated Plan will continue to be delivered by nonprofit community based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, Community Services Block

Grant (CSBG), General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan.

In addition to leveraging at the individual agency level, the City has historically matched the investment of CDBG, HOME, and ESG dollars with the investment of General Funds. In PY18 over three quarters of the funding for community agency programs came from General Funds. The City meets the HOME 25 percent match requirement. The City meets the dollar for dollar match requirements for the ESG program by allocating General Funds to various homeless services providers. Shelter programs alone receive over $348,489 in City General Funds each year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has long-term leases of City-owned property with non-profit organizations that address the needs identified. Programs operating in leased City-owned properties include:

- Dorothy Day House –Year-round and Emergency Winter Shelters and Community Resource Center
- BOSS' Harrison House Shelter for Homeless men, women and families;
- BOSS' Sankofa House – emergency shelter for homeless families;
- Women's Daytime Drop-In Center's Bridget House – transitional housing for homeless families; and
- Bay Area Community Services Pathways Stair Center.

The City also has long-term leases for affordable permanent housing at:

- Ocean View Gardens;
- UA Cooperative Housing; and
- William Byron Rumford Senior Plaza.

The City has committed more than $27 million in local funding for the development of the City-owned Berkeley Way parking lot to address the needs identified in the plan. On September 9, 2014, after a Request for Qualifications process, the City Council approved the selection of a development team consisting of Bridge Housing, the Berkeley Food and Housing Project, and Leddy Maytum Stacy Architects (LMSA) as the preferred development team for the site. Since then the City has been working closely with the project team on a three-part project including homeless services and meal space, emergency shelter, permanent supportive housing, and affordable apartments. The project sponsors have secured all required funding and construction will begin in spring 2020.

The City is currently exploring the possible use of the City-owned Ashby BART station area are rights as well as the West Berkeley Services Center as possible future housing sites.

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase affordable Housing Supply and Quality	2020	2024	Affordable Housing	BERKELEY	Affordable Housing	CDBG: $2,011,690 HOME: $528,652	Rental units constructed: 3 to 4 Household Housing Unit Rental units rehabilitated: 55 Household Housing Units Homeowner Housing Rehabilitated: 2433 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Improve Public Facilities and Public Services	2020	2024	Non-Housing Community Development	BERKELEY	Non-Housing Community Development	CDBG: $~~606,829~~$906,829	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 385~~300~~ Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 1,105 Persons Assisted.
3	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing	2020	2024	Homeless	BERKELEY	Homelessness	ESG: $234,354	Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted Emergency Shelter: TBD Households Assisted Outreach: 100 Households Assisted Prevention: TBD Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Prevent, prepare for and respond to COVID-19	2020	2024	Affordable Housing Homeless Non-Housing Community Development	BERKELEY	Affordable Housing, Homelessness, Community Development, Non-Housing Community Development, and responding to needs of COVID-19	CDBG-CV1&3: $ 2,501,926 ESG-CV1&2: $6,648,603	CDBG-CV supported: Rental units acquired and/or rehabilitated: 0 Public service activities other than Low/Moderate Income Housing Benefit: up to 3,265 Persons Assisted ESG-CV supported: Tenant-based rental assistance / Rapid Rehousing: 75 Households Assisted Emergency Shelter: 455 Households Assisted

Table 64 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Affordable Housing Supply and Quality
	Goal Description	CDBG and HOME funds will be used for affordable housing acquisition and rehabilitation, and single family rehabilitation programs.

2	**Goal Name**	Improve Public Facilities and Public Services
	Goal Description	CDBG funds will be used to rehabilitate public facilities and homeless and fair housing public services.
3	**Goal Name**	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing
	Goal Description	ESG funds will be used to provide outreach, services emergency shelter and/or rapid re-Housing to literally homeless households.
4	**Goal Name**	Prevent, prepare for and respond to COVID-19
	Goal Description	CDBG-CV and ESG-CV (CARES Act) funds will be used to prevent, prepare for and respond to COVID-19

Projects

AP-35 Projects – 91.220(d)

Introduction

With its CDBG, HOME, and ESG funds, the City of Berkeley will fund eligible projects in the following categories: housing development, rehabilitation and services projects, public services, public/community facility improvement projects, emergency shelter grant programs, program planning and administration, and the Housing Trust Fund.

Projects

#	Project Name
1	City of Berkeley Planning and Administration
2	Housing Services
3	Single Family Rehabilitation Programs
4	Housing Trust Fund
5	Public Services
6	Community Facility Rehabilitation
7	ESG20 - Berkeley- Emergency Shelter, Outreach, Rapid Rehousing and HMIS Activities
8	CV- City of Berkeley Planning and Administration
9	CV- Public Services

Table 65 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

See sections NA and MA of the Consolidated Plan.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	City of Berkeley Planning and Administration
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality, Improve Public Facilities and Public Services, & Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services
	Needs Addressed	Affordable Housing, Homeless, & Non-Housing Community Development
	Funding	CDBG: $597,560 HOME: up to $199,551 (25% under HOME COVID-19 waiver plus the estimated $20,000 in program income)
	Description	The project will fund City staff to plan and administer CDBG and HOME projects. HOME Admin based on projected entitlement with the 25% HOME COVID-19 waiver plus $20,000 in anticipated program income is $199,551.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide.
	Planned Activities	Information about the planned activities is included in Section AP-38 Project Summaries.
2	**Project Name**	Housing Loan Services
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $70,008
	Description	City staff provide loan services to support single family rehabilitation, housing trust fund projects, and other federally funded housing related activities.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	The project will serve approximately 106 active housing rehabilitation loans.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Services provided under this project will include accounting, processing loan payments and loan payoff demands, deeds of reconveyance, lien releases and loan subordination requests, collections, personal financial analysis, and structuring of temporary repayment agreements.
3	**Project Name**	Single Family Rehabilitation Programs
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $767,708~~917, 708~~
	Description	Activities related to single family rehabilitation efforts will be funded under this project. These projects will cover health and safety improvements as well as accessibility improvements such as the installation of ramps/lifts for low income homeowners and renters.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit an estimated 4144 ~~44~~ low-income households annually.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Activities include health and safety, accessibility, and energy efficiency improvements. CIL's program removes barriers to housing for 21 low-income, disabled residents by installing ramps, lifts and making other interior and exterior modifications to ensure accessibility of their homes. Habitat for Humanity provides home repairs, access modifications, and safety upgrades 18 low-income households focusing on essential health and safety of the home. City staff work with senior and/or disabled homeowners, providing loans of up to $100,000 for the Senior & Disabled Home Rehabilitation Loan Program.
	Project Name	Housing Trust Fund

4	**Target Area**	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $1,023,974HOME: $598,652
	Description	Activities that provide funding for City staff in support of projects funded with City of Berkeley Housing Trust Fund dollars, includes funding for projects and CHDO operating funds.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	17 units (households) will be directly supported with federal funding during the five-year Consolidated Plan period for an average of 3-4 per year. During the same time period staff will also support the development of an additional 371 affordable units with local funds. These totals will include 34 senior units and 81 special needs (homeless and/or disabled units). An additional 49 low-income housing units will be rehabilitated at Rosewood Manor (35 units) and Lorin Street Apartments (14 units).
	Location Description	Citywide

	Planned Activities	City staff actively facilitate development, rehabilitation and/or preservation of affordable housing through working with developers, other city staff, lenders and other public agencies for the acquisition and rehabilitation of multi-family housing. $28,115 plus an additional $41,885 for a total of $70,000 will be dedicated to CHDO operating. The CHDO operating is increased under the HOME COVID-19 waiver. This is the City of Berkeley's Housing Trust Fund, and the funds support Housing Development staff. 570.201 (k) "provides that CDBG funds may be used to pay costs in support of activities eligible for funding under the HOME program. This includes services such as housing counseling in connection with tenant-based rental assistance and affordable housing projects, energy auditing, preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and other services related to assisting owners, tenants, contractors, and other entities participating or seeking to participate in the HOME program." HOME funded Housing Trust funds have been proportionately adjusted after exercising the City's administration under the HOME COVID-19 waiver allowing up to 25% of the entitlement to be used for administration. Funded activities include working with funded projects throughout predevelopment, supporting public participation in project selection and development, preparing and executing loan agreements, and conducting federally required environmental review. Staff are currently working with 8 affordable housing developments in varying stages of predevelopment with reservations totaling nearly $60M in City funds, including HOME funds. Staff are currently focusing on Jordan Court, at 1601 Oxford, which will close its City financing, including HOME funds, by August 2020. In addition, this funding supports the City's implementation of CHDO operating funding. Staff recently completed a competitive process for operating funds, and will take recommendations for funding awards to Council. PY20 and earlier year's CDBG funds will be used for rehabilitation work at Lorin Station (14 units) and Rosewood Manor (35 units), two affordable housing properties owned and operated by South Berkeley Neighborhood Development Corporation (SBNDC). Both housing properties have immediate rehabilitation needs related to plumbing issues and roof repairs.
	Project Name	Public Services

5	**Target Area**	BERKELEY
	Goals Supported	Improve Public Facilities and Public Services
	Needs Addressed	Homelessness Non-Housing Community Development
	Funding	CDBG: $453,921
	Description	Services including homeless programs (daytime respite, men's shelter and Coordinated Entry System), and fair housing services are funded under this project.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1,105 low-income and homeless households are expected to be served through these activities.
	Location Description	Citywide
	Planned Activities	Bay Area Community Services operates Berkeley's Coordinated Entry System which will screen, conduct intakes, and provide housing navigation services to approximately 920 people. Berkeley Food and Housing Program will provide emergency shelter to approximately 115 adult homeless men. Eden Council for Hope and Opportunity will provide outreach, training, fair housing counseling services to up to 70 households, investigation of an estimated 25 fair housing complaints, 10 tenant/landlord mediations, and 10 fair housing testing/audits with follow-up training for non-compliant property owners.
6	**Project Name**	Community Facility Rehabilitation
	Target Area	BERKELEY
	Goals Supported	Improve Public Facilities and Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $~~152,908~~302,908
	Description	Activities that fund the rehabilitation of public facilities are funded under this project.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	It is projected that improved community facility improvements provided by the City of Berkeley administered program will benefit a minimum of 324~~300~~ people.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Activities include improving community facilities by funding substantial rehabilitation to applicants of the City administered Community Facility Improvement Program. Additionally, the City of Berkeley's Adult Mental Health Clinic and the City's Public Health Clinic will both are planned to be completed, serving some of the City's lowest income and most vulnerable populations. Substantial Amendment #5 allocates funds to multi-year public facility rehabilitation projects at Insight Housing and Larkin Street Youth Services which are in progress and planned to be completed, serving 85 Berkeley residents in need of shelter and housing/critical services.
7	**Project Name**	ESG20-Berkeley - Emergency Shelter, Outreach, Rapid Rehousing and HMIS Activities
	Target Area	BERKELEY
	Goals Supported	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services
	Needs Addressed	Homelessness
	Funding	ESG: $234,354 ESG-CV1&2: $6,648,603
	Description	ESG funds will be used for Emergency Shelter, Outreach, Rapid Re-Housing and HMIS costs. ESG-CV1&2 will be used for Emergency Shelter, Rapid Re-Housing, HMIS and Administration.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	ESG: 7 households will be served with Rapid Rehousing financial assistance. 50 persons will be assisted with Street Outreach. No persons will be assisted with Emergency Shelter or Homeless Prevention activities during this year's plan. ESG-CV1&2: 75 households will be served with Rapid Rehousing financial assistance. 455 persons will be assisted with Emergency Shelter.
	Location Description	Various locations.
	Planned Activities	ESG funds will be used to provide financial assistance and housing relocation and stabilization services to rapidly re-house approximately 7 households, and support approximately 50 people through street outreach and engagement activities. ESG-CV funds will be used to provide: 1) Emergency shelter related to COVID – 19 including increased shelter costs (417 beneficiaries), the Berkeley Respite Program (38 beneficiaries) for a total of 455 shelter beneficiaries. 2) Rapid Rehousing (75 beneficiaries). 3) City administration of the funds.
8	**Project Name**	CV- City of Berkeley Planning and Administration
	Target Area	BERKELEY
	Goals Supported	Prevent, prepare for, and respond to COVID-19
	Needs Addressed	Affordable Housing Homelessness Non-Housing Community Development
	Funding	CDBG-CV1&3: $500,385
	Description	The project will fund City staff to plan and administer CDBG-CV projects and activities.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Information about the planned activities is included in Section AP-38 CV-Project Summaries.
9	**Project Name**	CV- Public Services
	Target Area	BERKELEY
	Goals Supported	Prevent, prepare for, and respond to COVID-19
	Needs Addressed	Affordable Housing Homelessness Non-Housing Community Development
	Funding	CDBG-CV1&3: $ 2,001,541
	Description	Housing retention and mobile coronavirus testing/vaccine program for highest priority populations in Berkeley including seniors, unhoused people and shelter workers and residents.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Up to $200,000 for up to 3,000 low-income persons tested/vaccinated and $1,801,561 for over 265 provided with housing retention support.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Mobile coronavirus testing/vaccine program for highest priority populations in Berkeley including seniors, unhoused people and shelter workers and residents. This will result in over 3,000 tests administered to 3,000 individuals from our highest needs population. The Berkeley COVID-19 response Housing Retention Program (HRP) provides rental assistance to low-income households who are unable to pay rent due to COVID-19. The program anticipates serving over 265 households. Any remaining or unused testing/vaccine funds will go towards the HRP.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As discussed in MA-50, the City does not have areas of low income or minority concentration and therefore does not allocate federal funds geographically.

Geographic Distribution

Target Area	Percentage of Funds
BERKELEY	100

Table 66 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

N/A

Discussion

N/A

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section includes HOME-funded units only. The City does not anticipate that any new construction will be completed in the year July 1, 2020 – June 30, 2021. As of this writing in November 2019, the City is working with six proposed development projects with a total of 386 permanent housing units and more than $71 million in City funding, including $1.8 million (three percent) in HOME funds. At least two developments will start construction in spring 2019, and are expected to be completed in the following program year (2021-2022), adding 177 units to the City's Housing Trust Fund portfolio, including a portion of HOME units.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 67 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
The Production of New Units	0
Total	0

Table 68 - One Year Goals for Affordable Housing by Support Type

Discussion

N/A

AP-60 Public Housing – 91.220(h)

Introduction

The Berkeley Housing Authority (BHA) is not a department of the City of Berkeley. BHA Board members are appointed by the Mayor and confirmed by the City Council.

Actions planned during the next year to address the needs to public housing

N/A. The BHA no longer owns any public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City uses a variety of approaches to support homeless and other vulnerable populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

HRC staff will continue to conduct assessments through 211 referrals, during HRC drop-in hours, and at regularly scheduled service partner locations, and a street based locations throughout Berkeley. Street based outreach staff will continue to engage people and provide basic necessities, such as water and hygiene kits.

Eligible people will be matched to appropriate and available resources including physical and mental health services, housing navigation services, shelter, transitional housing programs, addiction services and SSI advocacy.

The HRC will provide housing navigation services tied to rapid-rehousing and flexible financial assistance to support additional people in moving to permanent housing. Housing navigators support participants in a variety of ways from housing problem solving to, assisting with identification documents to housing search activities.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to provide funding for shelter and transitional housing as described in section MA-30.

The City funds multiple agencies to provide 298 year round shelter beds, 30 seasonal shelter beds and 27 transitional housing beds. After working hours, unfilled beds are filled through an evening Shelter Reservation Hotline. The Shelter Bed Hotline opens after 7:00 pm and makes available shelter beds operated by BFHP that were not filled after the daytime shelter bed reservation process. Sometimes people have a bed reserved but do not come in to the shelter in the evening. Before this program was implemented in 2009, these beds stayed vacant all night.

As part of the City's COVID-19 response, the City will provide additional resources to existing shelters to mitigate the spread of the virus, modify one congregate shelter to provide individual living spaces to residents, provide rapid re-housing resources to people living in hotels as part of Project Roomkey, provide additional outreach to people living in encampments, and bring additional testing/vaccine resources to encampment sites.

Helping homeless persons (especially chronically homeless individuals and families, families

with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Housing Navigators focus on the highest need people, which are prioritized using the standardized assessment tool. They assist with collecting identification documentation needed to apply for housing opportunities, housing searches and linking participants to services that will help to retain housing. The City's Shelter Plus Care COACH Project will be expanded by 53 vouchers this year. These vouchers will be matched to the highest need people in North County through the county's HomeStretch process. The City's Aging Services Division will support enrolled participants with housing search and retention services, regardless of the age of the participant.

The North County HRC has flexible and rapid rehousing funds, which assist in reducing people's length of homelessness. The City allocates ESG, and City and County General Funds to support these efforts. While funding is available, providers report that the lack of available units with rents within HUD's Fair Market Rent (FMR) makes it difficult to rapidly re-house participants within the County. Often, participants are being housed in neighboring counties making it challenging to provide ongoing housing retention services. This has resulted in some delays in spending City of Berkeley ESG funds for rapid re-housing. Starting in PY19, the City of Berkeley has shifted a portion of its ESG allocation to fund the Pathway Stair Center and HRC outreach. Also, the HRC has incorporated more shared housing opportunities through the use of larger units. This has provided people with limited income and a willingness to share housing more opportunities to be permanently housed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City uses General Funds to fund services that prevent people who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2) from becoming homeless. Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for federal funds to be provided to those categorized as "at-risk" but not necessarily at "imminent risk", Berkeley uses its ESG funds for rapidly rehousing people who are literally homeless.

Berkeley funds prevention assistance for people who meet "immediate risk" criteria defined as:

"An individual or family who will imminently lose their primary nighttime residence, provided that:

- the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
- No subsequent residence has been identified; and,
- the individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing."

Alameda County has mental health, foster youth, health care, and corrections discharge policies intended to prevent discharges of individuals from these systems into homelessness, described in detail in the Consolidated Plan.

The City is working with local hospitals to share information about the North County HRC and available homeless services in Berkeley to reduce discharges to local daytime drop-in centers and shelters that can't support the needs of medically fragile people with severe disabling conditions. The City will continue to participate in countywide and regional efforts to reduce discharges into homelessness.

Discussion

The City of Berkeley supports a wide range of homeless programs, including emergency/crisis drop in centers and shelters, transitional housing, permanent supportive housing, prevention and rapid rehousing services. All contracted service providers report outcomes based on the countywide outcome standards developed by EveryOne Home, in order to inform future adjustments to the service system.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

N/A

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

As stated in section MA-40, the following are considered potential constraints in Berkeley: accessory dwelling unit (ADU) requirements, infill development regulations and permit review process. While the City's accessory dwelling unit requirements meet state law, they may be a constraint to development of additional units; therefore, the 2015 *Housing Element* includes a housing program to evaluate the regulations and consider changes to development standards for ADUs, a process that is currently underway. Additionally, while the zoning ordinance includes five multi-family zoning districts and the City has seen a number multi-family development projects, Housing Policy H-34 of the 2015 *Housing Element* encourages the review of infill development regulations in residential districts to identify and change possible constraints.

The permit process in Berkeley may be considered a constraint to housing production, although based on the amount of affordable and market-rate development that has been approved and the density of those projects, it does not appear to have deterred new development. However, Policy H-34 calls for the City to continue to improve and streamline the development review process and to evaluate regulations to identify and reduce unnecessary impediments to housing development and affordable housing projects.

With the passage of California Senate Bill 35 Berkeley, like all California cities, has an expedited path to planning and environmental approvals for affordable housing developments meeting certain State-established criteria. In 2018, the City approved land use entitlements for three City-funded projects under the SB35 rules: 2012 Berkeley Way, 1601 Oxford and 2001 Ashby.

Discussion:

N/A

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Berkeley uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Berkeley, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

One of Berkeley's major obstacles to meeting underserved needs is the limited amount of federal, state, and local resources available given the diversity of needs in the community and high cost of housing in the Bay Area. The City of Berkeley will continue to pursue new State and Federal resources as available to meet underserved needs.

Actions planned to foster and maintain affordable housing

The City has several on-going programs which foster and maintain affordable housing in Berkeley:

- Rent Stabilization Program. In 1980, Berkeley residents passed the Rent Stabilization and Eviction for Good Cause Ordinance. The Ordinance regulates most residential rents in Berkeley, provides tenants with increased protection against unwarranted evictions and is intended to maintain affordable housing and preserve community diversity.
- Affordable Housing Mitigation Fee (AHMF). This fee requires developers of new market rate rental housing to pay a fee into the Housing Trust Fund or to provide affordable apartments instead. Resulting units are affordable both to people with incomes less than 50 percent of Area Median and less than 80 percent. The Council adopted a formula for increasing the rate over time.
- Condominium Conversion Ordinance (CCO). The CCO governs the conversion of rental apartments and tenancy-in-common buildings to condominiums, and other types of mutual or cooperative housing. A mitigation fee for production of permanently affordable housing will be collected.
- Commercial Linkage Fee. The Affordable Housing Mitigation Program was approved on April 20, 1993. It imposed fees on commercial new construction in which the newly constructed gross floor area is over 7,500 square feet.
- Housing Trust Fund (HTF). The City of Berkeley created its HTF in 1990 to help develop and preserve below-market-rate housing. The HTF program pools funds for affordable housing construction from a variety of sources with different requirements, makes them available through one single application process to local developers, then monitors development and operation of the funded housing.
- Inclusionary Housing Ordinance for ownership housing. The ordinance requires developers of

market rate ownership housing to include affordable ownership units or pay a fee. On November 19, 2013, City Council approved completing a nexus study to determine the appropriate fee applicable to new for-sale housing.

- Mortgage Credit Certificate. MCC is a federal income tax credit that provides qualified low income homebuyers a tax credit worth up to 15 percent of their annual mortgage interest paid on their home loan. MCC recipients adjust their federal income tax withholding, which increases their take-home pay, making monthly mortgage payments more affordable. The City participates in the Alameda County MCC program.
- Senior and Disabled Loan Rehab Program. HHCS administers the program as an effort to preserve the City's housing stock and to assist low- and moderate-income senior and disabled homeowners, funded by CDBG and CalHOME. The applicants receive a zero interest loan, secured by a deed of trust on their home, which is repaid when title to the property changes hands, normally as a result of the sale of the property or inheritance by the owner's heirs.

Actions planned to reduce lead-based paint hazards

The City will continue to comply with the Environmental Protection Agency's Renovation, Repair, and Painting Program in its Senior and Disabled Rehabilitation Loan Program. Similarly, organizations working with the City of Berkeley on single family rehabilitation will work with the City and Alameda County Lead Poisoning Prevention Programs to increase awareness of lead issues among their clients and incorporate lead safe work practices into their activities.

The City of Berkeley Public Health Division and the Alameda County Lead Poisoning Prevention Program will work together to increase awareness and knowledge about lead poisoning prevention in Berkeley including providing lead-safe painting classes, in-home consultations, garden soil lead testing kits, presentations, educational materials, and other services.

The City of Berkeley Childhood Lead Poisoning Prevention Program collaborates with the Berkeley Health, Housing & Community Services Department's State lead-certified Risk Assessor/Inspector, Project Designer, and Project Monitor. Berkeley's program also provides case management services to families with children who have elevated blood lead levels. Services range from Public Health Nursing case management for children with blood lead levels above 15 *µg/dL* to health education for children with levels between 5-14 *µg/dL*.

The Alameda County Healthy Homes Department (ACHHD) also has a HUD Lead Hazard Control grant to remediate lead hazards in qualifying Berkeley housing units that are vacant, or occupied by a low income household with either a child under 6, a pregnant woman, or a child under 6 years who visits twice a week for at least three hours each time. Since July 1, 2015, ACHHD has completed lead evaluations at 52 pre-1978 low-income housing units and has made 49 housing units lead-safe at 21 properties. The ACHHD was recently awarded a new 42-month lead hazard control grant which is expected to begin January 1st, 2020. The ACHHD will market to and expects to enroll eligible Berkeley properties into the program which will complete 144 units County-wide over the grant period.

ACHHD provides lead safety and healthy housing training. Since July 1, 2015, the ACHHD has provided lead safety training to 23 individuals with the City of Berkeley, associated with Berkeley-based non-profits, or with residential properties or housing-related businesses in Berkeley including Community Energy Services Corp, Berkeley Mission Homes, and the Northern California Land Trust. In addition, broader healthy housing training, which included lead safety, was provided to 6 City of Berkeley staff. The ACHHD plans to continue to make lead safety training opportunities available for City of Berkeley staff, organizations, and property owners.

The ACHHD's outreach and education activities promote lead safety, regulatory compliance, and participation in ACHHD lead hazard control grant programs to property owners, property managers. The ACHHD coordinates lead poisoning prevention outreach activities with the City of Berkeley Public Health. Outreach partners and locations for property owner presentations, staff trainings, and literature distribution have included the Berkeley Rent Stabilization Board and Permit Office, the Berkeley Housing Authority, Tool Lending Library, North Berkeley Senior Center, YMCA, Berkeley Apartment Owners Association, the East Bay Rental Housing Association which is in Oakland but serves Berkeley property owners, the Ecology Center, and local paint and hardware stores. The ACHHD participates in local collaborations and with partners including the Berkeley Tobacco Prevention Coalition, Bay Area Lead Programs, Berkeley Black Infant Health, Kerry's Kids, Rebuilding Together East Bay North, Habitot, and the Safe Kids Coalition.

Actions planned to reduce the number of poverty-level families

The City funds a wide variety of social service programs designed to assist households with poverty level incomes. These programs include childcare and a range of services for special needs populations, which are outlined in other sections of this Consolidated Plan. This section will highlight the City's strategies to increase livable wage employment opportunities by supporting related community services and working with public and private regional partners. Strategies include:

- Funding and refinement of anti-poverty programs provided by community-based organizations and by the City. Federally funded community agency contracts are outlined in the Annual Action Plan.
- Continue implementation of the City of Berkeley's Living Wage Ordinance.
- Foster regional coordination on economic development to benefit low income Berkeley residents.
- Linking homelessness and homelessness prevention programs, such as the coordinated entry system, to employment training and placement opportunities.

The City has contracted with the a number of workforce development programs to provide training,

education and job placement for low income, under-employed, and unemployed residents:

- Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15% Discretionary pool of Workforce Investment Act (WIOA) funds.
- Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and technology (African American, Latino, South East Asian, female and low income youth) and who may be at risk of not graduating from high school.
- The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
- Rising Sun Center for Opportunity (formerly known as Rising Sun Energy Center) Green Energy Training Services (GETS) provides pre-apprenticeship classroom and hands-on training in the Building and Construction trades which serves as a pathway for careers in construction including green and clean technologies. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for youth conducting residential energy audits.
- Berkeley Youth Alternatives (BYA) receives WIOA funding through Alameda County Workforce Development Board (ACWDB) to provide workforce development services to in-school and out-of-school youth. The area of workforce development is a focus area for increased coordination, including establishing methods to maximize and leverage resources. BYA, utilizing city funds, provides training to disadvantaged youth in all aspects of park and landscape maintenance in addition to summer and after-school programs for children and youth.
- UC Theatre Concert Careers Pathways (UCCCP) is a nine-month program for young people ages 17-25, providing workshops and paid internships for participants to learn all aspects of live music venue production.
- Continuing the City's Local Hire policies which include the Community Workforce Agreement (CWA) between the City of Berkeley and the Building trades (created in 2011) which applies to publicly funded construction projects estimated at $500,000 or above, and, the First Source local hiring policy which applies to both public infrastructure projects estimated between $100,00 - $499,999 and private development over 7,500 square feet. develop the
- The YouthWorks employment program continued its partnerships with City and nonprofit agencies. YouthWorks targets low income, at-risk youth and provides all youth with workplace skills training. City of Berkeley departments and local community agencies serve as worksites providing valuable work experience to Berkeley youth 14-25 years old.
- The City's Recreation Division of the Park, Recreation & Waterfront Department partners with the Berkeley Unified School District and YouthWorks on the Achievers Program, which provides leadership development, career exploration and peer-led tutoring. This program is also used as a stepping stone for entry into the City's YouthWorks program.

- Funded through the City's Public Works Department, the Downtown Streets Team, a non-profit organization, homeless and low-income persons volunteer to beautify commercial districts while engaging in case management and employment services.

The City's anti-poverty strategy continues to be closely tied to the funding of approximately 50 community agencies to provide services as described above to enable people in poverty to attain self-sufficiency, support at-risk youth to succeed in school and graduate, and protect the health and safety of low income people. The City also funds anti-poverty programs with general funds for job training and creation/job placement agencies.

Actions planned to develop institutional structure

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings and coordination on specific topics. The City's Health & Human Services and its Housing Departments merged in PY12. Since that time, senior leadership of all Divisions meets weekly to share information on Division activities which promotes closer coordination. For example, in PY2019, the Housing & Community Services Division and the Aging Services Division collaborated to hire two new staff who will provide supportive services to house homeless residents who are assisted through Continuum of Care Rental Assistance administered by the Housing & Community Services Division. The Division leadership will continue to seek opportunities to increase coordination during PY20.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will also continue to participate in the implementation of EveryOne Home, the countywide plan to end homelessness. EveryOne Home spearheads Alameda County's Continuum of Care. Staff will continue to participate in the initiative's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations. Leadership Board membership helps coordination efforts across the county. Staff also participates in other committees composed of other funders (such as Alameda County Behavioral Health Care Services and the Social Services Agency) as well as many community based organizations.

Recent countywide collaboration efforts include the implementation and ongoing refinement of the Coordinated Entry System, issuance of an updated countywide strategic report by EveryOne Home, coordination and approval of countywide performance measures aligned with HUD priorities; and implementation of the countywide Whole Person Care funds to support the development and operations of regional housing resource centers.

City staff continue to collaborate with service agencies, from legal advocacy assistance, to disability rights organizations for unit modifications, the VA for VASH vouchers, and the Berkeley Housing Authority (BHA) for Mainstream Voucher allocations. Additionally with Project-based voucher

allocations and through work with owners of Below Market Rate units, BHA has partnered with both non-profit and for-profit developers of housing in Berkeley, to house those participating in our programs.

Discussion:

The majority of Berkeley's activities furthering the goals of the Consolidated Plan are provided by community agency partners. This will continue to be the case in PY20.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$255,925
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**$255,925**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	87.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Berkeley uses no forms of investment other than ones described in §92.205(b)

(Refinancing Costs).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   No homeownership or tenant-based rental assistance activities are anticipated for PY20.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   No homeownership activities are anticipated for PY20.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Berkeley's HTF Guidelines apply to any project using HOME funds to refinance existing debt. Per the Guidelines, Project owners submit funding requests to the City, or reply to the City's Requests for Proposals for funding, with the following information, among other things:

   a) As a condition precedent to funding, Owners must demonstrate an extension of affordability term. For new HOME funds invested in the Project, the minimum affordability term is the term required by 24 CFR 92 et seq., but, typically, the required extension of affordability is 55 years.

   b) As a condition precedent to funding, Owners must demonstrate that the refinancing preserves the affordable Project through rehabilitation.

   1. Minimum rehab costs/unit must correspond to at least the value identified in a current physical needs assessment to ensure that the long-term needs of the Project can be met.
   2. Typical rehab/unit costs are no less than $10,000/unit, the minimum rehab value required by the California Debt Limit Allocation Committee Regulations.

   c) Owners indicate if their refinancing request includes new construction that adds net new units to the Project

   d) Owners provide extensive Project data, including audited financial statements, cash flows, rent rolls, services plans, PNAs, and rehabilitation proformas to demonstrate that:

   1. The project is sound financially and disinvestment has not occurred
   2. The long-term needs of the Project and residents will be met by the rehab

3. The proposed rehab is financially feasible, includes no barriers to refinancing existing mortgage loans, does not include the refinancing of any existing federal or federally-insured loans, and leverages other non-federal funds to the greatest extent possible

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   The City's standards for providing ESG assistance are attached as Attachment 5: City of Berkeley ESG Manual.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The Alameda County Continuum of Care has established its coordinated entry system (CES). The CES has regional Housing Resource Centers that provide a range of services and resources. Each HRC conducts assessments using a standardized tool that prioritizes individuals and families based on need. The people with the highest needs are matched to appropriate and available services and resources including housing navigation, emergency shelter, transitional housing, rapid rehousing and permanent supportive housing.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City of Berkeley was allocated $227,398 in ESG funding for PY19. Funds will be used primarily for rapid rehousing and street outreach. Funds may be used, however, for shelter activities depending on community needs. The City of Berkeley will utilize the maximum amount possible for administration (Seven and a half percent of the grant) and allocate funds to support the County-wide Homeless Management Information System, known as InHouse.

   ESG funds were allocated to the North County HRC through the FY20-24 Community Agency Request for Proposals (RFP) allocation process. Bay Area Community Services successfully competed to operate the HRC and will therefore be awarded the ESG funding.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The policy-making entity for the City of Berkeley which makes decisions regarding the facilities, services, and other programs to receive funding under the Emergency Solutions Grant (ESG) is the

Berkeley City Council. The Berkeley City Council is elected by the citizens of Berkeley. The City cannot mandate that a homeless or formerly homeless individual be on the City Council. Therefore, the City must develop and implement a plan to consult with homeless or formerly homeless individuals in making policies and decisions regarding programs that receiving funding under ESG.

5. Describe performance standards for evaluating ESG.

The performance standards to be applied to ESG activities is attached as an image labeled Outcome Measures. These standards were developed in 2009-2010 through the leadership of EveryOne Home (the Continuum of Care) and partially funded by City of Berkeley General Funds. This matrix presents outcome standards for each type of program in the Continuum of Care. Most were established as a percentage of the average outcomes achieved by all County programs (for example, the average permanent housing placement rate of all emergency shelters) and will be adjusted over time to ensure continued improvement.

Systemwide Performance Targets for Rapid Re-Housing Services

Rapid Re-Housing		**Target**
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	**observe**
	Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)	**observe**
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	**observe**
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	**observe**
How Well?	Data Quality: Data entry within 3 days (HUD Element, APR Q6e)	**100%**
	Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18)	**90%**
	Average length of time from enrollment to move in (HUD Element, Apr Q22c)	**60% within 2 months**
With What Impact?	Are participants growing their income? (HUD Element, APR Q19a3)	**50%**

	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	**85%**
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	**85%**
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	**80%**
	Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)	**<5%**

Together Priority Home Partnership and the Housing Retention program make up the housing retention and rapid rehousing segment of the City's continuum of services. The City will continue to work with EveryOne Home and community agencies to ensure that prevention and rapid rehousing funds are fully utilized and play an important role in ending homelessness in Berkeley.

Appendix - Alternate/Local Data Sources

1	**Data Source Name** Berkeley Housing Authority
	List the name of the organization or individual who originated the data set. Berkeley Housing Authority
	Provide a brief summary of the data set. The table was updated with the most current data available from PIC (PIH Information Center)
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected. December 2019
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.

Attachment 1			
Annual Action Plan for PY20 – AMENDMENT #5			
City of Berkeley CDBG, ESG, HOME and CARES Act Projects for 7/1/2020 – 6/30/2021			
Proj. #	**Agency**	**Project Name**	**REVISED #3 PY20 Allocation**
CDBG			
1	Center for Independent Living	Residential Access	$ 159,660
2	Habitat for Humanity	Housing Rehabilitation Grant Program	$ 250,000
3	HHCSD*	Loan Services	$ 70,008
4	HHCSD	Senior and Disabled Rehab Program	$ 358,048
5	HHCSD	Rehab Loans	
6	HHCSD	Housing Development: M/F Rehab	$ 488,341
7	SBNDC	Multi-Family Housing Rehab	$ 535,633
		Subtotal Housing Projects	**$ 1,861,690**
8	Bay Area Community Services	Coordinated Entry System	$ 248,419
9	Berkeley Food and Housing Project	Men's Overnight Shelter	$ 170,502
10	Eden Housing for Hope and Oppor.	Fair Housing	$ 35,000
		Subtotal Public Services Projects	**$ 453,921**
11	HHCSD	Community Facility Improvements	$ 152,908
12	HHCSD	PY20 (FY21) Community Facility Improvement NOFA	$ 150,000
		Subtotal Public Facilities Projects	**$ 302,908**
13	HHCSD	CDBG Planning and Administration	$ 597,560
		Subtotal Planning & Admin Projects	**$ 597,560**
		"GRAND TOTAL ALL CDBG PROJECTS	**$ 3,216,079**
ESG			
14	Berkeley CES Provider - BACS	Rapid Re-Housing Project	$ 63,489
15	Berkeley CES Provider - BACS	Emergency Shelter/Street Outreach	$ 140,612
16	HHCSD	Homeless Management Information System	$ 6,676
17	HHCSD	Program Planning and Administration	$ 17,577
		GRAND TOTAL ALL ESG PROJECTS	**$ 234,354**
HOME			
18	HHCSD	HOME Administration	$ 139,551
19	CHDO Operating Funds - SAHA	CHDO Operating Funds	$ 35,000
20	CHDO Operating Funds - RCD	CHDO Operating Funds	$ 35,000
21	HHCSD	Housing Trust Fund	$ 528,652
		"GRAND TOTAL ALL HOME PROJECTS	**$ 798,203**
CARES Act			
22	HHCSD	CDBG-CV Administration	$ 500,385
23	HHPHD	CDBG-CV Public Services - Public Health Focu	$ 200,000
24	Eviction Defense Center	CDBG-CV Housing Retention Program	$ 1,801,541
		CDBG-CV Subtotal	$ 2,501,926
25	Alameda County HCD	ESG-CV Rapid Re-Housing: ACHCD	$ 2,100,000
26	HHCSD	ESG-CV HMIS: ACHCD	$ 12,000
27	Berkeley Food and Housing Project	ESG-CV Rapid Re-Housing: BFHP	$ 60,000
28	Berkeley Food and Housing Project	ESG-CV COVID-19 Shelter Costs - Increase to	$ 339,313
29	BOSS	ESG-CV COVID-19 Shelter Costs - Increase to	$ 181,773
30	Dorothy Day House	ESG-CV COVID-19 Shelter Costs - Increase to	$ 219,395
31	Covenant House	ESG-CV COVID-19 Shelter Costs - Increase to	$ 344,625
32	HHCSD	ESG-CV COVID-19 Shelter Costs - COVID Res	$ 427,344
33	Berkeley Food and Housing Project	ESG-CV COVID-19 Shelter Costs - COVID Res	$ 1,721,416
34	Worldwide Travel Staffing	ESG-CV COVID-19 Shelter Costs - COVID Res	$ 30,000
35	Dorothy Day House	ESG-CV COVID-19 Shelter Costs - COVID Win	$ 337,400
36	HHCSD	ESG-CV COVID -19 Shelter Costs - STAIR Tra	$ 412,640
37	HHCSD	Program Planning and Administration	$ 462,637
		ESG-CV Subtotal	$ 6,648,603
		"GRAND TOTAL ALL CARES Act PROJECTS	**$ 9,150,529**
Notes:	* HHCSD = City of Berkeley Health, Housing & Community Services Department		
	**Assumes $255,325 in Program Income and $222,352 in unused carry over funds.		
	***Assumes $20,000 in Program Income		

CITY OF BERKELEY

SUBSTAINTIAL AMENDMENT #1

ANNUAL ACTION PLAN

FOR HOUSING AND COMMUNITY DEVELOPMENT

JULY 1, 2021 – JUNE 30, 2022 (PY 2021)

For the U.S. Department of Housing and Urban Development

San Francisco Field Office of Community Planning and Development

~~May, 2021~~July, 2024

Table of Contents

Executive Summary 3

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 3

PR-05 Lead & Responsible Agencies – 91.200(b) 7

AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 8

AP-12 Participation – 91.105, 91.200(c) 12

Expected Resources ..... 17~~16~~

AP-15 Expected Resources – 91.220(c)(1,2) ..... 17~~16~~

Annual Goals and Objectives ..... 22~~21~~

Projects ..... 26~~25~~

AP-35 Projects – 91.220(d) ..... 26~~25~~

AP-38 Project Summary ..... 27~~26~~

AP-50 Geographic Distribution – 91.220(f) ..... 34~~33~~

Affordable Housing ..... 35~~34~~

AP-55 Affordable Housing – 91.220(g) ..... 35~~34~~

AP-60 Public Housing – 91.220(h) ..... 36~~35~~

AP-65 Homeless and Other Special Needs Activities – 91.220(i) ..... 37~~36~~

AP-75 Barriers to affordable housing – 91.220(j) ..... 39~~38~~

AP-85 Other Actions – 91.220(k) ..... 41~~40~~

Program Specific Requirements ..... 47~~46~~

Attachment 1: City of Berkeley CDBG, ESG, and HOME Projects - revised

Attachment 2: Public Notice and Community Participation Summary – to be updated

Attachment 3: Systemwide Performance Targets for Rapid Re-Housing Services

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan is the 2nd Annual Action Plan for the current Consolidated Planning period.

2. Summarize the objectives and outcomes identified in the Plan

The City of Berkeley (COB) has ambitious objectives for spending its federal entitlement grant funding. Berkeley allocates these and other state and local funds to maximize assistance for its low and moderate-income households through:

- Housing acquisition, rehabilitation, repair, and accessibility improvements,
- Assisting homeless adults and families including those with disabilities and other special needs, through emergency shelter, transitional housing, and service-enriched affordable, supportive housing; and
- Funding public facilities improvements to protect and sustain the infrastructure critical to community services and economic vitality in Berkeley.

The COB has long placed a high priority on affordable housing and community services because they reflect important community values. The City now invests more General Fund dollars into related programs than it receives in federal funding for these activities. The City is committed to maintaining high-quality programs for those in need but faces challenges due to uncertainty in future federal funds available. At the same time, ESG, HOME, Consolidated Plan, and Annual Action Plan requirements have substantially increased. Uncertain funding and increased administrative burden will impact the City's ability to address all of the many needs identified.

Approved Allocations. As summarized in **AP-38** and detailed in **Attachment 1**, the COB plans to allocate $2,726,906 (HUD award) in Community Development Block Grant (CDBG) funds together with $503,823 (estimated) in prior years' carryover and $629,755 (estimated) in CDBG program income to fund:

- $~~1,476,057~~ $1,326,057 in housing projects and programs;
- $453,921 in public services;
- $~~1,298,159~~ $1,448,159for community and public facilities activities; and
- $632,347 to administer all facets of the City's CDBG program.

The COB will utilize its PY21 ESG allocation of $233,523 (HUD award) to serve literally homeless people through the City's Pathways STAIR Program ($209,333), support the County-wide Homeless

Management Information System, ($6,676), and support its program planning and administration activities at 7.5% ($17,514).

The COB will utilize its PY21 HOME allocation of $754,813 (HUD award) and $20,000 (projected) in program income for program administration at 10% ($77,481 including projected program income), Community Housing Development Organization (CHDO) operations ($30,000) and will allocate the remaining balance to its Housing Trust Fund ($667,332).

3. Evaluation of past performance

The City reviews and evaluates its performance through its annual submission of the Consolidated Annual Performance and Evaluation Report. The City tracks single family and multi-family housing rehabilitation efforts and housing development efforts.

The City's Single Family Rehabilitation (SFR) program comprised of 1) the City's Senior and/or Disabled Rehab Home Loan Program (SDRLP), 2) the Center for Independent Living, and 3) Habitat for Humanity Silicon Valley is evaluated on an ongoing basis to ensure that the most significant health and safety improvements are prioritized and that sufficient outreach is occurring to increase the number of unduplicated households served overtime.

In PY17, the City restructured its community facility RFP process to be more responsive to emergent agency needs. The City shifted its RFP process to a rolling application period with a minimum grant amount of $100,000. The program continues to focus on CDBG priorities for substantial rehabilitation for health and safety, ADA, and/or energy efficiency improvements. CDBG funds were allocated for renovations to the City's Adult Mental Health Clinic in PY2017 and PY2018. In PY19 the City released the RFP/NOFA for PY19 funds and held a workshop with over 20 participants. However no complete applications were received during the year, and it is suspected that the coronavirus pandemic impacted potential applicant's priorities and capacity. Through a substantial amendment the City repurposed PY19 and PY20 facility funds to an emergent housing rehabilitation program. PY21 facility funds will once again be available for nonprofit and government applicants.

Outcomes for all public services community agency programs funded with federal funds are tracked, and prior outcomes are used to inform funding decisions. The City also uses countywide Homeless Count and program outcome data to inform its goals on homelessness.

4. Summary of Citizen Participation Process and consultation process

The City typically completes a fall public hearing with one or more commissions to obtain input on general community needs. However, due to the COVID-19 pandemic, commissions' work was on hold, and the City satisfied the Citizen Participation Plan public hearing requirement by conducting two public hearings (September 2020 & February 2021) in response to CARES Act funding.

The draft Annual Action was posted on the City's website, and a copy was presented to the Housing Advisory Commission (HAC) March 4, 2021 meeting. At its March meeting, the HAC approved the PY21 Draft Annual Action Plan. A Public Hearing on the PY21 Draft Annual Action Plan was held on April 27, 2021 before the Berkeley City Council. Outreach was accomplished via hard copy and electronic flyer mailings to interested parties, including Alameda County-wide Homeless Continuum of Care, community agencies serving low-income people, and public buildings such as recreation centers, senior centers, libraries and other government buildings.

Additional public participation for Amendment #1 – to be added

5. Summary of public comments

There was one public comment and a discussion among commissioners at Housing Advisory Commission meetings on March 4, 2021. Comments included expanding outreach to publish information in more widely read media outlets, adding detail about non-HUD funded program that the City has/is working on to the draft plan, exploring opportunities to enhance Berkeley's fair housing work by bringing the work in-house, and a comment about the commission aligning their work with other commissions to advance source of income discrimination concerns with City leadership.

Public comment at the April 27, 2021 City Council Public Hearing included testimony from three individuals. Comments from the public and Council discussion included: support for housing reparations and improving housing quality especially as it impacts health, support for Section 8, loan programs effective for keeping low-income seniors in homes, community impact from the Habitat for Humanity program in Berkeley, and future support for Hotel purchase in line with HomeKey. Additional written comments were submitted during the comment period and related to complaints regarding a rehabilitation project the City is not funding, repairs needed at an affordable housing development, support for purchasing a hotel with support services, both the removal of and support of monitored encampments, encampment clean up both by the unhoused and increased garbage routes, create overnight parking lots with toilets, more investments in mental health, more supports for formerly incarcerated individuals, requests for funding to feed the homeless, creating a liaison between residents and Council to help enforce no smoking policies, and lastly that the report is too long and difficult to read.

Amendment #1 Public Participation response were as follows: - to be added

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted and/or addressed and will remain recorded in this report should additional HUD funds become available for public services and housing. None of the comments received resulted in changes to the Plan.

7. Summary

None.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BERKELEY	Health, Housing & Community Services Department
HOME Administrator	BERKELEY	Health, Housing & Community Services Department
ESG Administrator	BERKELEY	Health, Housing & Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Berkeley's Health, Housing & Community Services Department (HHCS) is the lead agency for overseeing the development of the plan. The Department coordinates the City's funding allocation and monitoring for community based organizations, administration of the Housing Trust Fund, and operation of other housing and community services programs such as the Shelter Plus Care program, and Senior and Disabled Home Rehabilitation Loan Program. The Department also includes the Mental Health, Public Health, and Aging Services divisions, which provide direct services to the community, and it includes the Environmental Health division.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings, such as regular Homeless Team meetings, coronavirus response for vulnerable and low-income populations meetings, and will continue to coordinate with other City Departments on specific topics. It will also consult with EveryOne Home, the countywide coordinating body and plan to end homelessness, and its partners at Alameda County Behavioral Health Care Services and Social Services Agency as well as community stakeholders in Berkeley.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

City staff continue to participate in the implementation of EveryOne Home. EveryOne Home spearheads Alameda County's Homeless Continuum of Care. Staff will continue to participate in the initiative's various committees and/or Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations, including those which develop affordable housing. Leadership Board membership helps coordinate efforts across the county. In PY21, City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services, Social Service Agency and the County's new Office of Homeless Care and Coordination to continue to implement the Countywide Coordinated Entry System (CES) for homeless services and will participate in EveryOne Home's ongoing implementation of multiple CES sites throughout the county. Other recent countywide collaboration efforts include completion of the Centering Racial Equity in Homeless System Design Report, CES redesign efforts, Alameda County's 2019 Point in Time Homeless Count and report and the ongoing implementation of the Home Stretch registry, an initiative targeting people who are chronically homeless and highly vulnerable.

