REVISED AGENDA

(REVISED TO REMOVE A TELECONFERENCE LOCATION)

BERKELEY CITY COUNCIL MEETING

Tuesday, November 19, 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. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1613688984. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 161 368 8984**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

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.*

1. Recognition of Outgoing Mayor and Councilmembers

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: *Up to ten persons will be selected to address matters not on the Council agenda. If five or fewer persons are identified to provide non-agenda comment, each person selected will be allotted two minutes each. If more than five persons are selected to address matters not on the Council agenda, each person selected will be allotted one minute each.*

In-person attendees 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 the moment that the Presiding Officer calls for public comment on non-agenda items. Remote attendees must raise their hand in the videoconference application when the Presiding Officer calls for non-agenda speakers. The first five raised hands on the videoconference application will be selected to speak and the first five cards drawn at the meeting will be selected to speak. The number of in-person and remote speakers selected may be adjusted by the Presiding Officer if fewer than five speakers from either format are identified.

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. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker 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. 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. Minutes for Approval
From: City Manager
Recommendation: Approve the minutes for the Council meetings of October 1, 2024 (regular), October 15, 2024 (regular), October 21, 2024 (closed), October 29, 2024 (special and regular).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900

2. 2024 Annual Commission Attendance and Meeting Frequency Report
From: City Manager
Recommendation: In accordance with Resolution No. 71,109-N.S., review and accept the 2024 Annual Commission Attendance and Meeting Frequency Report.
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900

Consent Calendar

3. Contract: Dorothy Day House to Operate Interim Housing at the Howard Johnson Motel
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and all necessary amendments with Dorothy Day House to operate an interim housing program at the Howard Johnson Motel (1619 University Ave.) in an amount not to exceed $5,313,826.28 for the period of November 12, 2024 to December 31, 2028.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

4. Encampment Resolution Funding Round 3 Grant Award
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to receive a $5,395,637.04 Encampment Resolution Funding Round 3 grant award from the State of California, and to enter into contract and all necessary amendments with the State of California resulting from this funding.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

5. Urgency Ordinance for Leasing the Real Property at 1512 University Avenue
From: City Manager
Recommendation: Adopt an Urgency Ordinance to enter into a lease for the real property located at 1512 University Avenue, Berkeley for a term of 48 months.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

6. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on November 19, 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: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Consent Calendar

7. Contract: Royal for Mental Health Ambulance Transport Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Royal Ambulance (Contractor) to provide the following mental health related transport services for the City from January 1, 2025 to December 31, 2027, in an amount up to $6,000,000, with an option to extend for three additional years in one-year increments, for a total contract amount not to exceed $12,000,000.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473

8. Contract No. 32300144 Amendment: Resource Development Associates for Specialized Care Unit (SCU) Evaluation
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32300144 with Resource Development Associates (RDA) to add $40,000 for a not-to-exceed total contract amount of $290,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

9. Request for Proposals for Housing Trust Fund Rehabilitation Projects
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to release a Request for Proposals (RFP) for approximately $6 million in Housing Trust Fund (HTF) program funds to support the rehabilitation of existing affordable rental housing developments in the City's HTF portfolio, to certify Community Housing Development Organizations (CHDO), and to award CHDO operating support.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

10. Revenue Contract: 2025 Community Services Block Grant
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to accept the 2025 Community Services Block Grant (CSBG) to provide services for low-income people for the period January 1, 2025 to April 30, 2026.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

Consent Calendar

11. Contract No. 112798-1 Amendment: Geographic Technologies Group for Geographic Information System (GIS) Strategic Workplan
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 112798-1 with Geographic Technologies Group (GTG) for Geographic Information System (GIS) professional services, for a total not to exceed $50,000 and for a total contract value of $549,411 from September 14, 2016 to June 30, 2026.
Financial Implications: See report
Contact: Kevin Fong, Information Technology, (510) 981-6500

12. Exclusive Negotiating Agreement with TSA Holdings, LLC, for the Property at 199 Seawall Drive
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute an Exclusive Negotiating Agreement (ENA) with TSA Holdings, LLC (TSA) to develop a lease agreement for the lease of City property at 199 Seawall Drive.
Financial Implications: None
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

13. Ashby BART Transit Oriented Development (TOD) Legal Agreements
From: City Manager
Recommendation: Adopt first reading of an Ordinance that:
1. Authorizes the City Manager to execute contractual agreements with San Francisco Bay Area Rapid Transit District (BART) in order to effectuate transit-oriented development in accordance with the nonbinding term sheet adopted by Council on September 16, 2024 (Resolution No. 71,514-N.S.) and executed by the City and BART on September 21, 2024; and
2. Adopts the Addendum to the Ashby and North Berkeley BART Stations Transit Oriented Development (TOD) Zoning Project EIR and the Adeline Corridor Specific Plan EIR.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400

14. Contract: Nema Construction for FY 2023 Street Light Maintenance Project
From: City Manager
Recommendation: Adopt a Resolution: 1. Approving plans and specifications for the Street Rehabilitation FY 2023 Project, Specification No. 24-11668-C; 2. Accepting the bid of the lowest, responsive and responsible bidder, Nema Construction;
3. Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until completion of the project, in accordance with the approved plans and specifications, in an amount not to exceed $424,465.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