City homeless services and mental health staff will continue to participate in monthly meetings with the Berkeley Housing Authority and homeless service partners to coordinate mainstream voucher housing opportunities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

In PY21, the City will continue to work with EveryOne Home, Alameda County Behavioral Health Care Services, Social Service Agency and the County's new Office of Homeless Care and Coordination to

implement the newly redesigned North County Coordinated Entry System (CES), which includes the Berkeley, Emeryville and Albany, for homeless services and will participate in EveryOne Home's ongoing implementation of the Coordinated Entry System throughout the county. These efforts have led to the redesign of the standardized screening, intake and assessments protocols across the Continuum of Care to streamline the assessment process and better match people who are homeless with the best fit available housing solution.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Consultation with EveryOne Home, the Alameda-Countywide Continuum of Care, City of Berkeley, the City of Oakland, and the Alameda County Housing and Community Services Department was initiated in 2012. The discussion focused on how to implement the new ESG requirements in a way that would be consistent countywide and would continue the collaboration launched in 2009 with American Recovery and Reinvestment Act (ARRA) Homelessness Prevention and Rapid Re-housing (HPRP) funds. The group held several meetings in PY12, resulting in the development of a policies and procedures manual that was used to implement the Priority Home Partnership Program. The most recent version, which includes policies and procedures for shelter and outreach activities was attached to the 2020 Consolidated Plan. Additionally, the Alameda-Countywide Continuum of Care, City of Berkeley, the City of Oakland, and the Alameda County Housing and Community Services Department will be implementing new ESG-CV Standards and Expectations (attached).

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	EveryOne Home
	Agency/Group/Organization Type	Services - Housing Services - Children Services - Persons with Disabilities Services - Homeless Services - Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Berkeley adopted EveryOne Home's plan to end homelessness in 2006 and the City continues to participate in the implementation of the plan. See above coordination with EveryOne Home, Alameda County Behavioral Health Care Services and SSA.
2	**Agency/Group/Organization**	ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT and ALAMEDA COUNTY OFFICE OF HOMELESS CARE AND COORDINATION
	Agency/Group/Organization Type	Services - Housing Services - Children Services - Persons with Disabilities Services - Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	See above coordination with Alameda County.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	EveryOne Home	In 2019, the City of Berkeley adopted EveryOne Home's plan to end homelessness: 2018 Strategic Update and the City continues to participate in the implementation of the plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Not applicable.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City's Housing Advisory Commission (HAC) reviewed the draft plan during a public meeting on March 4, 2021 that was advertised on the City's website and calendar.

The City published a public hearing notice on March 26, 2021 in the Berkeley Voice in accordance with its citizen participation plan for a April 27, 2021 Public Hearing at the Berkeley City Council meeting. It also sent the notification to residents of public and assisted housing, users of community and senior centers, libraries, and residents being served by over 50 community based agencies funded by the City of Berkeley.

The public hearing notice was also released through City's Public Information Office including an email distribution list, the City's news webpage, Nextdoor, and Twitter.

Substantial Amendment #1 Public Participation response were as follows: - to be added

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Housing Advisory Commission (HAC) representatives	March 4, 2021 members of the HAC discussed the Draft Annual Action Plan, and one member of the public made public comment. 22 persons, including commissioners, were present.	HAC members reviewed and discussed the AAP at its March 4, 2021 meeting. Comments and questions pertaining to the AAP focused on expanding outreach to more widely read outlets, adding detail about non-HUD funded program that the City has/is working on to the draft plan, exploring opportunities to enhance Berkeley's fair housing work by bringing the work in-house, and a comment about commission aligning their work with other commissions to advance source of income discrimination concerns with City leadership.	All comments were accepted.	https://www.cityofberkeley.info/Housing_Advisory_Commission/

2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish and Mandarin Persons with disabilities Residents of Public and Assisted Housing Low income Berkeley Residents	This Public Hearing was held at the April 27, 2021, City of Berkeley Council Meeting.	Public comment included testimony from three individuals. Comments from the public and Council discussion included: support for housing reparations and improving housing quality especially as it impacts health, support for Section 8, loan programs effective for keeping low-income seniors in homes, community impact from the Habitat for Humanity program in Berkeley, and future support for Hotel purchase in line with HomeKey. Additional written comments were submitted during the comment period and related to complaints regarding a rehabilitation project the City is not funding, repairs needed at an affordable housing development, support for	All comments were accepted and/or addressed and will remain recorded in this report should additional HUD funds become available for public services and housing. None of the comments received resulted in changes to the Plan.	https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				purchasing a hotel with support services, both the removal of and support of monitored encampments, encampment clean up both by the unhoused and increased garbage routes, create overnight parking lots with toilets, more investments in mental health, more supports for formerly incarcerated individuals, requests for funding to feed the homeless, creating a liaison between residents and Council to help enforce no smoking policies, and lastly that the report is too long and difficult to read.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3.	To be added – Housing Advisory Committee					
4.	To be added – Public hearing/ City Council					

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Berkeley is an entitlement jurisdiction. The City will receive $3,715,242 (awarded) in federal Housing and Urban Development Department (HUD) funds comprised of $2,726,906 in CDBG, $754,813 in HOME and $233,523 in ESG funds. Additionally, the City will add $629,755 (estimated) in CDBG Program Income and $503,823 (estimated) in unused CDBG carry over and $20,000 (projected) in HOME Program Income to these amounts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$ 2,726,906	$629,755	$503,823	$3,860,484	$11,581,452	CDBG funds are allocated to public services, housing services and rehabilitation, and public facility improvements. The City of Berkeley does not currently use CDBG funds for economic development.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$754,813	$20,000 (projected)	$0	$774,813	$2,324,439	The City allocates 10% of the HOME allocation to administration, up to 5% for CHDO operating costs, and the remaining (or approximately 85%) to the City Housing Trust Fund.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	$233,523	0	0	$233,523	$700,569	The City of Berkeley uses ESG funds for Rapid Rehousing, Shelter and Outreach for literally homeless individuals and families. A small portion of the ESG funds are used to support the County-wide HMIS system. The City allocates 7.5% of the allocation to Planning and Admin.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Many of the housing and community services programs described in the Consolidated Plan will continue to be delivered by nonprofit community based organizations. The City contracts with a wide range of housing and service providers using CDBG, HOME, ESG, Community Services Block Grant (CSBG), General Fund, and other sources of funding. These organizations leverage significant financial and in-kind support from individual community members, foundations, and private organizations that help meet the needs identified in this plan.

In addition to leveraging at the individual agency level, the City has historically matched the investment of CDBG, HOME, and ESG dollars with the investment of General Fund. In PY20 over three quarters of the funding for community agency programs came from General Fund. The City meets the HOME 25 percent match requirement. The City meets the dollar for dollar match requirements for the ESG program by allocating General Funds to various homeless services providers. Shelter programs alone receive over $254,726 in City General Funds each year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has long-term leases of City-owned property with non-profit organizations that address the needs identified. Programs operating in leased City-owned properties include:

- Dorothy Day House –Year-round and Emergency Winter Shelters and Community Resource Center
- BOSS' Harrison House Shelter for Homeless men, women and families;
- BOSS' Sankofa House – emergency shelter for homeless families;
- Women's Daytime Drop-In Center's Bridget House – transitional housing for homeless families; and
- Bay Area Community Services Pathways STAIR Center.
- Options Recovery Services – substance use treatment services.

The City also has long-term leases for affordable permanent housing at:

- Ocean View Gardens;
- UA Cooperative Housing; and
- William Byron Rumford Senior Plaza.

The City has committed more than $27 million in local funding for the development of the City-owned Berkeley Way parking lot to address the needs identified in the plan. On September 9, 2014, after a Request for Qualifications process, the City Council approved the selection of a development team consisting of Bridge Housing, the Berkeley Food and Housing Project, and Leddy Maytum Stacy Architects (LMSA) as the preferred development team for the site. Since then the City has been working closely with the project team on a three-part project including homeless services and meal space, emergency shelter, permanent supportive housing, and affordable apartments. The project sponsors have secured all required funding and construction began in fall 2020. Construction is scheduled for completion in May 2022, and lease up is scheduled for May through September 2022. Berkeley Way will consist of 89 affordable housing for households at 50-60% AMI, 53 units of Permanent Supportive

Housing, 32-bed dormitory style shelter beds and 12 transitional housing beds for veterans.

The City is currently exploring the possible use of the City-owned Ashby BART station area air rights as well as the West Berkeley Services Center as possible future housing sites. In Fall 2020, the City engaged in discussions with BART to plan for future development of affordable housing on two BART sites in Berkeley, including the Ashby BART station and North Berkeley BART station. In Spring 2021, discussions between the City and BART will continue around developing a pathway for investing local subsidy in future housing developments that achieve at a minimum 35% affordable housing at both BART sites.

Discussion

Not applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase affordable Housing Supply and Quality	2020	2024	Affordable Housing	BERKELEY	Affordable Housing	CDBG: $1,326,057 ~~$1,476,057~~ HOME: $667,332	Rental units constructed: 3 to 4 Household Housing Unit Rental units rehabilitated: 58 Household Housing Units Homeowner Housing Rehabilitated: 26~~29~~ Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Improve Public Facilities and Public Services	2020	2024	Non-Housing Community Development	BERKELEY	Non-Housing Community Development	CDBG: $1,902,080 ~~$1,752,080~~ (estimated)	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 224~~200~~ Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 1,105 Persons Assisted.
3	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing	2020	2024	Homeless	BERKELEY	Homelessness	ESG: $233,523	Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted Emergency Shelter: 0 Households Assisted Outreach: 100 Households Assisted Prevention: 0 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Prevent, prepare for and respond to COVID-19	2020	2024	Affordable Housing Homeless Non-Housing Community Development	BERKELEY	Affordable Housing, Homelessness, Community Development, Non-Housing Community Development, and responding to needs of COVID-19	$0	N/A

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Affordable Housing Supply and Quality
	Goal Description	CDBG and HOME funds will be used for affordable housing acquisition and rehabilitation, and single family rehabilitation programs.
2	**Goal Name**	Improve Public Facilities and Public Services
	Goal Description	CDBG funds will be used to rehabilitate public facilities and homeless and fair housing public services.
3	**Goal Name**	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing
	Goal Description	ESG funds will be used to provide outreach, services emergency shelter and/or rapid re-Housing to literally homeless households.
4	**Goal Name**	Prevent, prepare for and respond to COVID-19
	Goal Description	CDBG (PY20), CDBG-CV and ESG-CV (CARES Act) funds will be used to prevent, prepare for and respond to COVID-19

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

BRIDGE Housing Corporation and the Berkeley Food and Housing Project's Berkeley Way project (53 extremely low income and 89 low income units) started construction in July 2020, and Satellite Affordable Housing Associate's Jordan Court (34 affordable units, with seven reserved for extremely low income households at 30% AMI and fourteen reserved for low income households at 60% AMI) started construction in August 2020. Seventeen of Jordan Court's units are supported by the HOME funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

With its CDBG, HOME, and ESG funds, the City of Berkeley will fund eligible projects in the following categories: housing development, rehabilitation and services projects, public services, public/community facility improvement projects, emergency shelter grant programs, program planning and administration, and the Housing Trust Fund.

Projects

#	Project Name
1	City of Berkeley Planning and Administration
2	Housing Services
3	Single Family Rehabilitation Programs
4	Housing Trust Fund
5	Public Services
6	Community Facility Rehabilitation
7	ESG21 - Berkeley- Emergency Shelter, Outreach, Rapid Rehousing and HMIS Activities

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to funds activities that have been identified as a need in the Consolidated Plan.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	City of Berkeley Planning and Administration
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality, Improve Public Facilities and Public Services, & Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services
	Needs Addressed	Affordable Housing, Homeless, & Non-Housing Community Development
	Funding	CDBG: $632,347 HOME: $77,481 (includes the estimated $20,000 in program income)
	Description	The project will fund City staff to plan and administer CDBG and HOME projects. HOME Admin based on projected entitlement with $20,000 in anticipated program income.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide.
	Planned Activities	Information about the planned activities is included in Section AP-38 Project Summaries.
2	**Project Name**	Housing Loan Services
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $70,008
	Description	City staff provide loan services to support single family rehabilitation, housing trust fund projects, and other federally funded housing related activities.

	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The project will serve approximately 75 active home rehabilitation loans from the Senior and Disabled Rehabilitation Loan Program, and 40 loans from housing trust fund projects and other federally funded housing related activities, for a total of 115 loans.
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Services provided under this project will include accounting, processing loan payments and loan payoff demands, deeds of reconveyance, lien releases and loan subordination requests, collections, personal financial analysis, and structuring of temporary repayment agreements.
3	**Project Name**	Single Family Rehabilitation Programs
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $767,708~~$917,708~~
	Description	Activities related to single family rehabilitation efforts will be funded under this project. These projects will cover health and safety improvements as well as accessibility improvements such as the installation of ramps/lifts for low income homeowners and renters.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit an estimated 35~~38~~ low-income households annually.
	Location Description	Various locations within the City of Berkeley.

	Planned Activities	Activities include health and safety, accessibility, and energy efficiency improvements. CIL's program removes barriers to housing for 21 (estimated 13 homeowners and 8 renters) low-income, disabled residents by installing ramps, lifts and making other interior and exterior modifications to ensure accessibility of their homes. Habitat for Humanity provides home repairs, access modifications, and safety upgrades 12 low-income households focusing on essential health and safety of the home. City staff work with senior and/or disabled homeowners, providing loans of up to $100,000 for the Senior & Disabled Home Rehabilitation Loan Program.
4	**Project Name**	Housing Trust Fund
	Target Area	BERKELEY
	Goals Supported	Increase Affordable Housing Supply and Quality
	Needs Addressed	Affordable Housing
	Funding	CDBG: $488,341 HOME: $697,332
	Description	Activities that provide funding for City staff in support of projects funded with City of Berkeley Housing Trust Fund dollars, includes funding for projects and CHDO operating funds.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	17 units (households) will be directly supported with federal funding during the five-year Consolidated Plan period for an average of 3-4 per year. During the same time period staff will also support the development of an additional 371 affordable units with local funds. These totals will include 34 senior units and 81 special needs (homeless and/or disabled units). An additional 49 low-income housing units will be rehabilitated at Rosewood Manor (35 units) and Lorin Street Apartments (14 units).
	Location Description	Citywide

	Planned Activities	City staff actively facilitate development, rehabilitation and/or preservation of affordable housing through working with developers, other city staff, lenders and other public agencies for the acquisition and rehabilitation of multi-family housing. Specific activities include working with project sponsors throughout predevelopment, supporting public participation in project selection and development, preparing and executing loan agreements, and conducting federally required environmental review. $30,000 will be dedicated to CHDO operating. The aforementioned actitivities are funded by the City of Berkeley's Housing Trust Fund, which includes HOME funds. Together with the HTF and Admin funds allowed under the CDBG and HOME program, the funds also support Housing Development staff. 570.201 (k) "provides that CDBG funds may be used to pay costs in support of activities eligible for funding under the HOME program. This includes services such as housing counseling in connection with tenant-based rental assistance and affordable housing projects, energy auditing, preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and other services related to assisting owners, tenants, contractors, and other entities participating or seeking to participate in the HOME program." Staff are currently working with 10 affordable housing developments in varying stages of predevelopment with reservations totaling nearly $60M in City funds, including HOME funds. Staff are currently focusing on Jordan Court, at 1601 Oxford, which is currently under construction. In addition, this funding supports the City's implementation of CHDO operating funding. PY20 and earlier year's CDBG funds are being used for rehabilitation work at Lorin Station (14 units) and Rosewood Manor (35 units), two affordable housing properties owned and operated by South Berkeley Neighborhood Development Corporation (SBNDC). Both housing properties have immediate rehabilitation needs related to plumbing issues and roof repairs.
5	**Project Name**	Public Services
	Target Area	BERKELEY
	Goals Supported	Improve Public Facilities and Public Services
	Needs Addressed	Homelessness Non-Housing Community Development

	Funding	CDBG: $453,921
	Description	Services including homeless programs (daytime respite, men's shelter and Coordinated Entry System), and fair housing services are funded under this project.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1,105 low-income and homeless households are expected to be served through these activities.
	Location Description	Citywide
	Planned Activities	Bay Area Community Services operates Berkeley's Coordinated Entry System which will screen, conduct intakes, and provide housing navigation services to approximately 920 people. Berkeley Food and Housing Program will provide emergency shelter to approximately 115 adult homeless men. Eden Council for Hope and Opportunity will provide outreach, training, fair housing counseling services to up to 70 households, investigation of an estimated 25 fair housing complaints, 10 tenant/landlord mediations, and 10 fair housing testing/audits with follow-up training for non-compliant property owners.
6	**Project Name**	Community Facility Rehabilitation
	Target Area	BERKELEY
	Goals Supported	Improve Public Facilities and Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $1,448,159~~$1,298,159~~
	Description	Activities that fund the rehabilitation of public facilities are funded under this project.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	It is projected that improved community facility improvements provided by the City of Berkeley administered program will benefit a minimum of 200 people. The number of beneficiaries may increase as new community facility projects are identified through the upcoming NOFA and accepted applications. Substantial Amendment #1 will add funds to a public facility project with Insight Housing's Dwight Way Shelter serving an annual population of 73~~XX.~~
	Location Description	Various locations within the City of Berkeley.
	Planned Activities	Activities include improving community facilities by funding substantial rehabilitation to applicants of the City administered Community Facility Improvement Program. Substantial Amendment #1 will add funds to a public facility project with Insight Housing's Dwight Way Shelter for homeless persons in Berkeley. As of time of this substantial amendment the project is currently under construction and will be using public facility funds from several years to complete the project.
7	**Project Name**	ESG21-Berkeley - Emergency Shelter, Outreach, Rapid Rehousing and HMIS Activities
	Target Area	BERKELEY
	Goals Supported	Provide Homeless Prevention, Emergency Shelter, Outreach and Rapid Re-Housing services
	Needs Addressed	Homelessness
	Funding	ESG: $233,523
	Description	ESG funds will be used for Emergency Shelter, Outreach, Rapid Re-Housing and HMIS costs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	10 households will be served with Rapid Rehousing financial assistance. 100 persons will be assisted with Street Outreach.
	Location Description	Various locations.

	Planned Activities	ESG funds will be used to provide financial assistance and housing relocation and stabilization services to rapidly re-house approximately 10 households, and support approximately 100 people through street outreach and engagement activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As discussed in MA-50 of the Consolidated Plan, the City does not have areas of low income or minority concentration and therefore does not allocate federal funds geographically.

Geographic Distribution

Target Area	Percentage of Funds
BERKELEY	100

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Not applicable.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section includes HOME-funded units only. The City does not anticipate that any new construction will be completed in the year July 1, 2020 – June 30, 2021. As of this writing in February 2021, the City is working with two HOME-assisted projects with a total of 177 permanent housing units and more than $33 million in City funding, including $2.4 million (7 percent) in HOME funds. The two developments – Berkeley Way and Jordan Court- started construction in summer 2020, and are expected to be completed in the following program year (2022-2023), adding 177 units to the City's Housing Trust Fund portfolio, including a portion of HOME units.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
The Production of New Units	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

Not applicable.

AP-60 Public Housing – 91.220(h)

Introduction

The Berkeley Housing Authority (BHA) is not a department of the City of Berkeley. BHA Board members are appointed by the Mayor and confirmed by the City Council.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City uses a variety of approaches to support homeless and other vulnerable populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Goals for PY21 include 1) housing all residents of the Safer Ground COVID-19 Respite hotels and the City's Respite Program utilizing ESG Rapid Re-Housing funding, 2) applying for funding from the State of California under Project HomeKey to support a new Permanent Supportive Housing project by converting an old hotel, 3) entering into a contract and lease to support the development of 39 units of modular housing for unhoused residents of Berkeley, and 4) continue to fund and otherwise support the North County Berkeley/Albany/Emeryville Housing Resource Center – the front door to the homeless Coordinated Entry System which provides outreach, assessments, housing problem solving, housing navigation and tenancy sustaining services to unhoused residents. HRC staff will begin to implement the updated assessment process. It will include three phases: housing program solving (HPS), crisis assessment and housing assessment. The former will be focused on households that can be rapidly rehoused with limited support while the latter will be focused on households needing permanent supportive housing. This phased approach coupled with HPS flex funds will result in more varied households having access to needed supports. Staff will provide these assessments through 211 referrals, during HRC drop-in hours, and at street based locations throughout Berkeley. Street based outreach staff will continue to engage people and provide basic necessities, such as water and hygiene kits.

Eligible people will be matched to appropriate and available resources including housing problem solving resources, housing navigation services, shelter, transitional and permanent housing programs, physical, mental health and addiction services and SSI advocacy.

The HRC will provide housing navigation services tied to rapid-rehousing and flexible financial assistance to support additional people in moving to permanent housing. Housing navigators support participants in a variety of ways from housing problem solving to assisting with identification documents and housing search activities. Once permanently housed, HRC staff will work with participants to maintain housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to provide funding for shelter and transitional housing as described in section MA-30 of the Consolidated Plan. The City funds multiple agencies to provide 298 year round shelter beds, 30 seasonal shelter beds and 27 transitional housing beds. As part of the City's COVID-19 response, the census at these programs has been reduced by approximately 50% so staff and participants can maintain 6' social distancing. Additionally, funds have been provided to expand shelter operations to 24/7 and to provide three meals per day so participants don't have to leave during the day.

To offset the census reduction, while providing a safe space, the City implemented a non-congregate shelter program to house 18 households who meet the CDC's criteria for at-risk populations, 65+ or having an underlying medical condition requiring extra precautions against COVID-19. These shelter enhancements are expected to be in place until the City's Shelter In Place (SIP) order is lifted. Rapid re-housing resources are being offered to help people move into permanent housing.

Additionally, the City expanded the Berkeley Emergency Storm Shelter operations from an inclement weather shelter to supporting a 24/7 winter shelter operation through mid-April.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The HRC will have Housing Navigation resources to focus on the highest need people, which will be prioritized for permanent supportive housing and households who need shorter term assistance. Assistance will be provided to help with collecting documentation needed to apply for housing opportunities, housing searches and linking participants to services that will help to retain housing.

The North County HRC has flexible and rapid rehousing funds, which assist in reducing people's length of homelessness. The City will allocate ESG and local funds to support these efforts. While funding is available, there is still a lack of available units, within HUD's Fair Market Rent (FMR) to support households with extremely low incomes making it difficult to rapidly re-house households in the County. Often, households are being housed in neighboring counties making it challenging to provide ongoing housing retention services. This has resulted in some delays in spending City of Berkeley ESG funds for rapid re-housing. Starting in PY19, the City of Berkeley shifted a portion of its ESG allocation to fund the Pathway STAIR Center and HRC outreach. Also, the HRC has incorporated more shared housing opportunities through the use of larger units. This has provided people with limited income and a willingness to share housing more opportunities to be permanently housed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

The City uses General Funds and CDBG-CV to fund services that prevent people who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2) from becoming homeless. Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for federal funds to be provided to those categorized as "at-risk" but not necessarily at "imminent risk", Berkeley uses its ESG funds for rapidly rehousing people who are literally homeless.

Berkeley funds prevention assistance for people who meet "immediate risk" criteria defined as:

"An individual or family who will imminently lose their primary nighttime residence, provided that:

- the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
- No subsequent residence has been identified; and,
- The individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing."

Alameda County has mental health, foster youth, health care, and corrections discharge policies intended to prevent discharges of individuals from these systems into homelessness, described in detail in the Consolidated Plan.

During the coronavirus pandemic, the City expanded the housing retention program to assist households unable to pay rent due to a COVID-19 related loss of income. Households must provide a dated Notice of Eviction from landlord stating amount owed for back rent OR a letter of verification from landlord stating the amount owed for back rent, since there is currently an eviction moratorium.

The City is working with local hospitals to share information about the North County HRC and available homeless services in Berkeley to reduce discharges to local daytime drop-in centers and shelters that can't support the needs of medically fragile people with severe disabling conditions. The City will continue to participate in countywide and regional efforts to reduce discharges into homelessness.

Discussion

The City of Berkeley supports a wide range of homeless programs, including emergency/crisis drop in centers and shelters, transitional housing, permanent supportive housing, prevention and rapid rehousing services. All contracted service providers report outcomes based on the countywide outcome standards developed by EveryOne Home, in order to inform future adjustments to the service system.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

None.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

As stated in section MA-40 of the Consolidated Plan, the following are considered potential constraints in Berkeley: accessory dwelling unit (ADU) requirements, infill development regulations and permit review process. While the City's accessory dwelling unit requirements meet state law, they may be a constraint to development of additional units; therefore, the 2015 *Housing Element* includes a housing program to evaluate the regulations and consider changes to development standards for ADUs, a process that is currently underway. Additionally, while the zoning ordinance includes five multi-family zoning districts and the City has seen a number multi-family development projects, Housing Policy H-34 of the 2015 *Housing Element* encourages the review of infill development regulations in residential districts to identify and change possible constraints.

The permit process in Berkeley may be considered a constraint to housing production, although based on the amount of affordable and market-rate development that has been approved and the density of those projects, it does not appear to have deterred new development. However, Policy H-34 calls for the City to continue to improve and streamline the development review process and to evaluate regulations to identify and reduce unnecessary impediments to housing development and affordable housing projects.

With the passage of California Senate Bill (SB) 35 Berkeley, like all California cities, has an expedited path to planning and environmental approvals for affordable housing developments meeting certain State-established criteria. In 2018, the City approved land use entitlements for three City-funded projects under the SB35 rules: 2012 Berkeley Way, 1601 Oxford and 2001 Ashby.

The City also anticipates a reduction in barriers to affordable housing with the passage of California Senate Bill 330 (2019) which reduces the number of allowable public hearings for Housing Accountability Act (HAA) compliant projects to five.

The City also adopted the Adeline Corridor Plan (December 2020) which introduced a local density bonus program that incentivizes the development of affordable housing in the corridor.

Discussion

Not applicable.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Berkeley uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Berkeley, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

One of Berkeley's major obstacles to meeting underserved needs is the limited amount of federal, state, and local resources available given the diversity of needs in the community and high cost of housing in the Bay Area. The City of Berkeley will continue to pursue new State and Federal resources as available to meet underserved needs.

Actions planned to foster and maintain affordable housing

The City has several on-going programs which foster and maintain affordable housing in Berkeley:

- Rent Stabilization Program. In 1980, Berkeley residents passed the Rent Stabilization and Eviction for Good Cause Ordinance. The Ordinance regulates most residential rents in Berkeley, provides tenants with increased protection against unwarranted evictions and is intended to maintain affordable housing and preserve community diversity. In 2017 Council adopted the Tennant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.
- Affordable Housing Mitigation Fee (AHMF). This fee requires developers of new market rate rental housing to pay a fee into the Housing Trust Fund or to provide affordable apartments instead. Resulting units are affordable both to people with incomes less than 50 percent of Area Median and less than 80 percent. The Council adopted a formula for increasing the rate over time.
- Condominium Conversion Ordinance (CCO). The CCO governs the conversion of rental apartments and tenancy-in-common buildings to condominiums, and other types of mutual or cooperative housing. A mitigation fee for production of permanently affordable housing will be collected.
- Commercial Linkage Fee. The Affordable Housing Mitigation Program was approved on April 20, 1993. It imposed fees on commercial new construction in which the newly constructed gross floor area is over 7,500 square feet.
- Housing Trust Fund (HTF). The City of Berkeley created its HTF in 1990 to help develop and preserve below-market-rate housing. The HTF program pools funds for affordable housing construction from a variety of sources with different requirements, makes them available

through one single application process to local developers, then monitors development and operation of the funded housing.

- Inclusionary Housing Ordinance for ownership housing. The ordinance requires developers of market rate ownership housing to include affordable ownership units or pay a fee. On November 19, 2013, City Council approved completing a nexus study to determine the appropriate fee applicable to new for-sale housing.
- Relocation Ordinance. In 2011, the City of Berkeley adopted a local ordinance to prevent tenants from being permanently displaced if they must vacate their unit temporarily while repairs are completed to bring the unit into code compliance. The Ordinance requires the Owner to allow the tenants to move back into the unit once repairs are completed, and to provide financial compensation to tenants to mitigate the costs associated with being temporarily displaced.
- Mortgage Credit Certificate. MCC is a federal income tax credit that provides qualified low income homebuyers a tax credit worth up to 15 percent of their annual mortgage interest paid on their home loan. MCC recipients adjust their federal income tax withholding, which increases their take-home pay, making monthly mortgage payments more affordable. The City participates in the Alameda County MCC program.
- Senior and Disabled Loan Rehab Program. HHCS administers the program as an effort to preserve the City's housing stock and to assist low- and moderate-income senior and disabled homeowners, funded by CDBG and CalHOME. The applicants receive a zero interest loan, secured by a deed of trust on their home, which is repaid when title to the property changes hands, typically as a result of the sale of the property or inheritance by the owner's heirs.
- Fair Chance to Housing. In March of 2020, Berkeley City Council passed the Fair Chance Access to Housing Ordinance, prohibiting the use of criminal history and/or criminal background checks in the tenant selection process for rental housing.
- Tennant Opportunity to Purchase Act (TOPA). In March of 2021, the City is advancing a TOPA Ordinance that tis expected to be finalized by the end of the year. TOPA provides tenants the legal opportunity to collectively purchase, or assign rights to an affordable housing developer, the property they live in when the property is ready to sell. It also provides technical assistance, education, and financing to help make these purchases possible.

Actions planned to reduce lead-based paint hazards

The City will continue to comply with the Environmental Protection Agency's Renovation, Repair, and Painting Program in its Senior and Disabled Rehabilitation Loan Program. Similarly, organizations working with the City of Berkeley on single family rehabilitation will work with the City and Alameda County Lead Poisoning Prevention Programs to increase awareness of lead issues among their clients and incorporate lead safe work practices into their activities.

The City of Berkeley Public Health Division and the Alameda County Lead Poisoning Prevention Program will work together to increase awareness and knowledge about lead poisoning prevention in Berkeley

including providing lead-safe painting classes, in-home consultations, garden soil lead testing kits, presentations, educational materials, and other services.

The City of Berkeley Childhood Lead Poisoning Prevention Program collaborates with the Berkeley Health, Housing & Community Services Department's State lead-certified Risk Assessor/Inspector, Project Designer, and Project Monitor. Berkeley's program also provides case management services to families with children who have elevated blood lead levels. Services range from Public Health Nursing case management for children with blood lead levels above 15 *μg/dL* to health education for children with levels between 5-14 *μg/dL*.

The Alameda County Healthy Homes Department (ACHHD) also provides HUD-funded lead hazard control grants for addressing lead hazards in qualifying Berkeley pre-1978 housing units that are occupied by a low income household with a priority for units with a child under 6 living in the unit, a pregnant occupant, or a child under 6 years who visits twice a week for at least three hours each time. Since July 1, 2020, ACHHD has completed lead evaluation at one unit in Berkeley which is under contract for lead hazard repair, has approved another unit for service and has seven units in the application process. The goal of the program is to make 144 housing units lead-safe county-wide over the 42-month grant period.

ACHHD also provides lead safety and healthy housing training. For coronavirus safety, in person trainings have been suspended under the County's Shelter-In-Place orders. The ACHHD has increased traditional media, social media, and web content to continue outreach and education.

The ACHHD's outreach and education activities promote lead safety, regulatory compliance, and participation in ACHHD lead hazard control grant programs to property owners, property managers. The ACHHD coordinates lead poisoning prevention outreach activities with the City of Berkeley Public Health. Outreach partners and locations for property owner presentations, staff trainings, and literature distribution have included the Berkeley Rent Stabilization Board and Permit Office, the Berkeley Housing Authority, Tool Lending Library, North Berkeley Senior Center, YMCA, Berkeley Property Owners Association, the East Bay Rental Housing Association which is in Oakland but serves Berkeley property owners, the Ecology Center, and local paint and hardware stores. The ACHHD participates in local collaborations and with partners including the Berkeley Tobacco Prevention Coalition, Bay Area Lead Programs, Berkeley Black Infant Health, Kerry's Kids, Rebuilding Together East Bay North, Habitot, and the Safe Kids Coalition.

Actions planned to reduce the number of poverty-level families

The City funds a wide variety of social service programs designed to assist households with poverty level incomes. These programs include childcare and a range of services for special needs populations, which are outlined in other sections of this Consolidated Plan. This section will highlight the City's strategies to increase livable wage employment opportunities by supporting related community services and working

with public and private regional partners. Strategies include:

- Funding and refinement of anti-poverty programs provided by community-based organizations and by the City. Federally funded community agency contracts are outlined in the Annual Action Plan.
- Continue implementation of the City of Berkeley's Living Wage Ordinance.
- Foster regional coordination on economic development to benefit low income Berkeley residents.
- Linking homelessness and homelessness prevention programs, such as the coordinated entry system, to employment training and placement opportunities. The HRC will begin providing employment services.

The City has contracted with the a number of workforce development programs to provide training, education and job placement for low income, under-employed, and unemployed residents:

- Inter-City Services provides employment, training, and education and continues to serve veterans as funded under the Governor's 15% Discretionary pool of Workforce Investment Act (WIOA) funds.
- Biotech Partners operates the Biotech Academy at Berkeley High School, targeting youth from under-represented populations in the fields of science and technology (African American, Latino, South East Asian, and female and low income youth) and who may be at risk of not graduating from high school.
- The Bread Project provides training in culinary arts and bakery production, and includes the formerly incarcerated as their target population. They operate a social enterprise (wholesale bakery) that creates opportunities for trainees to obtain crucial on-the-job experience.
- Rising Sun Center for Opportunity (formerly known as Rising Sun Energy Center) Green Energy Training Services (GETS) provides pre-apprenticeship classroom and hands-on training in the Building and Construction trades which serves as a pathway for careers in construction including green and clean technologies. Rising Sun also operates the California Youth Energy Services (CYES) program funded by the CA Public Utilities Commission, providing summer jobs for youth conducting residential energy audits.
- Berkeley Youth Alternatives (BYA) receives WIOA funding through Alameda County Workforce Development Board (ACWDB) to provide workforce development services to in-school and out-of-school youth. The area of workforce development is a focus area for increased coordination, including establishing methods to maximize and leverage resources. BYA, utilizing city funds, provides training to disadvantaged youth in all aspects of park and landscape maintenance in addition to summer and after-school programs for children and youth.
- UC Theatre Concert Careers Pathways (UCCCP) is a nine-month program for young people ages 17-25, providing workshops and paid internships for participants to learn all aspects of live music venue production.

- Continuing the City's Local Hire policies which include the Community Workforce Agreement (CWA) between the City of Berkeley and the Building trades (created in 2011) which applies to publicly funded construction projects estimated at $500,000 or above, and, the First Source local hiring policy which applies to both public infrastructure projects estimated between $100,000 - $499,999 and private development over 7,500 square feet. develop the
- The YouthWorks employment program continued its partnerships with City and nonprofit agencies. YouthWorks targets low income, at-risk youth and provides all youth with workplace skills training. City of Berkeley departments and local community agencies serve as worksites providing valuable work experience to Berkeley youth 14-25 years old.
- The City's Recreation Division of the Park, Recreation & Waterfront Department partners with the Berkeley Unified School District and YouthWorks on the Achievers Program, which provides leadership development, career exploration and peer-led tutoring. This program is also used as a stepping stone for entry into the City's YouthWorks program.
- Funded through the City's Public Works Department, the Downtown Streets Team, a non-profit organization, homeless and low-income persons volunteer to beautify commercial districts while engaging in case management and employment services.

The City's anti-poverty strategy continues to be closely tied to the funding of approximately 50 community agencies to provide services as described above to enable people in poverty to attain self-sufficiency, support at-risk youth to succeed in school and graduate, and protect the health and safety of low income people. The City also funds anti-poverty programs with general funds for job training and creation/job placement agencies.

Actions planned to develop institutional structure

During the next year, the City of Berkeley will continue to coordinate the housing and community services activities within the department through regular senior staff meetings and coordination on specific topics. The City's Health & Human Services and its Housing Departments merged in PY12. Since that time, senior leadership of all Divisions meets weekly to share information on Division activities which promotes closer coordination. For example, in PY19, the Housing & Community Services Division and the Aging Services Division collaborated to hire two new staff who will provide supportive services to house homeless residents who are assisted through Continuum of Care Rental Assistance administered by the Housing & Community Services Division. And in PY20, the senior leadership of each Division, facilitated by the City's Homeless Services Coordinator, will explore mechanisms to better coordinate housing, services, and public and mental health services. The Division leadership will continue to seek opportunities to increase coordination during PY21.

Actions planned to enhance coordination between public and private housing and social

service agencies

City staff will also continue to participate in the implementation of EveryOne Home, the countywide plan to end homelessness. EveryOne Home spearheads Alameda County's Continuum of Care. Staff will continue to participate in the initiative's Leadership Board, which includes most public funders of housing and homeless services in the county, as well as leadership from key community based organizations. Leadership Board membership helps coordination efforts across the county. Staff also participates in other committees composed of other funders (such as Alameda County Behavioral Health Care Services, Social Services Agency, and the Office of Homeless Care and Coordination) as well as many community based organizations.

Recent countywide collaboration efforts include the implementation and ongoing refinement of the Coordinated Entry System, issuance of an updated countywide strategic report by EveryOne Home, coordination and approval of countywide performance measures aligned with HUD priorities; and implementation of the countywide Whole Person Care funds to support the development and operations of regional housing resource centers. The City will continue to work with County partners on CES redesign efforts including the coordination of services provided by the HRC. It will also participate in the next phase of the Centering Racial Equity in Homeless System Design Report, which includes implementing a Racial Equity Plan. Lastly, the City will continue to coordinate with the County, BHA and other partners to market landlord incentive programs to increase the portfolio of available private market units.

City staff continue to collaborate with service agencies, from legal advocacy assistance, to disability rights organizations for unit modifications, the VA for VASH vouchers, and the Berkeley Housing Authority (BHA) for Mainstream Voucher allocations. Additionally with Project-based voucher allocations and through work with owners of Below Market Rate units, BHA has partnered with both non-profit and for-profit developers of housing in Berkeley, to house those participating in our programs.

Discussion:

The majority of Berkeley's activities furthering the goals of the Consolidated Plan are provided by community agency partners. This will continue to be the case in PY21.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$629,755
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**$629,755**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	87.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Berkeley uses no forms of investment other than ones described in §92.205(b) (Refinancing Costs).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   No homeownership or tenant-based rental assistance activities are anticipated for PY21.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   No homeownership activities are anticipated for PY21.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Berkeley's HTF Guidelines apply to any project using HOME funds to refinance existing debt. Per the Guidelines, Project owners submit funding requests to the City, or reply to the City's Requests for Proposals for funding, with the following information, among other things:

   a) As a condition precedent to funding, Owners must demonstrate an extension of affordability term. For new HOME funds invested in the Project, the minimum affordability term is the term required by 24 CFR 92 et seq., but, typically, the required extension of affordability is 55 years.

   b) As a condition precedent to funding, Owners must demonstrate that the refinancing preserves the affordable Project through rehabilitation.

   1. Minimum rehab costs/unit must correspond to at least the value identified in a current physical needs assessment to ensure that the long-term needs of the Project can be met.
   2. Typical rehab/unit costs are no less than $10,000/unit, the minimum rehab value required by the California Debt Limit Allocation Committee Regulations.

   c) Owners indicate if their refinancing request includes new construction that adds net new units to the Project

   d) Owners provide extensive Project data, including audited financial statements, cash flows, rent

rolls, services plans, PNAs, and rehabilitation proformas to demonstrate that:

1. The project is sound financially and disinvestment has not occurred
2. The long-term needs of the Project and residents will be met by the rehab
3. The proposed rehab is financially feasible, includes no barriers to refinancing existing mortgage loans, does not include the refinancing of any existing federal or federally-insured loans, and leverages other non-federal funds to the greatest extent possible

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   The City's standards for providing ESG assistance were updated in 2020. The most recent version was attached to the 2020 Consolidated Plan. The City has attached its ESG-CV standards to this report.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The Alameda County Continuum of Care has established its coordinated entry system (CES). The CES has regional Housing Resource Centers that provide a range of services and resources. Each HRC uses a standardized tool that prioritizes individuals and families based on need. Everyone is offered housing problem solving services that may include limited, one-time financial assistance. The people with the highest needs are matched to appropriate and available services and resources including housing navigation, emergency shelter, transitional housing, rapid rehousing and permanent supportive housing.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City of Berkeley will receive $233,523 in ESG funding for PY21. Funds will be used primarily for shelter and street outreach. Funds are awarded to subrecipients based on a competitive Request for Proposal Process that covers a four-year period from PY19-PY22. Funds will also be used for rapid re-housing activities. The City of Berkeley will utilize the maximum amount possible for administration (Seven and a half percent of the grant) and allocate funds to support the County-wide Homeless Management Information System, known as InHouse.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The policy-making entity for the City of Berkeley which makes decisions regarding the facilities, services, and other programs to receive funding under the Emergency Solutions Grant (ESG) is the Berkeley City Council. The Berkeley City Council is elected by the citizens of Berkeley. The City cannot mandate that a homeless or formerly homeless individual be on the City Council. Therefore, the City must develop and implement a plan to consult with homeless or formerly homeless individuals in making policies and decisions regarding programs that receiving funding under ESG. Each Annual Action Plan and any subsequent amendment notification and request for public

comment is sent to the Homeless and Housing Advisory Commissions for comment and dissemination.

5. Describe performance standards for evaluating ESG.

The performance standards to be applied to ESG activities is attached as an image labeled Outcome Measures. These standards were developed in 2018 through the leadership of EveryOne Home (the Continuum of Care) and partially funded by City of Berkeley General Funds. This matrix presents outcome standards for each type of program in the Continuum of Care. Most were established as a percentage of the average outcomes achieved by all County programs (for example, the average permanent housing placement rate of all emergency shelters) and will be adjusted over time to ensure continued improvement.

Together Priority Home Partnership and the Housing Retention program make up the housing retention and rapid rehousing segment of the City's continuum of services. The City will continue to work with EveryOne Home and community agencies to ensure that prevention and rapid rehousing funds are fully utilized and play an important role in ending homelessness in Berkeley.

Note: See Attachment 2 for Systemwide Performance Targets for Rapid Re-Housing Services

Attachments

Attachment 1			
Substantial Amendment #1 - Annual Action Plan for PY21			
City of Berkeley CDBG, ESG and HOME Projects for 7/1/2021 - 6/30/2022			
Proj. #	**Agency**	**Project Name**	**PY21 Amended Allocation**
CDBG			
1	Center for Independent Living	Residential Access	$ 159,660
2	Habitat for Humanity	Housing Rehabilitation Grant Program	$ 250,000
3	HHCSD*	Loan Services	$ 70,008
4	HHCSD	Senior and Disabled Rehab Program	$ 358,048
5	HHCSD	Rehab Loans	$ -
6	HHCSD	Housing Development: M/F Rehab	$ 488,341
		Subtotal Housing Projects	**$ 1,326,057**
8	Bay Area Community Services	Coordinated Entry System	$ 248,419
9	Berkeley Food and Housing Project	Men's Overnight Shelter	$ 170,502
10	Eden Housing for Hope and Opportu	Fair Housing	$ 35,000
		Subtotal Public Services Projects	**$ 453,921**
11	HHCSD	Public Facility Improvements	$ 152,908
12	HHCSD	PY21 Public Facility Improvement Program	$ 1,295,251
		Subtotal Public Facilities Projects	**$ 1,448,159**
13	HHCSD	CDBG Planning and Administration	$ 632,347
		Subtotal Planning & Admin Projects	**$ 632,347**
		****GRAND TOTAL ALL CDBG PROJECTS**	**$ 3,860,484**
ESG			
14	BACS	Rapid Re-Housing Project	$ 69,219
15	BACS	Emergency Shelter and Street Outreach	$ 140,114
16	HHCSD	Homeless Management Information System	$ 6,676
17	HHCSD	Program Planning and Administration	$ 17,514
		GRAND TOTAL ALL ESG PROJECTS	**$ 233,523**
HOME			
18	HHCSD	HOME Administration	$ 77,481
19	CHDO Operating Funds	CHDO Operating Funds	$ 30,000
20	HHCSD	Housing Trust Fund	$ 667,332
		*****GRAND TOTAL ALL HOME PROJECTS**	**$ 774,813**

Notes: * HHCSD = City of Berkeley Health, Housing & Community Services Department

**Assumes $629,755 in Program Income and $503,823 in unused carry over funds. If additional funds become available they will be added to line 12, Community Facility Improvement Program

***Assumes $20,000 in Program Income

Attachment 2

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL
&
REQUEST FOR COMMENTS ON THE CITY'S ANNUAL ACTION PLAN

The Health, Housing & Community Services Department is proposing a Public Hearing addressing the proposed **Annual Action Plan for Program Year (PY) 2021** (7/01/21-6/30/22) which includes recommended allocations of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnership Program (HOME) funds.

The hearing will be held on **Tuesday, April 27, 2021, at 6:00 P.M.**, via videoconference pursuant to Governor's Executive Order N-29-20.

A copy of the agenda material for this hearing will be available on the City Council agenda webpage at https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx in advance of the meeting. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology.**

The proposed **PY 2021 Annual Action Plan** required by the U.S. Department of Housing and Urban Development, outlines the City's housing and community development program for the period July 1, 2021 through June 30, 2022. The plan also outlines the allocation of $2,972,900 (estimate) in **Community Development Block Grant (CDBG)** funds available for housing related activities, improvement of public facilities, public services, and planning and administration. In addition, the plan outlines the proposed use of approximately $234,354 (estimate), the majority of which is used for rapid re-housing financial assistance, outreach and/or shelter for people who are homeless in Berkeley under the **Emergency Solutions Grant (ESG),** and the use of approximately $778,203 (estimate) in **HOME** funds for affordable housing development and rehabilitation.

PUBLIC COMMENT PERIOD: The public also has from March 26, 2021 through April 27, 2021 to submit written comments on the PY2021 Annual Action Plan. **A draft of the Plan will be available for public review** on the web at http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160 .

All written comments must be sent to both rbabka@cityofberkeley.info AND CPD_COVID-19WaiverSFO@hud.gov no later than April 27, 2021, at 5:00 p.m.

For more information only, contact Rhianna Babka (email: rbabka@cityofberkeley.info) at the Health, Housing and Community Services Department 2180 Milvia Street, 2nd Floor, Berkeley, 94704.

Accommodations Provided Upon Request. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least three business days before the meeting date. Providing at least three working days' notice will help to ensure availability at the meeting.

El Departamento de Servicios de Salud, Vivienda y Servicios Comunitarios propone una audiencia pública para tratar el **Plan de Acción Anual para el Año (PY) 2021** (7/01/21 - 6/30/22), el cual incluye las asignaciones recomendadas de fondos de la Beca de Desarrollo del Bloque Comunitario (Community Development Block Grant- CDBG), Beca de Soluciones de Emergencia (Emergency Solutions Grant - ESG) y la beca HOME.

La audiencia se llevará acabo el **martes, 27 de abril del 2021 a las 6:00 P.M**. por medio de conferencia de video, conforme al Orden Executivo del Gobernador N-29-20.

Una copia de la agenda para esta audiencia será disponible en el sitio https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx antes de la audiencia. En cuanto este disponible, la agenda para esta audiencia incluirá un 'link' para participación publica usando la tecnología de Zoom.

El **Plan de Acción Anual PY 2021** que cubre el período a partir del 1o de julio del 2021 hasta el 30 de junio de 2022 es un requisito del Departamento de Vivienda y Desarrollo Urbano de los E.E. U.U. (HUD siglas en inglés) y resume los programas de vivienda y desarrollo comunitario. El plan también enumera la distribución de aproximadamente $2,972,900 que la Ciudad recibirá por medio de la de la Beca de Desarrollo del Bloque Comunitario (Community Development Block Grant - CDBG) para financiar programas de vivienda, mejoras de infraestructura de edificios públicos, servicios públicos y la administración y planificación de los mismos. Además, el plan también explica el uso propuesto de aproximadamente $234,354 que en su gran mayoría será usado para la relocalización rápida de vivienda dando ayuda financiera, información y/o refugio a las personas desamparadas de Berkeley, estos fondos son parte de la Beca de Soluciones de Emergencia (Emergency Solutions Grant - ESG). También explica como se usarán los fondos de la Beca HOME, aproximadamente $778,203 que se usarán para el desarrollo y rehabilitación de viviendas.

PERIODO DE COMENTARIO PÚBLICO: A partir del 26 de marzo del 2021 y hasta el 27 de abril del 2021, el público podrá presentar comentarios por escrito sobre el Plan de Acción Anual PY 2021. Un borrador del **Plan está disponible al público** en el Internet en la página electrónica **http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160**. Cualquier comentario escrito tiene que ser entregado a rbabka@cityofberkeley.info Y CPD_COVID-19WaiverSFO@hud.gov no mas tarde que el 27 de abril, 2021 a las 5:00 p.m.

Si necesitan más información o si desean presentar comentarios por escrito, favor comunicarse con Roxana Andrade-Lizarzaburu al 510.981.5402 o por correo electrónico a randrade@cityofberkeley.info .