15. Contract: Sposeto Engineering, Inc. for Southwest Berkeley Bikeway and Bus Stop Improvements Project
From: City Manager
Recommendation: Adopt a Resolution, as a condition of receiving grant funding from the State of California Affordable Housing and Sustainable Communities (AHSC) program: 1. Approving plans and specifications for the Southwest Berkeley Bikeway and Bus Stop Improvements Project ("Project"), Specification Nos. 24-11640-C & 24-11666-C; 2. Accepting the bid of Sposeto Engineering, Inc., the lowest responsive and responsible bidder; and 3. Authorizing the City Manager to execute a contract with Sposeto Engineering, Inc. and any amendments, extensions, and/or change orders until completion of the Project in accordance with the approved plans and specifications, in an amount not to exceed $2,390,000, which includes a 10 percent contingency for unforeseen circumstances.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

16. Contract: Telegraph-Channing Parking Garage Restroom Renovation & Elevator Improvements Project
From: City Manager
Recommendation: Adopt a Resolution:1. Approving plans and specifications for Telegraph-Channing Parking Garage Restroom Renovation & Elevator Improvements Project (Project), Specification No. 22-11535-C; and 2. Accepting the bid of W.E. Lyons Construction Co. 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 the Project is completed in accordance with the approved plans and specifications for an amount not to exceed $2,413,689, which includes a contingency of $314,829.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

17. Contract No. 10413C Amendment: LAZ Parking LLC for Managing City-Owned Off-Street Parking Facilities
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 10413C with LAZ Parking, LLC, a parking management company, to provide management services for the Telegraph Channing, Oxford, and Center Street garages, extending the term to December 31, 2026 and increasing the contract amount by $6,073,974 for a total not-to-exceed amount of $22,326,349.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

18. Contract No. 31900036 Amendment: On-Call Civil Engineering Services, Bellecci & Associates, Inc.
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900036 with Bellecci & Associates, Inc. for on-call civil engineering services, increasing the contract amount by $750,000 for a total not-to-exceed the amount of $1,750,000 and extending the term of the contract to June 30, 2026.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

19. Contract No. 31900162 Amendment: Pride Industries, Inc. Contract for Custodial Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900162 with Pride Industries, Inc. for citywide custodial services to: Approve additional appropriations related for performance of this contract and coverage of the Living Wage Ordinance in the amount of $1,100,000 for a total not-to-exceed amount of $6,225,735 which includes updated service rates for Year 6 of the agreement.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

20. Contract No. 32000179 Amendment: Allied Universal Security Service for Citywide Unarmed Security Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32000179 with Allied Universal Security Service (formerly First Alarm Security & Patrol, Inc.) for citywide unarmed security services in the amount of $900,000 for a new total not to exceed $4,450,000 and extend the contract through February 28, 2026.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

21. Contract No. 32300177 Amendment: Baker Tilly for On-Call Professional Development Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32300177 with Baker Tilly, increasing the contract by $100,000 for consulting services in a total amount not to exceed $125,000, with a contract end date of December 31, 2027.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

22. Appointment of Maria Sol and Ashley (Jiahao) Gu to the Mental Health Commission
From: Mental Health Commission
Recommendation: Adopt two Resolutions approving the recommendation for appointment of Maria Sol and Ashley (Jiahao) Gu to the Mental Health Commission both as representatives of the Special Interest Category, Consumer. Maria Sol's 3-year term will begin on November 20, 2024 and end on November 19, 2027. Ashley Gu's 3-year term will begin on November 20, 2024 and end on November 19, 2027.
Financial Implications: None
Contact: Jamie Works-Wright, Commission Secretary, (510) 981-5400

Council Consent Items

23. Exploring the Formation of Joint Powers Authority (JPA) or other entity to Publicly Finance the Development of a Hospital to Meet Regional Healthcare Needs
From: Mayor Arreguin (Author), Councilmember Hahn (Author)
Recommendation: 1. Direct the City Manager and City Attorney to explore establishing legal and financial structures, such as a Joint Powers Authority (JPA) or Hospital District, with relevant East Bay jurisdictions, to facilitate public financing for a full service public acute and emergency care hospital serving Berkeley and the greater East Bay. 2. Authorize the City Manager and City Attorney to engage staff or consultants as needed, and submit further budget requests if additional resources are required.
Financial Implications: See report
Contact: Jesse Arreguin, Mayor, (510) 981-7100, Sophie Hahn, Councilmember, District 5, (510) 981-7150

24. Referral to City Manager: Equity for Black Berkeley (E4BB) Initiative
From: Mayor Arreguin (Author)
Recommendation: Adopt a Resolution, recognizing the vision and goals of the Equity for Black Berkeley (E4BB, previously referred to as EBB), historicizing the work that has been completed to date, recognizing the current and past City staff and external stakeholders involved with E4BB, and maintaining E4BB as a priority of the City.
Refer to the City Manager the following actions to be taken:
1. Establish a representative for E4BB (the "E4BB Representative") with the following responsibilities: a. Represent the City's interests when relating to matters of the E4BB initiative; b. Liaise between City officials and external partners and parties associated with E4BB; c. Draft policies that advance the work aligned with vision and goals of E4BB in connection with the Mayor's Office and other legislators within the City and across jurisdictions and agencies, as needed; d. Oversee and coordinate the implementation of work related to E4BB across the City and with external stakeholders, providing updates to the Mayor's Office, as appropriate; and e. Pursue internal and external resources and funding opportunities to advance the work of E4BB in the near- (1-2 years) and long-term (3+ years).