伯克萊市
公眾視訊聽證會通知
及
計劃評論徵求
關於市政府的年度行動之綜合計劃書

伯克萊市房屋及社區服務部門將提出公開聽證會針對市政府的2021財政年度 (07/01/2021-06/30/2022) 行動之綜合計劃書. 伯克萊市政府將邀請公衆人仕對伯克萊市政府的年度行動之綜合計劃書加以檢討及評論。該計劃書將提出對於社區發展經費（CDBG），緊急解決方案撥款（ESG）和房屋投資合作計劃（HOME）的資金分配建議。

此次聽證會將在2021年4月27日，星期二，下午6:00舉行。这次会议將會是根据加利福尼亞州第N-29-20号行政命令通过电视会议进行。

該聽證會議程材料的副本可於聽證會舉行之前在市議會議程網頁上找到：
https://www.cityofberkeley.info/Clerk/City_Council/City_Council__Agenda_Index.aspx 發布後，本次會議的議程將包括一個使用Zoom video技術的公眾參與鏈接。

此2021財政年度 行動之綜合計劃書擬議計劃是根據住房和城市發展部門 (HUD) 財務資助接受者所提出的流程。此計劃書概述了伯克萊市政府的城市住房和社區發展計劃。該計劃書有效運轉期為2021年7月1日至2022年6月30日。該計劃還概述了在社區發展經費（CDBG）中分配的$2,972,900美元（估計），用於與住房有關的活動，公共設施的改善，公共服務以及規劃和管理。此外，該計劃還概述了大約$234,354美元（估計）的擬議用途，其中大部分用於根據緊急解決方案撥款（ESG）為伯克利無家可歸者提供快速重新安置的財政援助，外展和/或庇護，以及動用約$778,203美元（估計）的HOME資金用於經濟適用房的開發和修復。

公共評論期：公眾可以在2021年3月26日至2021年4月27日之間提交書面評論。該計劃的草案可在以下網站上進行公開審查：
http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160
所有书面评论必须不迟于2021年4月27日下午5:00同時发送至rbabka@cityofberkeley.info和CPD_COVID-19WaiverSFO@hud.gov。

请仅在需要更多有关此主题信息时，联系伯克莱市房屋及社區服務部门的Rhianna Babka小姐(电邮：rbabka@cityofberkeley.info)，地址: 2180 Milvia St., 2nd Floor, Berkeley, CA 94704。

市政府將根據要求提供視聽支持。如果您需要有關於殘障人士的技術協助，包括輔助工具或服務，請至少在會議開始前三個工作日致電(510) 981-6342（V）或 (510)981-6345（TDD）與殘疾服務專員聯繫。如能在會議日期前三個工作日發出技術協助通知，我們將盡力確保您毫無困難地參加會議。

Berkeley Voice
510-723-2850

Legal No. **0006561120**

3235930

BERKELEY, CITY OF
HEALTH, HOUSING & COMMUNITY SVS
2180 MILVIA ST, 2ND FLOOR
BERKELEY, CA 94704

PROOF OF PUBLICATION

FILE NO. Annual Action Plan PY 2021

In the matter of

Berkeley Voice

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Berkeley Voice, a newspaper published in the English language in the City of Berkeley, County of Alameda, State of California.

I declare that the Berkeley Voice is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated September 3, 1991, in the action entitled "In the Matter of the Petition of the Berkeley Voice to Have the Standing of the Berkeley Voice as a Newspaper of General Circulation Ascertained and Established," Case Number 588221-2. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Berkeley Voice as a newspaper of general circulation...within the City of Berkeley, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Berkeley Voice and not in any supplement thereof on the following dates, to-wit:

03/26/2021

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 26th day of March, 2021.

Signature

1

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL
&
REQUEST FOR COMMENTS ON THE CITY'S ANNUAL ACTION PLAN

The Health, Housing & Community Services Department is preparing a Public Hearing addressing the proposed Annual Action Plan for **Program Year (PY) 2021** (07/01/21–6/30/22) which includes recommended allocations of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnership Program (HOME) funds.

The hearing will be held on Tuesday, **April 27, 2021,** at 6:00 PM, via videoconference pursuant to Governor's Executive Order N-29-20.

A copy of the agenda material for this hearing will be available on the City Council agenda webpage at https://www.cityofberkeley.info/CityClerk/City_Council__Agenda_Index.aspx at a advance of the meeting. Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology.

The proposed PY 2021 Annual Action Plan required by the U.S. Department of Housing and Urban Development, outlines the City's housing and community development program for the period July 1, 2021 through June 30, 2022. The plan also outlines the allocation of $2,972,900 (estimate) in Community Development Block Grant (CDBG) funds available for housing related activities, improvement of public facilities, public services, and planning and administration. In addition, the plan outlines the proposed use of approximately $234,354 (estimate), the majority of which is used for rapid re-housing financial assistance, outreach and/or shelter for people who are homeless in Berkeley under the Emergency Solutions Grant (ESG), and the use of approximately $778,203 (estimate) in HOME funds for affordable housing development and rehabilitation.

PUBLIC COMMENT PERIOD: The public also has from March 26, 2021 through April 27, 2021 to submit written comments on the PY2021 Annual Action Plan. **A draft of the Plan will be available for public review on the web at** http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160.

All written comments must be sent to both thekeller@cityofberkeley.info **AND EPU_COVID-19Allocation@cityofberkeley.info no later than April 27, 2021,** at 5:00 p.m.

For more information only, contact Rhianna Babka (email: rbabka@cityofberkeley.info) or the Health, Housing and Community Services Department 2180 Milvia Street, 2nd Floor, Berkeley, 94704.

Accommodations Provided Upon Request. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least three business days before the meeting date. Providing at least three working days' notice will help to ensure availability at the meeting.

El Departamento de Servicios de Salud, Vivienda y Servicios Comunitarios propone una audiencia pública para tratar el **Plan de Acción Anual para el Año PY 2021** (7/01/21–6/30/22), el cual incluye las asignaciones recomendadas de fondos de la Beca de Desarrollo del Bloque Comunitario (Community Development Block Grant- CDBG), Beca de Soluciones de Emergencia (Emergency Solutions Grant - ESG) y la beca HOME.

La audiencia se llevará acabo el martes, **27 de abril del 2021** a las 6:00 PM, por medio de conferencia de video, conforme al Orden Ejecutivo del Gobernador N-29-20.

Una copia de la agenda para esta audiencia será disponible en el sitio https://www.cityofberkeley.info/CityClerk/City_Council__Agenda_Index.aspx antes de la audiencia. En cuanto esta disponible, la agenda para esta audiencia incluirá un "link" para participación pública usando la tecnología de Zoom.

El Plan de Acción Anual PY 2021 que cubre el periodo a partir del 1o de julio del 2021 hasta el 30 de junio de 2022 es un requisito del Departamento de Vivienda y Desarrollo Urbano de los E.E. U.U. Also applies en inglés y muestra los programas de vivienda y desarrollo comunitario. El plan también muestra la distribución de aproximadamente $2,972,900 que la Ciudad recibirá por medio de la Beca de Desarrollo del Bloque Comunitario (Community Development Block Grant - CDBG) para financiar programas de vivienda, mejoras de infraestructuras de edificios públicos, servicios públicos y la administración y planificación de los mismos. Además, el plan también explica el uso propuesto de aproximadamente $234,354 que es su gran mayoría será usado para la rehocalización rápida de viviendas dando ayuda financiera, intermediación y/o refugio a las personas desamparadas de Berkeley, estos fondos son parte de la Beca de Soluciones de Emergencia (Emergency Solutions Grant - ESG). También explica como se usarán los fondos de la Beca HOME, aproximadamente $778,203 que se usarán para el desarrollo y rehabilitación de viviendas.

DERECHO DE COMENTARIO PÚBLICO: A partir del 26 de marzo del 2021 y hasta el 27 de abril del 2021, el público podrá presentar comentarios por escrito sobre el Plan de Acción Anual PY 2021. Un borrador del Plan será disponible al público en el Internet en la página electrónica http://www.cityofberkeley.info/ContentDisplay.aspx?id=12160. Cualquier comentario escrito tiene que ser entregado a thekeller@cityofberkeley.info Y EPU_COVID-19Allocation@cityofberkeley.info no mas tarde que el 27 de abril, 2021 a las 5:00 p.m.

Si necesitan más información o si desean presentar comentarios por escrito, favor comunicarse con Rosana Arévalo-Licaros al 510.981.5402 o por correo electrónico a rarevalo@cityofberkeley.info.

BV 6661120 March 26, 2021

PY21 City of Berkeley Annual Action Plan

Summary of Citizen Participation Outreach & Comments

Including the April 27, 2021 Virtual Public Hearing

Meeting Type	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons
March 4, 2021 **Public Meeting – Housing Advisory Commission**	Commission website	General Public	22 persons in attendance and one public comment on the Annual Action Plan.	Comments and discussion included expanding outreach to more widely read outlets, adding detail about non-HUD funded program that the City has/is working on, exploring opportunities to enhance Berkeley's fair housing work, and a comment about commission work to advance source of income discrimination.	All comments accepted.
	City of Berkeley Community Calendar	General Public			
	Newspaper posting in Berkeley Voice on March 26, 2021	General Public	Several written comments received via email. Over 100 persons in attendance at the April 27, 2021 Berkeley City Council	**Emailed comments included**: one related to complaints of a rehabilitation project the City is not funding, repairs needed at an affordable housing development, support for	All comments were accepted and/or addressed and will remain recorded in this report should additional
	City of Berkeley Community Calendar	General Public			
	Electronic flyer email distribution on April 16, 2021	City of Berkeley Libraries			
	Electronic flyer email distribution on April 16, 2021	City of Berkeley Commissions			

April 27, 2021 **Virtual Public Hearing** **&** **public noticing**	Electronic flyer email distribution on April 16, 2021	EveryOne Home – Alameda County Homeless Continuum of Care	hosted virtual Public Hearing.	purchasing a hotel with support services, both the removal of and support of monitored encampments, encampment clean up both by the unhoused and increased garbage routes, create overnight parking lots with toilets, more investments in mental health, more supports for formerly incarcerated individuals, requests for funding to feed the homeless, creating a liaison between residents and Council to help enforce no smoking policies, and lastly that the report is too long and difficult to read. Three (3) members of the public spoke at the April 27, 2021 public hearing on the **PY21 Annual Action Plan** in front of the City Council. Comments from the public and Council discussion	HUD funds become available for public services and housing. None of the comments received resulted in changes to the Plan.
	Electronic flyer email distribution on April 16, 2021	Local Businesses			
	Electronic flyer email distribution on April 16, 2021	Local Affordable Housing Developers			
	Electronic flyer email distribution on April 16, 2021	Faith-based Organizations			
	Flyers mailed to BHA week of February 9, 2021	Public Housing Residents			
	Electronic flyers distributed to Recreation Centers on April 16, 2021	South & West Berkeley			
	Electronic flyers distributed to Affordable Housing Development on April 16, 2021	Residents of Affordable Housing			
	Electronic flyers distributed to over 50 non-profit agencies serving low-income people on April 16, 2021	Low-income Population, including seniors and persons with disabilities			
	Electronic flyers at two Berkeley Senior Centers on April 16, 2021	Seniors			
	April 22, 2021 notice of public hearing released through City's Public Information Office including email distribution list, news webpage, Nextdoor,	General public			

	and Twitter.			included: support for housing reparations and improving housing quality especially as it impacts health, support for Section 8, loan programs effective for keeping low-income seniors in homes, community impact from the Habitat for Humanity program in Berkeley, and future support for Hotel purchase in line with HomeKey.	

Attachment 3

Systemwide Performance Targets for Rapid Re-Housing Services

Rapid Re-Housing		**Target**
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	**observe**
	Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)	**observe**
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	**observe**
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	**observe**
How Well?	Data Quality: Data entry within 3 days (HUD Element, APR Q6e)	**100%**
	Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18)	**90%**
	Average length of time from enrollment to move in (HUD Element, Apr Q22c)	**60% within 2 months**
With What Impact?	Are participants growing their income? (HUD Element, APR Q19a3)	**50%**
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	**85%**
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	**85%**
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	**80%**
	Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)	**<5%**

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL

Request for Comments on its PY 2018, PY 2019, PY 2020, and PY 2021 Annual Action Plan Substantial Amendments

The Health, Housing & Community Services Department is proposing a Public Hearing addressing proposed **Substantial Amendments to the Annual Action Plans for Program Years (PY) 2018** (7/01/18-6/30/19) **2019** (7/01/19-6/30/20), **2020 (7/01/20 – 6/30/2021), and 2021 (7/01/2021-6/30/2022)** which includes recommended allocations of Community Development Block Grant Funding (CDBG).

The hearing will be held on **Tuesday, July 23, 2024, at 6:00 P.M**., in the Berkeley Unified School District Board Room, 1231 Addison Street, Berkeley, CA 94702.

The proposed **Substantial Amendments to the PY 2018, PY 2019, PY 2020, and PY 2021 Annual Action Plans** are required by the U.S. Department of Housing and Urban Development. The Annual Action Plan Amendments are to allow the City of Berkeley to re-allocate $478,500.00 in Community Development Block Grant (CDBG) funding from the Senior Disabled (Home) Rehabilitation Loan Program (SDRLP) to the Public Facility Improvement Program.

A copy of the agenda material for this hearing will be available on the City Council agenda webpage at https://berkeleyca.gov/your-government/city-council/city-council-agendas in advance of the meeting.

PUBLIC COMMENT PERIOD: The public also has from July 12, 2024 to August 11, 2024 to submit written comments on the **Substantial Amendments to the PY 2018, PY 2019, PY 2020, and PY 2021 Annual Action Plans**. **A draft of each of the Substantial Amendments is available for public review** at the reference desk of the Berkeley Public Library at 2090 Kittredge Street, and at the Front Desk of the Health, Housing and Community Services Department at 2180 Milvia Street, 2nd Floor between the hours of 9 a.m. and 5 p.m. The Plans are also available on the City's website at https://berkeleyca.gov/community-recreation/community-services/hud-planning-performance-reports**.**

All written comments must be either sent by email to both KLarrowe@berkeleyca.gov **AND** SFCPDMail@hud.gov, **or by letter, or other legible written form, to Health, Housing, and Community Services Department, 2180 Milvia Street, 2nd Floor, Berkeley, CA 94704 and received no later than August 11, 2024, at 5:00 p.m.**

For residents and groups that would like assistance in translating this report into another language, please contact HHCS at (510) 981-5400 or HHCS@berkeleyca.gov.

For general information, please contact Kat Larrowe at klarrowe@berkeleyca.gov or 981-7555. at HHCS 2180 Milvia Street, 2nd Floor, Berkeley, CA 94704.

This meeting is being held in a wheelchair accessible location.

Accommodations Provided Upon Request. Accommodations Provided Upon Request. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the ADA Program Coordinator at 981-6418 (V) or 981-6347 (TTY/TDD), by email: ada@berkeleyca.gov or by mail: Department of Public Works, Attn: ADA Program Coordinator 1947 Center Street, 4th Floor Berkeley, California 94704. Providing at least three business days' notice will help to ensure availability at the meeting.

El Departamento de Salud, Vivienda y Servicios Comunitarios propone una audiencia pública frente a la propuesta de Modificación Sustancial al Plan Anual de Acción para los Años de Servicios **PY2018** (07/01/17 – 06/30/18), **2019** (07/01/18 - 06/30/19), **2020** (07/01/20-06/30/21), y **2021** (07/01/21 - 06/30/22) los cuales incluyen las asignaciones recomendadas de la Beca del Bloque de Desarrollo Comunitario (Community Development Block Grant – CDBG).

La audiencia se llevará acabo el **martes, 23 de julio del 2024 a las 6:00 P.M**. en la sala de audiencias del Distrito Escolar de Berkeley ubicada en la Calle Addison 1231, Berkeley, CA 94702.

La propuesta de **Modificación Sustancial al Plan de Acción Anual PY2018, PY2019, PY2020 y PY2021** es un requisito del Departamento de Vivienda y Desarrollo Urbano de E.E. U.U. (HUD siglas en inglés). La Modificación Sustancial a los Planes es para permitir una reasignación de fondos en la cantidad de $478,500 al fondo del Bloque de Desarrollo Comunitario (CDBG), y reasignación de fondos del programa de préstamo para rehabilitación de vivienda para personas mayores y discapacitadas al fondo de mejoras de infraestructura de edificios públicos.

La copia del material que será tratado en esta audiencia estará disponible en la página electrónica de la Ciudad https://berkeleyca.gov/your-government/city-council/city-council-agendas.

PERIODO DE COMENTARIO PÚBLICO: A partir del 12 de julio del 2024 y hasta el 11 de agosto del 2024, el público podrá presentar comentarios por escrito sobre la Modificación Substancial a los Planes de Acción Anual de los años PY 2018, PY 2019, PY 2020 y PY 2021**.** Un borrador de cada **plan están disponibles al público** en los escritorios de referencia en la Biblioteca Pública de Berkeley localizada en Calle Kittredge 2090, y en el escritorio de recepción del Departamento de Salud, Vivienda y Servicios Comunitarios de la ciudad de Berkeley localizado en la Calle Milvia 2180, 2do Piso, entre las 9 am hasta las 5 pm. Los planes también están disponibles en la página electrónica https://berkeleyca.gov/community-recreation/community-services/hud-planning-performance-reports

Todos los comentarios escritos pueden ser enviados por correo electrónico a KLarrowe@berkeleyca.gov **con copia a** SFCPDMail@hud.gov o enviar sus comentarios por correo regular a Health, Housing, and Community Services Department, 2180 Milvia St., 2nd

Floor, Berkeley, CA 94704. Los comentarios deben ser recibidos en nuestras oficinas a mas tardar el 11 de agosto del 2024 a las 5:00 pm.

Si necesitan asistencia en traducir este informe a otro idioma, por favor llamar a nuestra oficina al 510.981.5400 o al correo electrónico HHCS@Berkeleyca.gov.

Para más información, por favor contactar a Kat Larrowe al 510.981.7555 o por correo electrónico KLarrowe@berkeleyca.gov.

Adaptaciones Especiales Realizadas Bajo Pedido. Para solicitar una adaptación relacionada con alguna discapacidad y poder participar en la audiencia, incluyendo servicios o instrumentos auxiliares de asistencia por favor llamar al Coordinador del Programa ADA al 981-6418 (Voz) ó 981-6347 (TDD), por correo electrónico ada@berkeleyca.gov o por correo regular mandando su pedido al Department of Public Works, Attn: ADA Program Coordinator, 1947 Center St., 4th Floor, Berkeley, CA 94704. Por favor hacer su pedido con por lo menos tres días laborables antes de la audiencia, así nos ayudará a proveer la asistencia requerida para la audiencia.

公開聽證會通知

柏克萊市議會

就 **2018**、**2019**、**2020** 及 **2021** 計劃年年度行動計劃實質性修正案徵求意見

衛生、住房和社區服務部建議舉行公開聽證會，對 **2018** (7/01/18-6/30/19) **2019** (7/01/19-6/30/20)、**2020 (7/01/20–6/30/2021)** 和 **2021 (7/01/2021-6/30/2022)** 計劃年**(PY)** 年度行動計劃的擬議實質性修正案進行討論，其中包括社區發展整筆撥款 (CDBG) 的分配建議。

聽證會將於 **2024** 年 **7** 月 **23** 日星期二下午 **6:00** 時在柏克萊聯合校區董事會會議室舉行，地址：1231 Addison Street, Berkeley, CA 94702。

美國住房和城市發展部規定對 **2018**、**2019**、**2020** 和 **2021** 計劃年年度行動計劃進行擬議的實質性修訂。年度行動計劃修正案允許柏克萊市將年長殘疾人（家庭）康復貸款計劃 (SDRLP) 中的 $478,500.00 社區發展整筆撥款 (CDBG) 資金重新分配給公共設施改善計劃。

本次聽證會的議程資料副本將在會議前在市議會議程網頁 https://berkeleyca.gov/your-government/city-council/city-council-agendas 上提供。

公眾意見期間：公眾也可以在 2024 年 7 月 12 日至 2024 年 8 月 11 日期間就 **2018**、**2019**、**2020**，和 **2021** 計劃年年度行動計劃的實質修正案提交書面意見。每項實質修正案的草案均可

於上午 9 時至下午 5 時期間、在位於 Kittredge 街 2090 號的柏克萊公共圖書館諮詢台，以及位於 Milvia 街 2180 號 2 樓的衛生、住房和社區服務部前台供公眾審閱。這些計劃也可在市府網站 https://berkeleyca.gov/community-recreation/community-services/hud-planning-performance-reports 獲得。

所有書面意見必須透過電子郵件發送至 **KLarrowe@berkeleyca.gov** 和 **SFCPDMail@hud.gov**，或透過信件，或其他清晰的書面形式發送至 **Health, Housing, and Community Services Department, 2180 Milvia Street, 2nd Floor, Berkeley**，並於 **2024** 年 **7** 月 **29** 日下午 **5** 時前收到。

對於需要協助將此報告翻譯成其他語言的居民和團體，請致電 (510) 981-5400 或發送電子郵件至 HHCS@berkeleyca.gov 聯絡 HHCS。

如需了解一般信息，請透過 klarrowe@berkeleyca.gov 或 981-7555 聯繫 Kat Larrowe。地址：HHCS 2180 Milvia Street, 2nd Floor, Berkeley, 94704。

本次會議在輪椅可通行的地點舉行。

根據要求提供方便安排。根據要求提供方便安排。如需要求為參加會議提供與殘障相關的便利，包括輔助設備或服務，請聯絡美國殘疾人法案（ADA）計劃協調員，電話：981-6418（語音）或 981-6347 (TTY/TDD)，電子郵件：ada@berkeleyca.gov 或郵寄：Department of Public Works，收件人：ADA Program Coordinator 1947 Center Street, 4th Floor Berkeley, California 94704。請至少提前三個工作日通知，這將有助於確保在會議時可為你提供所需的設備或服務。

通告

柏克萊市議會將舉行公聽會，討論聯邦經費分配，計劃建議書， 及市民參與計劃。

時間：二零一九年，七月二十三日，星期二， 下午六時
地點：柏克萊校區議事廳，1231 Addison Street, Berkeley, CA 94702

經費包括：社區發展經費(CDBG)， 緊急庇護經費(ESG)，及房屋建設經費(HOME)， 並討論計劃建議書（二零一九年六月二十八日至二零一九年七月二十九日）。

詳情請致電：（510）981 4928 鄭女士查詢

Published: June 28, 2024

Cecilia Lunaparra
Councilmember, District 7

ACTION CALENDAR
July 23, 2024

To: Honorable Members of the City Council

From: Councilmember Lunaparra

Subject: Adopt a Resolution Approving Peaceful and Lawful Use of the Dwight Triangle as Public Open Space

RECOMMENDATION

Adopt a Resolution Approving Peaceful and Lawful Use of the Dwight Triangle at the intersection of Dwight Way and Telegraph Avenue as Public Open Space Pursuant to BMC chapter 6.42.

CURRENT SITUATION AND ITS EFFECTS

Since the closure of People's Park in early January, Berkeley's District 7 has lost its last remaining park. While District 7 is Berkeley's densest City Council district, it is also the only one without a public park. Southside residents deserve public open space for rest, gathering, and recreating. The limited public space in the Southside neighborhood makes it difficult for those who do not have access to private space to rest or gather. In lieu of the space lost at People's Park, community organizations, and individuals have gathered in the small area at the intersection of Dwight Way and Telegraph Avenue to continue food distribution, harm reduction, and mutual aid programming for the community they have served for decades. This item seeks to ensure continued use of the Dwight Triangle for the well-being of our community.

Moreover, this item aligns with the intention of Measure L,[1] a voter-approved ballot measure that passed in 1986, codifying the importance of protecting and maintaining public open space. Measure L, as outlined in Chapter 6.42 of the BMC, states that all public open space, whether officially designated as parks or used de facto as open space, shall remain as public open space unless otherwise decided by the voters of Berkeley (unless a State of Emergency has been declared). Additionally, within

[1] berkeleyca.gov/sites/default/files/documents/08_Open%20Space%20and%20Recreation%20Element-FINAL.pdf

2180 Milvia Street, Berkeley, CA 94704 ● (510) 981-7170 ● clunaparra@berkeleyca.gov

Berkeley's Open Space and Recreational Element of the General Plan, adopted on April 3, 2002, the objectives are as follows and are consistent with the goals of this item:

- preserving, maintaining, and repairing the city's existing open space and recreational resources and facilities;
- expanding open space and recreational resources to meet the evolving open space and recreational needs of all segments of this community through land acquisitions and improvements;
- increasing funding for parkland, recreational facilities, and open space maintenance, improvement, and expansion. [2]

The Dwight Triangle has been closed off and more stringently policed over the past five years. Although it was briefly unenforced in January and February 2024, it was soon closed again with increased trespassing signage and policing.[3] Community members should not be penalized or harassed for using public space to rest, gather, and access crucial social services.

The Telegraph Public Realm Plan, adopted in May 2016, identified the Dwight Triangle as a priority site for creating a thriving public space. In 2019, former Councilmember Robinson submitted a referral to direct the City Manager to implement street improvements outlined in the Telegraph Public Realm Plan. During the November 2020 Annual Appropriations Ordinance (AAO) process, the City allocated $100,000 to begin rehabilitating the Triangle. In 2021, the City Council approved a budget request for placemaking enhancements in the Telegraph District, including converting the right-turn slip lane at the Dwight Triangle into a public plaza.[4] In October 2023, former Councilmember Robinson submitted a referral to the City Manager to open the Triangle for recreational use, along with a budget request that was deferred to a future budget cycle. The recommendation passed unanimously. The Dwight Triangle has long been a vital public space in the Southside neighborhood, embodying a rich history as a beloved community gathering place.

BACKGROUND

In 1968, community leaders with Ecology Action repurposed a vacant lot at the Southwest corner of Dwight Way and Telegraph Avenue into a community park to honor Chuck P. Herrick, a Vietnam veteran, Ecology Action organizer, and victim of fatal traffic

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[2] berkeleyca.gov/sites/default/files/documents/08_Open%20Space%20and%20Recreation%20Element-FINAL.pdf

[3] berkeleyside.org/2024/02/26/telegraph-mutual-aid-store-downsized-services-continue

[4] https://records.cityofberkeley.info/PublicAccess/api/Document/Ac%C3%89wgnXaUalrM7v4%C3%89XHd9aKQCKxDYtXeFcHjl68fHeLagaqPr9EL8AJUT3X3Gv8ppRM%C3%8129b14IWrLQ%C3%81bHIu6AsE%3D/

violence earlier that year.[5] Community members organized a “plant-in” on this lot, previously designated for incorporation into a “street-widening operation,” revitalizing public space that otherwise would have increased the potential for traffic violence to the neighborhood.[6]

For over 56 years, members of the community have used the park as a gathering space.” Along with People’s Park and several other locations in Berkeley, the Chuck P. Herrick Peace and Freedom Memorial Park helped fuel the movement to “let 1000 parks bloom” nationwide, which inspired communities around the country to organically create open green space that fostered collective action and mutual aid.[7] As People’s Park, the last public green space in Southside, has been walled off for the last 6 months, community members have used the Peace and Freedom Park to gather, memorialize and grieve the dead, create public art, grow an urban food forest, and to distribute basic needs and harm reduction supplies. These mutual aid practices have been basic tenets of the space since its inception in 1968.

Left: The First People’s Park, Dwight and Telegraph. Photo: Lewis C. Shaffer.
Right: Bulletin with flag design “C.P. Herrick Peace + Freedom PARK”, displaying a petition to “BUILD A PARK”. Photo: Ecology Action Project

FISCAL IMPACTS OF RECOMMENDATION

None.

ENVIRONMENTAL SUSTAINABILITY

Opening the existing Dwight Triangle will provide new open space in a transit-rich and pedestrian-friendly area, fostering a more walkable and sustainable environment for

[5] Dalzel, Tom, *The Battle for People’s Park, Berkeley 1969*, page 2
[6] Raynsford, Anthony, “Ecology as Architekturwissenschaft: Sim Van Der Ryn and the ‘Soft Science’ of Radical Design,” 2021, doi.org/10.14279/DEPOSITONCE-11388.
[7] berkeleyside.org/2018/02/21/berkeley-peoples-park-1968-peoples-park-1969

community activities. A walkable neighborhood gathering space reduces the need for residents to travel to access park space, reducing vehicle miles traveled, thus reducing emissions and air pollution.

CONTACT PERSON

Councilmember Cecilia Lunaparra, 510-981-7170
Sara Cerami, Chief of Staff

RESOLUTION NO. ##,###-N.S.

RESOLUTION APPROVING THE PEACEFUL AND LAWFUL USE OF THE DWIGHT TRIANGLE AS A PUBLIC OPEN SPACE

WHEREAS, the City of Berkeley prioritizes the maintenance and protection of public open spaces, as enshrined in chapter 6.42 in the Berkeley Municipal Code chapter; and

WHEREAS, District 7 is the only Council District in Berkeley without a public park and Southside residents deserve equitable access to public open space to rest, gather, and recreate; and

WHEREAS, the Dwight Triangle is also historically and colloquially known as the "Chuck P. Herrick Peace and Freedom Memorial Park," after a Vietnam War veteran, community organizer, and victim of fatal traffic violence[1]; and

WHEREAS, the recent closure of People's Park has further limited available public open spaces for community members; and

WHEREAS, the Dwight Triangle has become an area for mutual aid programming where residents are able to access critical services, formerly operating in People's Park[2]; and

WHEREAS, the Southside community, including multiple student and grassroots organizations, have expressed strong support for the reopening of the Dwight Triangle as a public open space[3]; and

WHEREAS, the utilization of the Dwight Triangle aligns with the City's commitment[4] to maintaining and protecting public green spaces; and

WHEREAS, preserving public open space is essential for fostering a sense of community and belonging among residents, encouraging intergenerational and diverse relationships and community building; and

WHEREAS, on October 10, 2023, the City Council unanimously approved former Councilmember Robinson's referral[5] to the City Manager to open the Triangle for

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[1] Dalzel, Tom, *The Battle for People's Park, Berkeley 1969*, page 2

[2] dailycal.org/news/city/communities/people-s-free-store-supports-community-without-people-s-park/article_29ae12a8-bfea-11ee-935d-1bc83c1f5011.html

[3] dailycal.org/archives/city-moves-forward-on-shared-streets-plan-dwight-triangle-renovations/article_56c5d2f7-d534-5b93-8c81-2c8ce3b710a6.html

[4] berkeleyca.gov/sites/default/files/documents/08_Open%20Space%20and%20Recreation%20Element-FINAL.pdf

[5] berkeleyca.gov/sites/default/files/documents/2023-10-10%20Urgent%20Item%20Opening%20the%20Dwight%20Triangle%20Robinson.pdf

recreational use as well as an accompanying budget referral that was deferred to later budget processes; and

WHEREAS, the enclosure of the Dwight Triangle has resulted in several instances where students and other residents utilizing the park as public space have been threatened with arrest and had personal items confiscated and destroyed by the City of Berkeley, including a memorial for recently deceased members of the Southside community.[6]

NOW BE IT RESOLVED, the City of Berkeley approves the opening and continued peaceful and lawful use of the Dwight Triangle, also known as the “Chuck P. Herrick Peace and Freedom Memorial Park” as a public open space.

[6] dailycal.org/news/city/city-government/city-clears-dwight-triangle-space/article_a9b480e2-d2c1-11ee-8524-e7a68b7b3e3e.html

19

Office of the City Manager

INFORMATION CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jordan Klein, Director, Planning and Development Department

Subject: LPO NOD: 8 Greenwood Common, #LMSAP2024-0001

INTRODUCTION

The attached Landmarks Preservation Commission Notice of Decision (NOD) is presented to the Mayor and City Council pursuant to Berkeley Municipal Code/Landmarks Preservation Ordinance (BMC/LPO) Section 3.24.240.A, which requires that "a copy of the Notice of Decision shall be filed with the City Clerk and the City Clerk shall present said copy to the City Council at its next regular meeting."

CURRENT SITUATION AND ITS EFFECTS

The Landmark Preservation Commission (LPC/Commission) has approved a Structural Alteration Permit (SAP) for the subject City Landmark property. This action is subject to a 15-day appeal period that began on July 9, 2024.

BACKGROUND

BMC/LPO Section 3.24.300 allows City Council to review any action of the Landmarks Preservation Commission in granting or denying a Structural Alteration Permit. For Council to review the decision on its merits, Council must appeal the Notice of Decision. To do so, a Council member must move this Information Item to Action and then move to set the matter for hearing on its own. Such action must be taken within 15 days of the mailing of the Notice of Decision, or by July 23, 2024. Such certification to Council shall stay all proceedings in the same manner as the filing of an appeal.

If the Council chooses to appeal the action of the Commission, then a public hearing will be set. The Council must then rule within 30 days of closing the hearing, otherwise the decision of the Commission is automatically deemed affirmed.

Unless the Council wishes to review the determination of the Commission and make its own decision, the attached NOD is deemed received and filed.

ENVIRONMENTAL SUSTAINABILITY & CLIMATE IMPACTS
Landmark designation provides opportunities for the adaptive re-use and rehabilitation of historic resources within the City. The rehabilitation of these resources, rather than their removal, achieves construction and demolition waste diversion, and promotes investment in existing urban centers.

POSSIBLE FUTURE ACTION
The Council may choose to appeal the decision, in which case it would conduct a public hearing at a future date.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION
There are no known fiscal impacts associated with this action.

CONTACT PERSON
Fatema Crane, Principal Planner, Planning and Development Department, 510-981-7413
Allison Riemer, AICP, Associate Planner, Planning and Development, 510-981-7433

Attachments:
1: Notice of Decision – 8 Greenwood Common, #LMSAP2024-0001

LANDMARKS PRESERVATION COMMISSION

Notice of Decision

DATE OF BOARD DECISION: June 6, 2024
DATE NOTICE MAILED: July 8, 2024
APPEAL PERIOD EXPIRATION: July 23, 2024
EFFECTIVE DATE OF PERMIT (Barring Appeal or Certification): July 24, 2024[1]

8 Greenwood Common

Structural Alteration Permit (#LMSAP2024-0001) to change a window to a door and convert a fixed window to an operable style on the main building; add skylights to the main building and carport; replace wood posts and beams within the carport with steel features; and complete landscape improvements, including installing new fencing and a deck, at a City Landmark property.

The Landmarks Preservation Commission of the City of Berkeley, after conducting a public hearing, **APPROVED** the following request:

- **Structural Alteration Permit**

APPLICANT: Kerstin Fischer
Fischer Architecture
2984 San Pablo Avenue
Berkeley, CA 94702

ZONING DISTRICT: Single Family Residential District, Hillside Overlay (R-1H)

1 Pursuant to BMC Chapter 3.24, the City Council may "certify" any decision of the LPC for review, which has the same effect as an appeal. In most cases, the Council must certify the LPC decision during the 14-day appeal period. However, pursuant to BMC Section 1.04.070, if any portion of the appeal period falls within a Council recess, the deadline for Council certification is suspended until the first Council meeting after the recess, plus the number of days of the appeal period that occurred during the recess, minus one day. If there is no appeal or certification, the Permit becomes effective the day after the certification deadline has passed.

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMSAP2024-0001
8 Greenwood Common
July 9, 2024
Page 2 of 4
ENVIRONMENTAL REVIEW STATUS: Categorically exempt under the California Environmental Quality Act Guidelines, Section 15331 of the CEQA Guidelines for Historical Resource Rehabilitation.
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The application materials for this project is available online at:
https://berkeleyca.gov/construction-development/land-use-development/zoning-projects or
https://permits.cityofberkeley.info/CitizenAccess/Default.aspx

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FINDINGS FOR FINAL ACTION AND APPROVED PLANS ARE ATTACHED TO THIS NOTICE

COMMISSION VOTE: 6-0-0-3

YES: ENCHILL, FINACOM, LINVILL, ORBUCH, SCHWARTZ, TWU

NO: NONE

ABSTAIN: NONE

ABSENT: CRANDALL, LEUSCHNER, MONTGOMERY

TO APPEAL THIS DECISION (see Section 3.24.300 of the Berkeley Municipal Code):
To appeal a decision of the Landmarks Preservation Commission to the City Council you must:

1. Submit a letter clearly and concisely setting forth the grounds for the appeal to the City Clerk, located at 2180 Milvia Street, 1st Floor, Berkeley. The City Clerk's telephone number is (510) 981-6900.
   a. Pursuant to BMC Section 3.24.300.A, an appeal may be taken to the City Council by the application of the owners of the property or their authorized agents, or by the application of at least fifty residents of the City aggrieved or affected by any determination of the commission made under the provisions of Chapter 3.24.
2. Submit the required fee (checks and money orders must be payable to 'City of Berkeley'):
   a. The basic fee for persons other than the applicant is $1,500. This fee may be reduced to $500 if the appeal is signed by persons who lease or own at least 50 percent of the parcels or dwelling units within 300 feet of the project site, or at least 25 such persons (not including dependent children), whichever is less. Signatures collected per the filing requirement in BMC Section 3.24.300.A may be counted towards qualifying for the reduced fee, so long as the signers are qualified. The

individual filing the appeal must clearly denote which signatures are to be counted towards qualifying for the reduced fee.

b. The fee for appeals of affordable housing projects (defined as projects which provide 50 percent or more affordable units for households earning 80% or less of Area Median Income) is $500, which may not be reduced.
c. The fee for all appeals by Applicants is $5,520.

3. The appeal must be received prior to 5:00 p.m. on the "APPEAL PERIOD EXPIRATION" date shown above (if the close of the appeal period falls on a weekend or holiday, then the appeal period expires the following business day).

If no appeal is received, the landmark permit will be final on the first business day following expiration of the appeal period.

NOTICE CONCERNING YOUR LEGAL RIGHTS:

If you object to this decision, the following requirements and restrictions apply:

1. If you challenge this decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Landmarks Preservation Commission at, or prior to, the public hearing.
2. You must appeal to the City Council within fifteen (15) days after the Notice of Decision of the action of the Landmarks Preservation Commission is mailed. It is your obligation to notify the Land Use Planning Division in writing of your desire to receive a Notice of Decision when it is completed.
3. Pursuant to Code of Civil Procedure Section 1094.6(b) and Government Code Section 65009(c)(1), no lawsuit challenging a City Council decision, as defined by Code of Civil Procedure Section 1094.6(e), regarding a use permit, variance or other permit may be filed more than ninety (90) days after the date the decision becomes final, as defined in Code of Civil Procedure Section 1094.6(b). Any lawsuit not filed within that ninety (90) day period will be barred.
4. Pursuant to Government Code Section 66020(d)(1), notice is hereby given to the applicant that the 90-day protest period for any fees, dedications, reservations, or other exactions included in any permit approval begins upon final action by the City, and that any challenge must be filed within this 90-day period.
5. If you believe that this decision or any condition attached to it denies you any reasonable economic use of the subject property, was not sufficiently related to a legitimate public purpose, was not sufficiently proportional to any impact of the project, or for any other reason constitutes a “taking” of property for public use without just compensation under the California or United States Constitutions, your appeal of this decision must include the following information:

   A. That this belief is a basis of your appeal.

   B. Why you believe that the decision or condition constitutes a "taking" of property as set

forth above.

C. All evidence and argument in support of your belief that the decision or condition constitutes a "taking" as set forth above.

If you do not do so, you will waive any legal right to claim that your property has been taken, both before the City Council and in court.

PUBLIC COMMENT:

Communications to Berkeley boards, commissions or committees are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information.

FURTHER INFORMATION:

Questions about the project should be directed to the project planner, Allison Riemer, at (510) 981-7433 or ariemer@berkeleyca.gov. All project application materials, including full-size plans, may be viewed at the Permit Service Center (Zoning counter), 1947 Center Street, 3rd Fl., during regular business hours.

ATTACHMENTS:

1. Findings for Approval
2. Project Plans, received **MAY 28, 2024**

ATTEST: _____
Fatema Crane, Secretary
Landmarks Preservation Commission

cc: City Clerk
Applicant: Kerstin Fischer, Fischer Architecture, 2984 San Pablo Avenue, Berkeley, CA 94702
Property Owner: Rory and Cindy Reid, 8 Greenwood Common, Berkeley, CA 94708

8 Greenwood Common

Structural Alteration Permit (#LMSAP2024-0001) to change a window to a door and convert a fixed window to an operable style on the main building; add skylights to the main building and carport; replace wood posts and beams within the carport with steel features; and complete landscape improvements, including installing new fencing and a deck, at a City Landmark property.

FINDINGS REQUIRED UNDER CEQA

1. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA, Public Resources Code §21000, et seq. and California Code of Regulations, §15000, et seq.) pursuant to Section 15331 of the CEQA Guidelines ("Historic Resource Restoration/Rehabilitation"). Furthermore, none of the exceptions in CEQA Guidelines Section 15300.2 apply, as follows: (a) the site is not located in an environmentally sensitive area, (b) there are no cumulative impacts, (c) there are no significant effects, (d) the project is not located near a scenic highway, and (e) the project site is not located on a hazardous waste site pursuant to Government Code Section 65962.5.

FINDINGS RELATED TO THE SECRETARY OF THE INTERIOR'S STANDARDS

Regarding the Secretary of the Interior's Standards (SOI) for Rehabilitation, the Landmarks Preservation Commission of the City of Berkeley makes the following findings:

1. The proposed project does not involve a change of use. The property will retain its historic single-family residential use.

2. The historic character of the property will be preserved and retained. No spaces or spatial relationships will be altered as part of this project. The project will introduce skylights that are modest in size at only 24 sq. ft. in total area, change one window opening to a door and make an existing fixed window operable. These changes will not alter the architectural character or building forms at this historic property.

3. No changes that are part of the project will create a false sense of history and no conjectural features or elements are proposed. The new doors will match the style and finishes of the existing doors, and will retain the pattern of existing openings. The new skylights and new carport posts and beams are contemporary in design.

4. This property does not feature changes that have acquired significance in their own right, and, therefore, it cannot affect such features.

5. The project will re-use the original overlap fencing, and the new door on the east building elevation will use the existing window opening. At the south building elevation, the new door will be placed in an existing window opening and will require minimal removal of existing siding material. The distinctive materials that characterize the property would be preserved.

6. If deteriorated historic features will be affected by this project, then they will be repaired or replaced to match the materials, design, and finishes of the original items.

7. The applicant does not propose chemical or physical treatments. However, standard conditions of Structural Alteration Permit approval will require any chemical or physical treatments to be undertaken using the gentlest means possible.

8. The project does not have the potential to affect any archaeological resources because the project does not require any excavation.

9. The project involves alterations to the historic house and the non-historic carport. The new skylights will be visible since the building is one-story, but they will not alter the historic character since they are small in size and differentiated from existing windows. The new door on the south elevation will require the removal of historic siding, but will not alter the historic character because it will match the existing doors on the east elevation. Since the door will match it will not cause the elevation to compete with other facades, which is in line with guidance from the National Parks Service. On the east elevation, the change from a window to a door will be subtle since the door will go in the existing opening. The changes to the windows are compatible with the historic scale and proportion, and align with the existing pattern of openings. The roof of the carport will remain, although it will be altered by the addition of a skylight, and the changes to the carport structure will not be readily visible from the Common. Since the roof of the carport is not historic, historic materials will not be destroyed, and the addition of the skylight will not destroy the spatial relationship between the house and carport. Overall, the proposed alterations will have a limited impact on historic materials, the new work will be differentiated from the old, and on some elevations the new work will match the existing in order to maintain existing relationships between openings. The historic integrity of the property will be protected.

10. If the proposed alterations are removed in the future, the essential form and integrity of the historic property and its environment will be unimpaired.

FINDINGS REQUIRED UNDER LANDMARKS PRESERVATION ORDINANCE

1. As required by Section 3.24.260 of the Landmarks Preservation Ordinance, the Commission finds that the proposed work is appropriate for and consistent with the purposes of the Ordinance, and will preserve the characteristics and features specified in the designation for this property. Specifically:

    A. The character-defining exterior features of this Second Bay Tradition residential property include its overall building massing, low-pitched roof, horizontal wood siding, use of natural materials, and understated detailing. Some siding will be removed at the south elevation, but it will be replaced with a door that matches the existing doors on the east elevation. Some of the roof will be removed to add skylights, but the massing and pitch will not change. Overall, the character-defining features will be retained under the proposed project.

    B. The special character and historic value of this City Landmark property lies in its relationship to the other properties in the Common, where they form a collective representation of Second Bay Tradition architectural and landscape design. The proposed alterations are not likely to be visible from the public right-of-way along Greenwood Terrace or from within the Common due to the size and location of the changes. The door change at the east elevation will be obscured by a fence, the door at the south elevation is away from the Common, and the carport changes will be largely obscured from the Common by the carport roof and wood fencing. Therefore, the proposed project will not adversely affect the special character and historical value of Greenwood Common.

STANDARD CONDITIONS

The following conditions, as well as all other applicable provisions of the Landmarks Preservation Ordinance, apply to this Permit:

1. Conditions Shall be Printed on Plans

The conditions of this Permit shall be printed on the *second* sheet of each plan set submitted for a building permit pursuant to this Permit, under the title 'Structural Alteration Permit Conditions'. *Additional sheets* may also be used if the *second* sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.

2. Plans and Representations Become Conditions

Except as specified herein, the site plan, floor plans, building elevations and/or any additional information or representations, whether oral or written, indicating the proposed structure or manner of operation submitted with an application or during the approval process are deemed conditions of approval.

3. Subject to All Applicable Laws and Regulations

The approved use and/or construction is subject to, and shall comply with, all applicable City Ordinances and laws and regulations of other governmental agencies. Prior to construction, the applicant shall identify and secure all applicable permits from the Zoning Adjustments Board or Zoning Officer, Building and Safety Division, Public Works Department and other affected City divisions and departments.

4. Exercise and Lapse of Permits

A. A permit for the construction of a building or structure is deemed exercised when a valid City building permit, if required, is issued, and construction has lawfully commenced.

B. A permit may be declared lapsed and of no further force and effect if it is not exercised within one year of its issuance, except that permits for construction or alteration of structures or buildings may not be declared lapsed if the permittee has: (1) applied for a building permit; or, (2) made substantial good faith efforts to obtain a building permit and begin construction, even if a building permit has not been issued and/or construction has not begun.

5. Indemnification Agreement

The permittee agrees as a condition of approval of this application to indemnify, protect, defend with counsel selected by the City, and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents, from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims")

arising out of or in any way relating to the approval of this application, any actions taken by the City related to this entitlement, or any environmental review conducted under the California Environmental Quality Act, Public Resources Code Section 210000 et seq., for this entitlement and related actions. The indemnification shall include any Claims that may be asserted by any person or entity, including the permittee, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents. The permittee's duty to defend the City shall not apply in those instances when the permittee has asserted the Claims, although the permittee shall still have a duty to indemnify, protect and hold harmless the City. (City Attorney).

6. Halt Work/Unanticipated Discovery of Tribal Cultural Resources

In the event that cultural resources of Native American origin are identified during construction, all work within 50 feet of the discovery shall be redirected. The project applicant and project construction contractor shall notify the City Planning Department within 24 hours. The City will again contact any tribes who have requested consultation under AB 52, as well as contact a qualified archaeologist, to evaluate the resources and situation and provide recommendations. If it is determined that the resource is a tribal cultural resource and thus significant under CEQA, a mitigation plan shall be prepared and implemented in accordance with State guidelines and in consultation with Native American groups. If the resource cannot be avoided, additional measures to avoid or reduce impacts to the resource and to address tribal concerns may be required.

7. Archaeological Resources (*Ongoing throughout demolition, grading, and/or construction*)

Pursuant to CEQA Guidelines Section 15064.5(f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. Therefore:

A. In the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant and/or lead agency shall consult with a qualified archaeologist, historian or paleontologist to assess the significance of the find.
B. If any find is determined to be significant, representatives of the project proponent and/or lead agency and the qualified professional would meet to determine the appropriate avoidance measures or other appropriate measure, with the ultimate determination to be made by the City of Berkeley. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and/or a report prepared by the qualified professional according to current professional standards.
C. In considering any suggested measure proposed by the qualified professional, the project applicant shall determine whether avoidance is necessary or feasible in light of factors such as the uniqueness of the find, project design, costs, and other considerations.

D. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation measures for cultural resources is carried out.
E. If significant materials are recovered, the qualified professional shall prepare a report on the findings for submittal to the Northwest Information Center.

8. Human Remains (*Ongoing throughout demolition, grading, and/or construction*)

In the event that human skeletal remains are uncovered at the project site during ground-disturbing activities, all work shall immediately halt and the Alameda County Coroner shall be contacted to evaluate the remains, and following the procedures and protocols pursuant to CEQA Guidelines Section 15064.5 (e)(1). If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to Health and Safety Code Section 7050.5(c), and all excavation and site preparation activities shall cease within a 50-foot radius of the find until appropriate arrangements are made. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance and avoidance measures (if applicable) shall be completed expeditiously.

9. Paleontological Resources (*Ongoing throughout demolition, grading, and/or construction*)

In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards [SVP 1995,1996]). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.

ADDITIONAL CONDITIONS

The following additional conditions are attached to this Permit:

10. CITY PERMITS. This Structural Alteration Permit (SAP) approval is contingent upon approval of the requisite Use Permit.

11. PLANS COMPLIANCE. Construction and building permit plans shall substantially conform to the Structural Alteration Permit (SAP) project plans received May 28, 2024.

12. REPAIR AND REPLACEMENT OF CHARACTER-DEFINING FEATURES. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature

shall match the old or historic feature in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

13. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

14. **COLORS.** Prior to Landmarks plan checker sign-off of the Building Permit set of drawings, the applicant shall submit color and materials information for review and approval by Landmarks staff, in coordination with the LPC Chair as needed.

15. **CLEAR GLASS.** All glass is assumed to be clear glass. Any proposed glass that is not clear glass, or includes signage, shall be indicated on all drawings, and shall be reviewed for approval by Landmarks staff.

16. **DETAILS.** Prior to Landmarks plan checker sign-off of the Building Permit set of drawings, the applicant shall submit window, door, base, and trim details for review and approval by the Landmarks plan checker.

17. **LIGHTING.** Prior to Landmarks plan checker sign-off of the building permit set of drawings, the applicant shall submit lighting details showing all existing and proposed site and building lighting. Exterior lighting, shall be downcast and not cause glare on the public right-of-way and adjacent parcels.

18. **LANDSCAPE PLANS.** Prior to Landmarks plan checker sign-off of the Building Permit set of drawings, the applicant shall submit a Landscape plan including the number, location, and species of all proposed plantings, and which existing plantings shall be removed. The applicant shall provide irrigation for all landscaped areas or provide drought tolerant plant palette. This shall be called out on Landscape building permit drawings.

19. **LANDSCAPE IRRIGATION.** The applicant shall provide irrigation for all landscaped areas. This shall be called out on Landscape building permit drawings. (Add alternative per R-district requirement)

20. **CURB CUTS.** All curbs and curb cuts shall be constructed per the standards and specifications of the Public Works Department. Curb cuts no longer utilized shall be restored per the Public Works Department specifications.

21. The applicant shall be responsible for identifying and securing all applicable permits from the Building and Safety Division and all other affected City divisions/departments prior to the start of work.

22. The applicant is responsible for complying with all the above conditions. Failure to comply with any condition could result in construction work being stopped, issuance of citations, as well as further review by the Landmarks staff, which may modify or impose additional conditions, or revoke approval.

23. All building permit drawings and subsequent construction shall substantially conform to the approved plans as outlined in Condition #1. Any modifications must be reviewed by the Landmarks plan checker to determine whether the modification requires approval.

24. The applicant shall hold harmless, defend, and indemnify the City of Berkeley and its officers, agents, and employees against any and all liability, damages, claims, demands, judgments or other losses (including without limitation, attorney's fees, expert witness and consultant fees and other litigation expenses), referendum or initiative relating to, resulting from or caused by, or alleged to have resulted from, or caused by, any action or approval associated with the project. The indemnity includes without limitation, any legal or administrative challenge, referendum or initiative filed or prosecuted to overturn, set aside, stay or otherwise rescind any or all approvals granted in connection with the Project, any environmental determination made for the project and granting any permit issued in accordance with the project. This indemnity includes, without limitation, payment of all direct and indirect costs associated with any action specified herein. Direct and indirect costs shall include, without limitation, any attorney's fees, expert witness and consultant fees, court costs, and other litigation fees. City shall have the right to select counsel to represent the City at Applicant's expense in the defense of any action specified in this condition of approval. City shall take reasonable steps to promptly notify the Applicant of any claim, demand, or legal actions that may create a claim for indemnification under these conditions of approval.

8 GREENWOOD COMMON

BERKELEY, CA 94708

APRIL 17, 2024

STRUCTURAL ALTERATIONS-PLAN CHECK 1 RESPONSE

FISCHER
ARCHITECTURE

tel 510.204.9250 | fischerarchitecture.com
2984 San Pablo Ave, Berkeley, CA 94702

GENERAL NOTES

1. **EXAMINATION OF THE SITE** AND PORTIONS THEREOF WHICH WILL AFFECT THIS WORK SHALL BE MADE IMMEDIATELY BY THE CONTRACTOR, WHO SHALL COMPARE IT WITH THE DRAWINGS AND SATISFY HIMSELF TO CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. HE SHALL AT SUCH TIME ASCERTAIN AND CHECK LOCATIONS OF THE EXISTING STRUCTURES AND EQUIPMENT WHICH MAY AFFECT HIS WORK. NO ALLOWANCE SHALL BE MADE FOR ANY EXTRA EXPENSE TO WHICH HE MAY BE DUE BECAUSE OF FAILURE OR NEGLECT ON HIS PART TO MAKE SUCH EXAMINATIONS. ANY CONFLICTS OR OMISSIONS, ETC., SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK.

2. **ANY ERRORS, OMISSIONS, OR CONFLICTS** FOUND IN THE VARIOUS PARTS OF THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE OWNER BEFORE PROCEEDING WITH THE WORK.

3. WHERE REFERENCED IN NOTES, **ARCHITECT SHALL BE FISCHER ARCHITECTURE, OWNER SHALL BE CINDY AND RORY REID.**

4. **CONTRACTOR SHALL PROVIDE ARCHITECT AND OWNER** WITH A COMPLETE COST BREAKDOWN AND SCHEDULE OF CONSTRUCTION FOR THIS PROJECT PRIOR TO COMMENCEMENT OF WORK.

5. **CONTRACTOR SHALL PROTECT** NEW MATERIALS AND FINISHES FROM DAMAGE WHICH MAY OCCUR FROM CONSTRUCTION, DEMOLITION, DUST, WATER. ETC., AND SHALL PROVIDE AND MAINTAIN TEMPORARY BARRICADES, CLOSURE WALLS. ETC., AS REQUIRED TO PROTECT THE PUBLIC AS REQUIRED DURING THE PERIOD OF CONSTRUCTION. DAMAGE TO NEW MATERIALS, FINISHES, STRUCTURES, AND EQUIPMENT SHALL BE REPAIRED OR REPLACED. CONTRACTOR SHALL COORDINATE TEMPORARY BARRICADES WITH ARCHITECT AND / OR OWNER PRIOR TO COMMENCEMENT OF WORK.

6. **ALL CONSTRUCTION WORK**, IS TO COMPLY WITH THE 2016 CALIFORNIA BUILDING, RESIDENTIAL, MECHANICAL, ELECTRICAL, PLUMBING, ENERGY, HISTORICAL, EXISTING AND GREEN BUILDING STANDARDS CODE AS AMENDED BY THE CITY OF BERKELEY, AND AS APPLICABLE. [CAC 1-201(a)] ALL WORK SHALL BE DONE IN A THOROUGH, WORKMANLIKE MANNER AND EQUAL TO THE BEST STANDARDS OF THE PRACTICE.

7. **ALL WORK LISTED**, SHOWN OR IMPLIED ON ANY CONSTRUCTION DOCUMENT SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR EXCEPT WHERE NOTED. THE CONTRACTOR SHALL CLOSELY COORDINATE HIS WORK WITH THAT OF OTHER CONTRACTORS OR VENDORS TO ASSURE THAT ALL SCHEDULES ARE MET AND THAT ALL WORK IS DONE IN CONFORMANCE TO MANUFACTURERS REQUIREMENTS. WORK REQUIRED UNDER THIS CONTRACT SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, ETC., NECESSARY TO COMPLETE THIS PROJECT. ALL MATERIALS SHALL BE NEW AND UNUSED, UNLESS SPECIFICALLY NOTED, AND BE OF A QUALITY ACCEPTABLE BY INDUSTRY STANDARDS.

8. **THE USE OF THE WORD "PROVIDE"** IN CONNECTION WITH ANY ITEM SPECIFIED IS INTENDED TO MEAN THAT SUCH ITEM SHALL BE FURNISHED, INSTALLED, AND CONNECTED WHERE SO REQUIRED, EXCEPT AS NOTED.

9. **THE CONTRACTOR** SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES AND SHALL PROVIDE ALL SUBCONTRACTORS WITH CURRENT CONSTRUCTION DOCUMENTS AS REQUIRED. THE CONTRACTOR, IN ASSUMING RESPONSIBILITY FOR THE WORK INDICATED, SHALL COMPLY WITH THE LETTER IN WHICH THEY WERE DRAWN.

10. **THE CONTRACTOR** SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS OF ALL SUBCONTRACTORS AND TRADES ON A REGULAR BASIS, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS OR DUST FROM AFFECTING IN ANY WAY, FINISHED AREAS IN OR OUTSIDE THE JOB SITE.

11. **THE CONSTRUCTION DOCUMENTS ARE PROVIDED TO ILLUSTRATE THE DESIGN INTENT AND GENERAL TYPE OF CONSTRUCTION DESIRED.**

12. **DETAILS SHOWN ARE TYPICAL U.O.N.** SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS.

13. **ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK** AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE STATE FIRE MARSHALL, THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY, AND ANY APPLICABLE STATE OR LOCAL LAWS AND ORDINANCE. NOTHING ON THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. ANY QUESTIONS REGARDING INSTALLATIONS SHALL BE BROUGHT TO THE ARCHITECT FOR CLARIFICATION.

14. INSTALL BATT INSULATION BETWEEN STUDS AND JOISTS AT ALL EXTERIOR WALLS, CEILINGS, AND FLOORS WHERE EXPOSED.

15. **ALL DIMENSIONS** ON CONSTRUCTION DRAWINGS ARE TO FACE OF FINISH UNLESS NOTED AS BEING TO FACE OF FRAMING. DIMENSIONS ARE TO BOTTOM OF FINISHED CEILING OR TOP OF FINISHED FLOOR IN INTERIOR ELEVATIONS UNLESS OTHERWISE NOTED.

16. **ALL DIMENSIONS** TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ARCHITECT. CONTRACTOR SHALL NOT SCALE DRAWINGS. QUESTIONS REGARDING DIMENSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO ANY START OF WORK.

17. **WINDOW AND DOOR SIZES** ARE NOMINAL DIMENSIONS. REFER TO MANUFACTURER FOR ACTUAL ROUGH OPENING SIZES.

18. NOT USED.

19. NOT USED.

20. **SEALANT, CAULKING, AND FLASHING, ETC.**, LOCATIONS SHOWN ON DRAWINGS ARE NOT INTENDED TO BE INCLUSIVE. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS AND STANDARD INDUSTRY AND BUILDING PRACTICES.

21. **PROVIDE SOLID WOOD BACKING** FOR ALL SURFACE MOUNTED ACCESSORIES.

22. **ALL WORK SHALL BE GUARANTEED** AGAINST DEFECTS IN DESIGN, INSTALLATION AND MATERIAL FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF COMPLETION.

23. **ALL MATERIALS** FOR USE ON THE PROJECT SHALL BE STORED WITHIN THE PROJECT SITE.

24. **CONTRACTOR SHALL** PERSONALLY SUPERVISE AND DIRECT THE WORK OR SHALL KEEP A COMPETENT EMPLOYEE, AUTHORIZED TO RECEIVE INSTRUCTIONS AND ACT ON THE CONTRACTOR'S BEHALF, CONTINUOUSLY ON SITE DURING WORKING HOURS.

25. **ALL QUESTIONS** REGARDING PROJECT EITHER DURING BIDDING PHASE OR DURING CONSTRUCTION SHALL BE DIRECTED TO THE ARCHITECT IN WRITING BY EMAIL or FAX: andrew@fischerarchitecture.com

26. **DEMOLITION:** THE CONTRACTOR SHALL ENTIRELY DEMOLISH AND REMOVE FROM SITE ANY STRUCTURE OR PORTION THEREOF, OR SITE FEATURE INDICATED TO BE REMOVED.

27. **SALVAGE & RECYCLING:** ALL ITEMS DEEMED SALVAGEABLE OR RECYCLABLE BY THE OWNER WILL EITHER HAVE BEEN INDICATED ON THE DRAWINGS, REMOVED PRIOR TO THE START OF DEMOLITION, OR WILL BE DIRECTED BY THE OWNER TO BE STORED BY THE CONTRACTOR AND SHALL REMAIN THE PROPERTY OF THE OWNER. ITEMS TO BE RELOCATED WILL HAVE BEEN INDICATED ON THE DRAWINGS. REFER TO CITY RECYCLING AND SALVAGING REQUIREMENTS ON FOLLOWING PAGES.

28. **DESIGN BUILD:** ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK SHALL BE DESIGN BUILD BASED ON THE INFORMATION PROVIDED IN THE CONSTRUCTION DOCUMENTS.

29. Contractor shall submit a list of paints, primers, sealants, caulking, and adhesives installed within the interior of the building. List to include material type (per CALGreen tables 4.504.1 and 4.504.3) manufacturer name, model name/number, VOC amount, and CALGreen VOC not to exceed limit per product. "

30. **PROJECT CLOSEOUT:**

A. **CONTRACTOR SHALL** REVIEW PROJECT WITH ARCHITECT AND/OR OWNER TO ENSURE THAT ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS HAVE BEEN FOLLOWED.

B. **CONTRACTOR SHALL** OBTAIN ALL REQUIRED CERTIFICATES AND NOTICES.

C. **ALL WORK** PERFORMED SHALL BE CLEAN AND READY FOR USE.

D. **UPON SUBSTANTIAL COMPLETION,** THE ARCHITECT SHALL, AT THE CONTRACTOR'S WRITTEN REQUEST, COMPILE A PROJECT PUNCH LIST NOTING ANY CORRECTIONS OR OMISSIONS. ARCHITECT'S ACCEPTANCE WILL BE CAUSE FOR FINAL PAYMENT, UNLESS SPECIFICALLY DETERMINED OTHERWISE BY OWNER.

PROJECT DESCRIPTION

Remodel of an existing single family residence. Scope includes interior renovations to create a third bedroom within the existing footprint, new kitchen, bathroom renovations, cosmetic upgrades. Exterior modifications include removing an existing double casement window and replacing it with a custom French door, removal of an exisiting fixed window and replacing it with a custom French door, and addition of one skylight.

Carport renovations include removing existing wooden post and beam structure, replacing with steel, new concrete slab, and addition of one skylight.

Landscape and hardscape modifications include rebuilt fencing, a new gate along the Common, a new deck outside of the studio, a new concrete terrace and walkway on the east side of the house, and new plantings.

PROJECT INFORMATION

Project Address:	8 Greenwood Common Berkeley, CA 94708
APN:	058 224400211
Zoning District:	R-1H
Construction Type:	V-B
Occupancy Type:	R-3
Parking Spaces:	1 covered
Number of Stories:	1 (residence); 1 (studio)
<u>House:</u>	
Front Yard Setback:	20' required; 21'-0" existing
Side Yard Setback:	4' required; 4'-5" existing (north)/ 11'-1" existing (south)
Rear Yard Setback:	20' required; 8'-5" existing
Building Height:	13'-4" (35' max allowed)

<u>Studio/Carport:</u>	
Front Yard Setback:	6'-1" existing
Side Yard Setback:	0" existing (north)
Building Height:	8'-9" existing (12' max allowed)
<u>Property:</u>	
Lot Area:	4800 sf
Gross Floor Area-existing:	1565 sf (residence); 251 sf (studio) = 1816 gsf total
Gross Floor Area-proposed:	1565 sf (residence); 251 sf (studio) = 1816 gsf total [no change]
Applicable Codes:	2022 CBC, CRC, CEC, CPC, CMC, CFC
Fire Zone/WUI:	2/Yes
Sprinkler System:	No
Fire Alarm System:	No

ADJACENT NEIGHBOR OUTREACH

Name	Address	Renter/ Owner	Date	Have no objections	Comments
	1 Greenwood Common				
	2 Greenwood Common				
	3 Greenwood Common				
	4 Greenwood Common				
	7 Greenwood Common				
	9 Greenwood Common				
	10 Greenwood Common				
	1459 Greenwood Terrace				
	1471Greenwood Terrace				
	1476Greenwood Terrace				

VICINITY MAP

SYMBOLS/ ABBREVIATIONS

Exterior Elevation / Section Cut

Detail Key

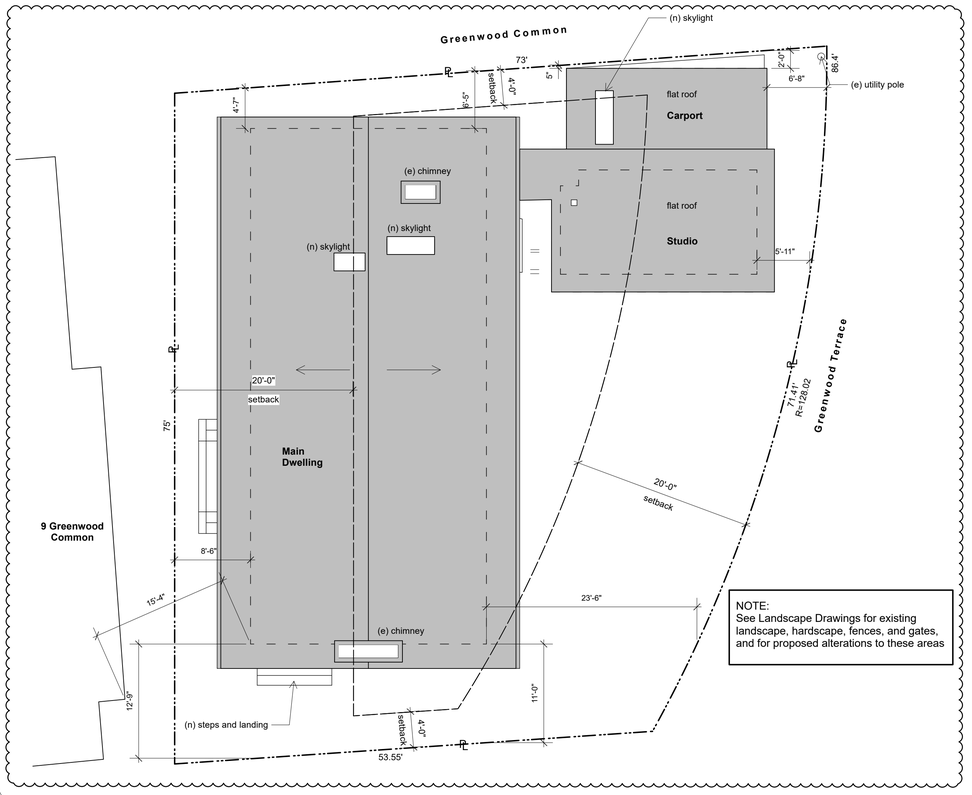
Room Name / Number

Door Number

Window Number

Elevation Marker

adj	adjustable
af.f.	above finished floor
blkg	blocking
CL	center line
clng	ceiling
clr	clear
dim	dimension
DN	down
dtl	detail
dwg	drawing(s)
ea	each
el	elevation (height)
elect	electrical
elevs	elevation (drawings)
eq	equal
(e)	existing
ext	exterior
f.b.o.	furnished by owner
f.f.	finished floor
fluor	fluroescent
ga	gauge
galv	galvanized
gyp. bd.	gypsum board
hr	hour
ht	height
max	maximum
mech	mechanical
manuf	manufacturer
min	minimum
mtl	metal
min	minimum
mtl	metal
NIC	not in contract
NTS	not to scale
(n)	new
o.c.	on center
opp	opposite
o/	over
PL	property line
ply	plywood
ptd	painted
r	radius
req'd	required
r.o.	rough opening
s.s.d.	see structural drawings
s.c.d.	see civil drawings
s.l.d.	see lanscape drawings
sim	similar
st. stl.	stainless steel
st.	steel
std	standard
(t)	tempered glass
t.b.d.	to be determined
thru	through
t.o.	top of
typ.	typical
ver	verify
v.i.f.	verify in field
w.o.	where occurs
u.o.n.	unless otherwise noted
UP	up



ROOF / SITE PLAN

SCALE: 1/8" = 1'-0"

PROJECT TEAM

<u>OWNER</u>
Cindy and Rory Reid
8 Greenwood Common
Berkeley, CA 94708

<u>ARCHITECT</u>
Fischer Architecture
2984 San Pablo Avenue
Berkeley, CA 94702
tel. 510.204.9250
Kerstin Fischer, Principal
Andrew Fischer, Principal

<u>LANDSCAPE ARCHITECT</u>
David John Bigham, ASLA
1542 La Loma Ave
Berkeley, CA 94708

<u>STRUCTURAL ENGINEER</u>
Berkeley Structural Design
1411 Glendale Avenue
Berkeley, CA 94708
tel. 510.981.1053
Bill Lynch, Principal

<u>GENERAL CONTRACTOR</u>
TBD

SHEET INDEX

<u>Architectural Drawings</u>

A0.0 Cover
A0.1 Roof/Site Plan and Project Info
L2 Proposed Alterations
A1.0 Existing/Demo Floor Plan
A1.1 Existing/Demo Elevations
A2.0 Proposed Floor Plan
A3.0 Proposed Elevations

<u>Landscape Drawings</u>

L1 Existing Conditions
L3 Proposed Demolitions
L4 Planting Plan
L5 Irrigation & Lighting
L6 Construction Details Legend
L7 Fencing Details
L8 Wire Mesh Fence, Shed, Paving Details
L9 Studio Deck & Common Bench
L10 Planting Details & Notes

FISCHER ARCHITECTURE

tel 510.204.9250 | fischerarchitecture.com
2984 San Pablo Ave, Berkeley, CA 94702

REID RESIDENCE
8 GREENWOOD COMMON
BERKELEY, CA 94708
APN: 058 224400211

REV.	DATE	ISSUE	DRWN.
	9.30.2023	SA - Initial Submittal	KF/AJ
1	4.17.2024	SA - Plan Check Response 1	KF/AJ

DESCRIPTION
ROOF/SITE PLAN AND PROJECT INFO

SHEET
A0.1

GENERAL NOTES

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13. **ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK** AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE STATE FIRE MARSHALL, THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY, AND ANY APPLICABLE STATE OR LOCAL LAWS AND ORDINANCE. NOTHING ON THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. ANY QUESTIONS REGARDING INSTALLATIONS SHALL BE BROUGHT TO THE ARCHITECT FOR CLARIFICATION.

14. INSTALL BATT INSULATION BETWEEN STUDS AND JOISTS AT ALL EXTERIOR WALLS, CEILINGS, AND FLOORS WHERE EXPOSED.

15. **ALL DIMENSIONS** ON CONSTRUCTION DRAWINGS ARE TO FACE OF FINISH UNLESS NOTED AS BEING TO FACE OF FRAMING. DIMENSIONS ARE TO BOTTOM OF FINISHED CEILING OR TOP OF FINISHED FLOOR IN INTERIOR ELEVATIONS UNLESS OTHERWISE NOTED.

16. **ALL DIMENSIONS** TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ARCHITECT. CONTRACTOR SHALL NOT SCALE DRAWINGS. QUESTIONS REGARDING DIMENSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO ANY START OF WORK.

17. **WINDOW AND DOOR SIZES** ARE NOMINAL DIMENSIONS. REFER TO MANUFACTURER FOR ACTUAL ROUGH OPENING SIZES.

18. NOT USED.

19. NOT USED.

20. **SEALANT, CAULKING, AND FLASHING, ETC.,** LOCATIONS SHOWN ON DRAWINGS ARE NOT INTENDED TO BE INCLUSIVE. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS AND STANDARD INDUSTRY AND BUILDING PRACTICES.

21. **PROVIDE SOLID WOOD BACKING** FOR ALL SURFACE MOUNTED ACCESSORIES.

22. **ALL WORK SHALL BE GUARANTEED** AGAINST DEFECTS IN DESIGN, INSTALLATION AND MATERIAL FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF COMPLETION.

23. **ALL MATERIALS** FOR USE ON THE PROJECT SHALL BE STORED WITHIN THE PROJECT SITE.

24. **CONTRACTOR SHALL** PERSONALLY SUPERVISE AND DIRECT THE WORK OR SHALL KEEP A COMPETENT EMPLOYEE, AUTHORIZED TO RECEIVE INSTRUCTIONS AND ACT ON THE CONTRACTOR'S BEHALF, CONTINUOUSLY ON SITE DURING WORKING HOURS.

25. **ALL QUESTIONS** REGARDING PROJECT EITHER DURING BIDDING PHASE OR DURING CONSTRUCTION SHALL BE DIRECTED TO THE ARCHITECT IN WRITING BY EMAIL or FAX. andrew@fischerarchitecture.com

26. **DEMOLITION:** THE CONTRACTOR SHALL ENTIRELY DEMOLISH AND REMOVE FROM SITE ANY STRUCTURE OR PORTION THEREOF, OR SITE FEATURE INDICATED TO BE REMOVED.

27. **SALVAGE & RECYCLING:** ALL ITEMS DEEMED SALVAGEABLE OR RECYCLABLE BY THE OWNER WILL EITHER HAVE BEEN INDICATED ON THE DRAWINGS, REMOVED PRIOR TO THE START OF DEMOLITION, OR WILL BE DIRECTED BY THE OWNER TO BE STORED BY THE CONTRACTOR AND SHALL REMAIN THE PROPERTY OF THE OWNER. ITEMS TO BE RELOCATED WILL HAVE BEEN INDICATED ON THE DRAWINGS. REFER TO CITY RECYCLING AND SALVAGING REQUIREMENTS ON FOLLOWING PAGES.

28. **DESIGN BUILD:** ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK SHALL BE DESIGN BUILD BASED ON THE INFORMATION PROVIDED IN THE CONSTRUCTION DOCUMENTS.

29. Contractor shall submit a list of paints, primers, sealants, caulking, and adhesives installed within the interior of the building. List to include material type (per CALGreen tables 4.504.1 and 4.504.3) manufacturer name, model name/number, VOC amount, and CALGreen VOC not to exceed limit per product."

30. **PROJECT CLOSEOUT:**

A. **CONTRACTOR SHALL** REVIEW PROJECT WITH ARCHITECT AND/OR OWNER TO ENSURE THAT ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS HAVE BEEN FOLLOWED.

B. **CONTRACTOR SHALL** OBTAIN ALL REQUIRED CERTIFICATES AND NOTICES.

C. **ALL WORK** PERFORMED SHALL BE CLEAN AND READY FOR USE.

D. **UPON SUBSTANTIAL COMPLETION,** THE ARCHITECT SHALL, AT THE CONTRACTOR'S WRITTEN REQUEST, COMPILE A PROJECT PUNCH LIST NOTING ANY CORRECTIONS OR OMISSIONS. ARCHITECT'S ACCEPTANCE WILL BE CAUSE FOR FINAL PAYMENT, UNLESS SPECIFICALLY DETERMINED OTHERWISE BY OWNER.

PROJECT DESCRIPTION

Remodel of an existing single family residence. Scope includes interior renovations to create a third bedroom within the existing footprint, new kitchen, bathroom renovations, cosmetic upgrades. Exterior modifications include removing an existing double casement window and replacing it with a custom French door, removal of an exisiting fixed window and replacing it with a custom French door, and addition of one skylight.

Carport renovations include removing existing wooden post and beam structure, replacing with steel, new concrete slab, and addition of one skylight.

Landscape and hardscape modifications include rebuilt fencing, a new gate along the Common, a new deck outside of the studio, a new concrete terrace and walkway on the east side of the house, and new plantings.

PROJECT INFORMATION

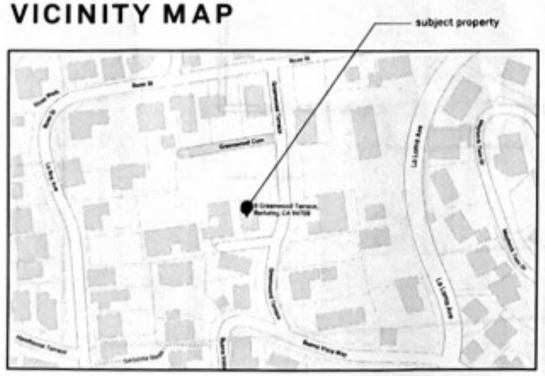
Project Address:	8 Greenwood Common Berkeley, CA 94708
APN:	058 224400211
Zoning District:	R-1H
Construction Type:	V-B
Occupancy Type:	R-3
Parking Spaces:	1 covered
Number of Stories:	1 (residence); 1 (studio)
House:	
Front Yard Setback:	20' required; 21'-0" existing
Side Yard Setback:	4' required; 4'-5" existing (north)/ 11'-1" existing (south)
Rear Yard Setback:	20' required; 8'-5" existing
Building Height:	13'-4" (35' max allowed)

Studio/Carport:	
Front Yard Setback:	6'-1" existing
Side Yard Setback:	0" existing (north)
Building Height:	8'-9" existing (12' max allowed)
Property:	
Lot Area:	4800 sf
Gross Floor Area-existing:	1565 sf (residence); 251 sf (studio) = 1816 gsf total
Gross Floor Area-proposed:	1565 sf (residence); 251 sf (studio) = 1816 gsf total [no change]
Applicable Codes:	2022 CBC, CRC, CEC, CPC, CMC, CFC
Fire Zone/WUI:	2/Yes
Sprinkler System:	No
Fire Alarm System:	No

ADJACENT NEIGHBOR OUTREACH

Name	Address	Renter/ Owner	Date	Have no objections	Comments
Ted Loth	1 Greenwood Common	Owner	1/2/23	✓	
James Rassen Nancy Wiker Rassen	2 Greenwood Common	Owner	4/16/24	✓	
Katinka Wyle	3 Greenwood Common	Owner	4/17/24	✓	Katinka Wyle
[illegible] Wexler	4 Greenwood Common	Owner	12/4/23		Objects to gate inlet
Edie Hofweber	7 Greenwood Common	Owner	1/4/24	✓	Edie Hofweber No objections!
Sage von Engelbrechten on behalf of Hanna & Hendo	9 Greenwood Common	Owner	11/12/24	✓	.
Dan & Kat Frank	10 Greenwood Common	Owner	12/27/23	✓	
Tina & Dennis Eisenwein	1459 Greenwood Terrace	Owner	4/29/24	✓	Tina Eisenwein
Beverly Cheney/Adam Gra[illegible]	1471 Greenwood Terrace	Owner			Beverly A. Cheney
Sarah Hobson/Matt Wa[illegible]	1476 Greenwood Terrace	Owner			Sarah Hobson

VICINITY MAP



SYMBOLS/ ABBREVIATIONS

Exterior Elevation / Section Cut

Detail Key

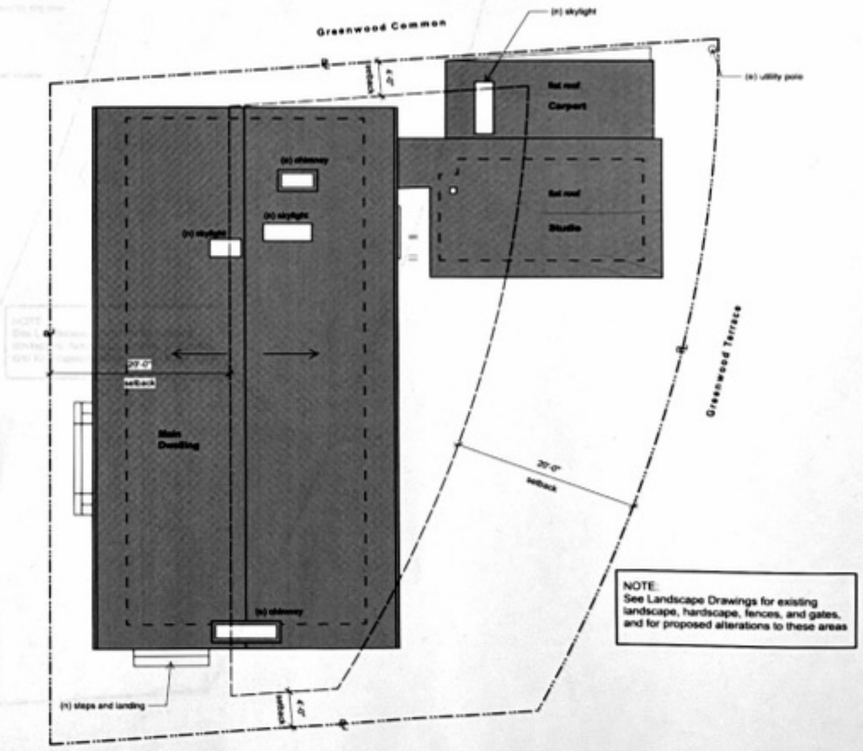
Room Name / Number (Room 000)

Door Number (000)

Window Number (000)

Elevation Marker

adj	adjustable
aff.	above finished floor
blkg	blocking
CL	center line
clng	ceiling
clr	clear
dim	dimension
DN	down
dtl	detail
dwg	drawing(s)
ea	each
el	elevation (height)
elect	electrical
elevs	elevation (drawings)
eq	equal
(e)	existing
ext	exterior
f.b.o.	furnished by owner
f.f.	finished floor
fluor	fluroescent
ga	gauge
galv	galvanized
gyp. bd.	gypsum board
hr	hour
ht	height
max	maximum
mech	mechanical
manuf	manufacturer
min	minimum
mtl	metal
min	minimum
mtl	metal
NIC	not in contract
NTS	not to scale
(n)	new
o.c.	on center
opp	opposite
o/	over
PL	property line
ply	plywood
ptd	painted
r	radius
req'd	required
r.o.	rough opening
s.s.d.	see structural drawings
s.c.d.	see civil drawings
s.l.d.	see lanscape drawings
sim	similar
st. stl.	stainless steel
st.	steel
std	standard
(t)	tempered glass
t.b.d.	to be determined
thru	through
t.o.	top of
typ.	typical
ver	verify
v.i.f.	verify in field
w.o.	where occurs
u.o.n.	unless otherwise noted
UP	up



ROOF / SITE PLAN

SCALE: 1/8" = 1'-0"

PROJECT TEAM

OWNER
Cindy and Rory Reid
8 Greenwood Common
Berkeley, CA 94708

ARCHITECT
Fischer Architecture
2984 San Pablo Avenue
Berkeley, CA 94702
tel. 510.204.9250
Kerstin Fischer, Principal
Andrew Fischer, Principal

LANDSCAPE ARCHITECT
David John Bigham, ASLA
1542 La Loma Ave
Berkeley, CA 94708

STRUCTURAL ENGINEER
Berkeley Structural Design
1411 Glendale Avenue
Berkeley, CA 94708
tel. 510.981.1053
Bill Lynch, Principal

GENERAL CONTRACTOR
TBD

SHEET INDEX

Architectural Drawings

A0.0 Cover
A0.1 Roof/Site Plan and Project Info
A1.0 Existing/Demo Floor Plan
A1.1 Existing/Demo Elevations
A2.0 Proposed Floor Plan
A3.0 Proposed Elevations

Landscape Drawings

L1 Existing Conditions
L2 Proposed Alterations
L3 Proposed Demolitions
L4 Planting Plan
L5 Irrigation & Lighting
L6 Construction Details Legend
L7 Fencing Details
L8 Wire Mesh Fence, Shed, Paving Det
L9 Studio Deck & Common Bench
L10 Planting Details & Notes

FISCHER ARCHITECTURE

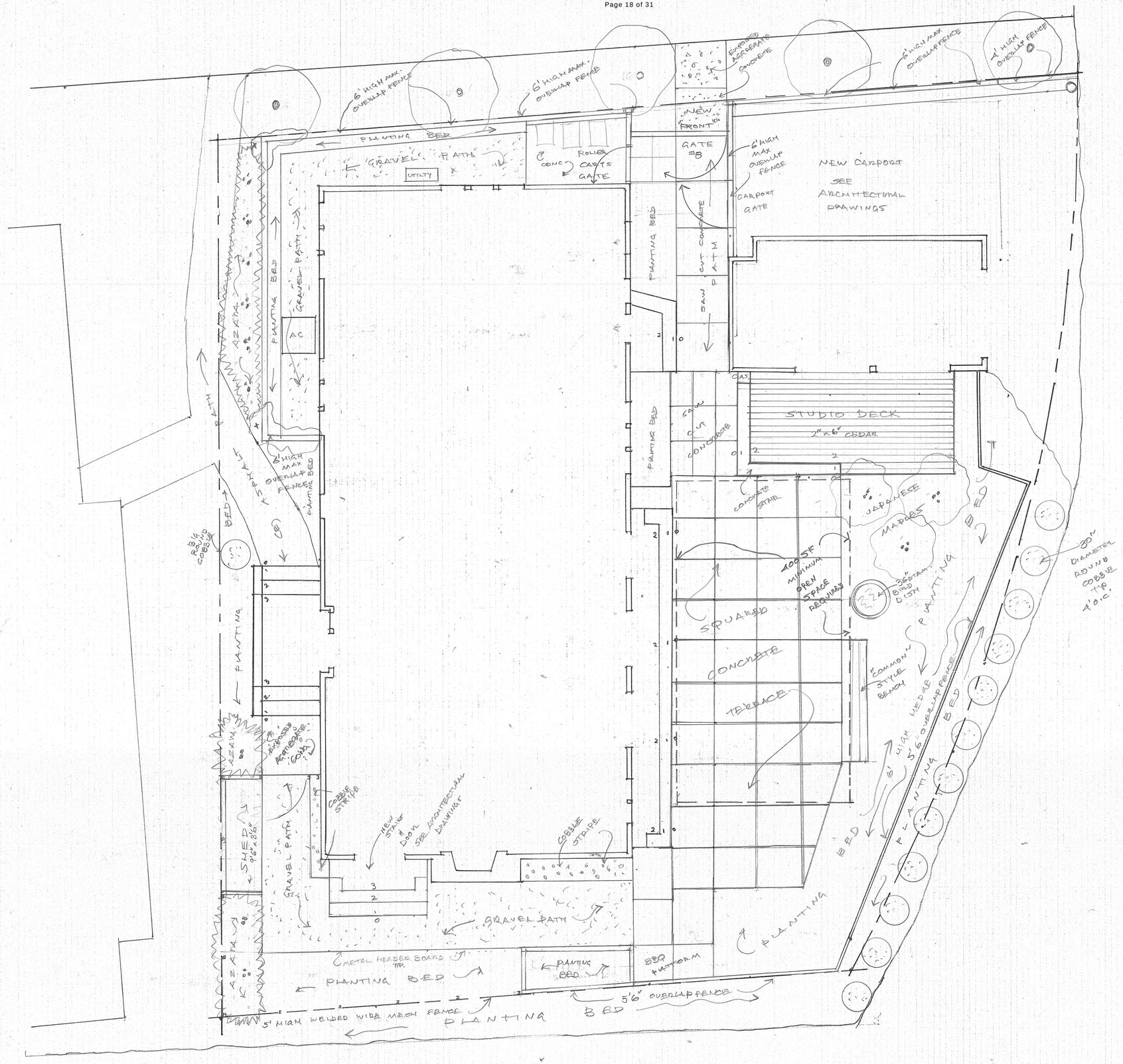
tel 510.204.9250 | fischerarchitecture.com
2984 San Pablo Ave, Berkeley, CA 94702

REID RESIDENCE
8 GREENWOOD COMMON
BERKELEY, CA 94708
APN: 058 224400211

REV.	DATE	ISSUE	DRWN.
	9.30.2023	SA - Initial Submittal	KF/A

DESCRIPTION
ROOF/SITE PLAN AND PROJECT INFO

SHEET
A0.1



NORTH

REID GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA.
94708

1/4" = 1'0"

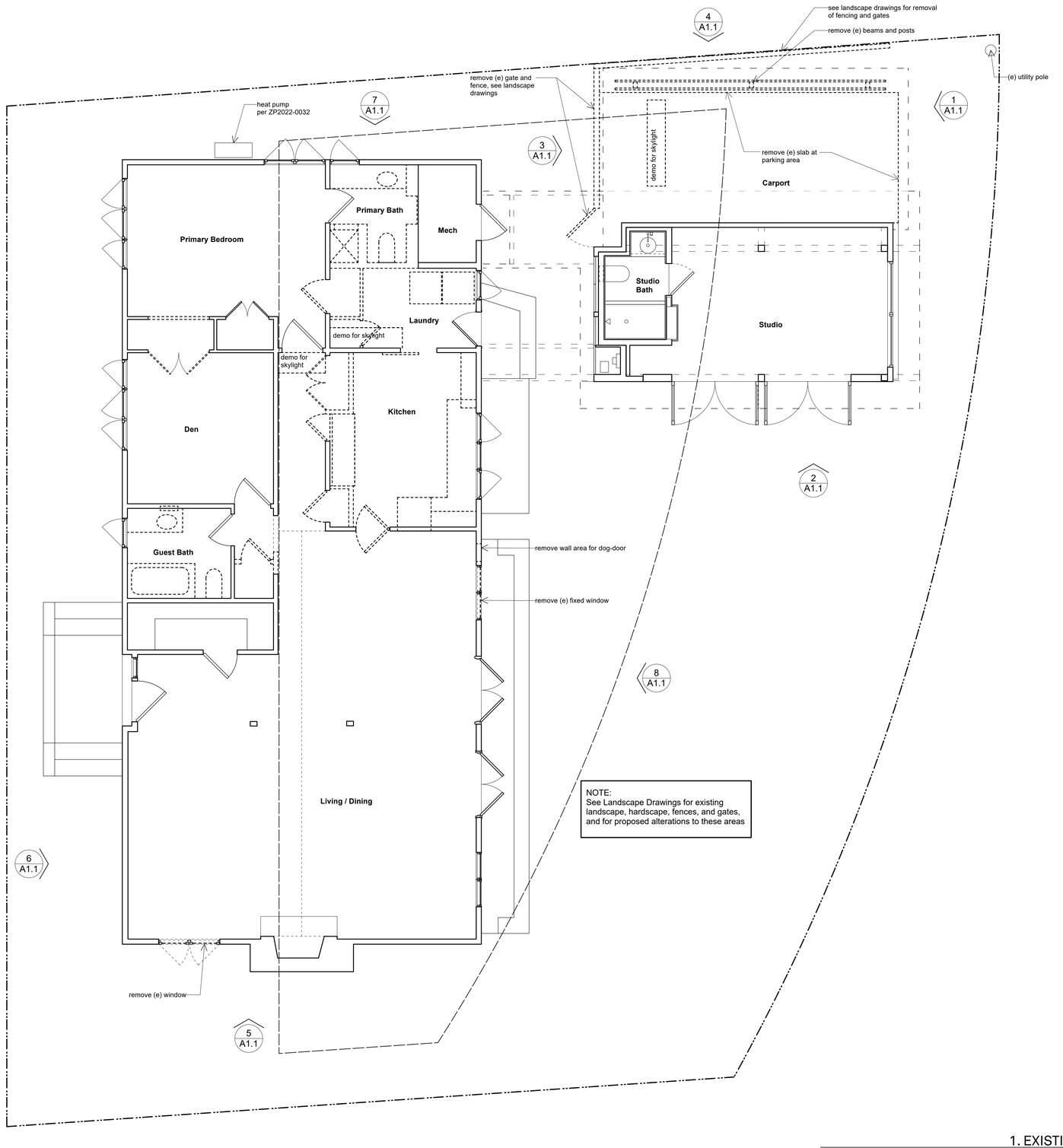
LANDSCAPE SHEET

2

PROPOSED ALTERATIONS

LANDSCAPE ARCHITECT
DAVID BENHAM
ASLA
CA. LIC. # 2973

SEPTEMBER 30, 2023
MAY 11, 2023 REVISED



1. EXISTING/DEMO FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEGEND

Existing Wall, Fence, or Fixture to be Removed

Existing Wall to Remain

FISCHER ARCHITECTURE

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BERKELEY, CA 94708
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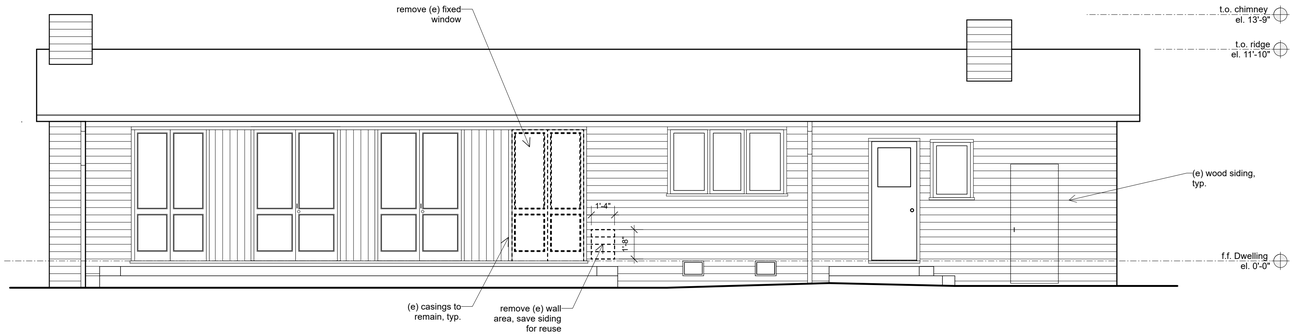
1	4.17.2024	SA - Plan Check Response 1	KF/AJ

DESCRIPTION
EXISTING/DEMO FLOOR PLAN

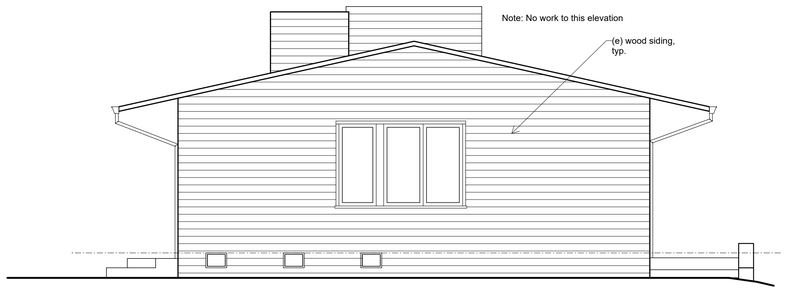
SCALE : 1/4" = 1'-0"
SHEET

N

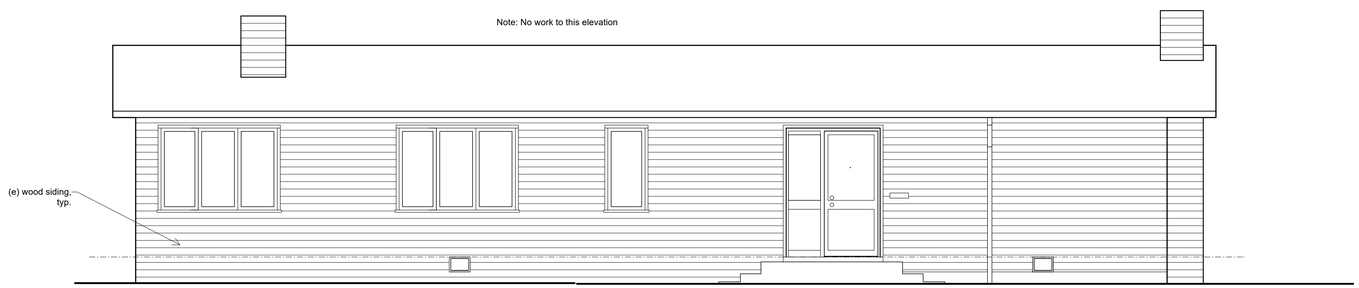
A1.0

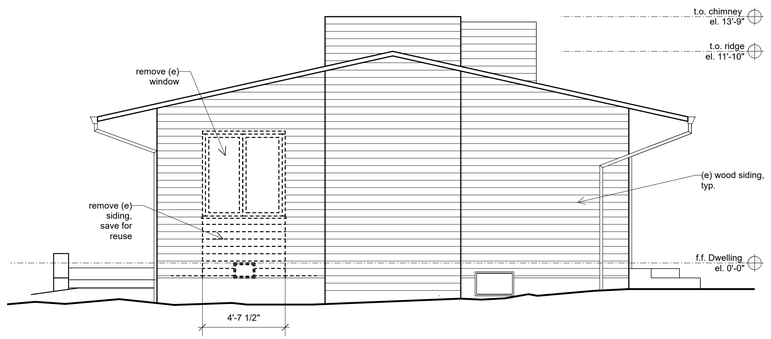


8. HOUSE- EAST ELEVATION

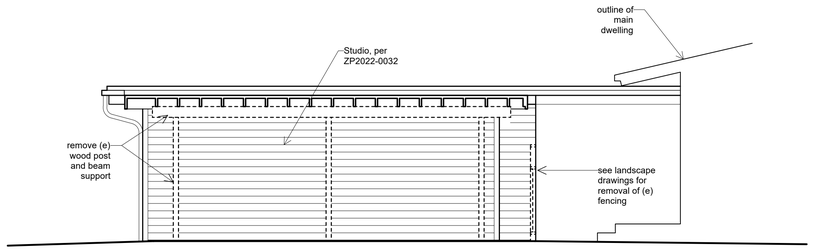


7. HOUSE- NORTH ELEVATION

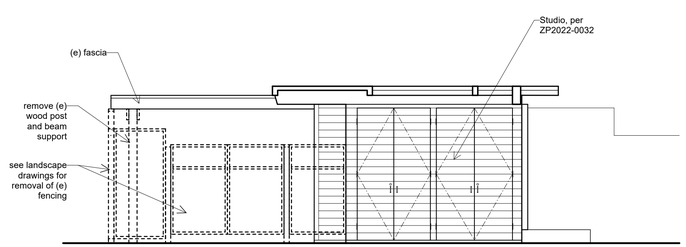




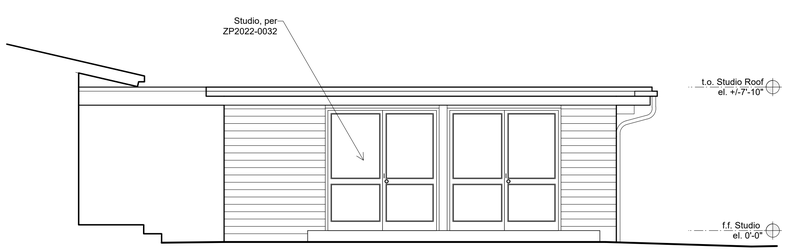
6. HOUSE- WEST ELEVATION



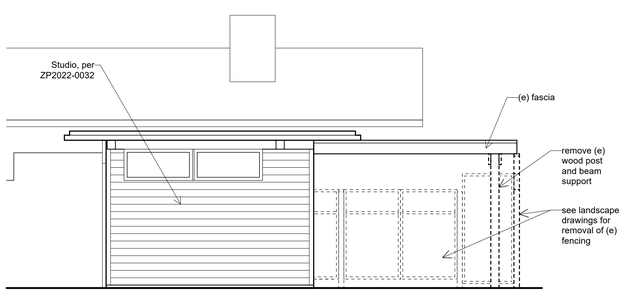
5. HOUSE- SOUTH ELEVATION



4. CARPORT / STUDIO- NORTH ELEVATION



3. CARPORT / STUDIO- WEST ELEVATION



2. CARPORT / STUDIO- SOUTH ELEVATION

1. CARPORT / STUDIO- EAST ELEVATION

FISCHER ARCHITECTURE

tel 510.204.9250 | fischerarchitecture.com
2984 San Pablo Ave, Berkeley, CA 94702