Council Consent Items

2. Determine the appropriate staffing and financial resources needed to monitor and communicate the implementation of the following existing and future projects and policies related to E4BB with the E4BB Representative: a. Implementation of Ashby BART TOD; b. Data collection and analysis of the impact of the Preference Policy; c. Implementation of Housing Element, with particular attention in identifying priorities sites for expanding the efficacy of the Preference Policy and what unmet needs may be invested in through the establishment of a non-governmental organization outside of the City; d. Improvements to establish cultural vibrancy and accessibility in South Berkeley, creating recommendations for what potential EIFD funds can be used towards; e. Growth opportunities to expand the economic viability of small businesses and commerce in the South Berkeley area, including support to sustain and grow the success of the Berkeley Flea Market; f. Facilitating the intersection of the African American Holistic Resource Center (AAHRC) with relevant work in South Berkeley, particularly the new Ashby TOD residents and EFID related projects; g. Management of financing, expenditures, and balance sheets received by the City related to E4BB including but not limited to grants, City investments from the General Fund, and an EIFD fund; h. Legal representation and support with negotiations, contracts, and MOUs with outside jurisdictions, external E4BB partners, and internal discussions of authority and governance; and i. Provide 1) supervision of an unpaid staff person offered by the Partnership for the Bay's Future (PBF) grant program (should the City of Berkeley become selected as a government host site) and 2) communication on the progress and connection of projects relating to E4BB including but not limited to the Ashby BART TOD, Black Arts and Cultural District, Small Sites, EIFD, Black Health Equity Zone, Berkeley Flea Market and AAHRC.
3. With assistance from the E4BB representative, create a template MOU to be drafted and circulated with outside groups engaged in E4BB, including, but not limited to: a. Berkeley Flea Market; b. Healthy Black Families; c. San Francisco Foundation; and d. External Consultants (Ndidi Love, Randolph Belle aka Creative Development Partners, communications experts, etc).
4. Work with the E4BB Representative to pursue additional external and internal investments to help with creating a non-governmental organization to manage a community investment fund beyond 2026 and transition the work of E4BB to be managed within this entity.
Financial Implications: See report
Contact: Jesse Arreguin, Mayor, (510) 981-7100

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 the Action Calendar public comment period on the 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. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker 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,

Action Calendar

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.

The Presiding Officer may open and close an additional comment period for Action items on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters), at the start of the Action Calendar. 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 – New Business

25. Amendment: FY 2025 Annual Appropriations Ordinance
From: City Manager
Recommendation: Adopt first reading of an Ordinance amending the FY 2025 Annual Appropriations Ordinance No. 7,926–N.S. for fiscal year 2025 based upon recommended re-appropriation of committed FY 2024 funding and other adjustments authorized since July 1, 2024.
Financial Implications: See report
Contact: Sharon Friedrichsen, Budget Manager, (510) 981-7000

26. Amendments to BMC Chapter 22.16, Development Agreement Procedures
From: City Manager
Recommendation: Adopt first reading of an Ordinance amending BMC Chapter 22.16, "Development Agreement Procedures."
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (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, and through the City's online records portal: https://records.cityofberkeley.info/.

Agendas, agenda reports, and revised/supplemental material may be accessed via the online agenda for this meeting at:
https://berkeleyca.gov/your-government/city-council/city-council-agendas
and may be accessed 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 ada@berkeleyca.gov, (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.

Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900 or by email at clerk@berkeleyca.gov.

~~~~~~

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 November 15, 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.

Item #4: Encampment Resolution Funding Round 3 Grant Award

1. Yesica Prado and Gordon Gilmore on behalf of the Berkeley Homeless Union

Cordornices Creek

2. Friends of Five Creeks
3. Peter Radu

Road Paving on Virginia St.

4. Tiana Robinson

Fair Contract

5. Gwen Weinreich
6. Sabina McMurtry
7. Larry Snyder
8. Kevin Sun

Safety Concerns

9. Leah Shelleda

Encampment Requests

10. Robb M. Walker

Middle East Conflict

11. Matt O'Brien

Traffic Study

12. Tim Hassler

Street Sweeping/Construction Conflict

13. Jesse Sheehan
14. UC Berkeley Capital Strategies
15. Scott Salas

Waterfront Concern

16. Louise Rafkin

Housing Concern

17. Ann Marie Davis (2)

Merchant Parking Costs

18. Evan McDonald

Parking Study
19. Gordon Stout

Upzoning
20. Vincent Casalaina
21. Vicki Sommer
22. Janice Schroeder
23. Carol Hirth
24. Mary Ann Gallagher
25. Chris Gilbert
26. Christopher Riess
27. Bernard Marszalek
28. John Rice
29. 44 Similarly worded form letters

URL's
30. Russbumper (2)
31. Josh Atwood
32. Keith Bayne (2)

Forwards of Current Events
33. Eid (3)
34. Russbumper
35. David L. Axelrod

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.

AGENDA

BERKELEY CITY COUNCIL MEETING

Tuesday, November 19, 2024
6:00 PM

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

TELECONFERENCE LOCATION - 1301 VENTURA CANYON AVE, GLENDALE, CA 91201

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. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1613688984. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 161 368 8984**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

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.*

1. Recognition of Outgoing Mayor and Councilmembers

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: *Up to ten persons will be selected to address matters not on the Council agenda. If five or fewer persons are identified to provide non-agenda comment, each person selected will be allotted two minutes each. If more than five persons are selected to address matters not on the Council agenda, each person selected will be allotted one minute each.*

In-person attendees 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 the moment that the Presiding Officer calls for public comment on non-agenda items. Remote attendees must raise their hand in the videoconference application when the Presiding Officer calls for non-agenda speakers. The first five raised hands on the videoconference application will be selected to speak and the first five cards drawn at the meeting will be selected to speak. The number of in-person and remote speakers selected may be adjusted by the Presiding Officer if fewer than five speakers from either format are identified.

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. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker 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. 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. Minutes for Approval
From: City Manager
Recommendation: Approve the minutes for the Council meetings of October 1, 2024 (regular), October 15, 2024 (regular), October 21, 2024 (closed), October 29, 2024 (special and regular).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900

2. 2024 Annual Commission Attendance and Meeting Frequency Report
From: City Manager
Recommendation: In accordance with Resolution No. 71,109-N.S., review and accept the 2024 Annual Commission Attendance and Meeting Frequency Report.
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900

Consent Calendar

3. Contract: Dorothy Day House to Operate Interim Housing at the Howard Johnson Motel
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and all necessary amendments with Dorothy Day House to operate an interim housing program at the Howard Johnson Motel (1619 University Ave.) in an amount not to exceed $5,313,826.28 for the period of November 12, 2024 to December 31, 2028.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

4. Encampment Resolution Funding Round 3 Grant Award
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to receive a $5,395,637.04 Encampment Resolution Funding Round 3 grant award from the State of California, and to enter into contract and all necessary amendments with the State of California resulting from this funding.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

5. Urgency Ordinance for Leasing the Real Property at 1512 University Avenue
From: City Manager
Recommendation: Adopt an Urgency Ordinance to enter into a lease for the real property located at 1512 University Avenue, Berkeley for a term of 48 months.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

6. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on November 19, 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: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Consent Calendar

7. Contract: Royal for Mental Health Ambulance Transport Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Royal Ambulance (Contractor) to provide the following mental health related transport services for the City from January 1, 2025 to December 31, 2027, in an amount up to $6,000,000, with an option to extend for three additional years in one-year increments, for a total contract amount not to exceed $12,000,000.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473

8. Contract No. 32300144 Amendment: Resource Development Associates for Specialized Care Unit (SCU) Evaluation
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32300144 with Resource Development Associates (RDA) to add $40,000 for a not-to-exceed total contract amount of $290,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

9. Request for Proposals for Housing Trust Fund Rehabilitation Projects
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to release a Request for Proposals (RFP) for approximately $6 million in Housing Trust Fund (HTF) program funds to support the rehabilitation of existing affordable rental housing developments in the City's HTF portfolio, to certify Community Housing Development Organizations (CHDO), and to award CHDO operating support. **Financial Implications:** See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

10. Revenue Contract: 2025 Community Services Block Grant
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to accept the 2025 Community Services Block Grant (CSBG) to provide services for low-income people for the period January 1, 2025 to April 30, 2026.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

Consent Calendar

11. Contract No. 112798-1 Amendment: Geographic Technologies Group for Geographic Information System (GIS) Strategic Workplan
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 112798-1 with Geographic Technologies Group (GTG) for Geographic Information System (GIS) professional services, for a total not to exceed $50,000 and for a total contract value of $549,411 from September 14, 2016 to June 30, 2026.
Financial Implications: See report
Contact: Kevin Fong, Information Technology, (510) 981-6500

12. Exclusive Negotiating Agreement with TSA Holdings, LLC, for the Property at 199 Seawall Drive
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute an Exclusive Negotiating Agreement (ENA) with TSA Holdings, LLC (TSA) to develop a lease agreement for the lease of City property at 199 Seawall Drive.
Financial Implications: None
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

13. Ashby BART Transit Oriented Development (TOD) Legal Agreements
From: City Manager
Recommendation: Adopt first reading of an Ordinance that:
1. Authorizes the City Manager to execute contractual agreements with San Francisco Bay Area Rapid Transit District (BART) in order to effectuate transit-oriented development in accordance with the nonbinding term sheet adopted by Council on September 16, 2024 (Resolution No. 71,514-N.S.) and executed by the City and BART on September 21, 2024; and
2. Adopts the Addendum to the Ashby and North Berkeley BART Stations Transit Oriented Development (TOD) Zoning Project EIR and the Adeline Corridor Specific Plan EIR.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400

14. Contract: Nema Construction for FY 2023 Street Light Maintenance Project
From: City Manager
Recommendation: Adopt a Resolution: 1. Approving plans and specifications for the Street Rehabilitation FY 2023 Project, Specification No. 24-11668-C; 2. Accepting the bid of the lowest, responsive and responsible bidder, Nema Construction;
3. Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until completion of the project, in accordance with the approved plans and specifications, in an amount not to exceed $424,465.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

15. Contract: Sposeto Engineering, Inc. for Southwest Berkeley Bikeway and Bus Stop Improvements Project
From: City Manager
Recommendation: Adopt a Resolution, as a condition of receiving grant funding from the State of California Affordable Housing and Sustainable Communities (AHSC) program: 1. Approving plans and specifications for the Southwest Berkeley Bikeway and Bus Stop Improvements Project ("Project"), Specification Nos. 24-11640-C & 24-11666-C; 2. Accepting the bid of Sposeto Engineering, Inc., the lowest responsive and responsible bidder; and 3. Authorizing the City Manager to execute a contract with Sposeto Engineering, Inc. and any amendments, extensions, and/or change orders until completion of the Project in accordance with the approved plans and specifications, in an amount not to exceed $2,390,000, which includes a 10 percent contingency for unforeseen circumstances.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

16. Contract: Telegraph-Channing Parking Garage Restroom Renovation & Elevator Improvements Project
From: City Manager