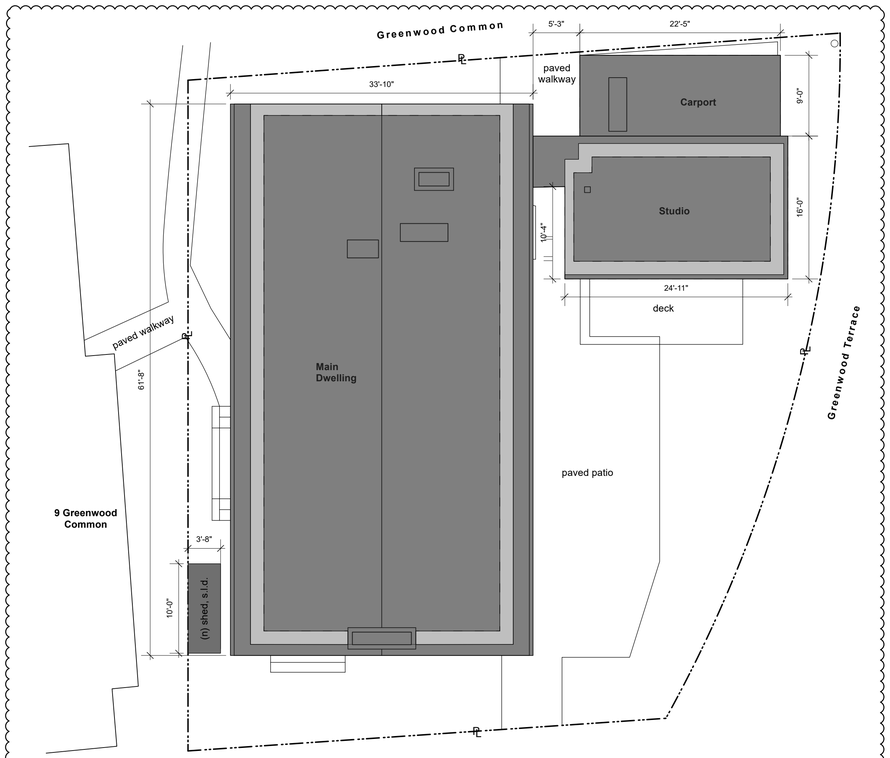
REID RESIDENCE
8 GREENWOOD COMMON
BERKELEY, CA 94708
APN: 058 224400211

REV.	DATE	ISSUE	DRWN.
	9.30.2023	SA - Initial Submittal	KF/AJ
1	4.17.2024	SA - Plan Check Response 1	KF/AJ

DESCRIPTION
EXISTING/DEMO ELEVATIONS

SCALE : 1/4" = 1'-0"
SHEET

A1.1



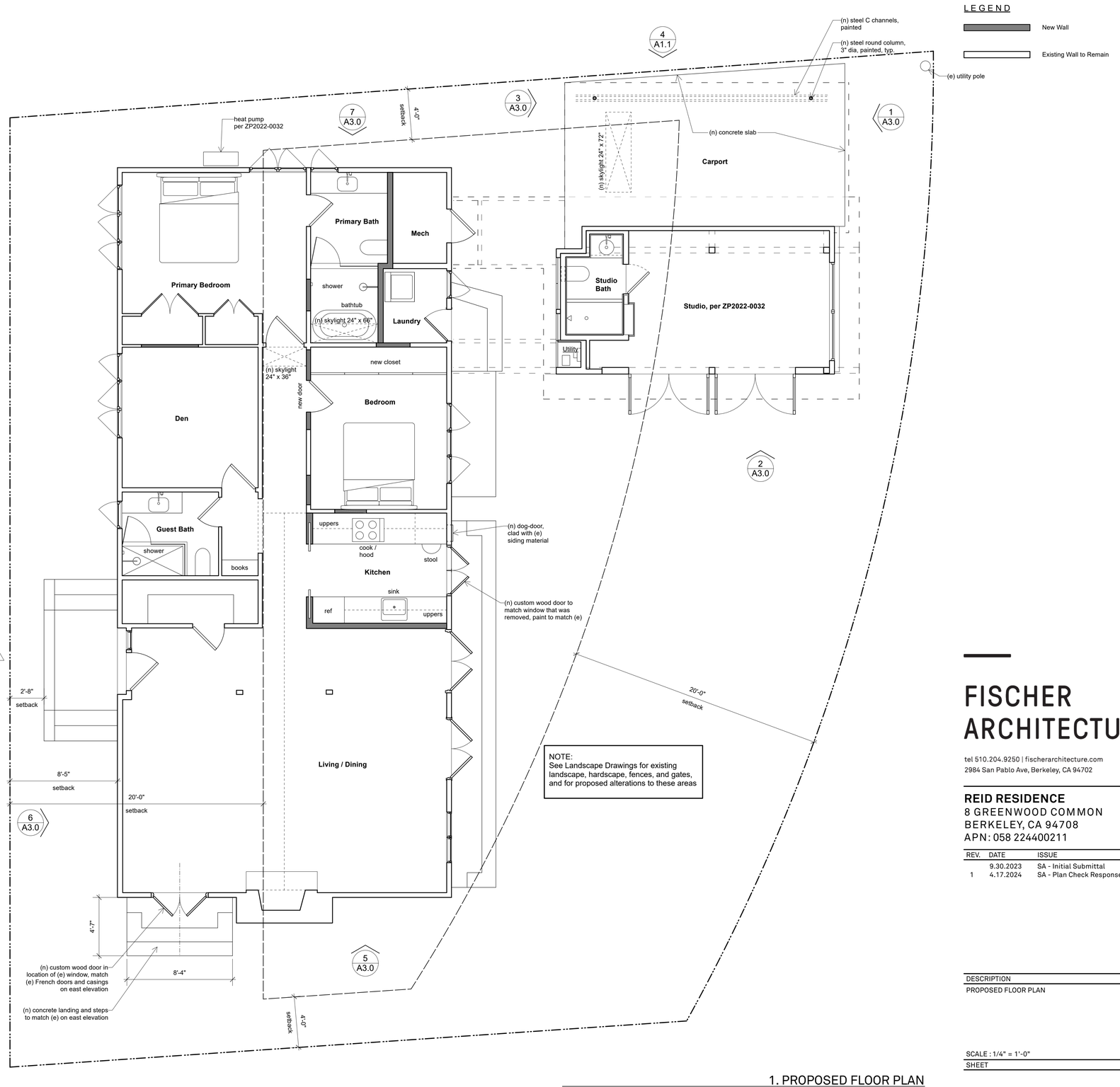
LEGEND

area counting as lot coverage

up to 18" of eave overhang excluded from lot coverage

Proposed Areas
Main Dwelling: 1843 s.f. (no change from existing)
Shed: 36 s.f. (no change from existing)
Studio: 315 s.f. (no change from existing)
Carport: 202 s.f. (no change from existing)
TOTAL: 2396 s.f. (no change from existing)
4800 s.f. lot size
49.9% lot coverage (no change from existing)

2. LOT COVERAGE DIAGRAM
SCALE: 1/8" = 1'-0"



1. PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

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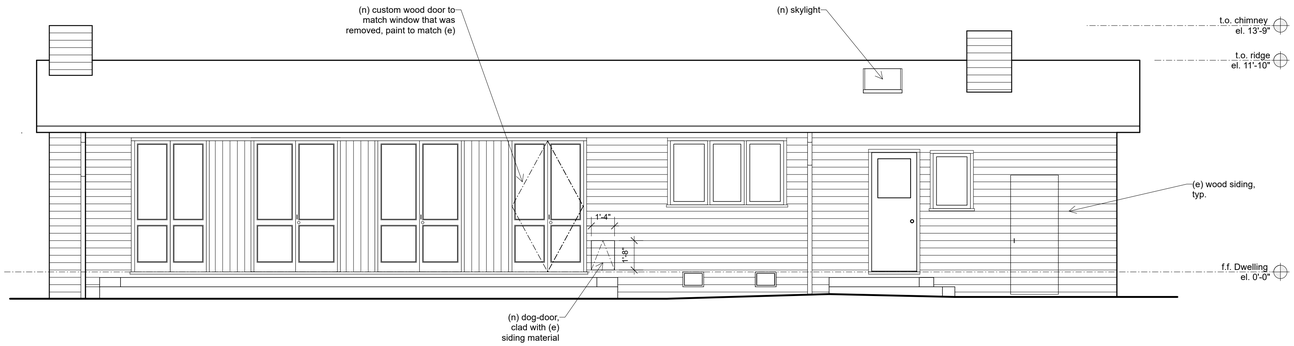
DESCRIPTION
PROPOSED FLOOR PLAN

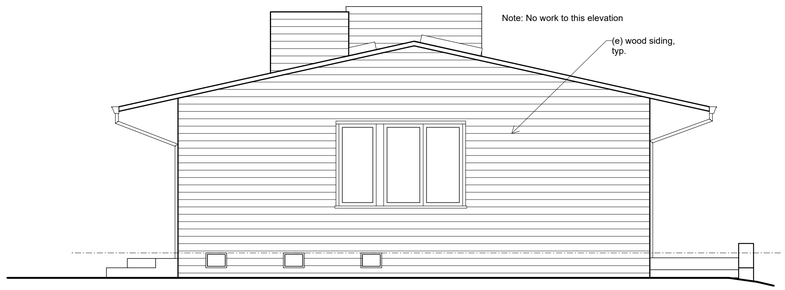
SCALE : 1/4" = 1'-0"
SHEET

N

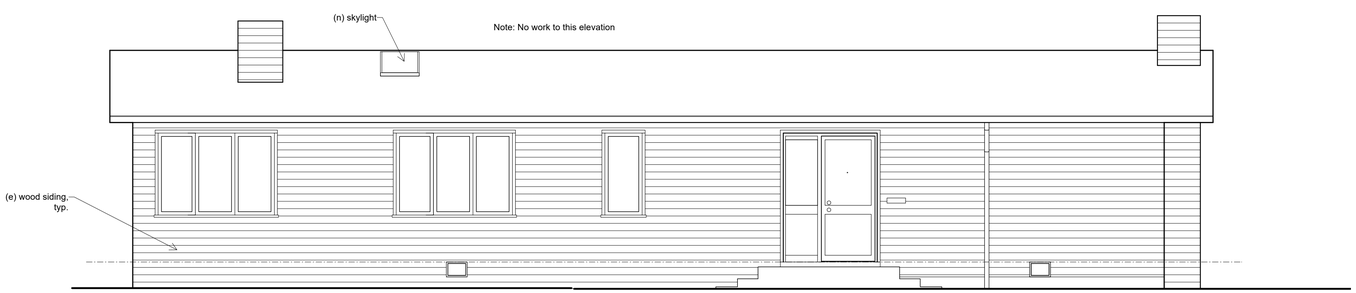
A2.0



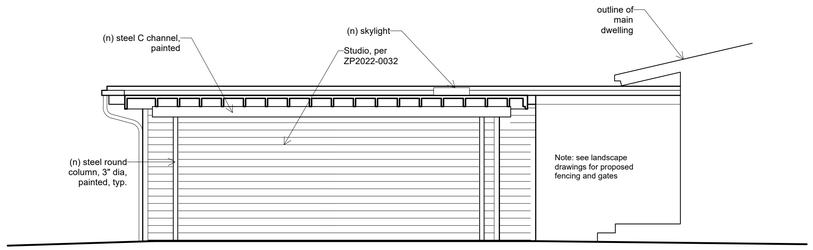
8. HOUSE- EAST ELEVATION



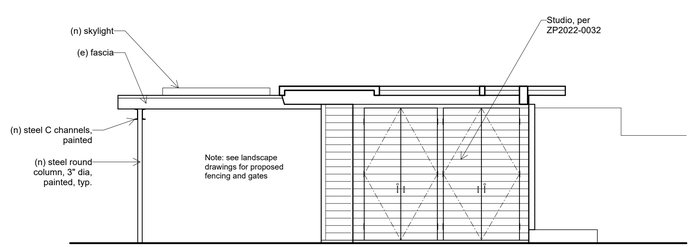
7. HOUSE- NORTH ELEVATION



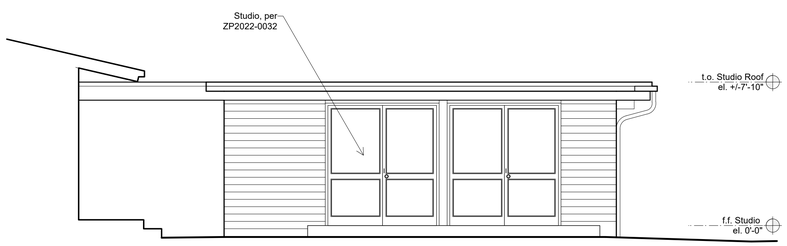
6. HOUSE- WEST ELEVATION



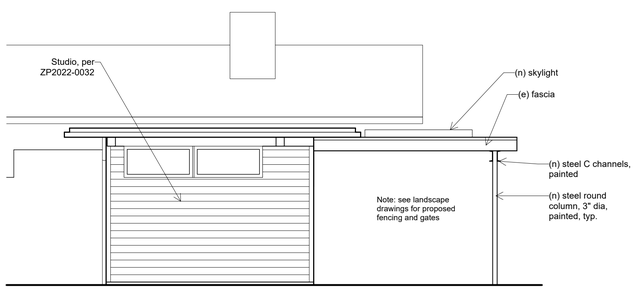
5. HOUSE- SOUTH ELEVATION



4. CARPORT / STUDIO- NORTH ELEVATION



3. CARPORT / STUDIO- WEST ELEVATION



2. CARPORT / STUDIO- SOUTH ELEVATION

1. CARPORT / STUDIO- EAST ELEVATION

FISCHER ARCHITECTURE

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2984 San Pablo Ave, Berkeley, CA 94702

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BERKELEY, CA 94708
APN: 058 224400211

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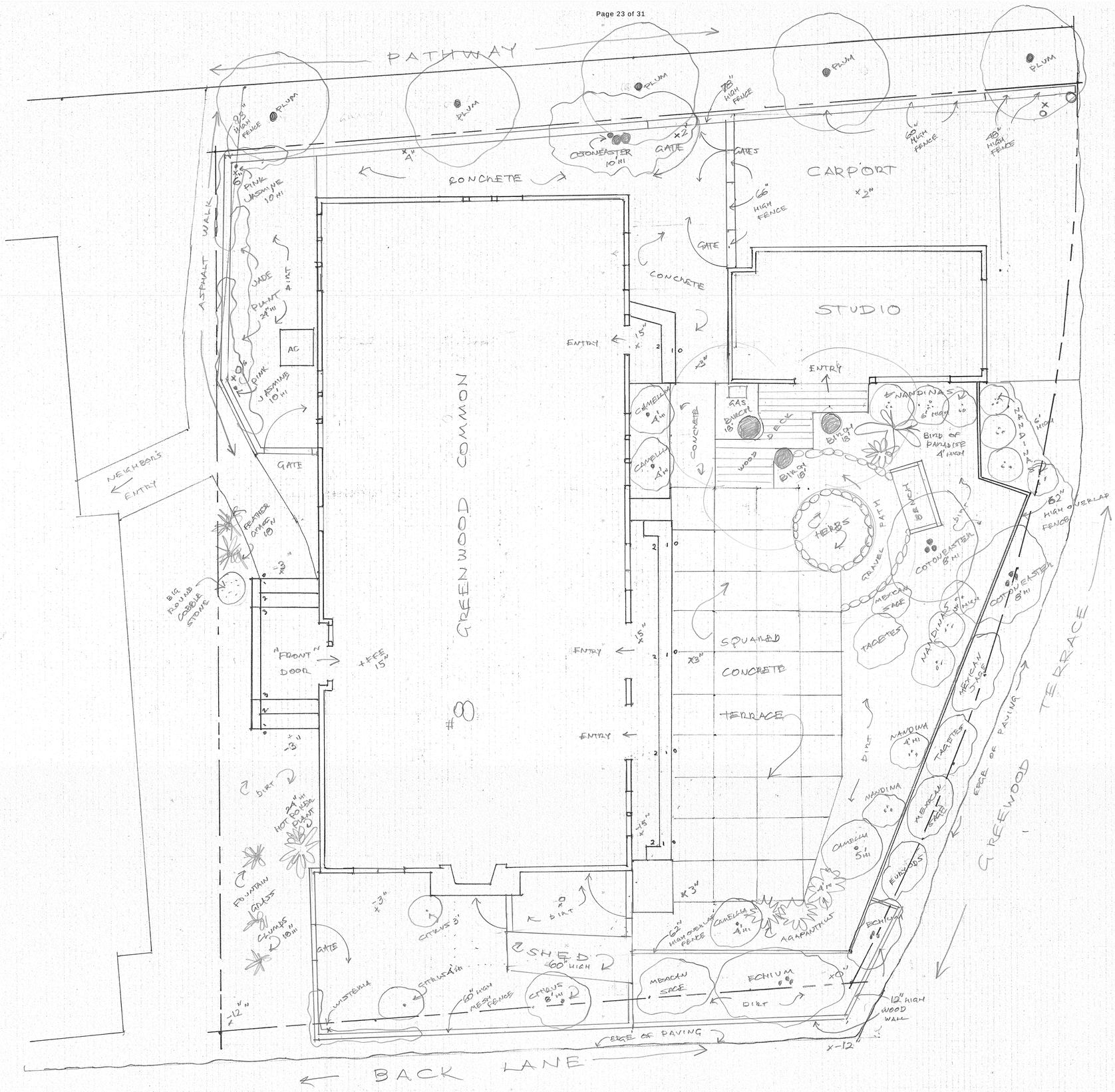
DESCRIPTION
PROPOSED ELEVATIONS

SCALE : 1/4" = 1'-0"
SHEET

A3.0



NORTH

REID GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA.
94708

1/4" = 1'0"

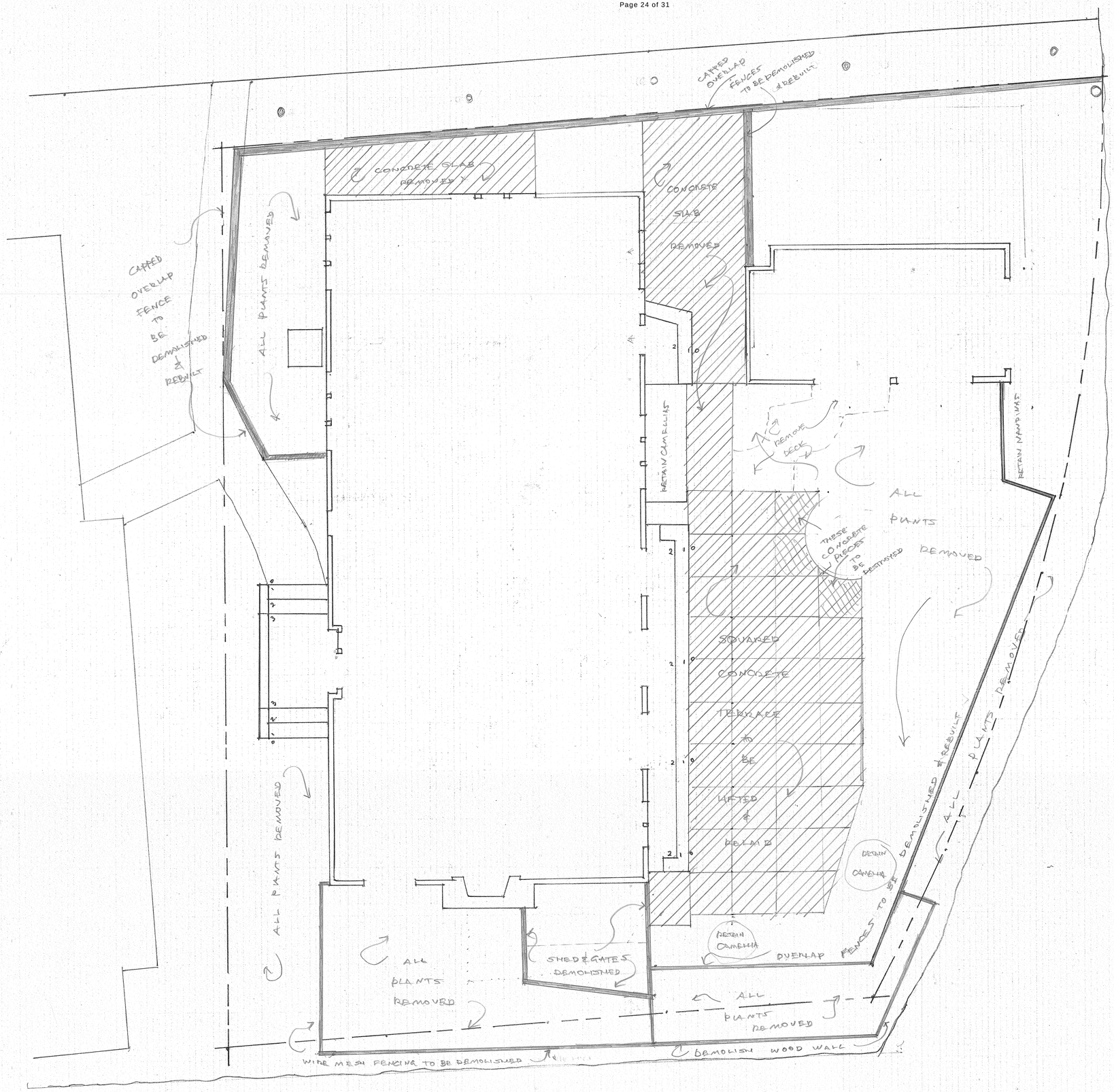
LANDSCAPE SHEET

1

EXISTING CONDITIONS

LANDSCAPE ARCHITECT
DAVID BINGHAM
ASLA
CA-NC.#2973

SEPTEMBER 30, 2023



NORTH

REID GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA. 94708

1/4" = 1'0"

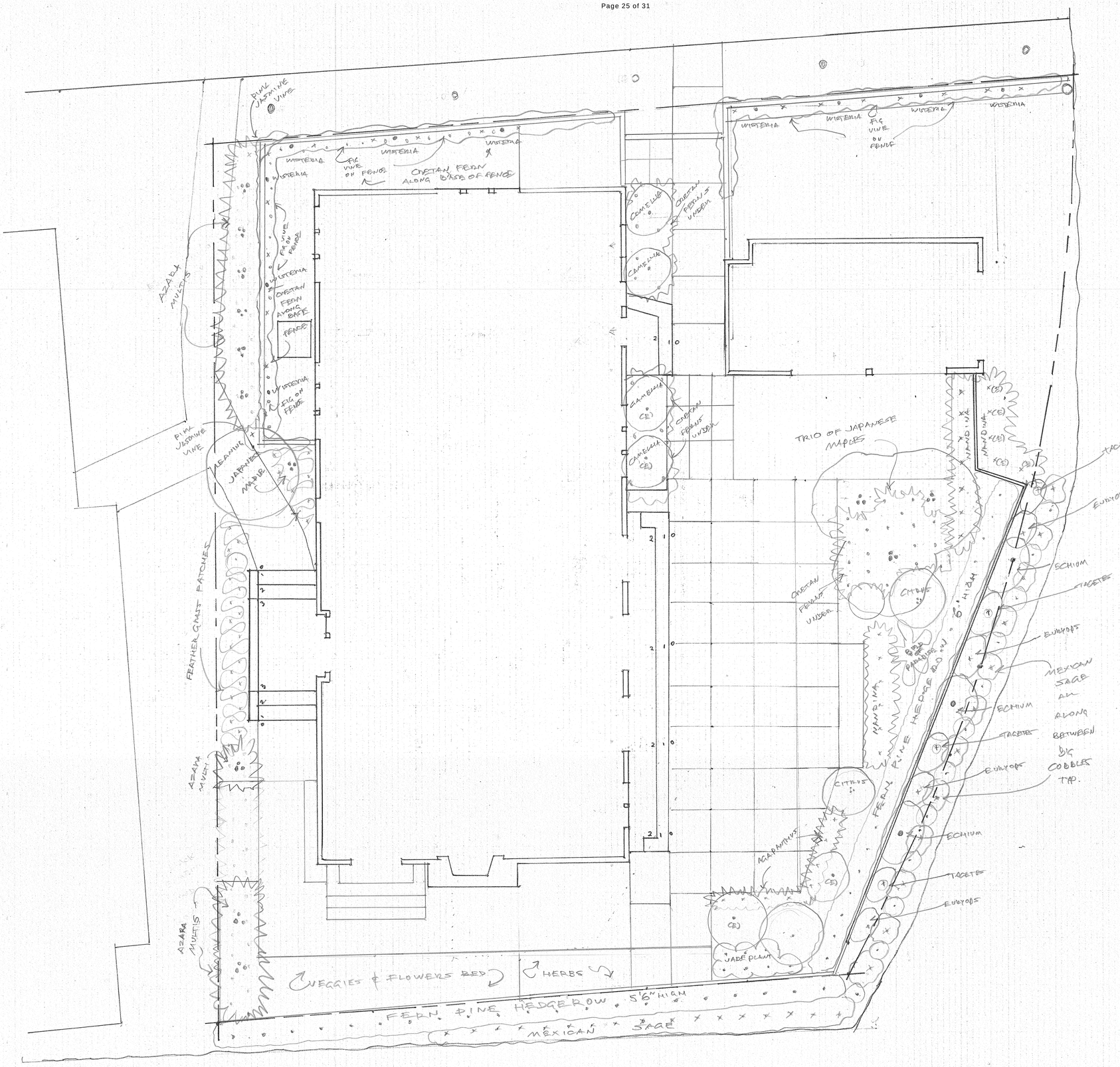
LANDSCAPE SHEET

3

PROPOSED DEMOLITIONS

LANDSCAPE ARCHITECT
DAVID BINHAM
ASLA
CA. LIC. #2973

SEPTEMBER 26, 2023



NORTH

REID GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA. 94708

1/4" = 1'0"

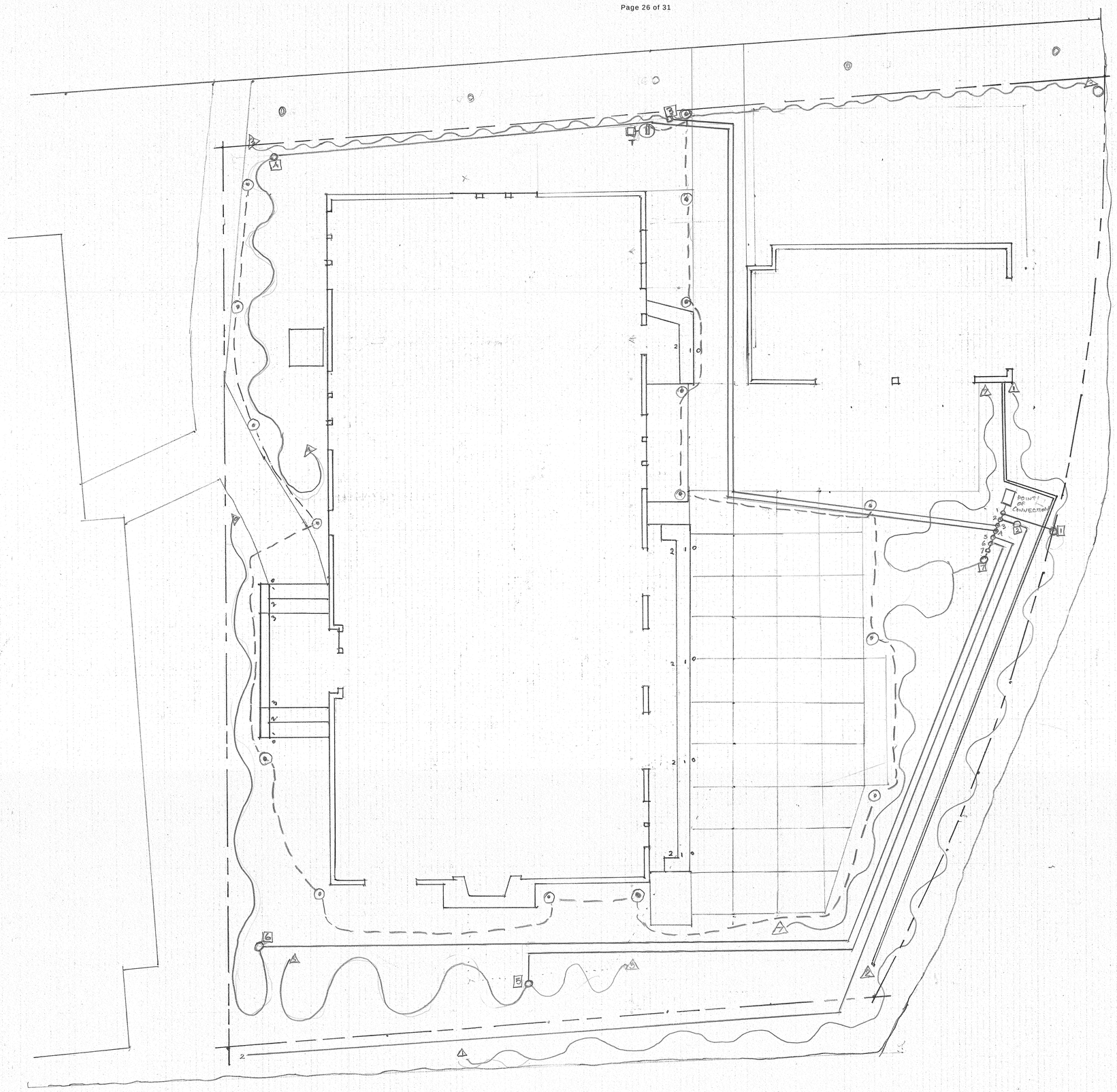
LANDSCAPE SHEET

4

PLANTING PLAN

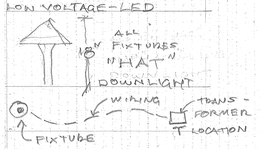
LANDSCAPE ARCHITECT
DAVID BENHAM ASLA
CA-HC.#2973

SEPTEMBER 30 2023
MAY 11, 2024 REVISIONS



LEGEND

LIGHTING
LOW VOLTAGE-LED

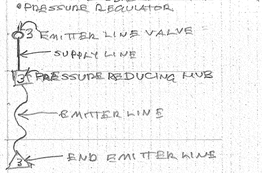


PHONE DEVICE CONTROL

IRRIGATION

EMITTER LINE TYPE

POINT OF CONNECTION INCLUDES:
- GATE VALVE
- BACKFLOW PREVENTOR
- PRESSURE REGULATOR



PHONE DEVICE CONTROL

WEATHER STATION AUTO-CONTROL

NORTH

REID
GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA.
94708

1/4" = 1'0"

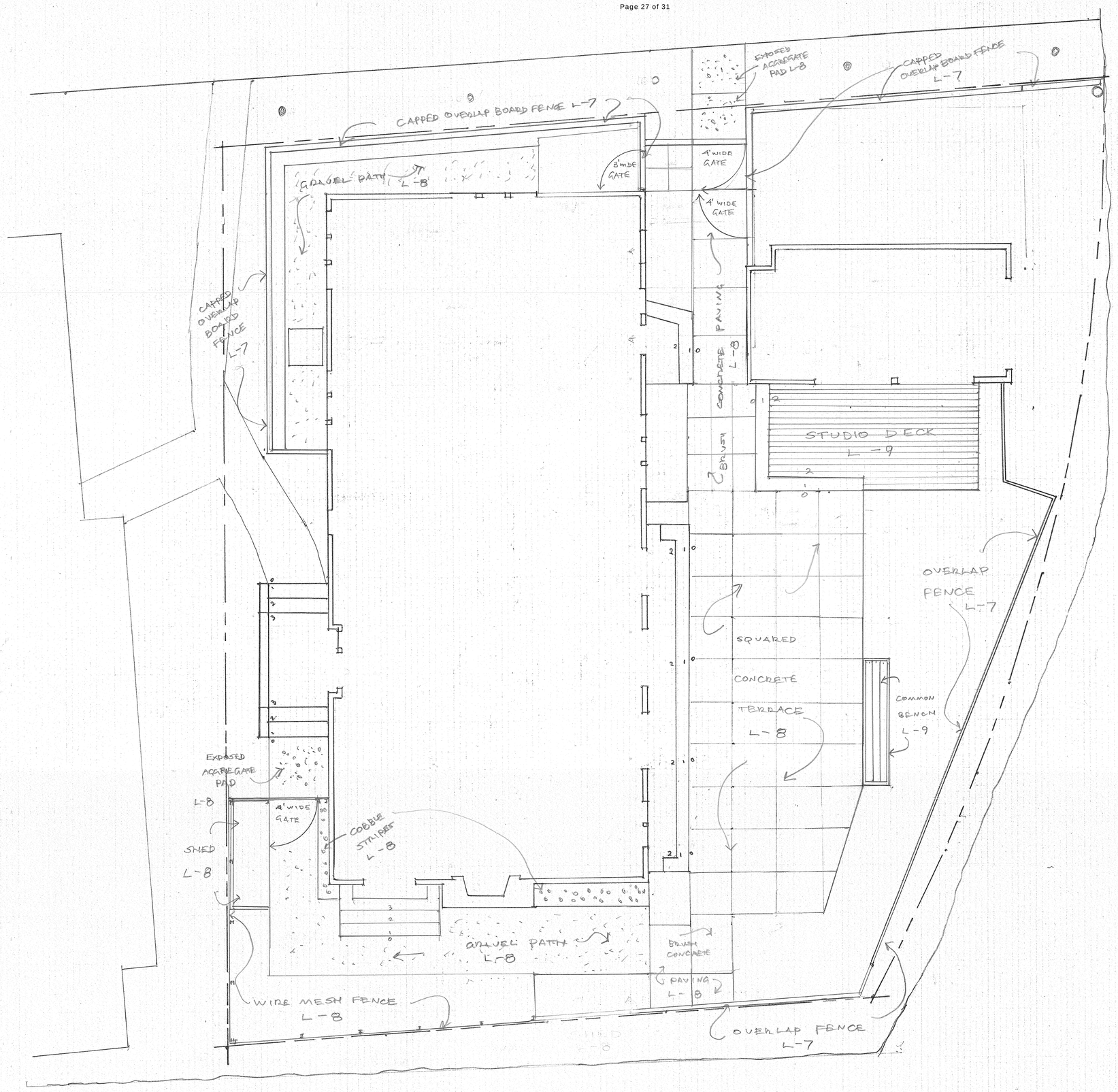
LANDSCAPE SHEET

5

IRRIGATION & LIGHTING

LANDSCAPE ARCHITECT
DAVID BENHAM
ASLA
CA-LIC.#2973

SEPTEMBER 30, 2023
MAY 11, 2024 REVISIONS



NORTH

REID GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA. 94708

1/4" = 1'0"

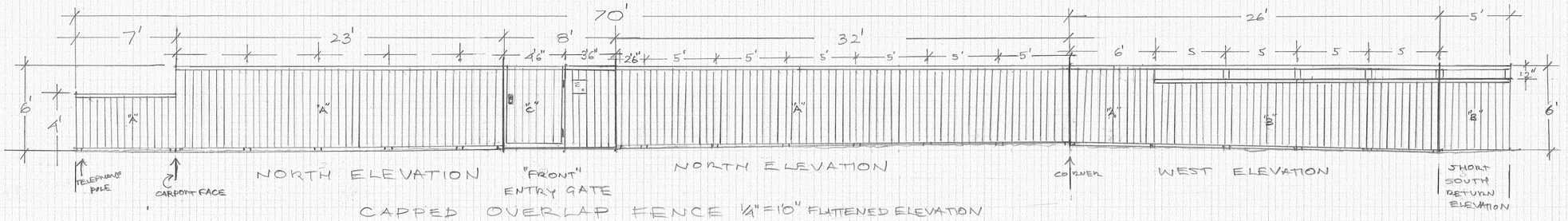
LANDSCAPE SHEET

6

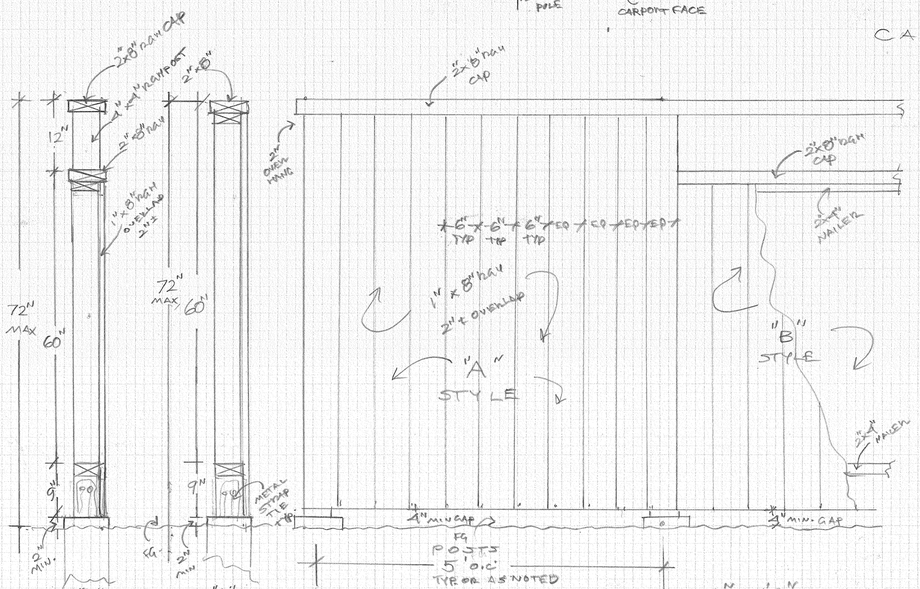
CONSTRUCTION DETAILS LEGEND

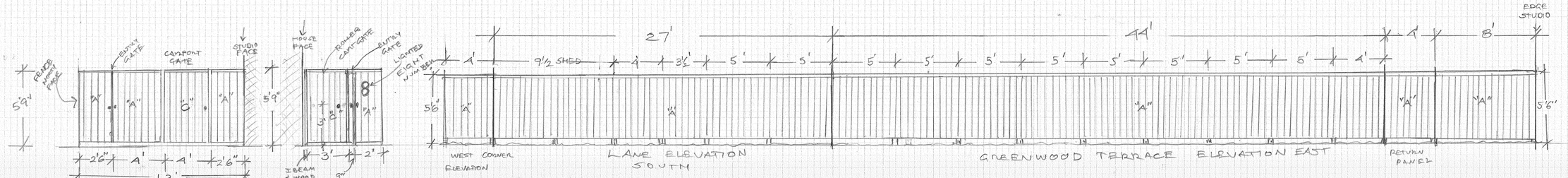
LANDSCAPE ARCHITECT
DAVID BRAHAM ASLA
CA. LIC. # 2973

SEPTEMBER 20, 2023
MAY 11, 2024 RUSD



CAPPED OVERLAP FENCE 1/4"=1'0" FLATTENED ELEVATION





OVERLAP FENCE FLATTENED ELEVATION 1/4"=1'0"

REID GARDEN

CINDY & RONY
#8 GREENWOOD COMMON
BERKELEY, CA.
94708

SCALE AS NOTED

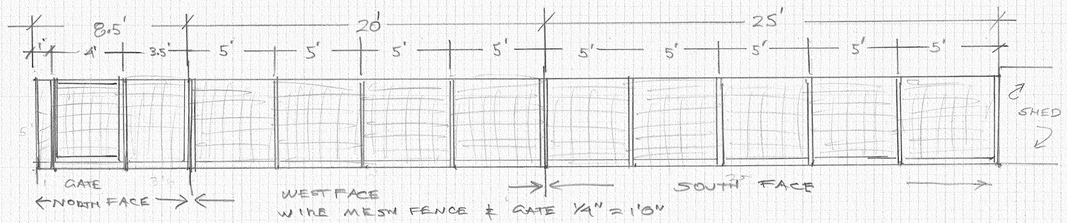
LANDSCAPE SHEET

7

FENCING DETAILS

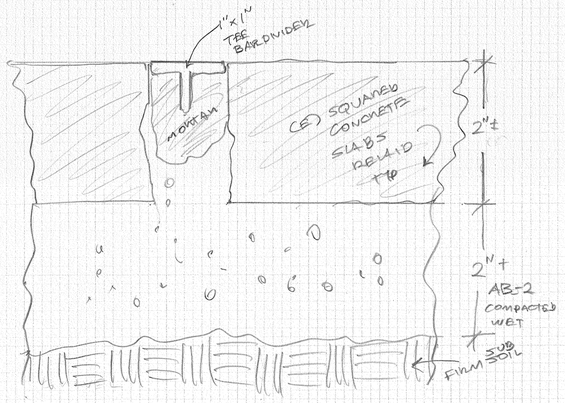
LANDSCAPE ARCHITECT
DAVID BIGHAM
ASLA
CA. LIC. #2473

SEPTEMBER 30, 2023

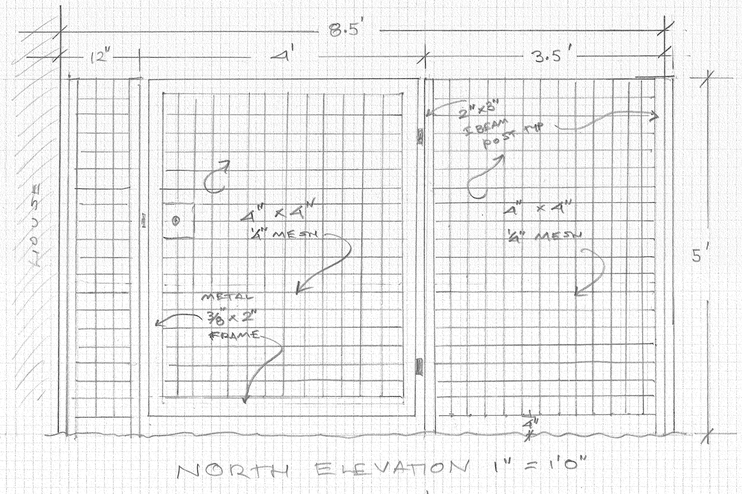


WIRE MESH FENCE & GATE 1/4" = 1'0"

FLATTENED ELEVATION

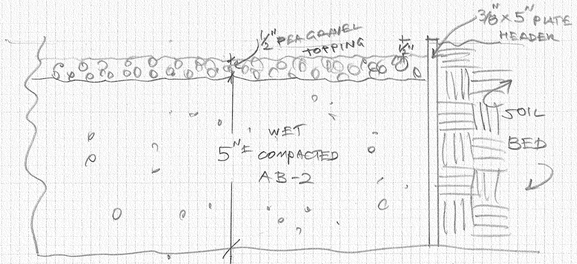


SQUARED CONCRETE TERRACE FULLSCALE

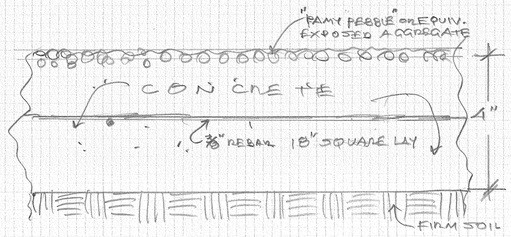


NORTH ELEVATION 1" = 1'0"

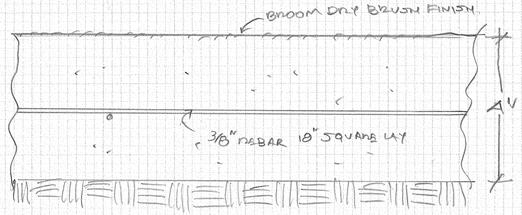
WIRE MESH FENCE & GATE



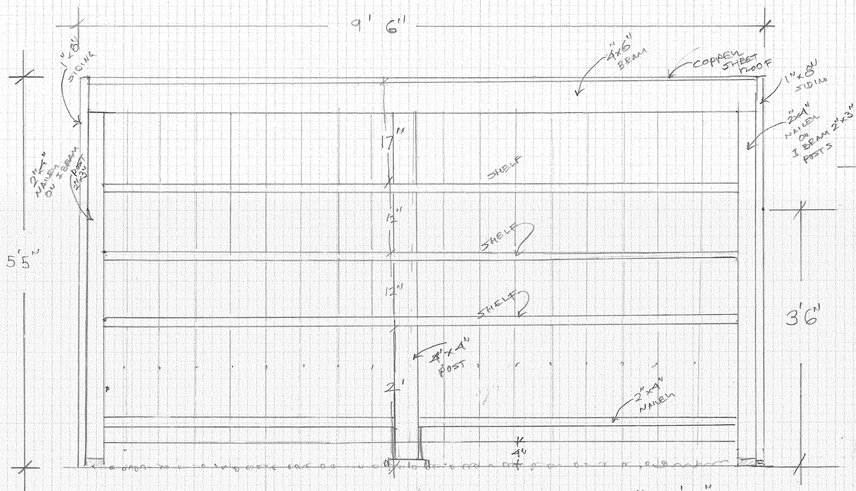
PEA GRAVEL PATHWAY WITH HEADER 1 1/2" = 1"



EXPOSED AGGREGATE CONCRETE 1/2" = 1"

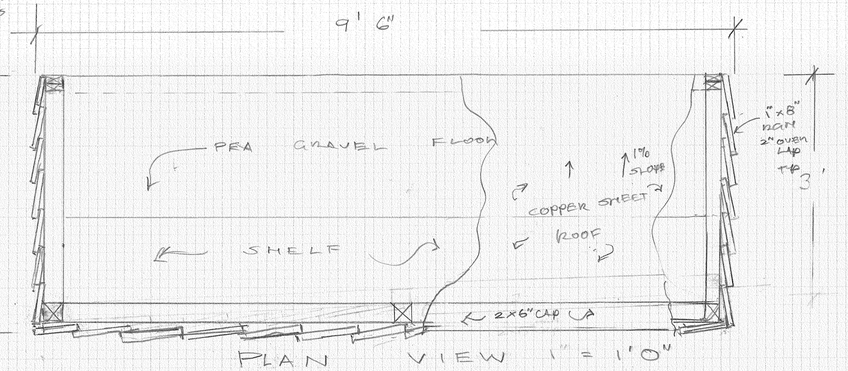


BRUSH FINISH CONCRETE 1/2" = 1"



NORTH ELEVATION 1" = 1'0"

SHED



PLAN VIEW 1" = 1'0"