Recommendation: Adopt a Resolution:1. Approving plans and specifications for Telegraph-Channing Parking Garage Restroom Renovation & Elevator Improvements Project (Project), Specification No. 22-11535-C; and 2. Accepting the bid of W.E. Lyons Construction Co. 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 the Project is completed in accordance with the approved plans and specifications for an amount not to exceed $2,413,689, which includes a contingency of $314,829.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

17. Contract No. 10413C Amendment: LAZ Parking LLC for Managing City-Owned Off-Street Parking Facilities
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 10413C with LAZ Parking, LLC, a parking management company, to provide management services for the Telegraph Channing, Oxford, and Center Street garages, extending the term to December 31, 2026 and increasing the contract amount by $6,073,974 for a total not-to-exceed amount of $22,326,349.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

18. Contract No. 31900036 Amendment: On-Call Civil Engineering Services, Bellecci & Associates, Inc.
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900036 with Bellecci & Associates, Inc. for on-call civil engineering services, increasing the contract amount by $750,000 for a total not-to-exceed the amount of $1,750,000 and extending the term of the contract to June 30, 2026.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

19. Contract No. 31900162 Amendment: Pride Industries, Inc. Contract for Custodial Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900162 with Pride Industries, Inc. for citywide custodial services to: Approve additional appropriations related for performance of this contract and coverage of the Living Wage Ordinance in the amount of $1,100,000 for a total not-to-exceed amount of $6,225,735 which includes updated service rates for Year 6 of the agreement.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

20. Contract No. 32000179 Amendment: Allied Universal Security Service for Citywide Unarmed Security Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32000179 with Allied Universal Security Service (formerly First Alarm Security & Patrol, Inc.) for citywide unarmed security services in the amount of $900,000 for a new total not to exceed $4,450,000 and extend the contract through February 28, 2026.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

21. Contract No. 32300177 Amendment: Baker Tilly for On-Call Professional Development Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32300177 with Baker Tilly, increasing the contract by $100,000 for consulting services in a total amount not to exceed $125,000, with a contract end date of December 31, 2027.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

22. Appointment of Maria Sol and Ashley (Jiahao) Gu to the Mental Health Commission
From: Mental Health Commission
Recommendation: Adopt two Resolutions approving the recommendation for appointment of Maria Sol and Ashley (Jiahao) Gu to the Mental Health Commission both as representatives of the Special Interest Category, Consumer. Maria Sol's 3-year term will begin on November 20, 2024 and end on November 19, 2027. Ashley Gu's 3-year term will begin on November 20, 2024 and end on November 19, 2027.
Financial Implications: None
Contact: Jamie Works-Wright, Commission Secretary, (510) 981-5400

Council Consent Items

23. Exploring the Formation of Joint Powers Authority (JPA) or other entity to Publicly Finance the Development of a Hospital to Meet Regional Healthcare Needs
From: Mayor Arreguin (Author), Councilmember Hahn (Author)
Recommendation: 1. Direct the City Manager and City Attorney to explore establishing legal and financial structures, such as a Joint Powers Authority (JPA) or Hospital District, with relevant East Bay jurisdictions, to facilitate public financing for a full service public acute and emergency care hospital serving Berkeley and the greater East Bay. 2. Authorize the City Manager and City Attorney to engage staff or consultants as needed, and submit further budget requests if additional resources are required.
Financial Implications: See report
Contact: Jesse Arreguin, Mayor, (510) 981-7100, Sophie Hahn, Councilmember, District 5, (510) 981-7150

24. Referral to City Manager: Equity for Black Berkeley (E4BB) Initiative
From: Mayor Arreguin (Author)
Recommendation: Adopt a Resolution, recognizing the vision and goals of the Equity for Black Berkeley (E4BB, previously referred to as EBB), historicizing the work that has been completed to date, recognizing the current and past City staff and external stakeholders involved with E4BB, and maintaining E4BB as a priority of the City.
Refer to the City Manager the following actions to be taken:
1. Establish a representative for E4BB (the "E4BB Representative") with the following responsibilities: a. Represent the City's interests when relating to matters of the E4BB initiative; b. Liaise between City officials and external partners and parties associated with E4BB; c. Draft policies that advance the work aligned with vision and goals of E4BB in connection with the Mayor's Office and other legislators within the City and across jurisdictions and agencies, as needed; d. Oversee and coordinate the implementation of work related to E4BB across the City and with external stakeholders, providing updates to the Mayor's Office, as appropriate; and e. Pursue internal and external resources and funding opportunities to advance the work of E4BB in the near- (1-2 years) and long-term (3+ years).

Council Consent Items

2. Determine the appropriate staffing and financial resources needed to monitor and communicate the implementation of the following existing and future projects and policies related to E4BB with the E4BB Representative: a. Implementation of Ashby BART TOD; b. Data collection and analysis of the impact of the Preference Policy; c. Implementation of Housing Element, with particular attention in identifying priorities sites for expanding the efficacy of the Preference Policy and what unmet needs may be invested in through the establishment of a non-governmental organization outside of the City; d. Improvements to establish cultural vibrancy and accessibility in South Berkeley, creating recommendations for what potential EIFD funds can be used towards; e. Growth opportunities to expand the economic viability of small businesses and commerce in the South Berkeley area, including support to sustain and grow the success of the Berkeley Flea Market; f. Facilitating the intersection of the African American Holistic Resource Center (AAHRC) with relevant work in South Berkeley, particularly the new Ashby TOD residents and EFID related projects; g. Management of financing, expenditures, and balance sheets received by the City related to E4BB including but not limited to grants, City investments from the General Fund, and an EIFD fund; h. Legal representation and support with negotiations, contracts, and MOUs with outside jurisdictions, external E4BB partners, and internal discussions of authority and governance; and i. Provide 1) supervision of an unpaid staff person offered by the Partnership for the Bay's Future (PBF) grant program (should the City of Berkeley become selected as a government host site) and 2) communication on the progress and connection of projects relating to E4BB including but not limited to the Ashby BART TOD, Black Arts and Cultural District, Small Sites, EIFD, Black Health Equity Zone, Berkeley Flea Market and AAHRC.
3. With assistance from the E4BB representative, create a template MOU to be drafted and circulated with outside groups engaged in E4BB, including, but not limited to: a. Berkeley Flea Market; b. Healthy Black Families; c. San Francisco Foundation; and d. External Consultants (Ndidi Love, Randolph Belle aka Creative Development Partners, communications experts, etc).
4. Work with the E4BB Representative to pursue additional external and internal investments to help with creating a non-governmental organization to manage a community investment fund beyond 2026 and transition the work of E4BB to be managed within this entity.
Financial Implications: See report
Contact: Jesse Arreguin, Mayor, (510) 981-7100

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 the Action Calendar public comment period on the 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. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker 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,

Action Calendar

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.

The Presiding Officer may open and close an additional comment period for Action items on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters), at the start of the Action Calendar. 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 – New Business

25. Amendment: FY 2025 Annual Appropriations Ordinance
From: City Manager
Recommendation: Adopt first reading of an Ordinance amending the FY 2025 Annual Appropriations Ordinance No. 7,926–N.S. for fiscal year 2025 based upon recommended re-appropriation of committed FY 2024 funding and other adjustments authorized since July 1, 2024.
Financial Implications: See report
Contact: Sharon Friedrichsen, Budget Manager, (510) 981-7000

26. Amendments to BMC Chapter 22.16, Development Agreement Procedures
From: City Manager
Recommendation: Adopt first reading of an Ordinance amending BMC Chapter 22.16, "Development Agreement Procedures."
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (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, and through the City's online records portal: https://records.cityofberkeley.info/.

Agendas, agenda reports, and revised/supplemental material may be accessed via the online agenda for this meeting at:
https://berkeleyca.gov/your-government/city-council/city-council-agendas
and may be accessed 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 ada@berkeleyca.gov, (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.

Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900 or by email at clerk@berkeleyca.gov.

~~~~~~

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 November 7, 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.

Item #4: Encampment Resolution Funding Round 3 Grant Award

1. Yesica Prado and Gordon Gilmore on behalf of the Berkeley Homeless Union

Cordornices Creek

2. Friends of Five Creeks
3. Peter Radu

Road Paving on Virginia St.

4. Tiana Robinson

Fair Contract

5. Gwen Weinreich
6. Sabina McMurtry
7. Larry Snyder
8. Kevin Sun

Safety Concerns

9. Leah Shelleda

Encampment Requests

10. Robb M. Walker

Middle East Conflict

11. Matt O'Brien

Traffic Study

12. Tim Hassler

Street Sweeping/Construction Conflict

13. Jesse Sheehan
14. UC Berkeley Capital Strategies
15. Scott Salas

Waterfront Concern

16. Louise Rafkin

Housing Concern

17. Ann Marie Davis (2)

Merchant Parking Costs

18. Evan McDonald

Parking Study
19. Gordon Stout

Upzoning
20. Vincent Casalaina
21. Vicki Sommer
22. Janice Schroeder
23. Carol Hirth
24. Mary Ann Gallagher
25. Chris Gilbert
26. Christopher Riess
27. Bernard Marszalek
28. John Rice
29. 44 Similarly worded form letters

URL's
30. Russbumper (2)
31. Josh Atwood
32. Keith Bayne (2)

Forwards of Current Events
33. Eid (3)
34. Russbumper
35. David L. Axelrod

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.

01

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Mark Numainville, City Clerk

Subject: Minutes for Approval

RECOMMENDATION
Approve the minutes for the Council meetings of October 1, 2024 (regular), October 15, 2024 (regular), October 21, 2024 (closed), October 29, 2024 (special and regular).

CONTACT PERSON
Mark Numainville, City Clerk, (510) 981-6900

Attachments:
1. October 1, 2024 – Regular City Council Meeting
2. October 15, 2024 – Regular City Council Meeting
3. October 21, 2024 – Special Closed City Council Meeting
4. October 29, 2024 – Regular City Council Meeting
5. October 29, 2024 – Special City Council Meeting

Attachment 1

MINUTES

BERKELEY CITY COUNCIL MEETING

Tuesday, October 1, 2024
6:00 PM

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

TELECONFERENCE LOCATION - 1404 LE ROY AVE, BERKELEY, CA 94708

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. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1611781735. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial ***1-669-254-5252 or 1-833-568-8864 (Toll Free)*** *and enter* ***Meeting ID: 161 178 1735****. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

Government Code Section 84308 (Levine Act) *- Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 6:09 p.m.

Present: Kesarwani, Taplin, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Bartlett

Councilmember Bartlett present at 6:13 p.m.

Report from Closed Session
City Council met in closed session on September 30, 2024, pursuant to Government Code Section 54956.9(d)(2) to:

1) Provide direction to outside counsel and approve a stipulated settlement of permanent disability with an Award of lifetime future medical care, or in the alternative, by Compromise and Release with a release of future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ19391581 and ADJ15774154.
2) Provide direction to outside counsel and approve a stipulated settlement of permanent disability with an Award of lifetime future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ11251943, ADJ14359848 and ADJ19087904.
3) Provide direction to outside counsel and approve a stipulated settlement of permanent disability with an Award of lifetime future medical care, or in the alternative, by Compromise and Release with a release of future medical care, as to a workers' compensation matter WCAB Case Numbers: ADJ15258918 and ADJ15259424.