SHED

REID GARDEN

CINDY AND RORY
#8 GREENWOOD COMMON
BERKELEY, CA.
94708

SCALE AS NOTED

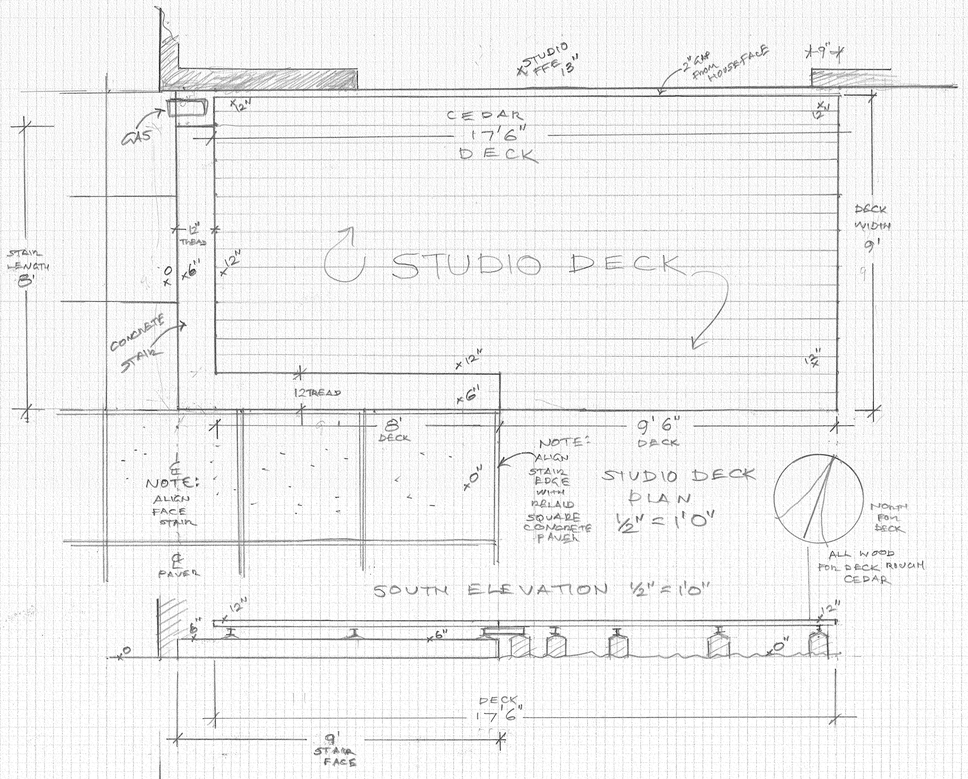
LANDSCAPE SHEET

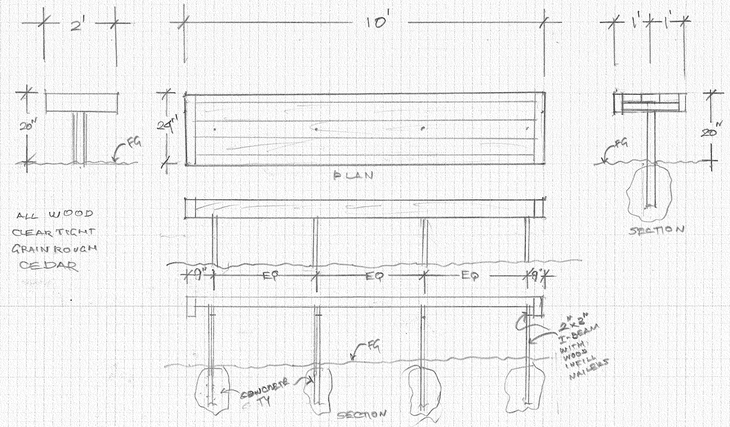
8

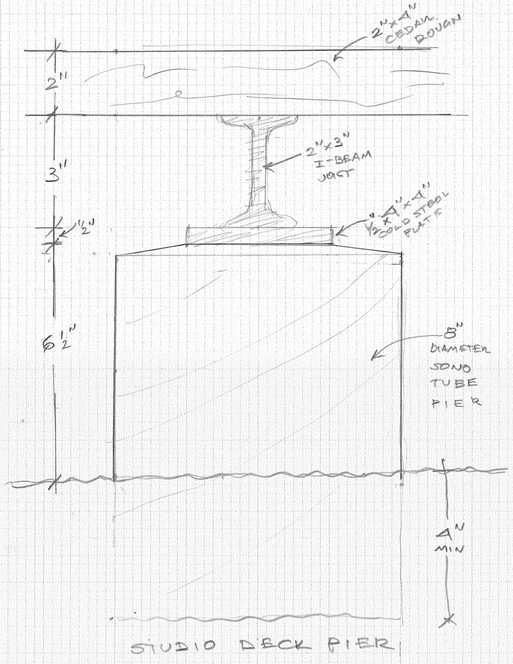
WIRE MESH FENCE, SHED, PAVING DETAILS

LANDSCAPE ARCHITECT
DAVID BIGHAM
ASLA
CA LIC # 2473

SEPTEMBER 30, 2023
MAY 11, 2024 RWSP DUB







REID GARDEN

CINDY AND RORY
8 GREENWOOD COMMON
BERKELEY, CA
94708

SCALE AS NOTED

LANDSCAPE SHEET

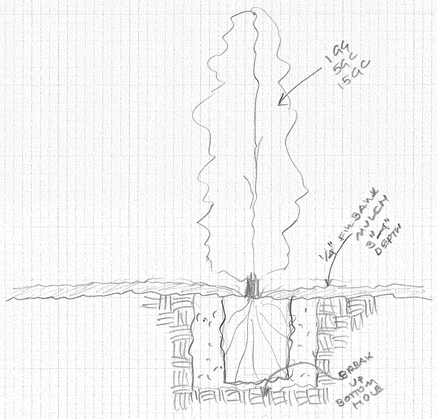
9

STUDIO DECK & COMMON BENCH

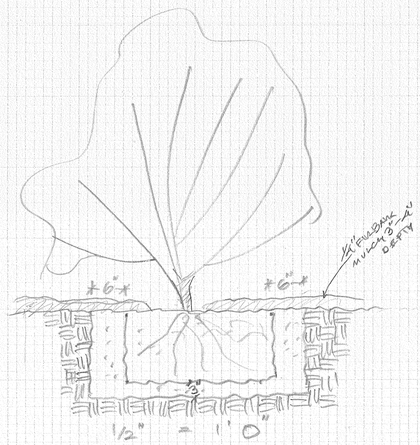
LANDSCAPE ARCHITECT
DAVID BINHAM
AJLA
CA. LIC # 2473

SEPTEMBER 30, 2023

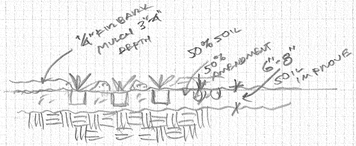
PLANTING DETAILS:



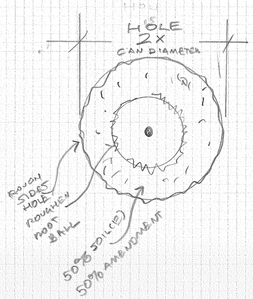
NO SCALE
SECTION



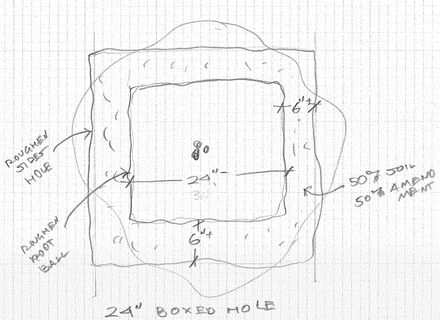
1/2" = 1'0"
SECTION



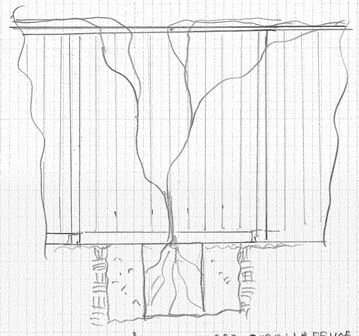
1/2" = 1'0" SECTION
4" POT LINER PLANTING



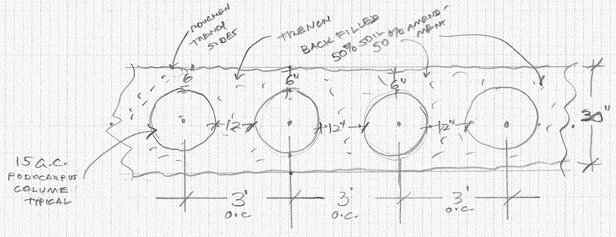
STANDARD HOLE
19G, 5GC, 15GC.
PLAN



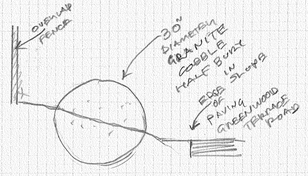
24" BOXED HOLE
36" BOXED HOLE SAME DETAILS
PLAN



WISTERIA ON CAPPED OVERLAP FENCE
1/2" = 1'0"



PODOCARPUS HEDGE TRENCH PLAN
1/2" = 1'0"



1/2" = 1'0"

NOTES:

- ALL EXISTING WOOD TO BE SALVAGED AS POSSIBLE
- ALL RAW WOOD TO BE VINEGAR STAINED DARKEN
- PROPERTY LINE HUBS NOT SET, MUST BE SET BEFORE CONSTRUCTION
- NO GARDEN CONSTRUCTION ATTACHES TO THE HOUSE OR STUDIO
- SEE ARCHITECTURAL DRAWINGS FOR HOUSE OR STUDIO WORK

REID GARDEN

CINDY AND RORY
8 GREENWOOD COMMON
BERKELEY, CA.
94708

SCALE AS NOTED

LANDSCAPE SHEET
10
PLANTING DETAILS & NOTES

LANDSCAPE ARCHITECT
DAVID BIGHAM
ASLA
CA. LIC.# 2473

SEPTEMBER 30, 2023

Office of the City Manager

INFORMATION CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Terrance Davis, Director, Public Works

Subject: Alameda County Transportation Commission Rail Safety Enhancement Program – Phase A

SUMMARY

The purpose of this report is to inform Council of an upcoming project by the Alameda County Transportation Commission (Alameda CTC) to design and construct safety improvements at selected railroad crossings across Alameda County, including five at-grade railroads crossings in the City. The project, known as the Rail Safety Enhancement Program (RSEP), comprises of three phases and encompasses selected crossings throughout Alameda County: Phase A (or RSEP-A, referred herein as Project) includes crossings that are candidates for expedited implementation, whereas RSEP-B and RSEP-C include the remaining crossings and are on separate schedules from RSEP-A. The Alameda CTC is the project sponsor and implementing agency for the Project.

The Project includes safety improvements at 27 railroad crossings and two trespass areas in Alameda County, including the five crossings to be improved in the City: Cedar Street, Virginia Street, Hearst Avenue, Addison Street, and Bancroft Way. The other at-grade railroad crossing in the City, at Gilman Street, will receive crossing improvements as part of the California Department of Transportation's (Caltrans') I-80 Gilman Interchange Improvement project that is currently under construction.

The RSEP was developed as a result of Alameda CTC's 2016 Alameda Countywide Goods Movement Plan and 2018 Rail Strategy Study, along with a 2019 finding from the Federal Railroad Administration (FRA) that identified Alameda County as having the fourth highest number of railroad corridor injuries in the nation.

The RSEP would design and construct pedestrian and roadway safety enhancements across five at-grade railroad crossings in the City, thereby improving pedestrian and bicycle infrastructure and removing potential impediments to using these more sustainable modes of transportation. The RSEP would also improve accessibility in these areas, which are classified as Equity Priority Communities by the Metropolitan Transportation Commission.

CURRENT SITUATION AND ITS EFFECTS

The Project is currently at the 95% design stage. Previous design stages included 35% in December 2021 and 65% in May 2022. The Project is designed by Alameda CTC's design consultant, Kimley-Horn & Associates, Inc. (KHA) under the oversight of Alameda CTC staff. City Staff from the Public Works Department and Fire Department have reviewed and commented on the 35%, 65%, and 95% design submittals, along with affected utility companies. City Public Works Staff have also reviewed traffic studies developed by KHA.

The proposed safety improvements will occur in the public right of way, including the Union Pacific Railroad (UPRR) easement, which runs along a corridor that is also known as Third Street.

The Project proposes rail safety improvements to five existing at-grade rail crossings on Cedar Street, Virginia Street, Hearst Avenue, Addison Street and Bancroft Way in the City. The Project's improvements were developed by on-site diagnostic meetings with the City, California Public Utilities Commission (CPUC), UPRR, and the Alameda CTC.

The City's improvements are designed to increase safety for motorists and pedestrians and consist of both pedestrian treatments (sidewalks through the crossings, automated gate arms and swing gates, channelization fencing and railing, concrete panels and anti-trespass fencing) and roadway treatments (signing and striping, median islands, lighting, parking restrictions and curb bulbouts, where feasible).

In addition to the treatments described above, there will be additional Project features and changes at each of the crossings as follows:

- **Cedar Street** - removal of two sets of inactive railroad tracks, new sidewalk in the northeast quadrant, new striping limits to extend to Fourth Street to the east and Second Street to the west, added red-painted curb and four driveways that turn into right-in and right-out. Reduction in number of on-street parking spaces along the north side of Cedar: one space west of the crossing and four spaces east of the crossing.

- **Virginia Street** - removal of one set of inactive railroad tracks, new concrete sidewalk on the northeast and southwest quadrants, new curb bulbouts on the south side of Virginia Street, new striping limits to extend to Fourth Street to the east and Second Street to the west, added red-painted curb and two driveways that turn into right-in and right-out. Reduction of four on-street parking spaces along the north side of Virginia (east of the crossing) and two spacesalong the south side of Virginia (west of the crossing).

- **Hearst Avenue** - removal of two sets of inactive railroad tracks, new curb bulbouts on the north and south side of Hearst Avenue, new striping limits to

extend to Fourth Street to the east and Second Street to the west, added red-painted curb and five driveways that turn into right-in and right-out. Reduction of two on-street parking spaces along the north side of Hearst, west of the crossing.

- **Addison Street** - curb bulbout for the exit driveway in the southwest quadrant, extension of the existing median on the east side of the tracks, provisions for a future fourth set of railroad tracks, added red-painted curb and one driveway that turns into right-in and right-out. Reduction of one on-street parking space along the north side of Addison, west of the crossing.

- **Bancroft Way** - removal of one set of inactive railroad tracks, new striping limits to extend to Fourth Street to the east, added red-painted curb and two driveways that turn into right-in and right-out. Reduction of one on-street parking space along the north side of Bancroft (east of the crossing) and two spaces along the south side of Bancroft (west of the crossing).

These proposed safety-related improvements meet CPUC and UPRR requirements. In particular:

- The median islands are designed to keep vehicles from driving around railroad gate arms, but would also prohibit left turns into and out of some driveways. The design team performed turning movement analyses of typical vehicles into and out of the driveways as a way to confirm their continued usability for their intended purposes.

- Extended lengths of red curb near the railroad crossings aim to prevent visual obstructions between drivers and railroad warning devices as vehicle approach the crossings but would also reduce the number of available curbside parking spaces.

Alameda CTC has recently conducted a public information meeting for the Project on May 22, 2024. Outreach for this meeting followed the Public Works Department's standard practices for a project of this size and nature, including sending postcard invitations to all addresses within 300 feet of the project limits, and included a 14-day comment period subsequent to the meeting. In coordination with City staff, Alameda CTC mailed copies of the presentation from the May 22, 2024 public information meeting to property owners of parcels immediately adjacent to proposed medians and red curbs. The design team received a few comments from the public following this effort and has been coordinating the design with these property owners to address their concerns.

Alameda CTC conducted prior public outreach meetings, including public hearings for the Project's environmental documents in March and April 2023 and an informational meeting to the Transportation and Infrastructure Commission in April 2023. More

information about these meetings are provided below in the Background section of this report.

On June 20, 2024, Alameda CTC staff presented the Project at the Transportation and Infrastructure Commission (TIC) meeting. The TIC voted 7-0 in support of the proposed project improvements, with a caveat that the project team make an effort to refine the design of a proposed roadway median to accommodate vehicular left turn egress from a parking lot at the northeast quadrant of the Hearst Avenue rail crossing, to address public comments received during the meeting.

Alameda CTC has completed their own community engagement activities and is working on the final design of the Project, which includes addressing feedback from City departments, utility companies, the public, and the TIC. State-level California Environmental Quality Act clearance for the Project was completed in September 2023. The Project is concurrently working on clearing the Federal-level National Environmental Policy Act to allow the Project to be eligible for future Federal funding while advancing the design work.

Construction of the Project, which occurs in several municipalities throughout Alameda County, is anticipated to start in mid-2026, although the start date for construction in the City has not yet been established.

BACKGROUND

The Project was developed as an outgrowth of the recommendations included in the 2016 Alameda CTC-approved Alameda Countywide Goods Movement Plan and in response to safety-related issues many rail crossings pose throughout the County. The prioritization framework to select from the 133 at-grade crossings in Alameda County came from the 2018 Rail Strategy Study, which assessed the safety, vehicle delay, emissions, noise impacts as well as whether crossing locations were in Priority Development Areas or Equity Priority Communities.

In 2019, the FRA sent a letter to Alameda County officials notifying them that there were 56 trespassing deaths along railroad corridors in the County between 2012 and 2017, which was the fourth highest number of trespassing fatalities in the nation. Between 2016 and 2023, there have been a total of 6 fatalities and 5 injuries in the Project's City crossings alone. Since 1975, there have been 47 deaths caused by collisions with trains within the at-grade crossings included in this Project and the rate of fatalities is trending upward.

Currently, the at-grade crossings act as a barrier to communities on each side of the railroad tracks due to a lack of safe or non-existent facilities which prohibit both active transportation for pedestrians and bicyclists and reliable freight and passenger rail service. The continued lack of safe crossings in Alameda County would impede the growth of rail operations, reduce time travel reliability and continue to have major safety impacts for communities.

Alameda CTC has conducted several community meetings to provide the public opportunities to learn about the Project and provide comments, including the following meetings specific to the City:

- **March 28, 2023** - Virtual Public Hearing for Virginia Street and Hearst Avenue in the City in support of the environmental document with a 30-day public review and comment period.

- **April 13, 2023** – Virtual Public Hearing for Addison Street, Cedar Street and Bancroft Way in the City in support of the environmental document with a 30-day public review and comment period.

- **April 20, 2023** – Presentation to the TIC as an informational item on the Project.
- **May 22, 2024** – Virtual public information meeting for the RSEP improvements in the City in adherence with the City's Public Participation Policy with a 14-day public review and comment period.

- **June 20, 2024** – Presentation to the City's TIC and a vote of commissioners to support the Project.

For the March 2023 and April 2023 public hearings and May 2024 public information meeting, Alameda CTC, in coordination with the City, conducted outreach in advance of these meetings, which included sending mailers to nearby residents and businesses; e-mail blasts to interested parties, stakeholders, groups and businesses; and/or posting flyers.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The improvements to the existing at-grade rail crossings will encourage transportation mode shifts from freight trucks to rail and from driving to walking and biking. These mode shifts help to reduce greenhouse gas emissions, reduce public health issues related to air quality caused by truck traffic, and improve the overall health and safety of the surrounding communities.

This Project advances the following City environmental sustainability and climate goals:

- Advance opportunities for people to safely walk, bike, take public transit, and electrify mobility options,
- Minimize air and water pollution for the health of people and planet, and
- Reduce greenhouse gas emissions by 2050 to 80% below 2000 levels per Climate Action Plan goals.

POSSIBLE FUTURE ACTION

The work of this Project may require that the City execute Construction and Maintenance Agreement(s) with UPRR and/or Alameda CTC to formalize maintenance

responsibilities. Alameda CTC will construct this Project and, in general, elements in the UPRR easement would be maintained by UPRR and elements in the public right of way and outside of the UPRR easement would be maintained by the City.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

Upon execution of a Construction and Maintenance Agreement, the City would assume maintenance responsibilities for elements of this Project in the public right of way and outside of the UPRR easement, including but not necessarily limited to signage, pavement markings, sidewalk, railing, roadway pavement, median islands, and lighting. Budget will be identified in future fiscal year Transportation Division operating budgets to support maintenance of these facilities once they are constructed.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works Department, (510) 981-6396
Hamid Mostowfi, Transportation Manager, Public Works Department, (510) 981-6403
Kenneth Jung, Supervising Civil Engineer, Public Works Department, (510) 981-7028

Attachments:
1: Presentation from 6/20/2024 Transportation and Infrastructure Commission Meeting
2: 95% Design-level Signing and Striping Plans for RSEP-A in Berkeley
3: Project Fact Sheet

ALAMEDA COUNTY TRANSPORTATION COMMISSION

Rail Safety Enhancement Program (RSEP)

City of Berkeley Transportation and Infrastructure Commission

Angelina Leong, Alameda CTC Project Manager
Kevin Aguigui, Kimley-Horn Project Manager

June 20, 2024

Agenda

1. Program Overview
2. Needs and Benefits
3. Berkeley TIC and Public Engagement
4. Berkeley Crossing Improvements
5. County-Wide RSEP Schedule
6. Questions/Comments

Program Overview

2016

Countywide Goods Movements Plan Adopted

2018

Rail Strategy Study At-Grade Prioritization Framework Adopted

2019

Federal Railroad Administration Identifies Alameda County as 4th Highest County in Nation with Injuries

2020

RSEP Split into Phases – Phase A Pre-Construction Work Begins

2023

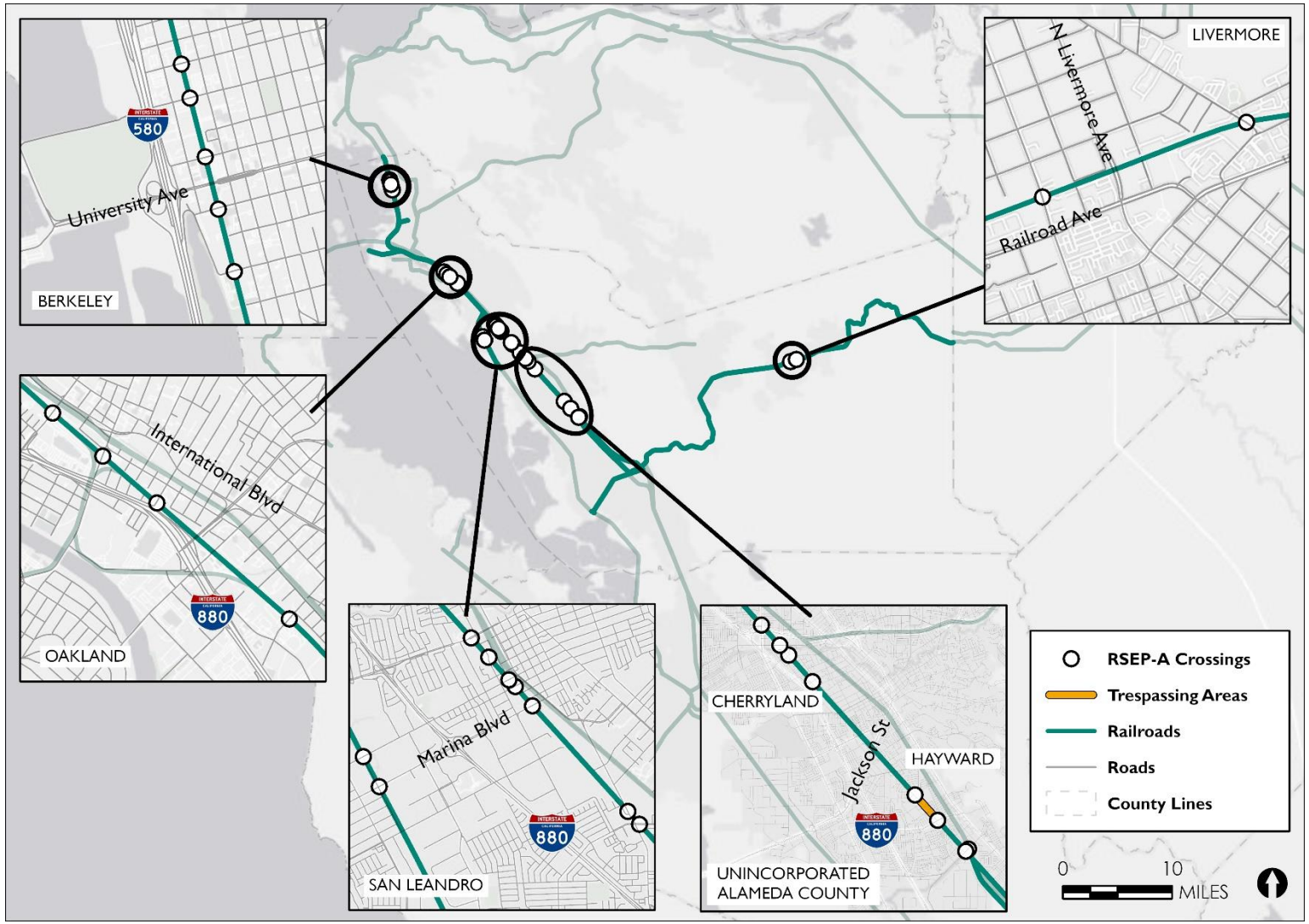
CEQA Completed

Program Overview

Enhancements to 27 crossings and two trespass areas

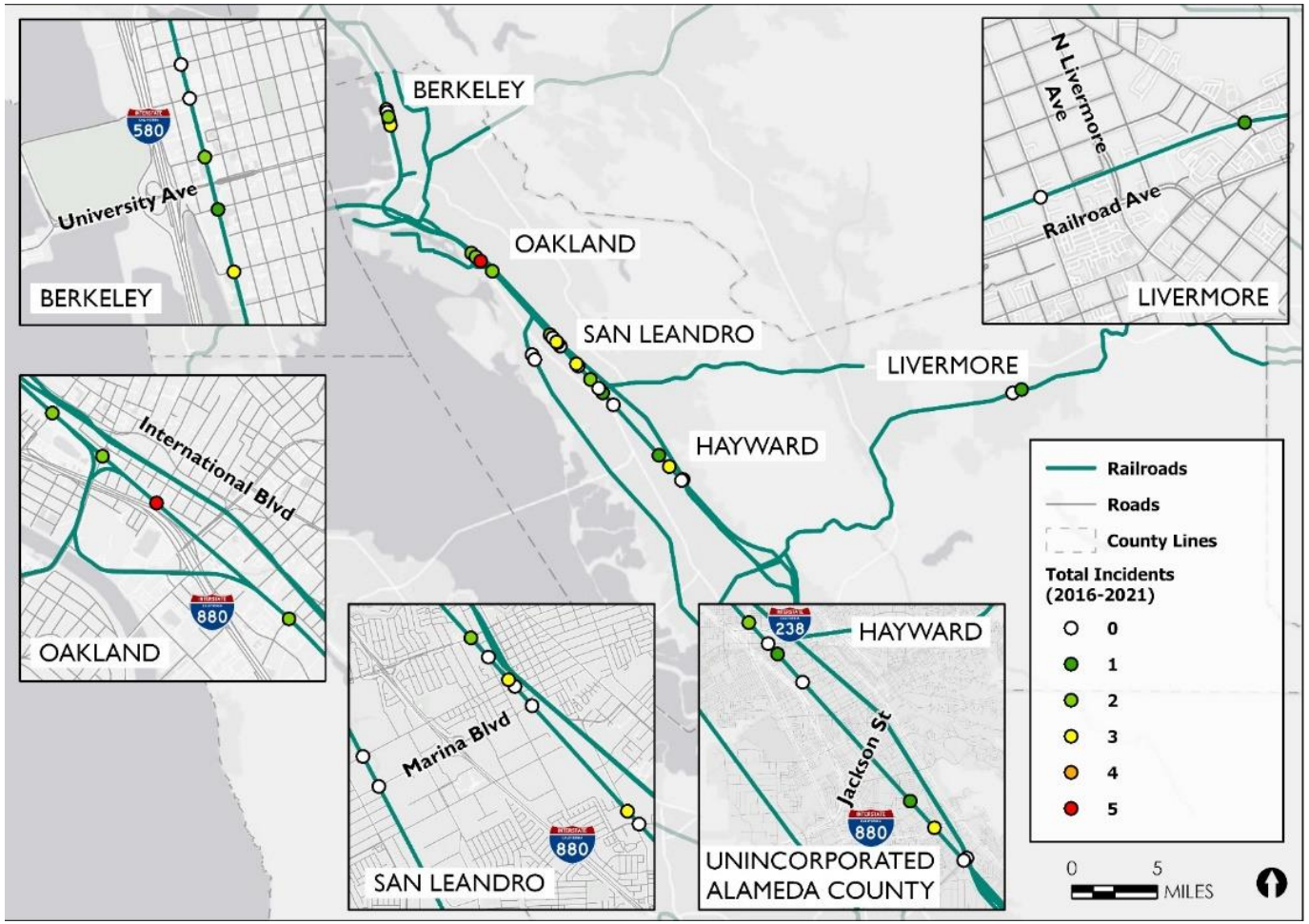
Project Partners

Project Stakeholders



Project Need

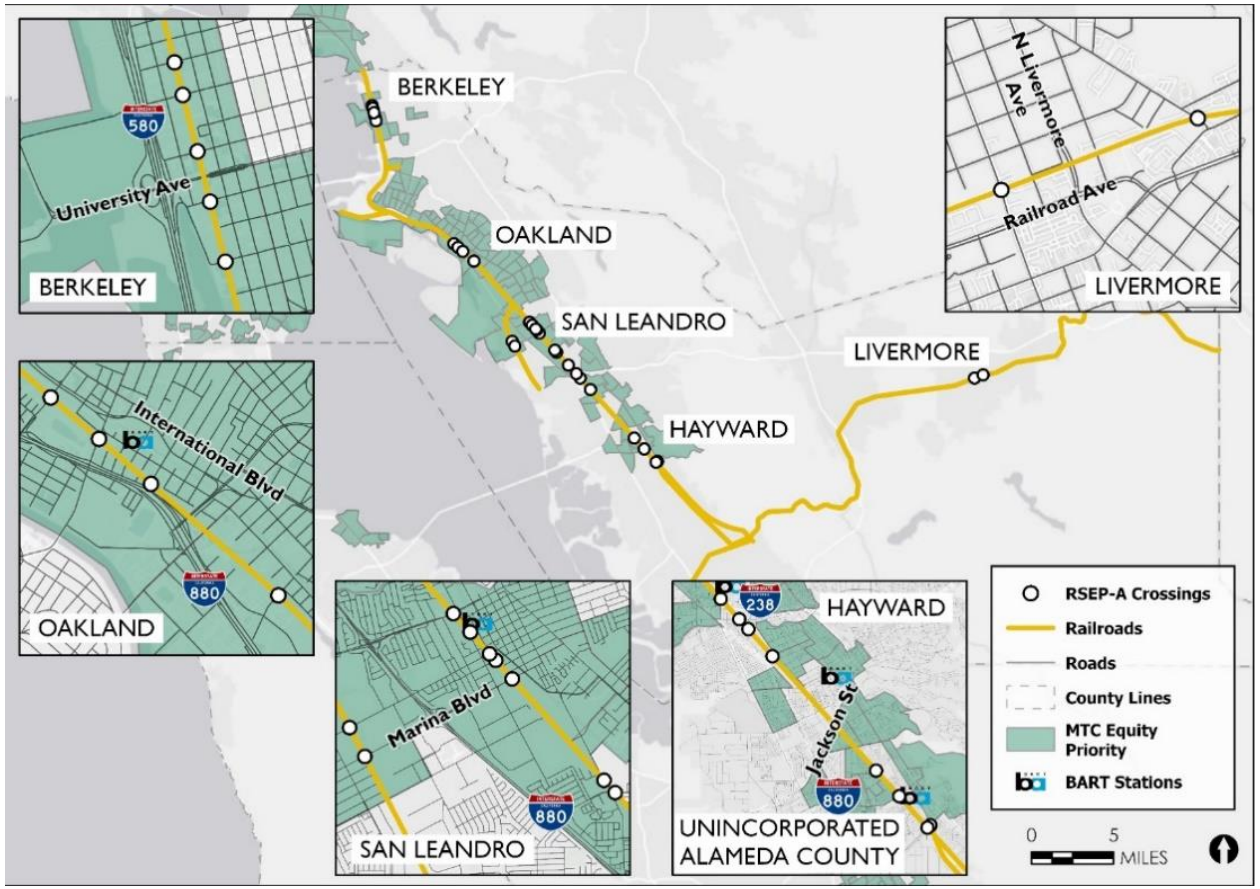
- Crossing Safety (2016-2021)
  - Overall RSEP: 28 incidents, resulting in 17 fatalities and 12 injuries.
  - In Berkeley: 5 incidents, resulting in 5 fatalities and 5 injuries.
- Additional Incidents (2022-2023)
  - Overall RSEP: 12 incidents, resulting in 3 fatalities and 6 injuries.
  - In Berkeley: 3 incidents, resulting in 1 fatality



Total Incidents Map
(2016-2021)

Project Benefits

- Improves pedestrian and vehicle user safety
- Increases reliability and efficiency of goods movement
- Real affect on Highest Equity Priority Communities (EPCs)
- Eliminates barriers to walking and encourages mode shifts from trucks to rail and cars to active transportation (walk and bike)



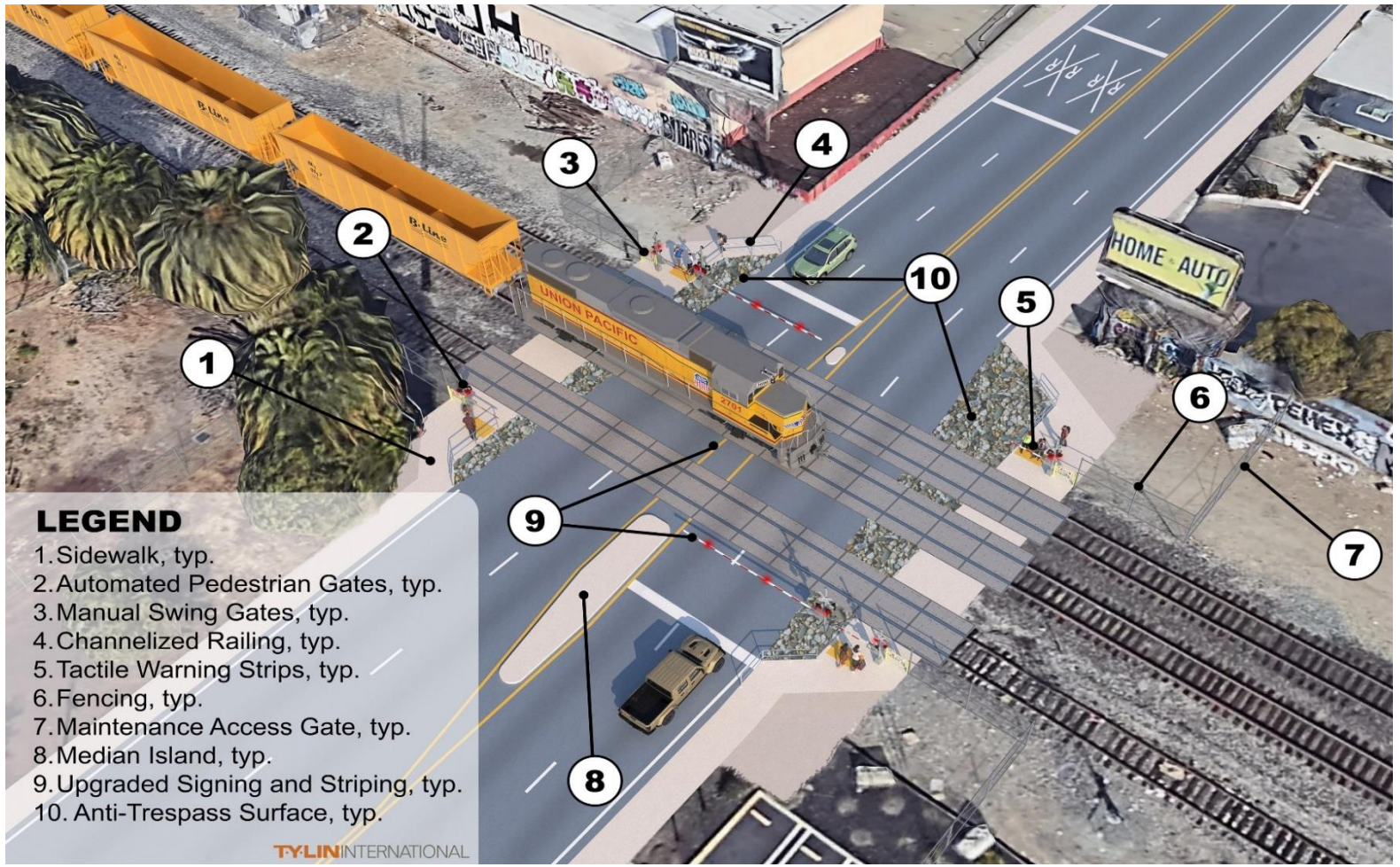
EPC Map

Berkeley TIC and Public Engagement

- March 28, 2023 – Virtual public hearing for Hearst Avenue and Virginia Street (30-day public comment period)
- April 13, 2023 – Virtual public hearing for Addison Street, Cedar Street, and Bancroft Way (30-day public comment period)
- April 20, 2023 – In-person informational presentation to City of Berkeley Transportation and Infrastructure Commission (TIC)
- May 22, 2024 – Virtual Public Information Meeting (14-day public comment period)
- June 20, 2024 – In-person presentation to City of Berkeley TIC (Today's Item)

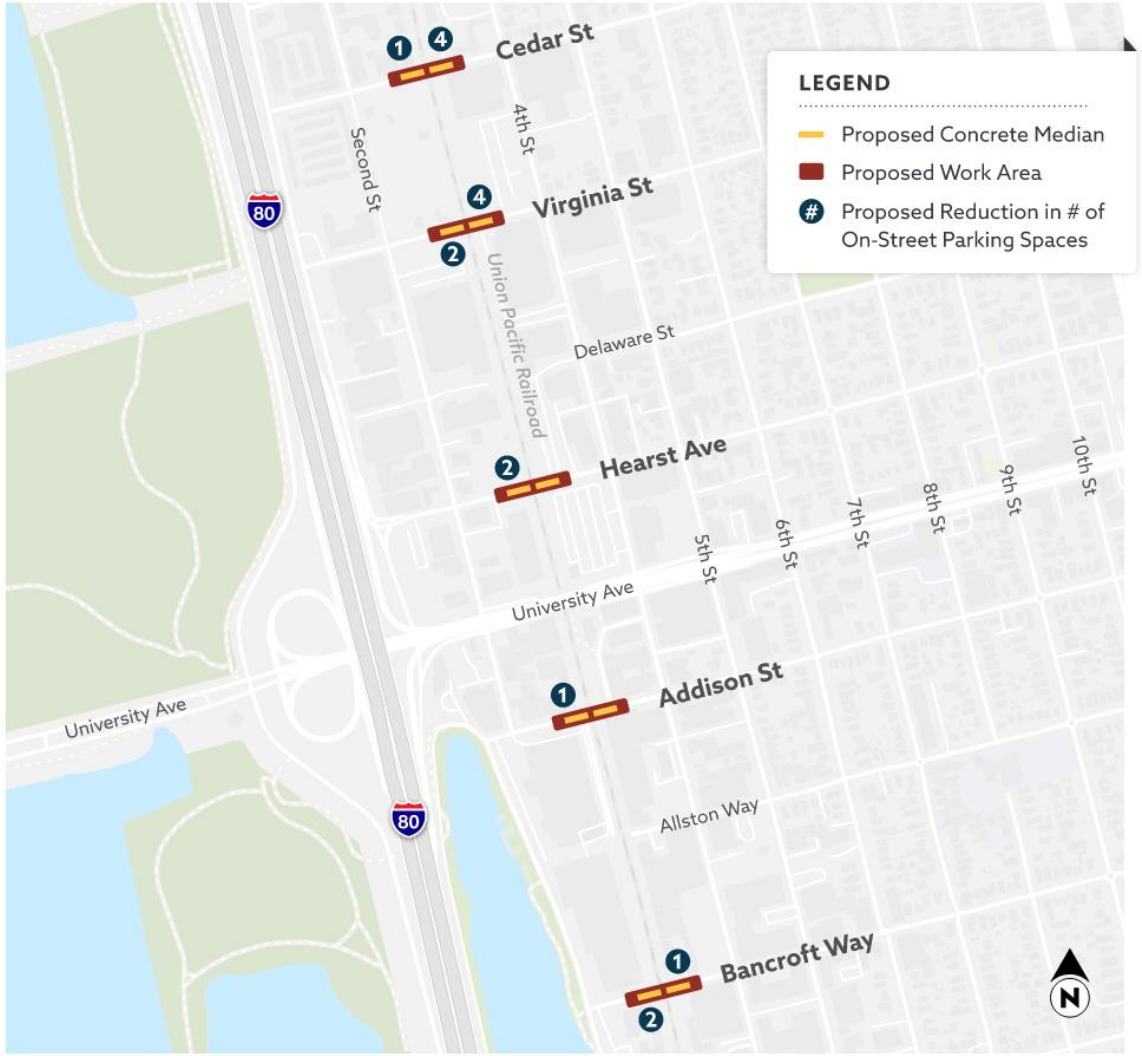
Typical Crossing Improvements

- Full Pedestrian Treatments
  - Sidewalks through the Crossings
  - Automated Gate Arms
  - Emergency Exit Gates
  - Channelization / Railing
  - Crossing Panels
  - Anti-Trespass Fencing
- Roadway Treatments
  - Signing and Striping
  - Automated Gate Arms
  - Median Islands
  - Lighting
  - Parking Restrictions
  - Curb Bulbouts



Crossing Improvements in Berkeley

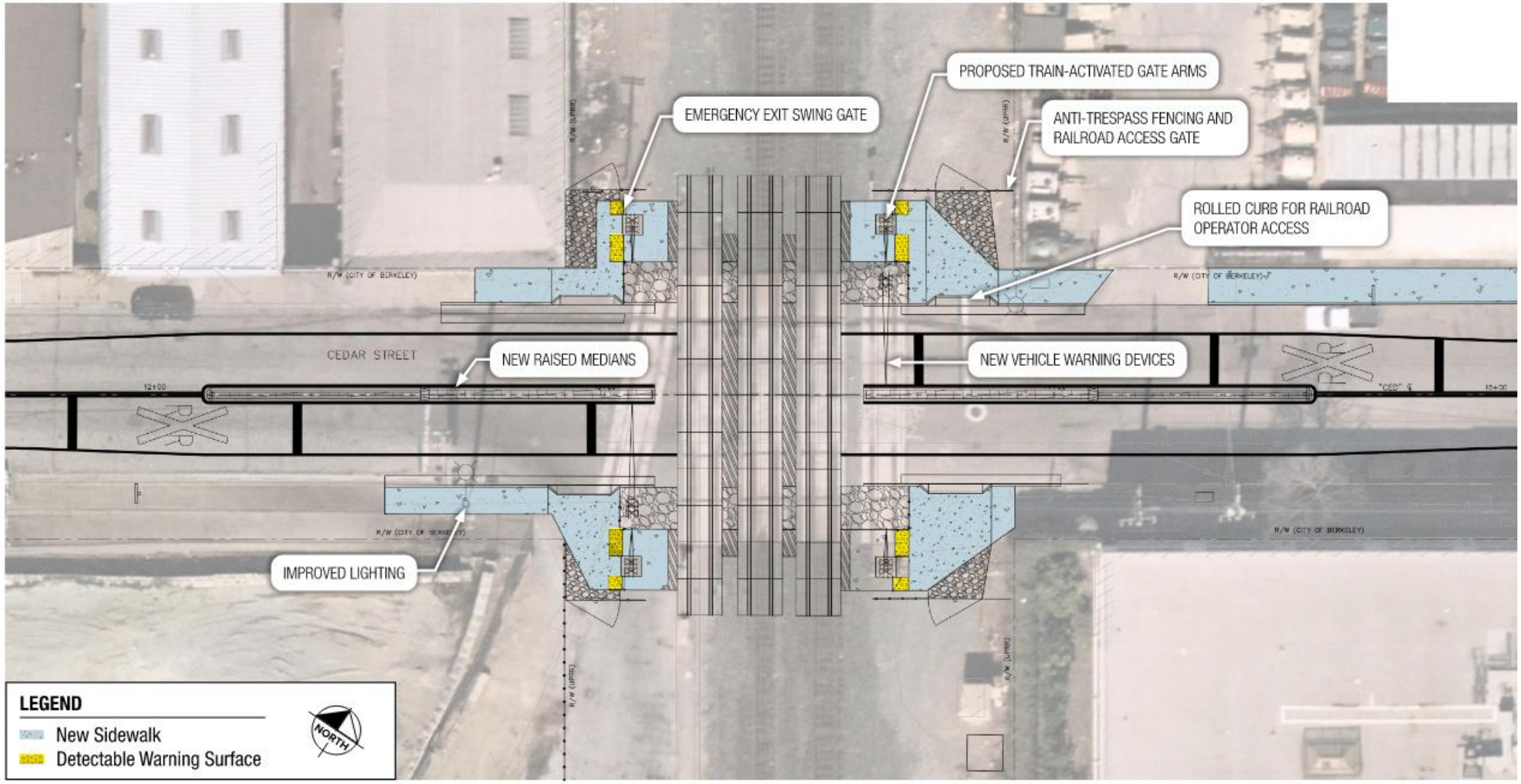
- Improvements developed by Field Diagnostic Meetings with the City of Berkeley, California Public Utilities Commission, Union Pacific Railroad, and Alameda CTC
- 5 Crossings (between 2nd Street and 4th Street):
  - Cedar Street
  - Virginia Street
  - Hearst Avenue
  - Addison Street
  - Bancroft Way



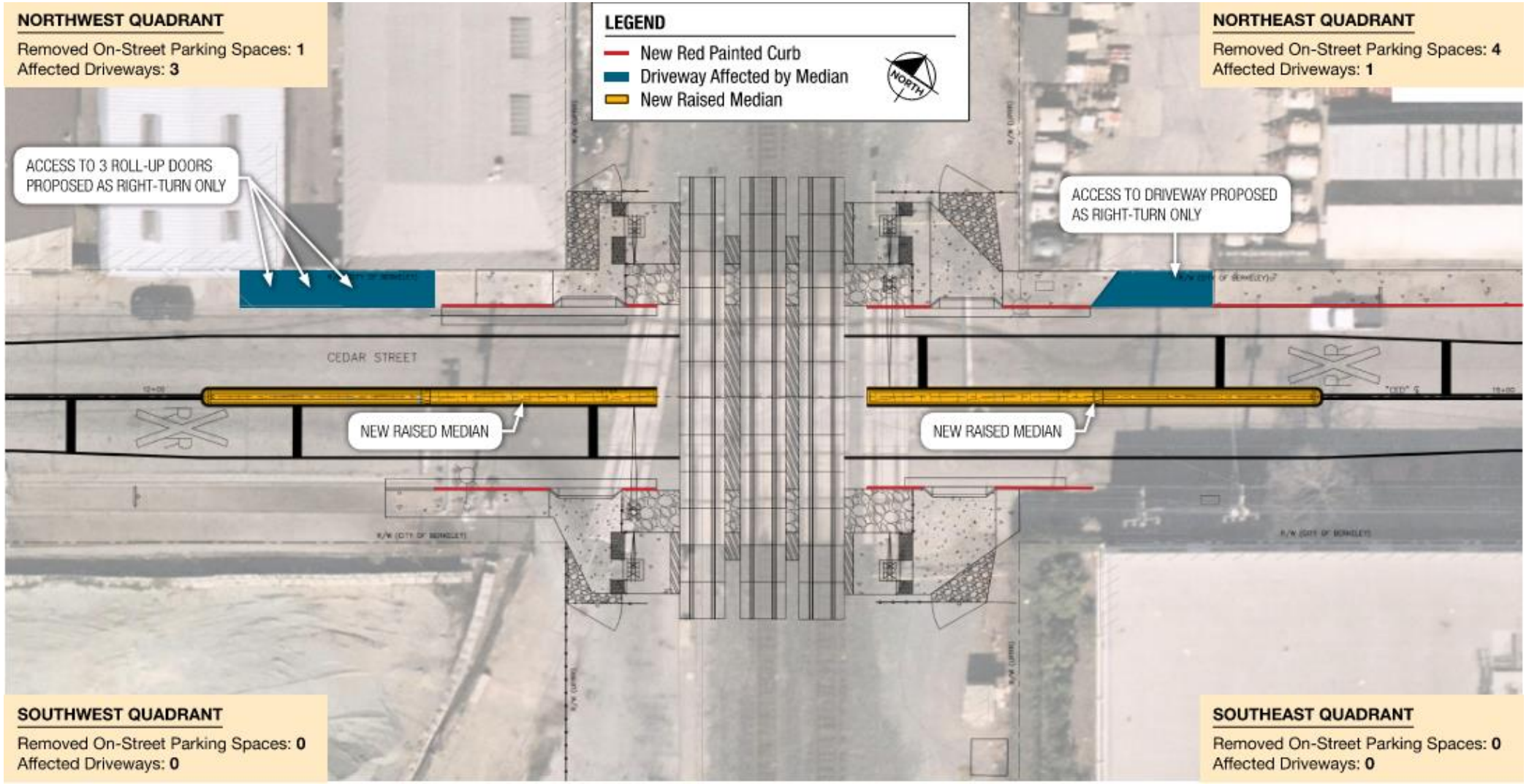
Crossing Improvements in Berkeley

Crossing Feature	Cedar Street	Virginia Street	Hearst Avenue	Addison Street	Bancroft Way
Pedestrian Treatments					
Sidewalks through the Crossing	X	X	X	X	X
Automated Gate Arms / Swing Gates	X	X	X	X	X
Channelization Fencing/Railing	X	X	X	X	X
Concrete Panels	X	X	X	X	X
Anti-Trespass Fencing	X	X	X	X	X
Roadway Treatments					
Signing and Striping	X	X	X	X	X
Median Islands	X	X	X	X	X
Lighting	X	X	-	X	X
Parking Restrictions	X	X	X	X	X
Curb Bulbouts	-	X	X	-	-