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

1. Recognition of the Indigenous People's Day Pow-Wow and Indian Market, October 12, 2024

City Manager Comments: None

Public Comment by Employee Unions: 1 speaker.

Public Comment on Non-Agenda Matters: 11 speakers.

Consent Calendar

Public Comment on Consent Calendar and Information Items Only: 16 speakers.

Action: M/S/C (Arreguin/Hahn) to adopt the Consent Calendar in one motion except as indicated.
Vote: All Ayes.

1. **Unrepresented Employee Manual Amendments for Measure KK Compliance**
   From: City Attorney
   Recommendation: Adopt a Resolution authorizing the amendment of the Unrepresented Employee Manual to conform to Section 113 of the City Charter (Measure KK).
   Financial Implications: None
   Contact: Farimah Brown, City Attorney, (510) 981-6950
   Action: Adopted Resolution No. 71,519–N.S.

2. **Grant Application: Regional Measure 3: 2025 Safe Routes to Transit and Bay Trail Program for the Bay Trail Extension**
   From: City Manager
   Recommendation: Adopt a Resolution authorizing the City Manager to submit a grant application to the Metropolitan Transportation Commission (MTC) Regional Measure 3: 2025 Safe Routes to Transit and Bay Trail Program (SR2TBT) for the fourth phase of the Berkeley Bay Trail Extension Project for up to $4 Million; accept the grants if awarded, and execute any resulting agreements and amendments.
   Financial Implications: See report
   Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
   Action: Adopted Resolution No. 71,520–N.S.

3. **Grant Contract: Housing and Urban Development (HUD) for the African American Holistic Resources Center Project**
   From: City Manager
   Recommendation: Adopt a Resolution authorizing the City Manager or their designee to accept the U.S. Department of Housing and Urban Development (HUD) grant for the African American Holistic Resources Center Project in the amount of $1,000,000, execute any resulting grant agreements and any amendments; and that Council authorize the implementation of the pre-construction work and appropriation of funding for related expenses, subject to securing the grants.
   Financial Implications: See report
   Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
   Action: Adopted Resolution No. 71,521–N.S.

Consent Calendar

4. Amending the Berkeley Hazardous Materials and Waste Management Code
From: City Manager
Recommendation: Adopt first reading of an Ordinance amending Berkeley Municipal Code (BMC) Chapter 15.12, Berkeley Hazardous Materials and Waste Management.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Adopt first reading of Ordinance No. 7,936–N.S. Second reading scheduled for October 15, 2024

5. Grant Applications: Regional Measure 3: Safe Routes to Transit and Bay Trail Program
From: City Manager
Recommendation: Adopt two Resolutions authorizing the City Manager to submit grant applications to the Metropolitan Transportation Commission (MTC) Regional Measure 3: 2025 Safe Routes to Transit and Bay Trail Program (SR2TBT) for the following projects: Southwest Berkeley Bike Boulevards for up to $4 million; Adeline Street Quick-Build for up to $1.05 million; accept the grants if awarded, and execute any resulting agreements and amendments.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,522–N.S. (Bike Boulevards) and Resolution No. 71,523–N.S. (Quick-Build).

Council Consent Items

6. Budget Referral and Technical Support for La Peña Cultural Center
From: Councilmember Hahn (Author), Councilmember Humbert (Author), Councilmember Bartlett (Author)
Recommendation:
1. Direct the City Manager to work with La Peña Cultural Center to offer support during a post-pandemic time of temporary financial crisis, with all technical and financial assistance and any and all other resources at the City's disposal. Further request the City Manager connect La Peña Cultural Center with any potential outside resources and funding.
2. Refer to the November Budget Process a one-time emergency grant of $150,000 to La Peña Cultural Center, pending an evaluation of the organization's current financial situation and plans for long term recovery by the City's Economic Development and Civic Arts team.
Financial Implications: See report
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150
Action: Approved recommendation as revised in Supplemental Communications Packet #1 to add Councilmember Lunaparra as a co-sponsor.

Action Calendar – New Business

7. Resolution Name a City of Berkeley Major Street in Honor of Daniel Ellsberg
From: Peace and Justice Commission
Recommendation: Adopt a Resolution that the City of Berkeley Council name a Berkeley major street in honor Daniel Ellsberg to serve as an ongoing reminder of Berkeley's commitment to peace.
Financial Implications: None
Contact: Okeya Vance-Dozier, Commission Secretary, (510) 981-7100
Action: Moved to the Consent Calendar to refer the item to the Transportation and Infrastructure Commission for evaluation under the City's naming policy for public facilities.

Public Comment – Items Not Listed on the Agenda – 0 speakers.

Adjournment

Action: M/S/C (Arreguin/Hahn) to adjourn the meeting.
Vote: All Ayes.

Adjourned at 7:31 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting held on October 1, 2024.