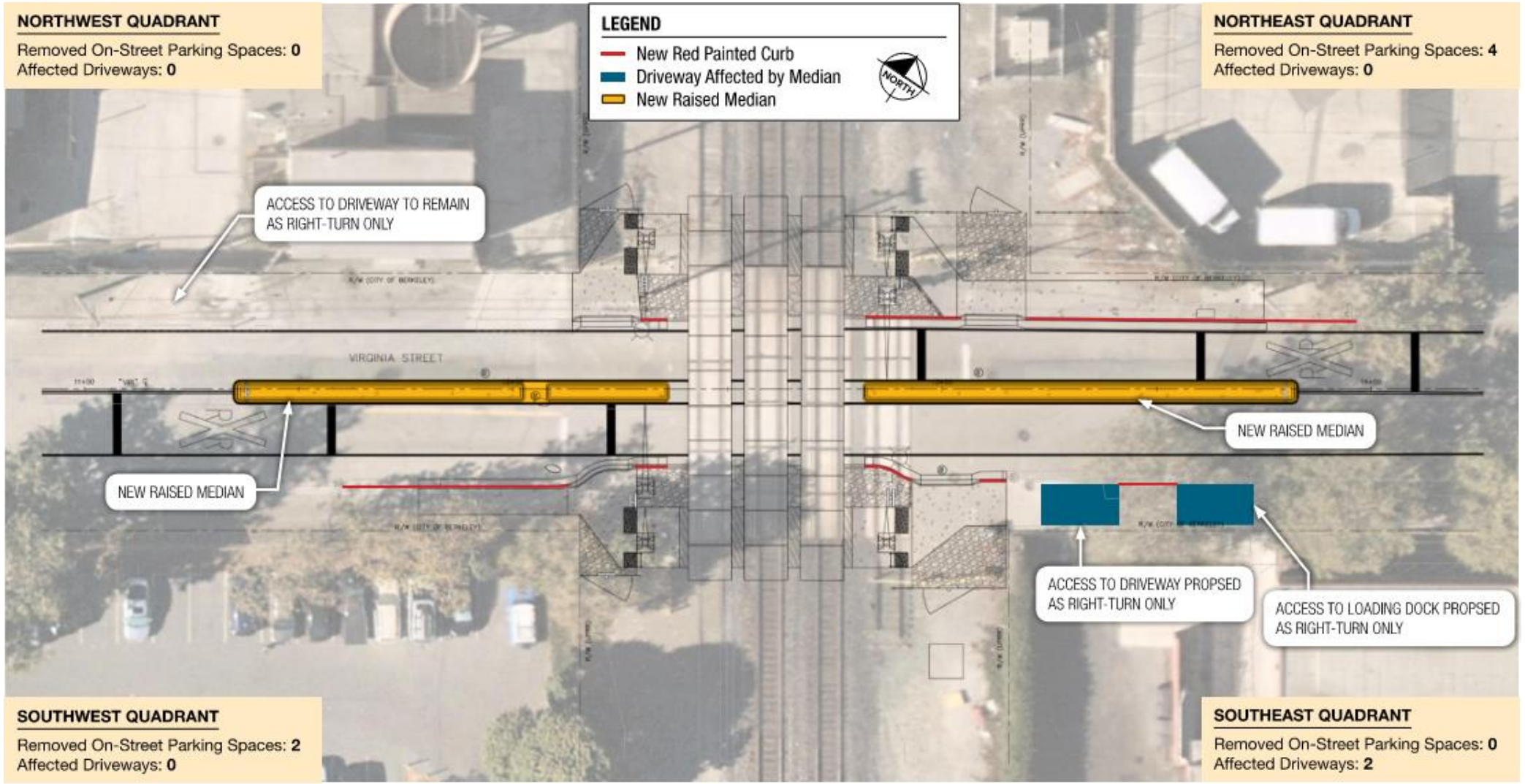
Crossing Improvements in Berkeley



On-Street Parking and Driveways Access:
Cedar Street

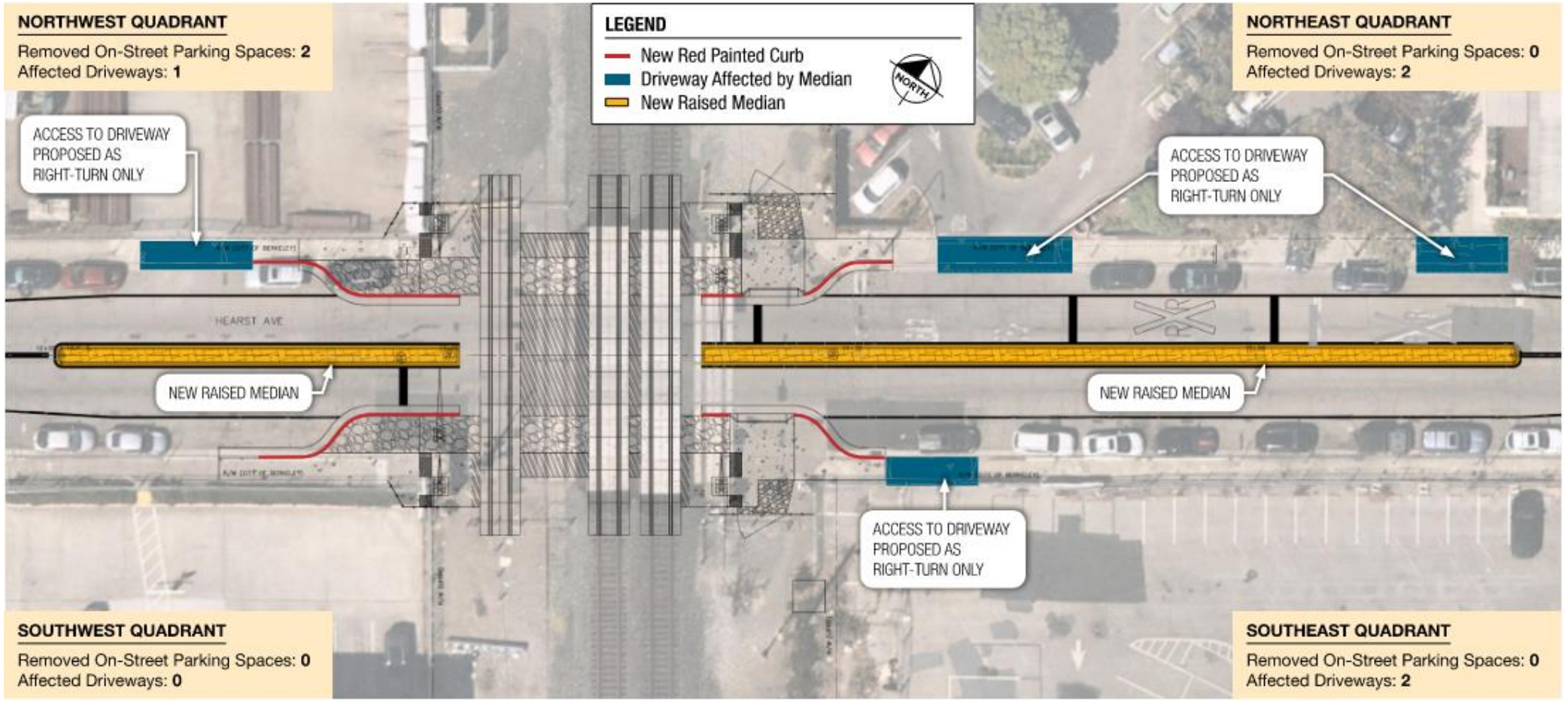


On-Street Parking and Driveways Access:
Virginia Street

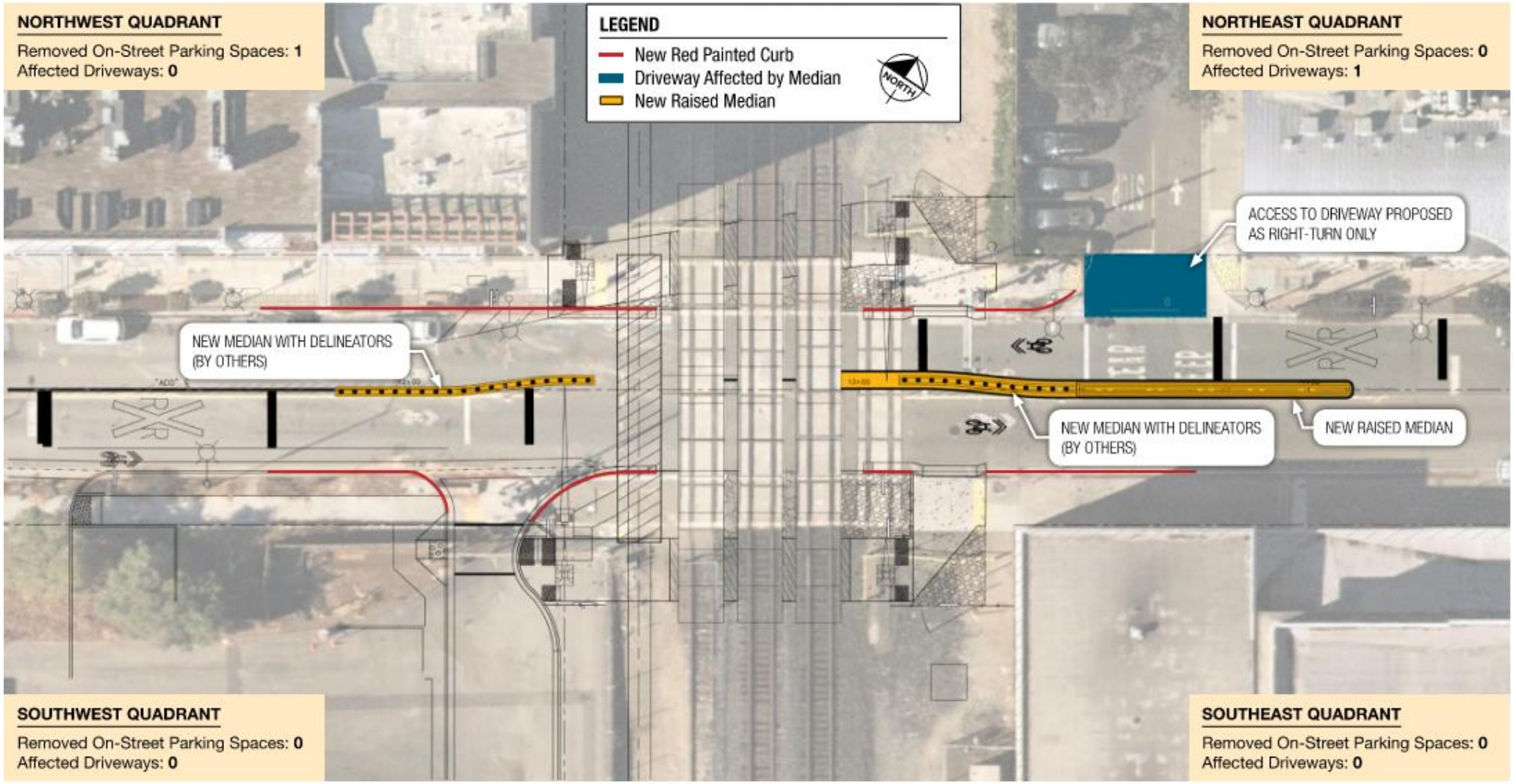


On-Street Parking and Driveways Access:

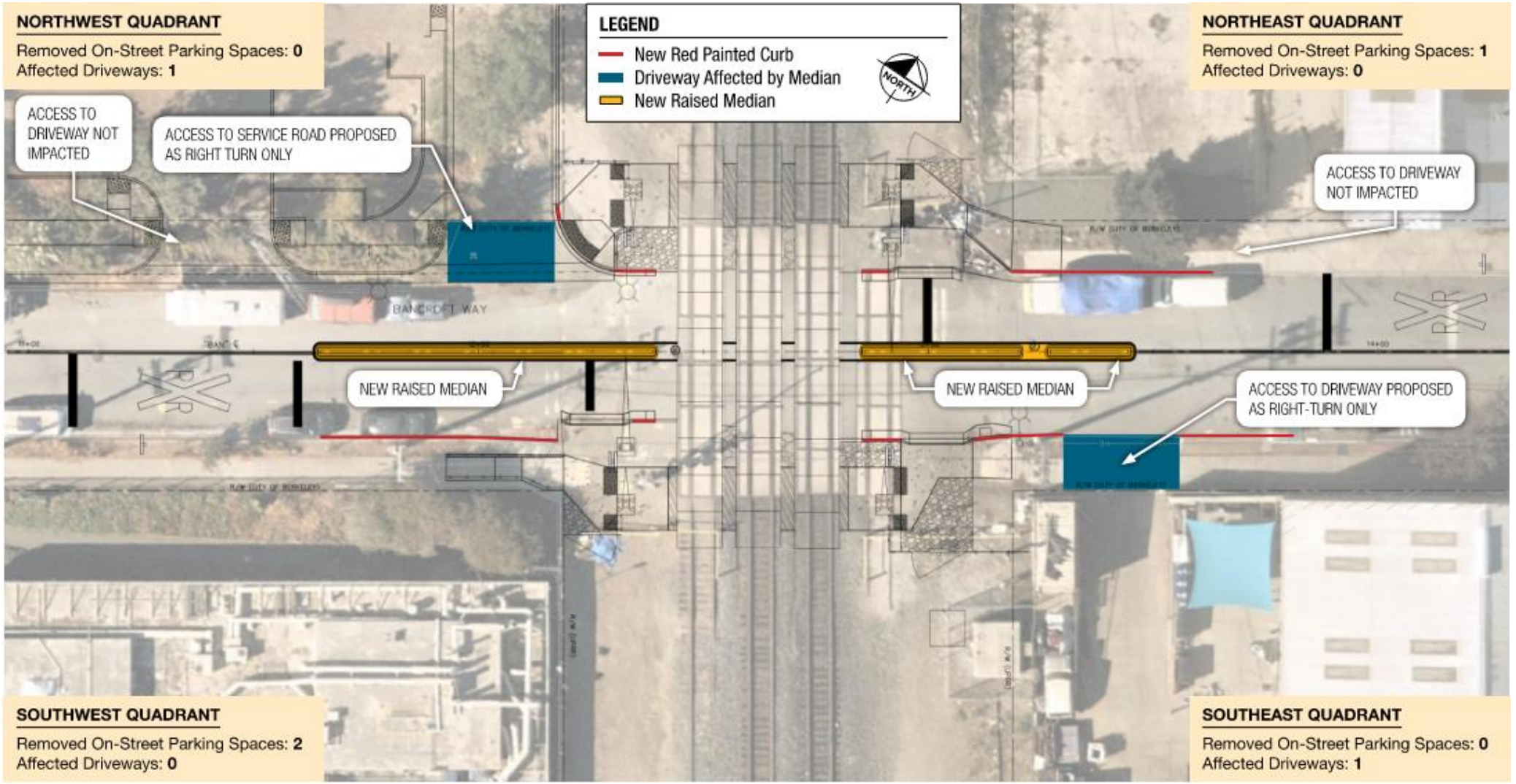
Hearst Avenue



On-Street Parking and Driveways Access:
Addison Street



On-Street Parking and Driveways Access:
Bancroft Way



County-Wide RSEP Schedule

Conceptual Design	Environmental Clearance	Final Design	Right-of-Way	Advertise / Award	Construction
✓ Complete	CEQA – Complete NEPA – Fall 2024	Summer 2023 – Late 2025	Summer 2023 – Late 2025	Spring 2026	Beginning Summer 2026*

*Construction schedule in Berkeley to be determined in coordination with UPRR forces and the City of Berkeley.

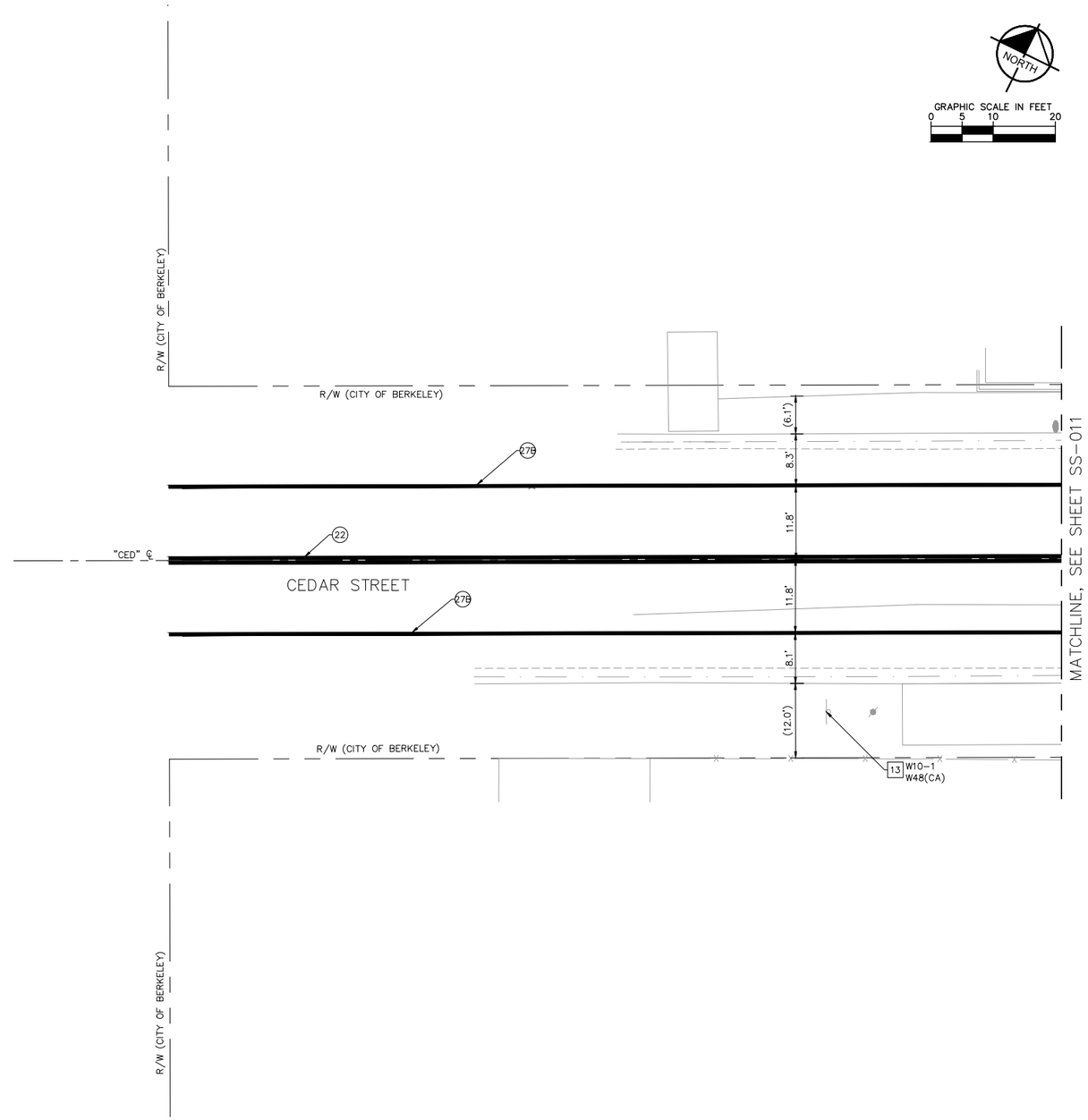
Recommended Action

- Staff requests that the TIC supports the project and allow the project to proceed with completing the final design.

Comments/Questions

For more information, please visit Alameda CTC's RSEP Website at:

https://www.alamedactc.org/programs-projects/transit-and-rail/rail-safety-enhancement-program



GENERAL NOTES

1. SEE LAYOUT PLANS FOR CIVIL IMPROVEMENTS.
2. CONTRACTOR TO REMOVE ALL CONFLICTING STRIPING.

LEGEND

- NEW SIGN
- EXISTING SIGN
- (R) REMOVE EXISTING MARKING BY GRINDING
- (#) INSTALL STRIPING DETAIL NUMBER "XX" PER CALTRANS 2018 STANDARDS PLANS

SIGNING AND STRIPING NOTES

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5. INSTALL WHITE PAVEMENT MARKING PER 2018 CALTRANS STANDARD PLANS. INSTALL CENTERED IN LANE UNLESS OTHERWISE NOTED.
6. INSTALL 50' OF RED CURB BEGINNING 10' FROM THE CENTERLINE OF NEAREST TRACK. QUANTITY OF PARKING STALLS REMOVED AS NOTED ON PLANS.
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14. REMOVE EXISTING SIGN(S) ON STREETLIGHT POLE.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY ONG, K		6/30/2023
DRAWN BY TANIKELLA, R		6/30/2023
CHECKED BY ABUSHABAN, M		6/30/2023
IN CHARGE MARSHALL, J		6/30/2023

NOT FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER MOHAMED OMAR ABUSHABAN No. C 87979 Exp. 06/30/24 CIVIL STATE OF CALIFORNIA

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
1300 CLAY STREET, STE 325
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JMA CIVIL
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(925) 400-4356

Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

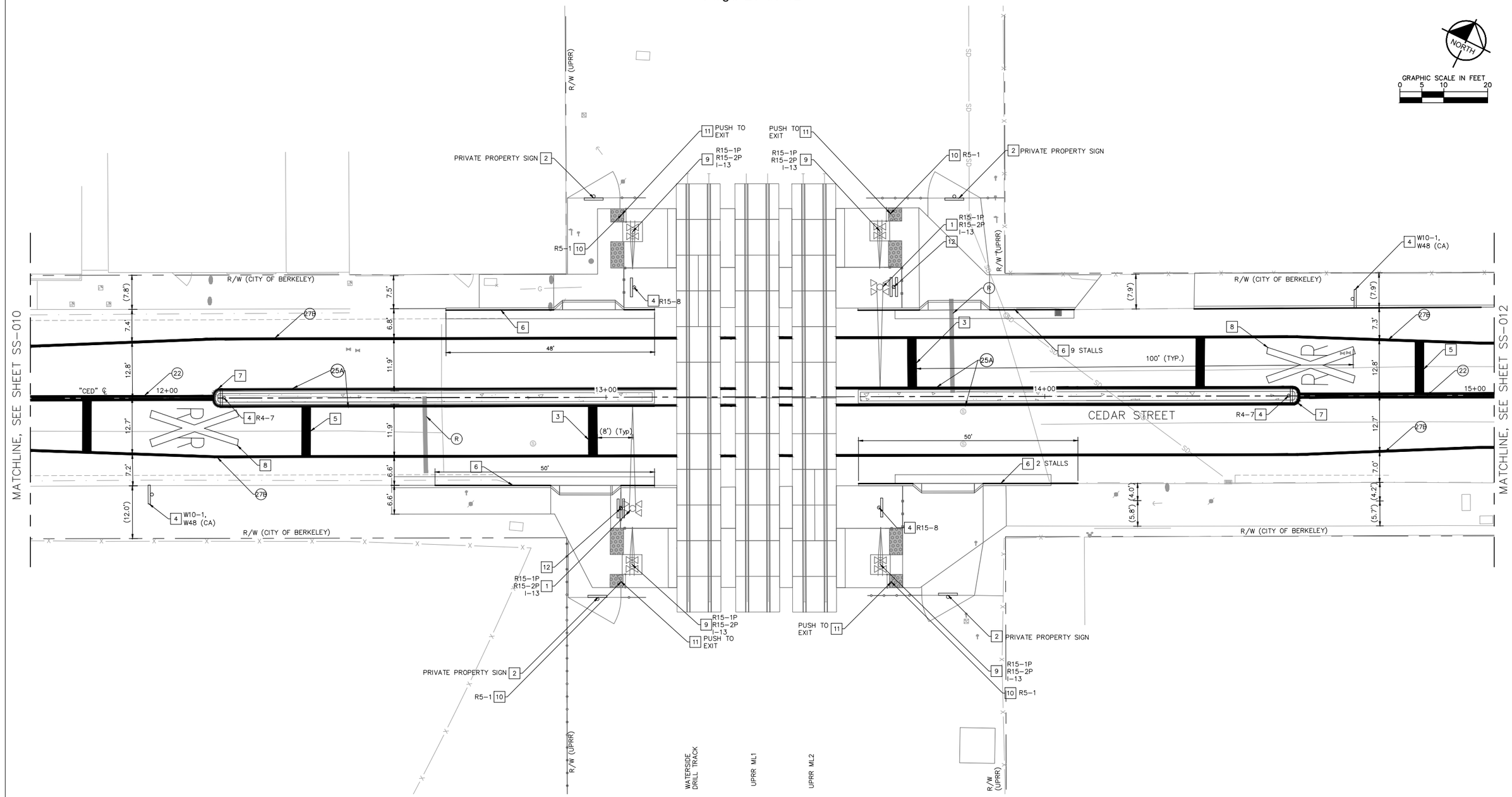
UPRR NILES SUB MP 15.29
BERKELEY, CA DOT# 751183T
CEDAR STREET AT-GRADE CROSSING

SIGNING AND STRIPING PLAN

DRAWING NO. SS-010

SHEET NO. 20

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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JUNE 2023
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95% DESIGN

NO	REVISION / SUBMISSION	DATE

		DATE
DESIGNED BY	ONG, K	6/30/2023
DRAWN BY	TANIKELLA, R	6/30/2023
CHECKED BY	ABUSHABAN, M	6/30/2023
IN CHARGE	MARSHALL, J	6/30/2023

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD ABUSHABAN — No. C 79751 — CIVIL — STATE OF CALIFORNIA — 06/30/23 — NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
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ALAMEDA County Transportation Commission
Alameda County Transportation Commission
1111 BROADWAY #800, OAKLAND, CA 94607

RAIL SAFETY ENHANCEMENT PROGRAM

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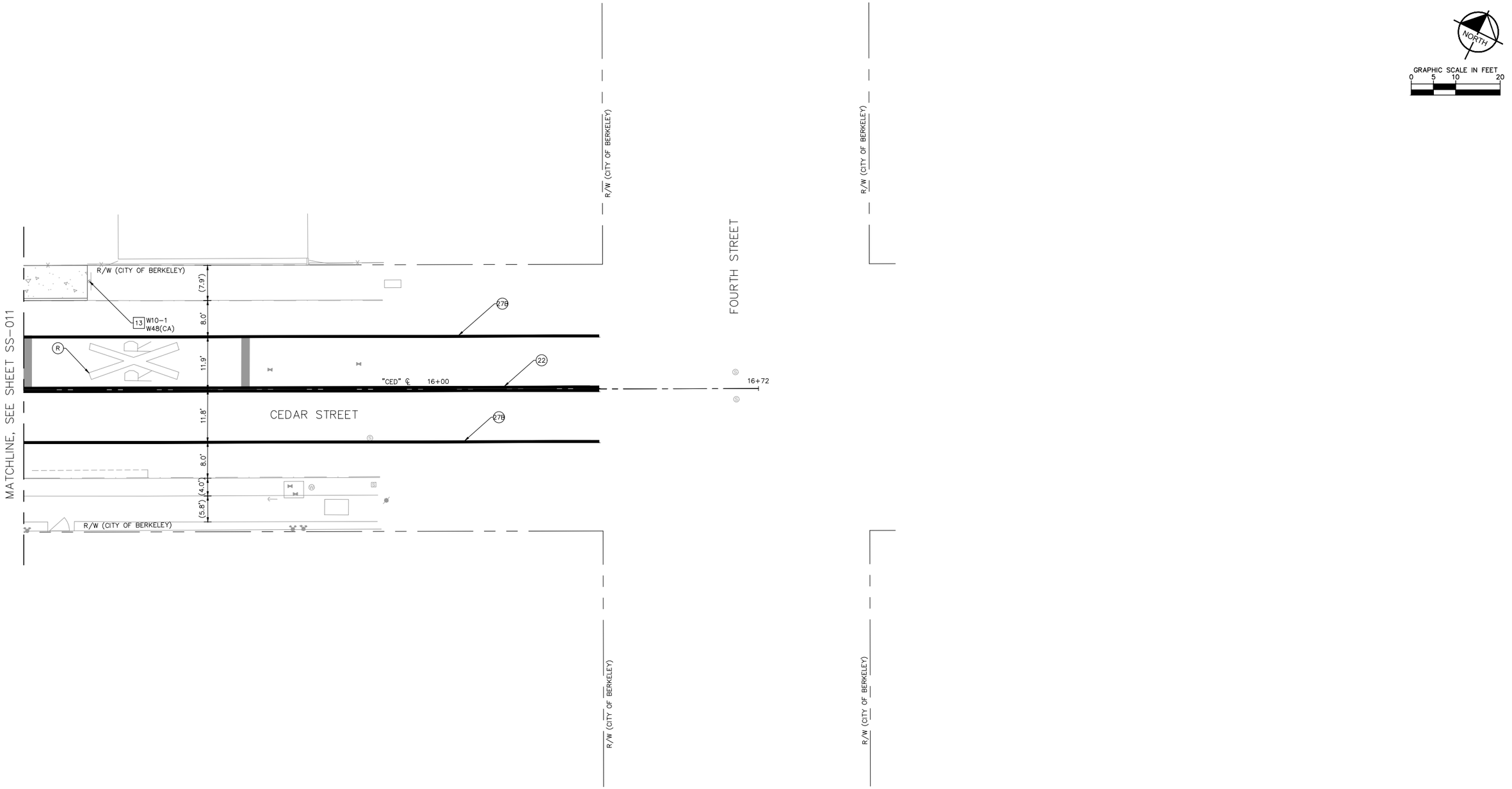
BERKELEY, CA DOT# 751183T
CEDAR STREET AT-GRADE CROSSING

SIGNING AND STRIPING PLAN

DRAWING NO. SS-011

SHEET NO. 21

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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JUNE 2023
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DESIGNED BY	ONG, K	6/30/2023
DRAWN BY	TANIKELLA, R	6/30/2023
CHECKED BY	ABUSHABAN, M	6/30/2023
IN CHARGE	MARSHALL, J	6/30/2023

NOT FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER
MOHAMED ABUSHABAN
No. C 79751
CIVIL
STATE OF CALIFORNIA

SCALE
HORIZONTAL
1" = 10'
VERTICAL
N/A

Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
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JMA CIVIL
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OAKLAND, CA 94607
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Alameda County Transportation Commission
1111 BROADWAY #800, OAKLAND, CA 94607

RAIL SAFETY ENHANCEMENT PROGRAM

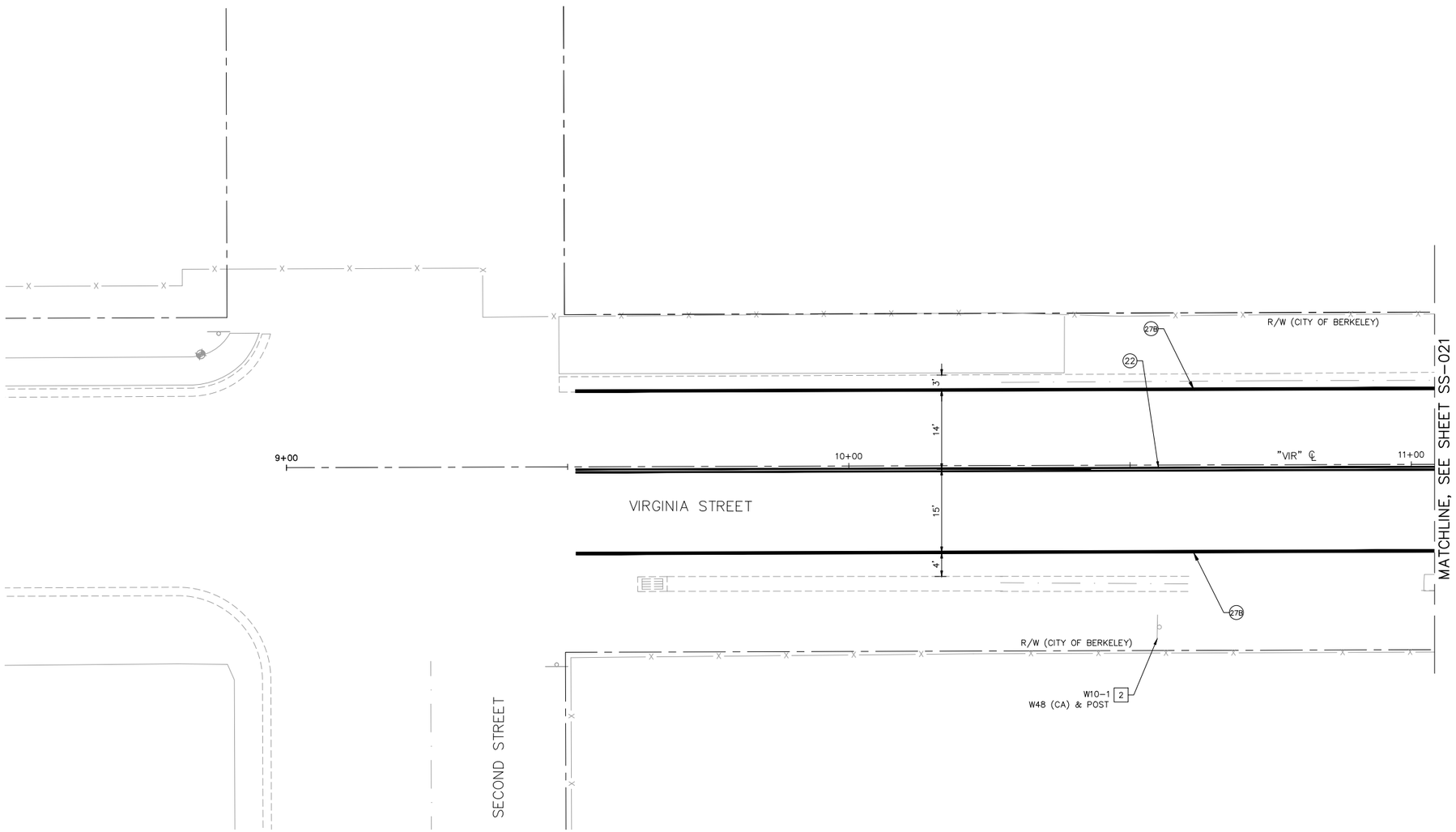
UPRR NILES SUB MP 15.29
BERKELEY, CA DOT# 751183T
CEDAR STREET AT-GRADE CROSSING

SIGNING AND STRIPING PLAN

DRAWING NO.
SS-012

SHEET NO.
22

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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SIGNING AND STRIPING NOTES

- [2] REMOVE EXIST EQUIPMENT AS NOTED.
- [6] INSTALL RED CURB. QUANTITY OF PARKING SPACES REMOVED AS NOTED ON PLANS.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	WOOD, M.	6/30/2023
DRAWN BY	WOOD, M.	6/30/2023
CHECKED BY	JUMANAN, L.	6/30/2023
IN CHARGE	AGUIGUI, K.	6/30/2023

REGISTERED PROFESSIONAL ENGINEER — KEVIN O. AGUIGUI — No. C 58732 — 6/30/23 — CIVIL — STATE OF CALIFORNIA
NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

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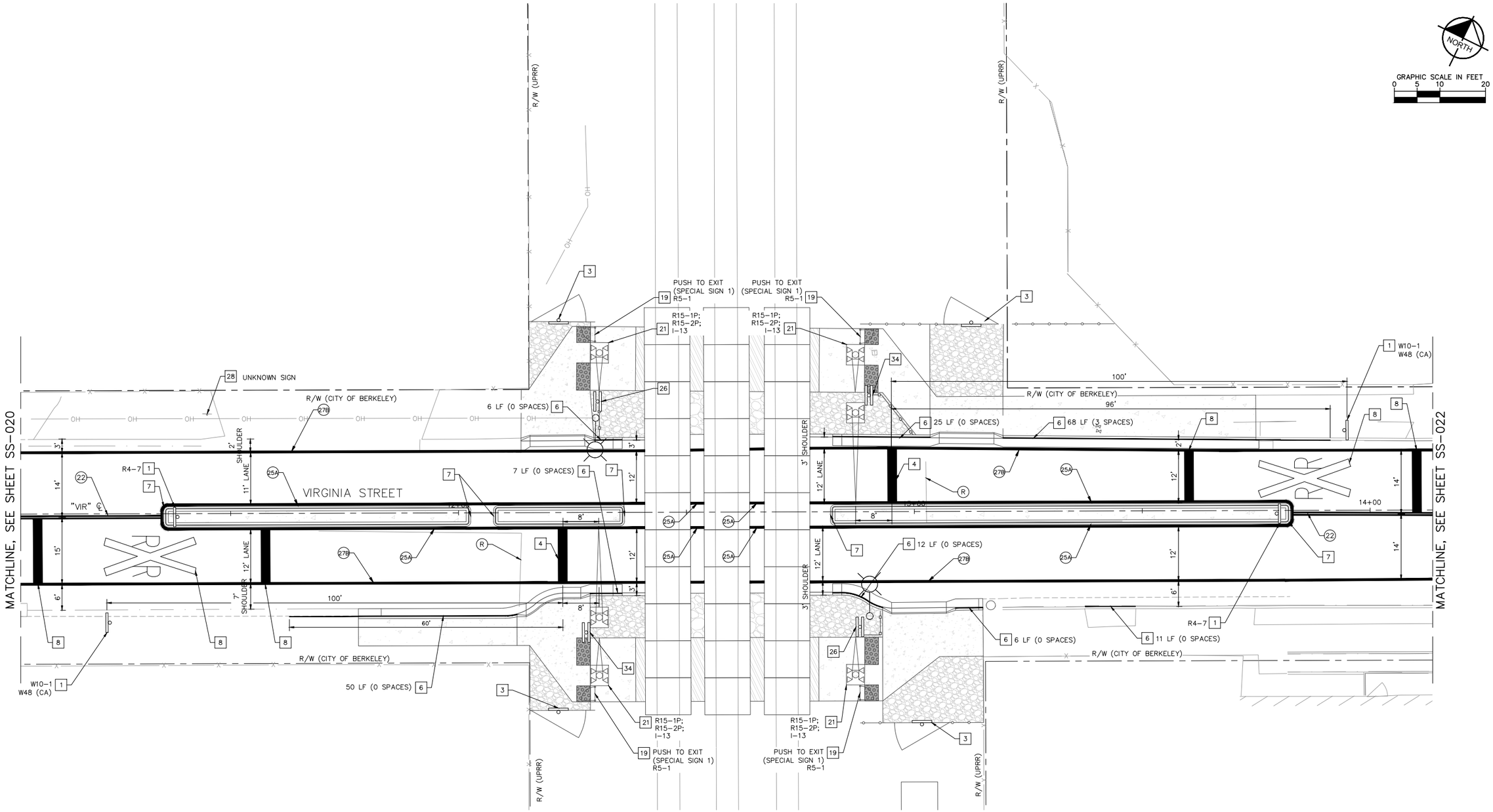
UPRR MARTINEZ SUB MP 6.55
BERKELEY, CA DOT# 751181E
VIRGINIA STREET AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO. SS-020
SHEET NO. 29

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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2. REMOVE EXIST EQUIPMENT AS NOTED.
3. INSTALL NEW UP PRIVATE PROPERTY SIGN ON GATE PER UNION PACIFIC RAILROAD ENGINEERING STANDARDS DRAWING 0528.
4. INSTALL 24" WHITE ADVANCED LIMIT LINE PER CALTRANS STANDARD PLAN A24G.
6. INSTALL RED CURB. QUANTITY OF PARKING SPACES REMOVED AS NOTED ON PLANS.
7. PAINT MEDIAN EDGE YELLOW AND INSTALL REFLECTIVE DELINEATORS.
8. INSTALL WHITE RXR PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24B.
19. INSTALL NEW SIGN(S) ON SWING GATES. MOUNT R5-1 ON PULL SIDE AND SPECIAL SIGN 1 ON PUSH SIDE.
21. INSTALL NEW SIGN(S) ON STANDARD ASSEMBLY NO. 9. SIGN(S). (BY UPRR FORCES)
26. INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST.
28. EXISTING SIGN TO REMAIN.
34. INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST. MOUNTING HEIGHT SHALL BE NO MORE THAN 5' FROM FG.

JUNE 2023
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95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	WOOD, M.	6/30/2023
DRAWN BY	WOOD, M.	6/30/2023
CHECKED BY	JUMANAN, L.	6/30/2023
IN CHARGE	AGUIGUI, K.	6/30/2023

NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
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OAKLAND, CA 94612
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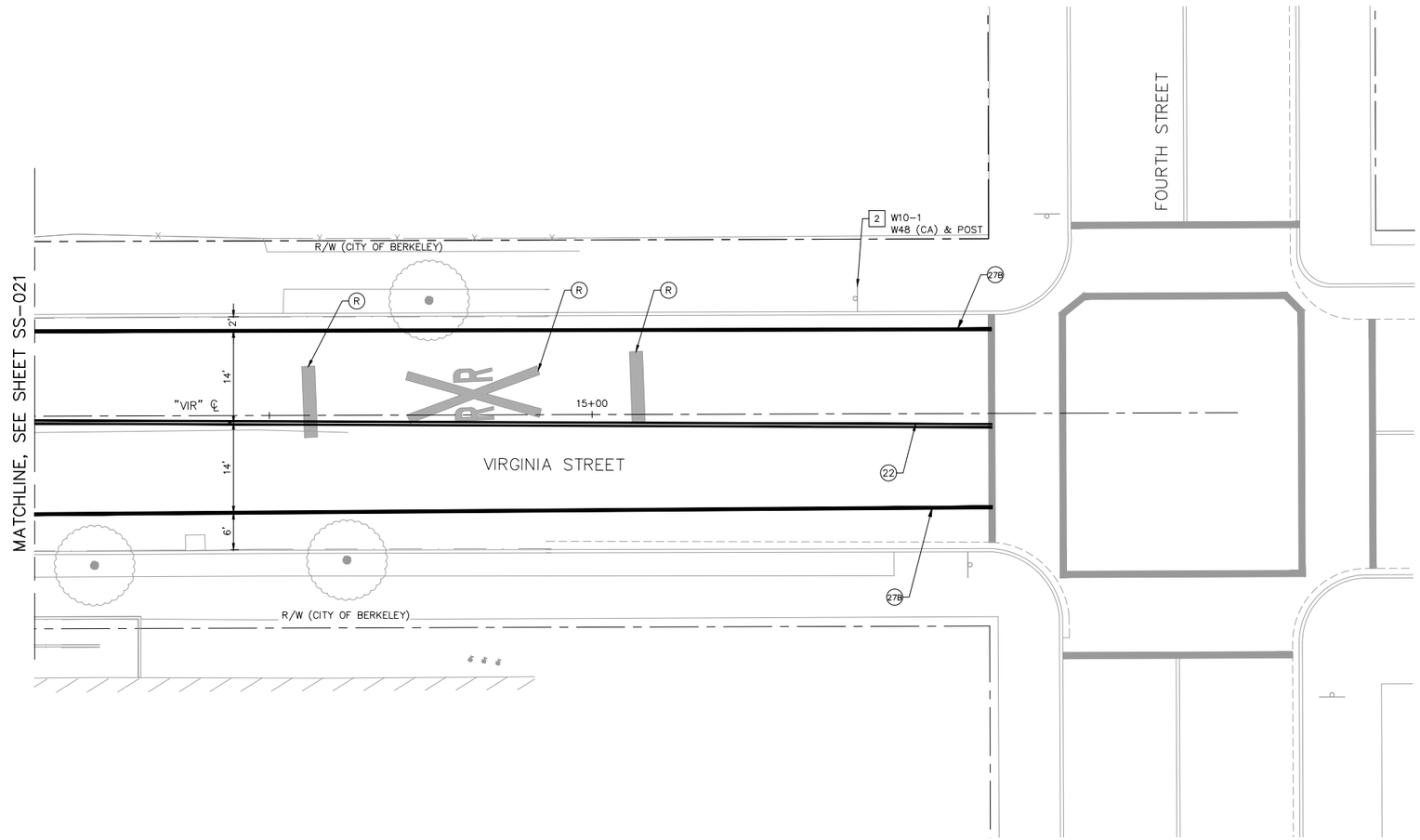
Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 6.55
BERKELEY, CA DOT# 751181E
VIRGINIA STREET AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO. SS-021
SHEET NO. 30

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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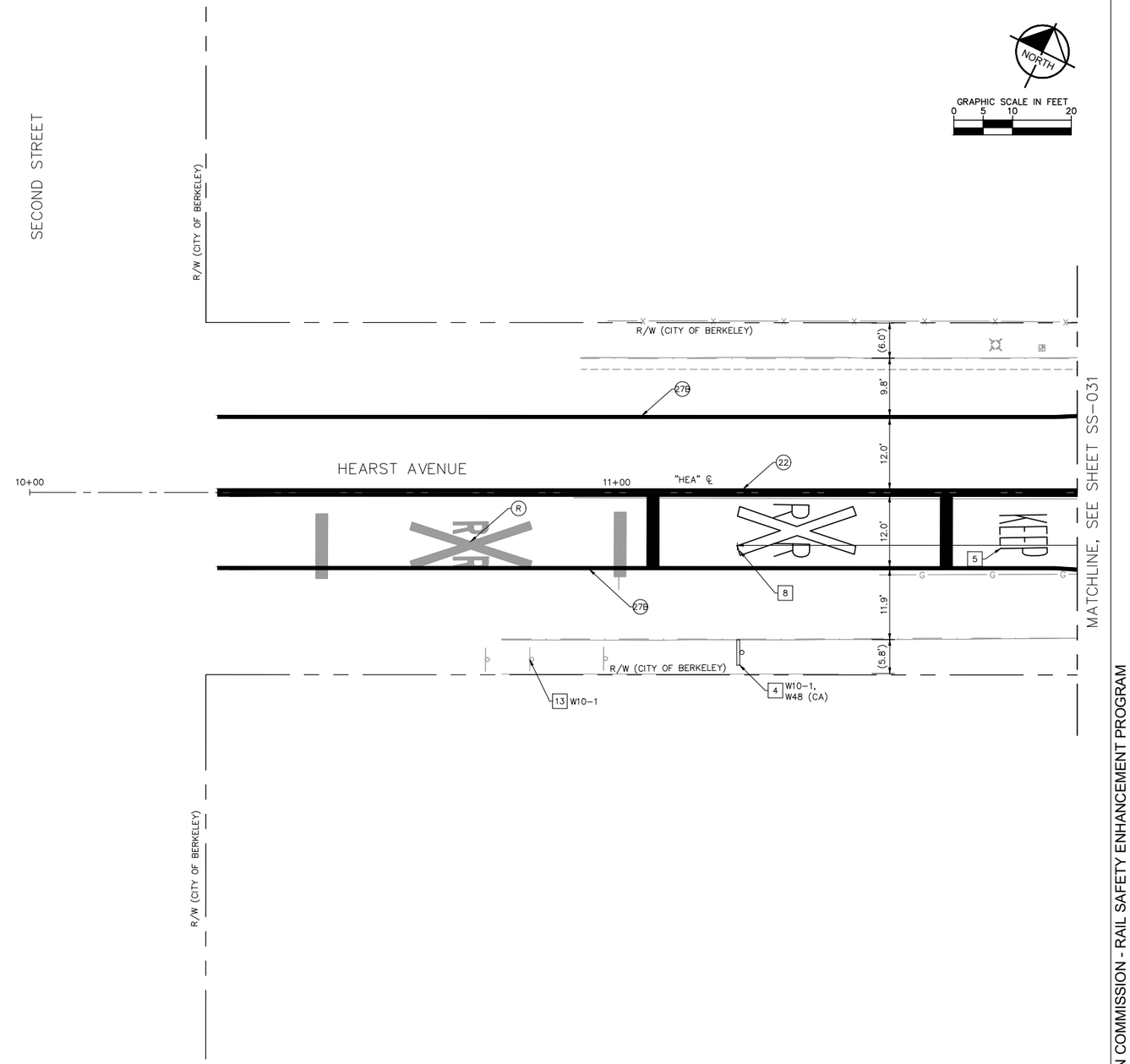
UPRR MARTINEZ SUB MP 6.55
BERKELEY, CA DOT# 751181E
VIRGINIA STREET AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO. SS-022
SHEET NO. 31

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



GENERAL NOTES

1. SEE LAYOUT PLANS FOR CIVIL IMPROVEMENTS.
2. CONTRACTOR TO REMOVE ALL CONFLICTING STRIPING.
3. SIGNS NOTED IN PLANS ARE PER CA MUTCD 2014 EDITION UNLESS OTHERWISE NOTED. A SIGN LEGEND FOR REFERENCE IS PROVIDED ON CD-020.

LEGEND

- NEW SIGN
- EXISTING SIGN
- (R) REMOVE EXISTING MARKING BY GRINDING
- (#) INSTALL STRIPING DETAIL NUMBER "XX" PER CALTRANS 2018 STANDARDS PLANS

SIGNING AND STRIPING NOTES

1. INSTALL NEW SIGN(S) MOUNTING ON CPUC NO.9. SIGN(S) AS NOTED ON PLANS.
2. INSTALL NEW SIGN(S) ON GATE. SIGN(S) AS NOTED ON PLANS.
3. INSTALL LIMIT LINE PER CALTRANS STANDARD PLAN A24G.
4. INSTALL NEW SIGN(S) ON NEW POST. SIGN(S) AS NOTED ON PLANS.
5. INSTALL WHITE PAVEMENT MARKING PER 2018 CALTRANS STANDARD PLANS. INSTALL CENTERED IN LANE UNLESS OTHERWISE NOTED.
6. INSTALL 50' OF RED CURB BEGINNING 10' FROM THE CENTERLINE OF NEAREST TRACK. QUANTITY OF PARKING STALLS REMOVED AS NOTED ON PLANS.
7. PAINT MEDIAN EDGE YELLOW AND INSTALL REFLECTIVE DELINEATORS.
8. INSTALL WHITE RXR PAVEMENT MARKING.
9. INSTALL NEW SIGN(S) MOUNTING ON CPUC NO.9. SIGN(S) AS NOTED ON PLANS.
10. INSTALL NEW SIGN(S) ON EMERGENCY EGRESS GATE FACING AWAY FROM THE TRACKS.
11. INSTALL SPECIAL SIGN PER DETAIL A ON CD-020 ON EGRESS GATE FACING TOWARDS THE TRACKS.
12. INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST. MOUNTING HEIGHT SHALL BE NO MORE THAN 5' FROM FG.
13. REMOVE EXISTING SIGN(S) AND POLE AS NOTED ON PLANS.
14. REMOVE EXISTING SIGN(S) ON STREETLIGHT POLE.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

		DATE
DESIGNED BY	ONG, K	6/30/2023
DRAWN BY	TANIKELLA, R	6/30/2023
CHECKED BY	ABUSHABAN, M	6/30/2023
IN CHARGE	MARSHALL, J	6/30/2023

NOT FOR CONSTRUCTION

SCALE	
HORIZONTAL	1" = 10'
VERTICAL	N/A

Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
(510) 625-0712

JMA CIVIL
383 4TH STREET, STE 201
OAKLAND, CA 94607
(925) 400-4356

Alameda County Transportation Commission
1111 BROADWAY #800, OAKLAND, CA 94607

RAIL SAFETY ENHANCEMENT PROGRAM

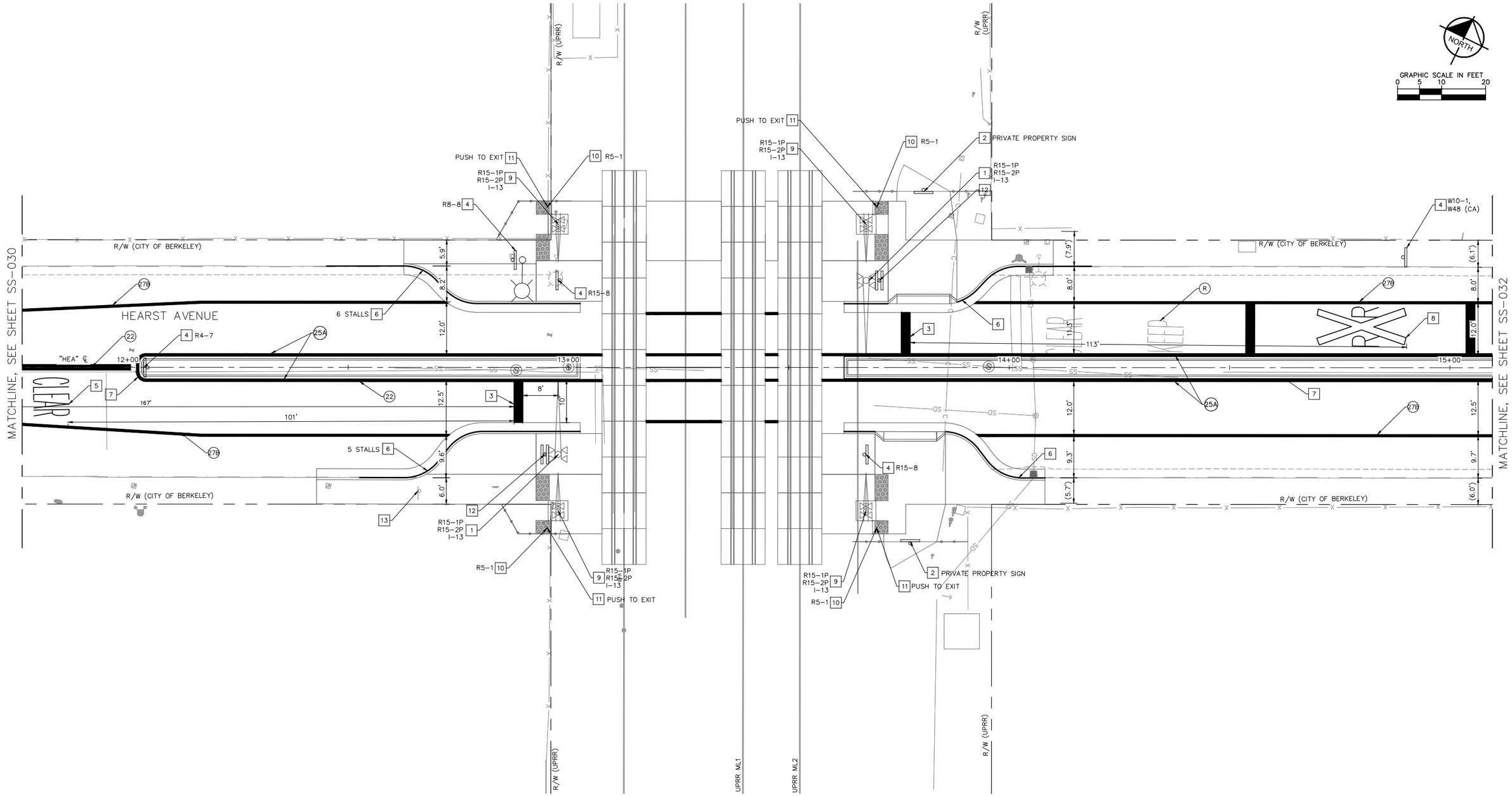
UPRR MARTINEZ SUB MP 6.33
BERKELEY, CA DOT# 751179D
HEARST AVENUE AT-GRADE CROSSING

SIGNING AND STRIPING PLAN

DRAWING NO. SS-030

SHEET NO. 39

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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LEGEND

- NEW SIGN
- EXISTING SIGN
- (R) REMOVE EXISTING MARKING BY GRINDING
- (#) INSTALL STRIPING DETAIL NUMBER "XX" PER CALTRANS 2018 STANDARDS PLANS

SIGNING AND STRIPING NOTES

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14. REMOVE EXISTING SIGN(S) ON STREETLIGHT POLE.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

		DATE
DESIGNED BY	ONG, K	6/30/2023
DRAWN BY	TANIKELLA, R	6/30/2023
CHECKED BY	ABUSHABAN, M	6/30/2023
IN CHARGE	MARSHALL, J	6/30/2023

REGISTERED PROFESSIONAL ENGINEER — MONAMEET SINGH ABUSHABAN — No. C 79759 — CIVIL — STATE OF CALIFORNIA — 06/30/24 — SIGNATURE NOT REQUIRED FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
(510) 625-0712

JMA CIVIL
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(925) 400-4356

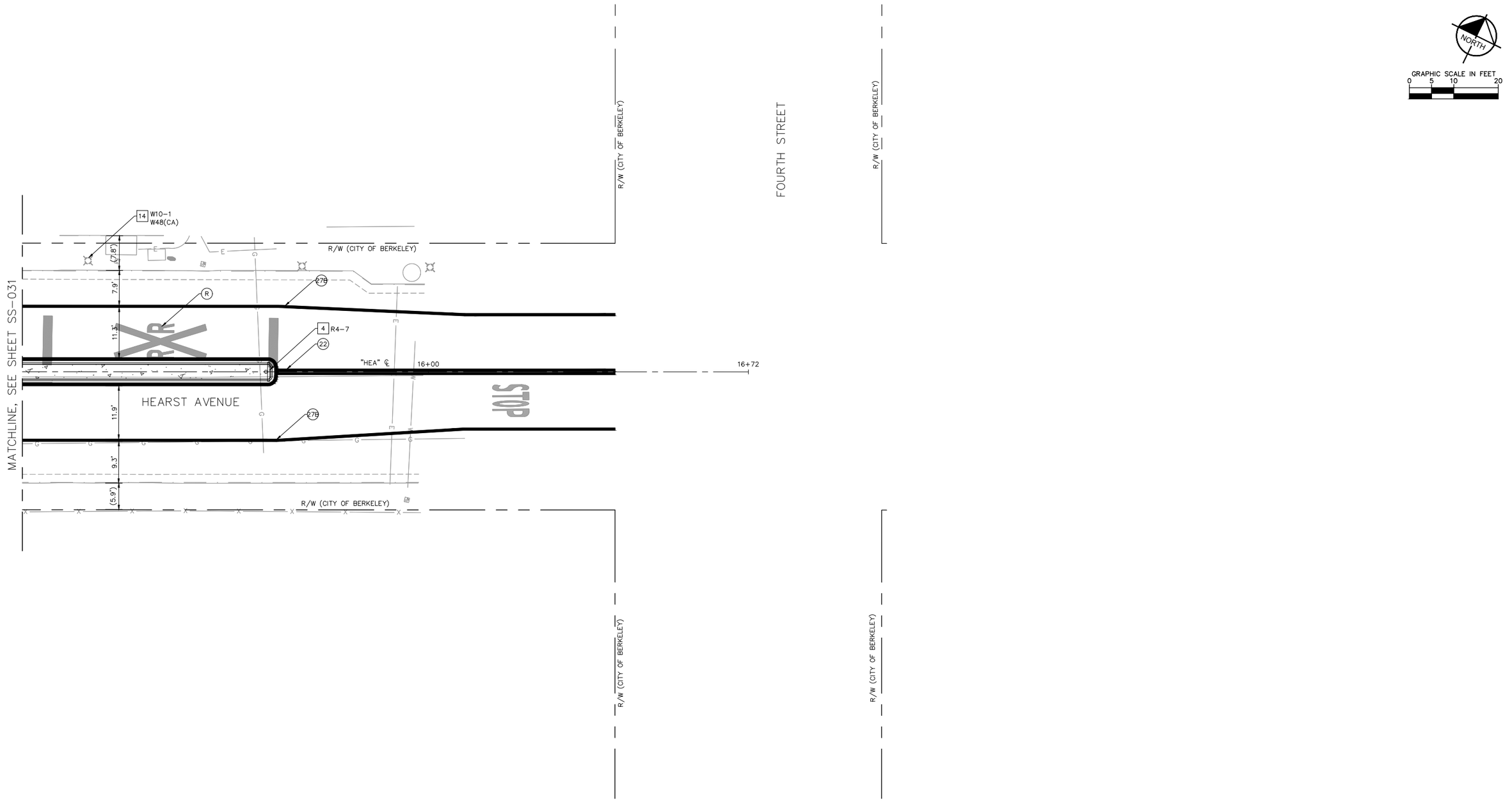
Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 6.33
BERKELEY, CA DOT# 751179D
HEARST AVENUE AT-GRADE CROSSING

SIGNING AND STRIPING PLANS

DRAWING NO. SS-031
SHEET NO. 40

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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LEGEND

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SIGNING AND STRIPING NOTES

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14. REMOVE EXISTING SIGN(S) ON STREETLIGHT POLE.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	ONG, K	6/30/2023
DRAWN BY	TANIKELLA, R	6/30/2023
CHECKED BY	ABUSHABAN, M	6/30/2023
IN CHARGE	MARSHALL, J	6/30/2023

REGISTERED PROFESSIONAL ENGINEER — MICHAEL ABUSHABAN — No. C79751 — CIVIL — STATE OF CALIFORNIA — 06/30/24 — NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
(510) 625-0712

JMA CIVIL
383 4TH STREET, STE 201
OAKLAND, CA 94607
(925) 400-4356

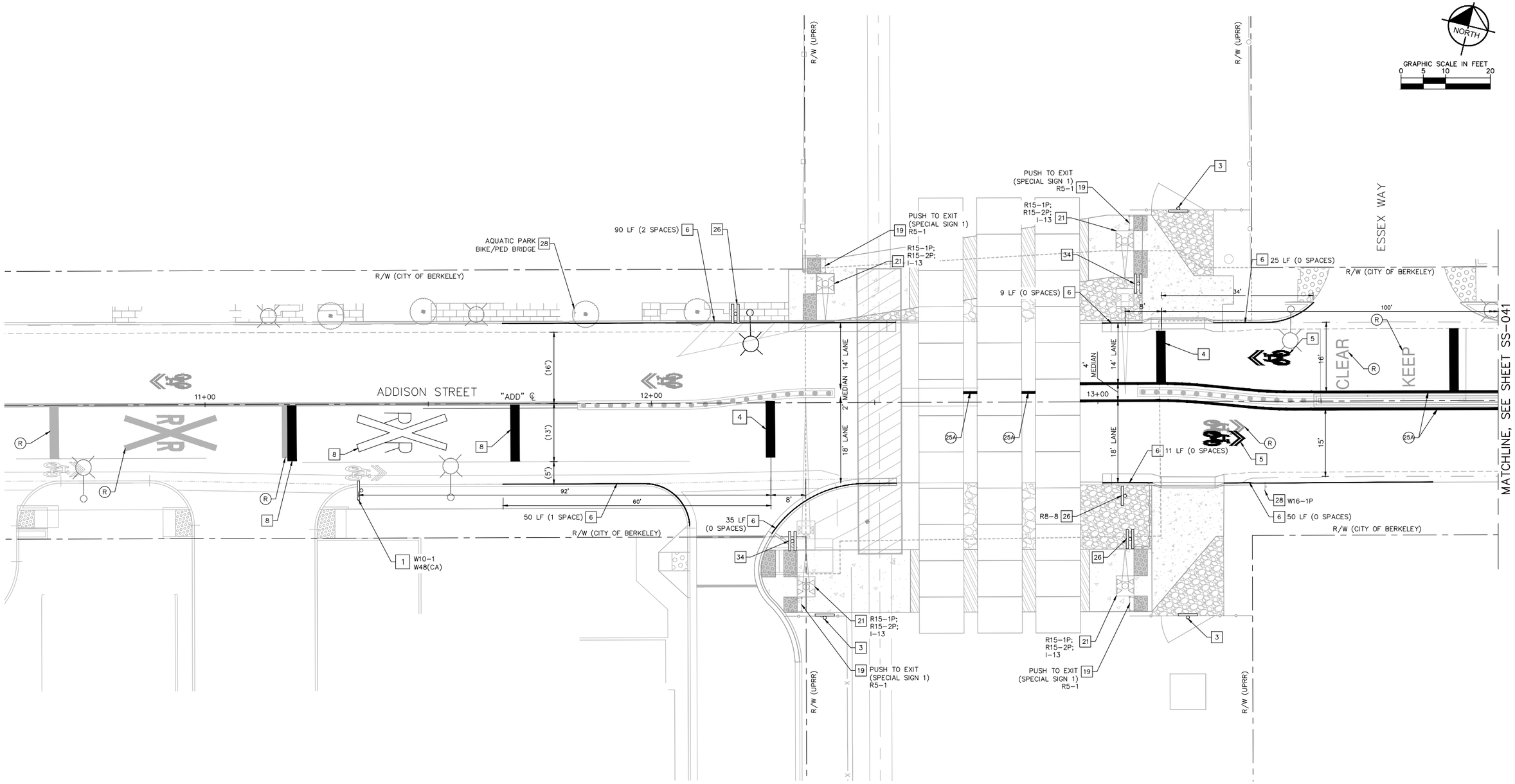
ALAMEDA County Transportation Commission
Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 6.33
BERKELEY, CA DOT# 751179D
HEARST AVENUE AT-GRADE CROSSING

SIGNING AND STRIPING PLAN

DRAWING NO.
SS-032

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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LEGEND

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- EXIST SIGN
- (R) REMOVE EXISTING MARKING BY GRINDING
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SIGNING AND STRIPING NOTES

1. INSTALL NEW SIGN(S) ON NEW POST. SIGN(S) AS NOTED ON PLANS.
2. REMOVE EXIST EQUIPMENT AS NOTED.
3. INSTALL NEW UP PRIVATE PROPERTY SIGN ON GATE PER UNION PACIFIC RAILROAD ENGINEERING STANDARDS DRAWING 0528.
4. INSTALL 24" WHITE ADVANCED LIMIT LINE PER CALTRANS STANDARD PLAN A24G.
5. INSTALL WHITE SHARED ROADWAY BICYCLE PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C.
6. INSTALL RED CURB. QUANTITY OF PARKING SPACES REMOVED AS NOTED ON PLANS.
8. INSTALL WHITE RXR PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24B.
19. INSTALL NEW SIGN(S) ON SWING GATES. MOUNT R5-1 ON PULL SIDE AND SPECIAL SIGN 1 ON PUSH SIDE.
21. INSTALL NEW SIGN(S) ON STANDARD ASSEMBLY NO. 9. SIGN(S). (BY UPRR FORCES)
26. INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST.
28. EXISTING SIGN TO REMAIN.
34. INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST. MOUNTING HEIGHT SHALL BE NO MORE THAN 5' FROM FG.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	WOOD, M.	6/30/2023
DRAWN BY	WOOD, M.	6/30/2023
CHECKED BY	JUMANAN, L.	6/30/2023
IN CHARGE	AGUIGUI, K.	6/30/2023

REGISTERED PROFESSIONAL ENGINEER — KIMLEY HORN — No. 28732 — 6/30/20 — STATE OF CALIFORNIA — CIVIL
NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

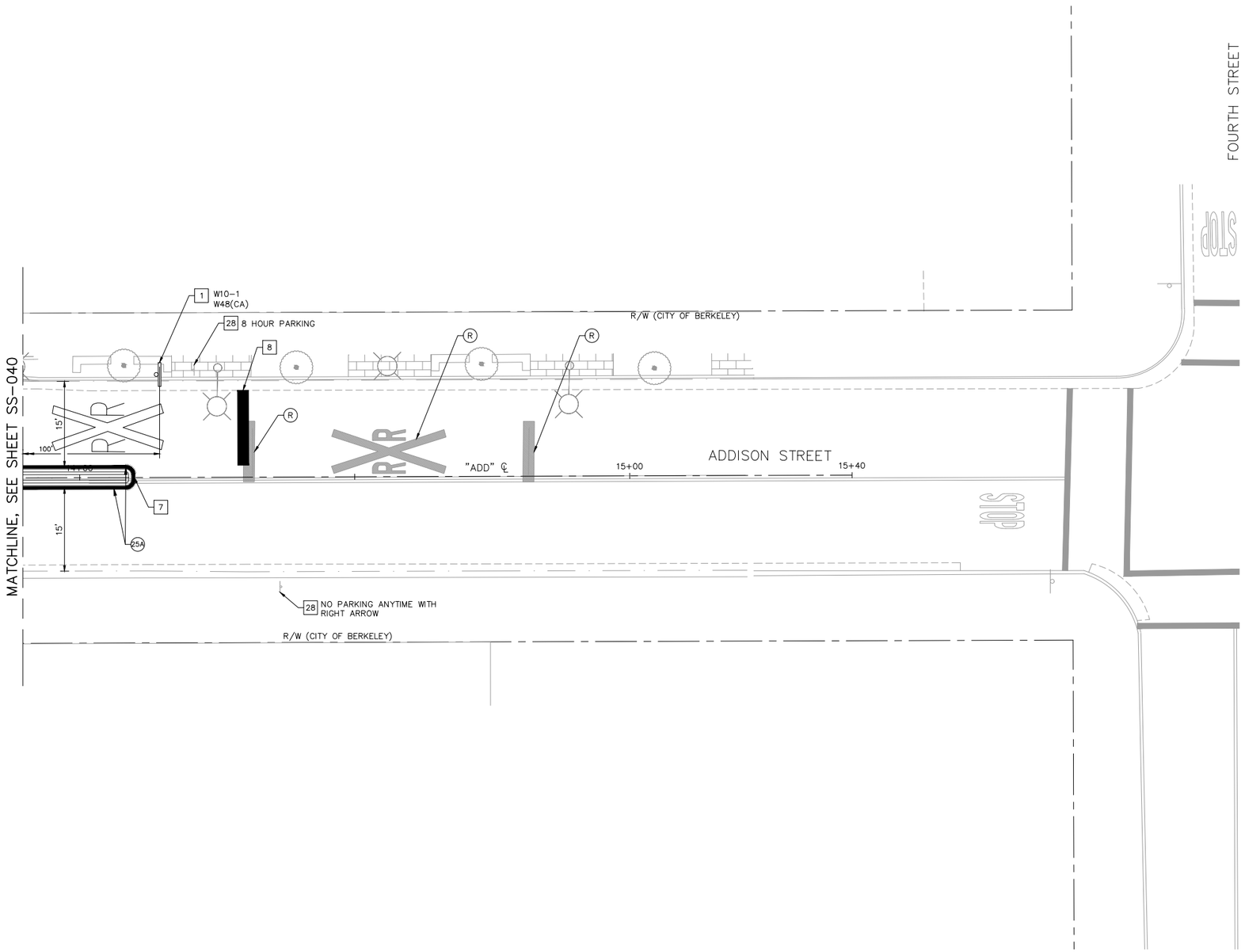
Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
(510) 625-0712

Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 6.1
BERKELEY, CA DOT# 751177P
ADDISON STREET AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO. SS-040
SHEET NO. 48

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



GENERAL NOTES

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LEGEND

- NEW SIGN
- EXIST SIGN
- (R) REMOVE EXISTING MARKING BY GRINDING
- (#) INSTALL STRIPING DETAIL NUMBER "#" PER CALTRANS 2022 STANDARD PLANS

SIGNING AND STRIPING NOTES

- [1] INSTALL NEW SIGN(S) ON NEW POST. SIGN(S) AS NOTED ON PLANS.
- [2] REMOVE EXIST EQUIPMENT AS NOTED.
- [5] INSTALL WHITE SHARED ROADWAY BICYCLE PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C.
- [7] PAINT MEDIAN EDGE YELLOW AND INSTALL REFLECTIVE DELINEATORS.
- [8] INSTALL WHITE RXR PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24B.
- [28] EXISTING SIGN TO REMAIN.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	WOOD, M.	6/30/2023
DRAWN BY	WOOD, M.	6/30/2023
CHECKED BY	JUMANAN, L.	6/30/2023
IN CHARGE	AGUIGUI, K.	6/30/2023

PROFESSIONAL ENGINEER KEVIN C. AGUIGUI No. C-69732 6/30/20 CIVIL STATE OF CALIFORNIA — NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

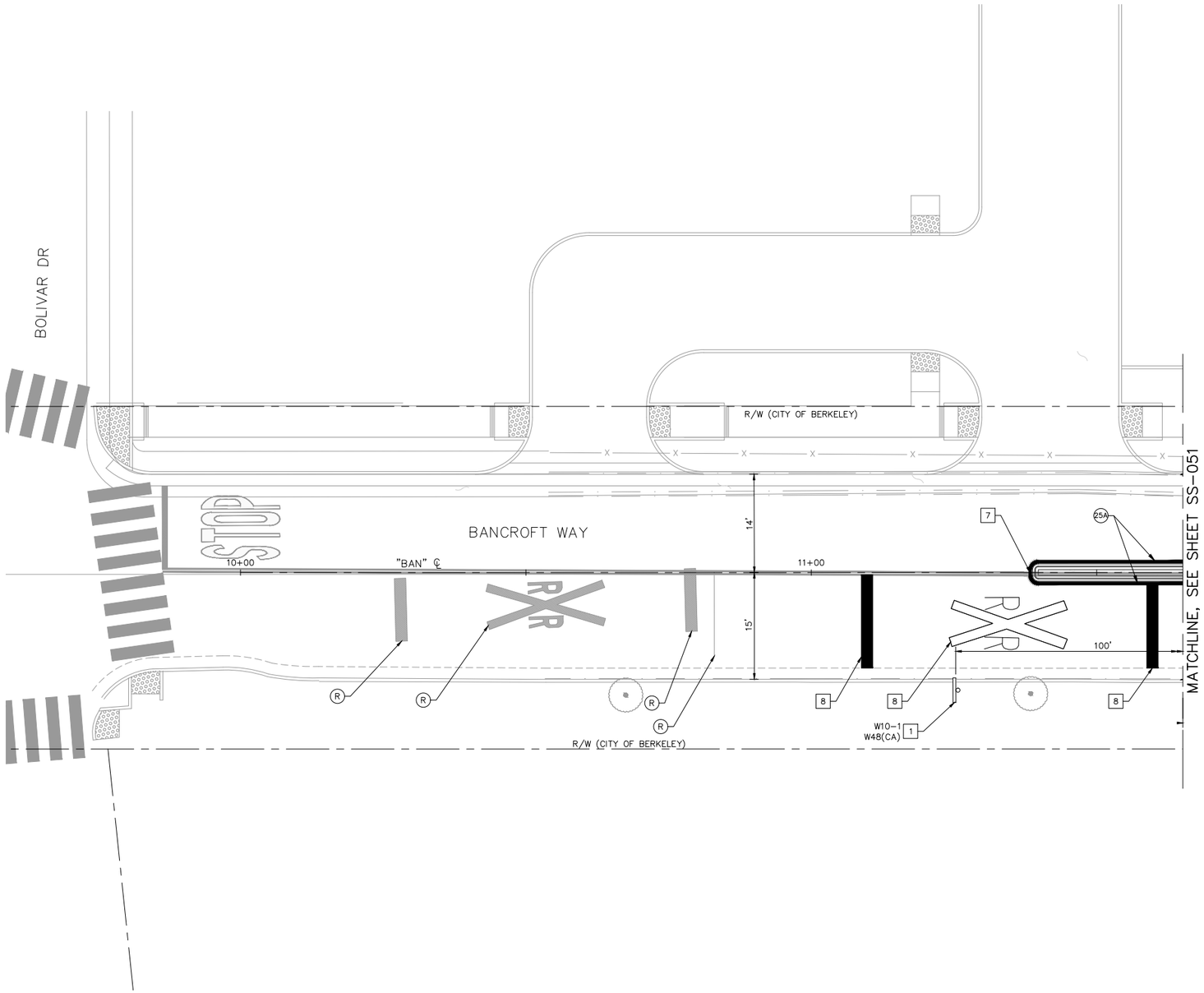
Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
(510) 625-0712

ALAMEDA County Transportation Commission
Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 6.1
BERKELEY, CA DOT# 751177P
ADDISON STREET AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO.
SS-041

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



GENERAL NOTES

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JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	WOOD, M.	6/30/2023
DRAWN BY	WOOD, M.	6/30/2023
CHECKED BY	JUMANAN, L.	6/30/2023
IN CHARGE	AGUIGUI, K.	6/30/2023

REGISTERED PROFESSIONAL ENGINEER — No. C 68732 — 6/30/23 — STATE OF CALIFORNIA — CIVIL
NOT FOR CONSTRUCTION

SCALE
HORIZONTAL 1" = 10'
VERTICAL N/A

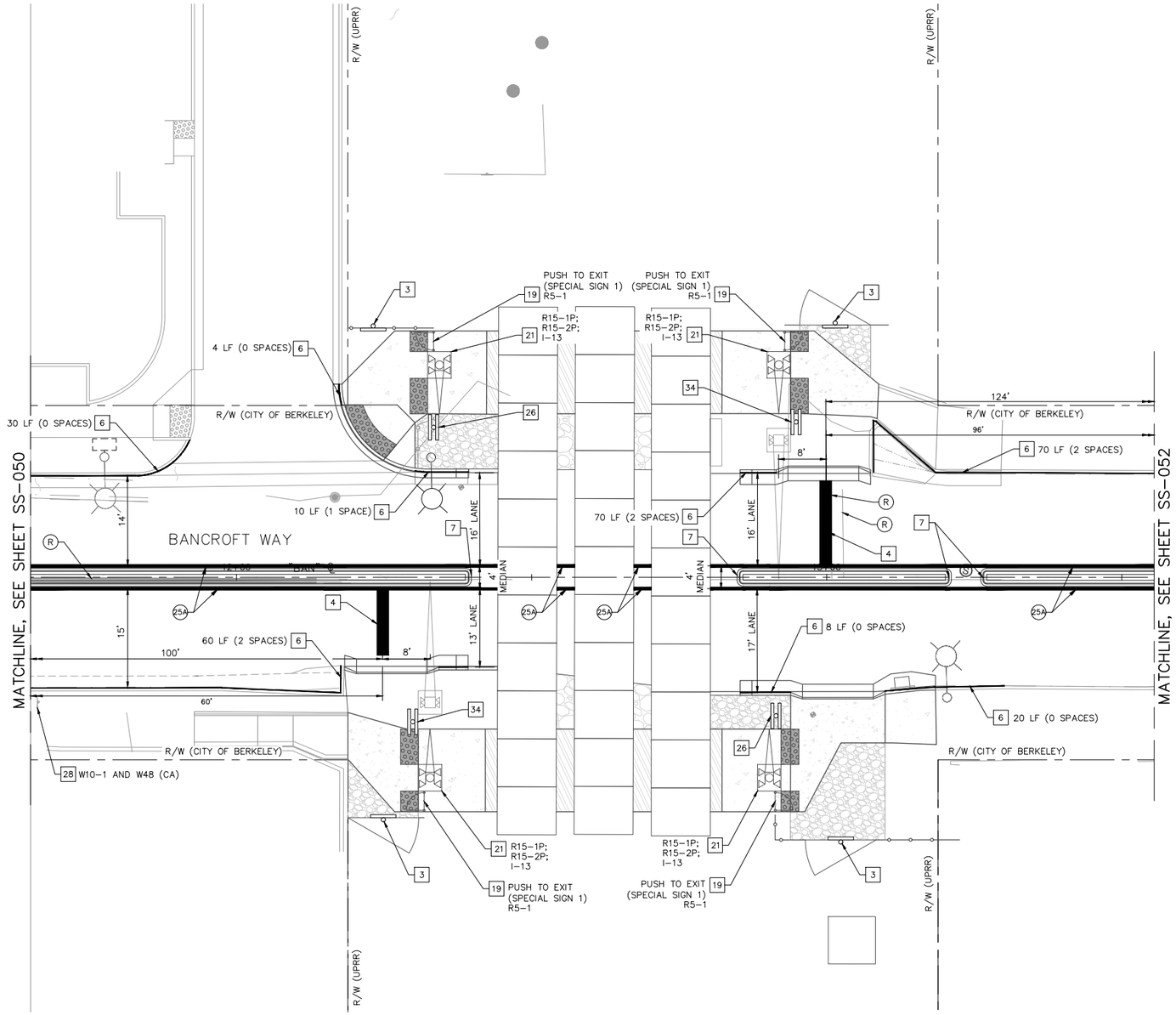
Kimley»Horn
1300 CLAY STREET, STE 325
OAKLAND, CA 94612
(510) 625-0712

ALAMEDA County Transportation Commission
Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 5.9
BERKELEY, CA DOT# 751176H
BANCROFT WAY AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO.
SS-050
SHEET NO.
55

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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- 21 INSTALL NEW SIGN(S) ON STANDARD ASSEMBLY NO. 9. SIGN(S). (BY UPRR FORCES)
- 26 INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST.
- 28 EXISTING SIGN TO REMAIN.
- 34 INSTALL DOUBLE-SIDED R15-8 SIGNS ON NEW POST. MOUNTING HEIGHT SHALL BE NO MORE THAN 5' FROM FG.

JUNE 2023
FOR REVIEW ONLY
95% DESIGN

NO	REVISION / SUBMISSION	DATE

DESIGNED BY	WOOD, M.	6/30/2023
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IN CHARGE	AGUIGUI, K.	6/30/2023

NOT FOR CONSTRUCTION

SCALE
HORIZONTAL
1" = 10'
VERTICAL
N/A

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OAKLAND, CA 94612
(510) 625-0712

Alameda County Transportation Commission
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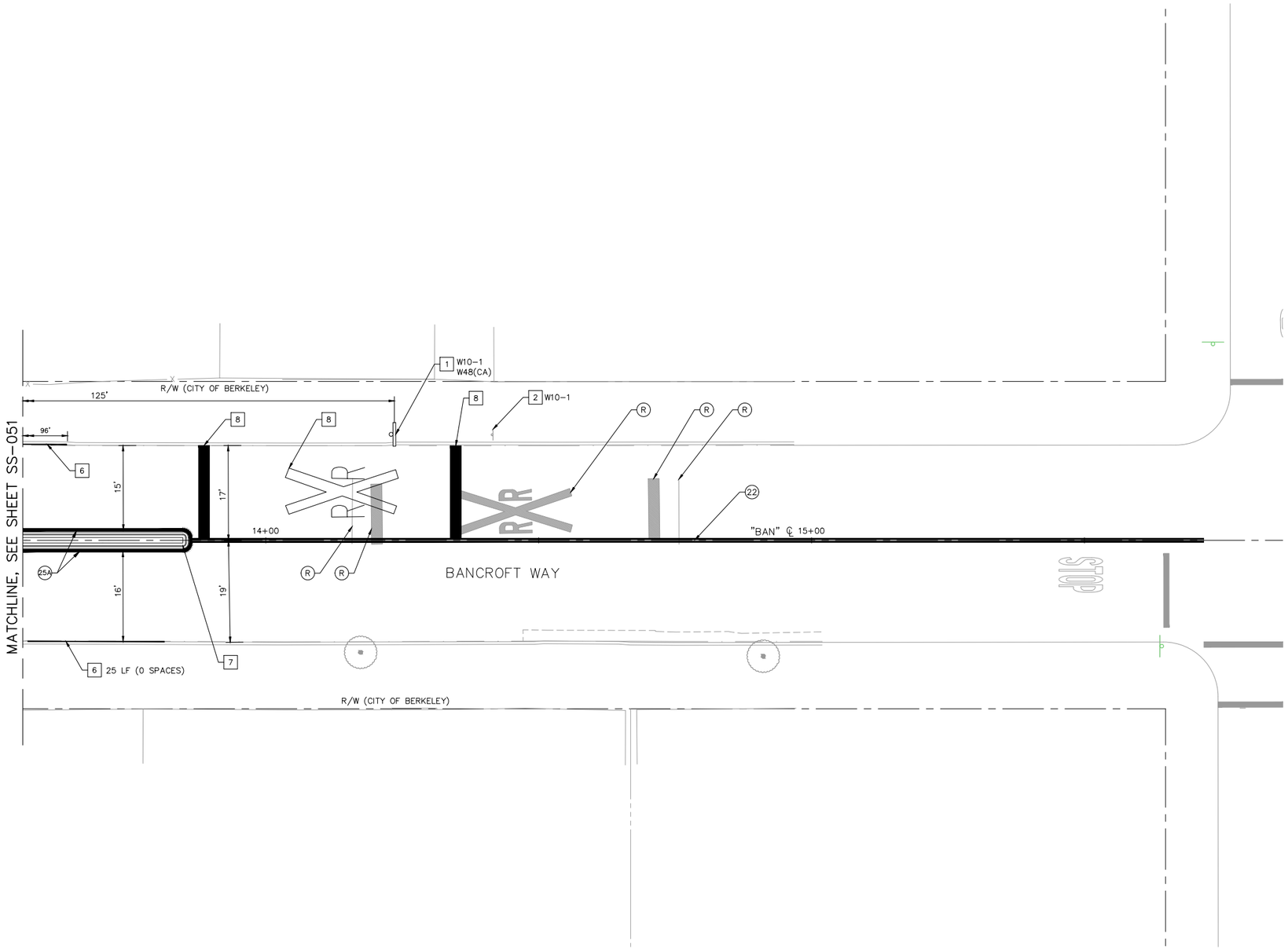
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 5.9
BERKELEY, CA DOT# 751176H
BANCROFT WAY AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO.
SS-051
SHEET NO.
56

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM



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8. INSTALL WHITE RXR PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24B.

JUNE 2023
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NO	REVISION / SUBMISSION	DATE

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IN CHARGE	AGUIGUI, K.	6/30/2023

NOT FOR CONSTRUCTION

SCALE
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1" = 10'
VERTICAL
N/A

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(510) 625-0712

Alameda County Transportation Commission
RAIL SAFETY ENHANCEMENT PROGRAM
1111 BROADWAY #800, OAKLAND, CA 94607

UPRR MARTINEZ SUB MP 5.9
BERKELEY, CA DOT# 751176H
BANCROFT WAY AT-GRADE CROSSING
SIGNING AND STRIPING PLAN

DRAWING NO.
SS-052

ALAMEDA COUNTY TRANSPORTATION COMMISSION - RAIL SAFETY ENHANCEMENT PROGRAM

Rail Safety Enhancement Program, Phase A

MAY 2024

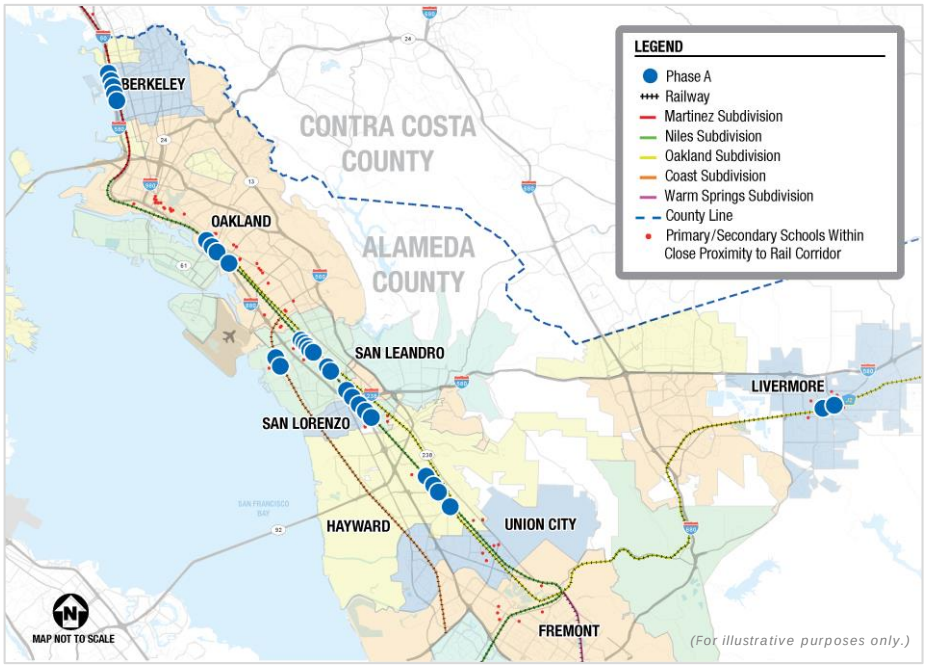
PROJECT OVERVIEW

In response to the Alameda County Goods Movement Plan approved in 2016, individual rail crossings throughout the County were examined to identify crossings and corridors most impacted by rail traffic and to identify where rail crossings safety can be enhanced. The crossings analysis considered the following primary factors:

- Current and potential future rail volumes and routing, annual average daily automobile traffic, accident history, land use sensitivities and equity priority communities
- Safety, delay, noise and air quality

Once the crossing analysis identified needed at-grade rail crossing safety enhancements, those most impacted and in need of improvements were included in the Rail Safety Enhancement Program (RSEP).

Implementation of the program is a three-phased approach: RSEP-A , RSEP-B, and RSEP-C. RSEP-A, is comprised of crossings that are within six local jurisdictions, with recommended safety enhancements centered around pedestrian treatments, such as sidewalks, automatic pedestrian gates, channelization, lighting, warning strips, fencing and gates, and signing and striping. These near-term upgrades will have significant and immediate positive safety impacts for our local communities.



PROJECT NEED

- Alameda County has a high volume of rail activity combined with densely populated residential areas.
- Pedestrian oriented safety devices are lacking in most of these areas.

PROJECT BENEFITS

- Improves pedestrian, bicycle and vehicle user safety with an emphasis on schools
- Improves rail and roadway safety
- Supports economic vitality by supporting rail connectivity to the Port of Oakland
- Supports freight rail operations
- Supports housing and commercial redevelopment
- Improves transportation viability for passenger rail service and roadway networks
- Achieves emissions reductions through reduced idling supporting state and regional air quality goals—protecting our climate and maintaining the health of communities
- Promotes equity because these rail lines are often in low income and historically underserved communities

Rail crossing along 37th Avenue in the City of Oakland.

Rail crossing on L Street in the City of Livermore.

COST ESTIMATE BY PHASE ($ X 1,000)

Environmental	$2,284
Design	$7,684
Right-of-Way	$2,180
Construction[1]	$95,700
Total Expenditures	$107,848

[1]Inclusive of Union Pacific signal and track costs.

FUNDING SOURCES ($ X 1,000)

Measure BB	$12,863
Federal[2]	$25,000
TBD	$69,985
Total Revenues	$107,848

[2]$25 million of Consolidated Rail Infrastructure and Safety Improvements Program (CRISI); $1,000 earmark

STATUS

Implementing Agency: Alameda CTC

Current Phase: Environmental/Final Design

- The final Initial Studies/Mitigated Negative Declaration (ISMND) was adopted in September 2023.
- The project has competed the 65% design milestone for all crossings and for 25 of the 29 locations, has completed 95% design.

SCHEDULE BY PHASE

	Begin	End
Environmental/Advance Preliminary Design	Fall 2020	Fall 2024
Final Design	Summer 2023	Summer 2026
Right-of-Way	Summer 2023	Summer 2026
Construction	Fall 2026	Fall 2029

Note: Project schedule subsequent to the preliminary engineering/ environmental phase is contingent on funding availability for future phases.

PARTNERS AND STAKEHOLDERS

Alameda CTC, Alameda County and the cities of Berkeley, Hayward, Livermore, Oakland, and San Leandro, the Federal Railroad Administration, California Public Utilities Commission, Union Pacific Railroad, Caltrans, Hayward Unified School District, and Capital Corridor

Note: Information on this fact sheet is subject to periodic updates.

Landmarks Preservation Commission

INFORMATION CALENDAR
July 23, 2024

To: Honorable Mayor and Members of the City Council

From: Landmarks Preservation Commission (LPC)

Submitted by: Alfred Twu, LPC Chairperson

Subject: Annual Report on Landmarks Preservation Commission (LPC) Actions

INTRODUCTION

LPC has prepared a report on its activities during the period June 2023 through May 2024; see Attachment 1, "Annual Report on Landmarks Preservation Commission Actions." Reports on the Commission's activities are required on an annual basis, in accordance with Berkeley Municipal Code Chapter 3.24.090 - *Annual Report Required*.

CURRENT SITUATION AND ITS EFFECTS

On June 6, 2024, the Commission voted to approve the attached report and to forward it to City Council. Vote: 6-0-0-3; Yes: Enchill, Finacom, Linvill, Orbuch, Schwartz, Twu; No: none; Abstain: none; Absent: Crandall, Leuschner, Montgomery.

BACKGROUND

Staff prepared a draft report summarizing LPC's actions and then presented it for the Commission's consideration at the meetings on May 2 and June 6, 2024. The Commission received the report favorably and voted to adopt it and to forward it to City Council in accordance with the BMC requirement.

The Commission held a total of 10 meetings during this reporting period. Among numerous accomplishments, the Commission:

- Designated a historic theater building as a City Landmark.
- Added a Panoramic Hill National Register District residence to the local register.
- Granted six Structural Alteration Permits for new development, improvements, additions or expansions within City Landmark properties.
- Received 11 demolition referrals from the Zoning Adjustments Board.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
Historic preservation practices encourage the adaptive re-use and rehabilitation of cultural resources within the City. The rehabilitation of these resources, rather than their removal, achieves construction and demolition waste diversion, and promotes investment in existing urban centers.

POSSIBLE FUTURE ACTION
The LPC will continue to submit an annual report on its activities in accordance with the BMC requirement.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION
There are no fiscal impacts associated with this reporting activity.

CONTACT PERSON
Fatema Crane, LPC Secretary, 510-981-7413

Attachments:
1: Annual Report of Landmarks Preservation Commission (LPC) Activities

LANDMARKS PRESERVATION COMMISSION

REPORT TO CITY COUNCIL

Annual Report on

Landmarks Preservation Commission (LPC)

Actions

Reporting Period: June 2023 through May 2024
Due Date: June 30, 2024

Presented to City Council
By the LPC Secretary
On behalf of the LPC Chairperson and the Commission
In accordance with Berkeley Municipal Code Section 3.24.090

Table of Contents

Part 1:	Introduction
Part 2:	Meetings Held
Part 3:	Actions Undertaken in Accordance with Regulatory Compliance
Part 4:	Discussions Held
Part 5:	Presentations Received

Part 1: Introduction

In accordance with Berkeley Municipal Code Section 3.24.090, the LPC shall report its actions to City Council on an annual basis. The report must arrive not later than June 30 of each year.

Herein City Council will find summaries of all LPC activities for the current reporting period. The summary lists are arranged in categories reflecting LPC's compulsory duties, such as public meetings and quasi-judicial reviews, as well as other efforts that further cultural resource preservation in Berkeley.

Part 2: LPC Meetings Held

Meeting Body	Date
Landmarks Preservation Commission (LPC)	June 1, 2023
	July 6, 2023
	August 3, 2023
	September 7, 2023
	October 5, 2023
	November 2, 2023
	December 7, 2023
	February 1, 2024
	March 7, 2024
	May 2, 2024
LPC Ad Hoc Subcommittee: Post-1949 Structures	December 1, 2023

Part 3: LPC Regulatory Actions

Activity	Property Address	Application Number	Action Date
Landmark & Structure of Merit Designations BMC Section 3.24.150	60 Panoramic Way	#LMIN2023-0001	July 7, 2023
	910 Indian Rock Avenue (disapproved)	#LMSAP2023-0002	July 7 & October 7, 2023
	2274 Shattuck Avenue	#LMIN2023-0003	February 1, 2024
Structural Alteration Permits BMC Section 3.24.240	1960 San Antonio Avenue	#LMSAP2022-0005	June 1, 2023
	2113 Kittredge Street	#LMSAP2022-0011	July 7 & October 5, 2023
	803 Delaware Street	#LMSAP2023-0002	July 7, 2023
	2119 Marin Avenue	#LMSAP2023-0003	October 5, 2023
	2144 Shattuck Avenue	#LMSAP2023-0007	December 7, 2023
	1401 Le Roy	#LMSAP2024-0002	May 2, 2024
Use Permit Demolition Referrals BMC Section 23C.08.050	2847 Shattuck Avenue	#ZP2022-0132	June1, 2023
	2480 Bancroft Way	#ZP2022-0148	July 7, 2023
	2428 Shattuck Avenue	#ZP2022-0179	August 3, 2023
	2712 Telegraph Avenue	#ZP2022-0179	August 3, 2023
	2603-2611 San Pablo Avenue	#ZP2022-0171	September 7, 2023
	2420 Shattuck Avenue	#ZP2022-0149	October 5, 2023
	2307 Durant Avenue	#ZP2023-0064	December 7, 2023
	2274 Shattuck Avenue	#ZP2023-0079	February 1, 2024
	2613 San Pablo Avenue	#ZP2022-0171	March 7, 2024
	2733 San Pablo Avenue	#ZP2023-0090	March 7, 2024
	2462 Bancroft Way	#ZP2023-0107	May 2, 2024
Mill Act Contract Applications City Council Resolution 59,355	60 Panoramic Way	#LMMA2023-0001	*Pending*
Final Design Review BMC Section23.406.070(D)(3)	2065 Kittredge Street	#DRCF2023-0002	December 7, 2023
Design Review Referrals BMC Section23.406.070(F)(1)(a)	1840 Woolsey Street	#DRSL2023-0016	October 5, 2023
Section 106 Referrals National Preservation Act	None		

Part 4: LPC Agenda Discussions Held

Topic	Discussion	Outcome	Date(s)
Berkeley Civic Center Vision & Implementation Plan	Consider drafting a Correspondence to City Council.	Composed and submitted a correspondence to City Council	June 1, 2023
2414 Shattuck Avenue	Landmarks or Structure of Merit Designation Consideration	Added to List of Potential Initiations	September 7, 2023

Part 5: LPC Agenda Presentations Received

Topic	Presenter	Date
Westminster Hall Paint Colors 2700 Bancroft Way	Representatives of the property owners sought the Commission's advice about their proposed paint color schemes and selections.	June 1, 2023
Davis-Byrne Building Paint Colors 2138-2140 Dwight Way		August 3, 2023
Piedmont Avenue & Channing Way Pedestrian Improvements	Public Works Transportation staff presented information and solicited comments about planned pedestrian improvements within the City right-of-way.	October 5, 2023
Demolition of City Landmark Structures and the Berkeley Innovation Zone Project Site 2138 & 2154 University Avenue	UC Berkeley Campus Architect provided an informational presentation about a proposal for a major development in Downtown, while City staff explained terms within the UC Berkeley/City of Berkeley Settlement Agreement.	February 1, 2024
Claremont Elementary School at 2955 Claremont Avenue	Berkeley Unified School District consultant team provided information and solicited feedback on plans for a limited-scope improvements project.	March 7, 2024

Communications

All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department
2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

Records Online
https://records.cityofberkeley.info/

To search for communications associated with a particular City Council meeting using Records Online:

1. Select Search Type = “Public – Communication Query (Keywords)”
2. From Date: Enter the date of the Council meeting
3. To Date: Enter the date of the Council meeting (this may match the From Date field)
4. Click the “Search” button
5. Communication packets matching the entered criteria will be returned
6. Click the desired file in the Results column to view the document as a PDF