_____
Mark Numainville, City Clerk

Communications

Item #6: Budget Referral and Technical Support for La Peña Cultural Center
1. Six similarly-worded form letters

URL's
2. Russbumper (2)

UA Theater
3. 29 Similarly-worded form letters

Burrowing Owls
4. Mary Price
5. Crystal Brunzell
6. Basho
7. Anita Pereira
8. Martin Nicolaus

9. Pamela Michaud
10. Mari Metcalf

Encampment Policy Concerns
11. Pacia Sallomi
12. Suzanne P. McKee
13. Susan Kaplan
14. Julia Frantz
15. Heather Mulhall
16. William
17. Becca Freed
18. Peter Ross
19. Meryl & Aimee
20. Fran Haselsteiner
21. Eric Friedman

Courtesy Notice
22. Ilan Wurman

Cal-Sailing & J-Dock
23. Gordon Stout
24. Ben Lee
25. Camille Antinori
26. Edward Schlesinger
27. Ernest Galvan
28. Kevin Williams
29. 27 Similarly-worded form letters

Rehabilitative Services
30. Lucia Hammond

Check Cashing
31. Alexander Merenkov

Chess Club Construction Concern
32. Jesse Sheehan

Middle Housing
33. Jim McGrath

Council Meeting Concerns
34. 16 Similarly worded-form letters

Keepers of the Creek
35. Mark Merritt

Public Comment Concern
36. Russbumper

Panoramic Hill
37. Janice Thomas

Zoning Conerns
38. John J. Parman

TOPA
39. Julie Holland

Police Accountability Board Texting Item
40. Kandea Mosley Gandhi on behalf of the League of Women Voters of Berkeley, Albany, Emeryville

Ashby Park
41. Carol Nyhoff

Towing Concern
42. Andrea Henson

Ballot Measure Ratings
43. Mike Henn

Political Climate
44. Mercedes Deboir

Disposition of PRA Complaint
45. Stephen A. Hylas, Acting Secretary, on behalf of the Open Government Commission

Graffiti
46. Dahlia Frydman
47. Dorothea Dorenz

Loud Honking
48. Elsa Tranter

Apartment Review Concern
49. Ann Marie Davis

New Store Inquiry
50. Josh Atwood

Newsletter

51. Russbumper

Supplemental Communications and Reports 1

Item # 6: Budget Referral and Technical Support for La Peña Cultural Center

52. Supplemental agenda material submitted by Councilmember Sophie Hahn
53. Krishen Laetsch
54. Lorraine Lerman
55. Paloma Salazar
56. Daisy Muralles
57. Maura McDonagh
58. Leslie Correll
59. Julie Twichell
60. Judy Helfand
61. Nine similarly-worded form letters

Supplemental Communications and Reports 2

Item #6: Budget Referral and Technical Support for La Peña Cultural Center

62. Terry McClain
63. Lezak Shallat
64. Angelica Casas Murillo
65. Ben White
66. Eric Leeson
67. Natalie Miramontes
68. Andrea Valverde
69. Jenny Miner

Supplemental Communications and Reports 3

Item #6: Budget Referral and Technical Support for La Peña Cultural Center

52. Stephanie Hooper

Miscellaneous Communications

53. Eid (3)
54. Unknown

Attachment 2

MINUTES

BERKELEY CITY COUNCIL MEETING

Tuesday, October 15, 2024
6:00 PM

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

TELECONFERENCE LOCATION - 1404 LE ROY AVE, BERKELEY, CA 94708

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. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1613604094 To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial ***1-669-254-5252 or 1-833-568-8864 (Toll Free)*** *and enter* ***Meeting ID: 161 360 4094*** *To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

Government Code Section 84308 (Levine Act) *- Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 6:11 p.m.

Present: Taplin, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani

Councilmember Taplin requested to participate remotely under the Brown Act.

Action: M/S/C (Arreguin/Tregub) to allow Councilmember Taplin to participate in the meeting under the emergency circumstances provisions of the Brown Act.
Vote: Ayes - Taplin, Bartlett, Tregub, Hahn, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani.

Councilmember Kesarwani present at 6:16 p.m.

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

1. Recognition of Gordon Wozniak for his many years of service to the Berkeley community
2. Recognition of National Breastfeeding Month – October 2024
3. Meeting Adjourned in Memory of Arthur Bloom, Community Activist

City Manager Comments:

The City Manager removed Item 24 Amendments to the of Berkeley Green Code from the agenda to allow more time for analysis and development.

Public Comment on Non-Agenda Matters: 9 speakers.

Action: M/S/C (Arreguin/Tregub) to accept an urgency item from Councilmember Tregub pursuant to Government Code Section 54954.2(b)(2) entitled Resolution in Support of Proposition 6 to Amend Article 1, Section 6 of the California Constitution.
Vote: All Ayes.

Urgent Item: Resolution in Support of Proposition 6 to Amend Article 1, Section 6 of the California Constitution
From: Councilmember Tregub (Author), Councilmember Lunaparra (Author), Mayor Arreguin (Co-Sponsor)
Recommendation: Adopt a resolution in support of Proposition 6, which will appear on the California general election ballot on November 5th, 2024, and distribute copies to the Governor of California, the Speaker of the California Assembly, the President pro Tempore of the California State Senate, and other appropriate state and local officials to advocate for its passage.
Financial Implications: See report
Contact: Igor Tregub, Councilmember, District 4, (510) 981-7140
Action: Adopted Resolution No. 71,524–N.S.

Consent Calendar

Public Comment on Consent Calendar and Information Items Only: 32 speakers.

Action: M/S/C (Arreguin/Hahn) to adopt the Consent Calendar in one motion except as indicated.
Vote: All Ayes.

1. **Amending the Berkeley Hazardous Materials and Waste Management Code**
   From: City Manager
   Recommendation: Adopt second reading of an Ordinance No. 7,936-N.S. amending Berkeley Municipal Code (BMC) Chapter 15.12, Berkeley Hazardous Materials and Waste Management.
   First Reading Vote: All Ayes.
   Financial Implications: See report.
   Contact: Jordan Klein, Planning and Development, (510) 981-7400
   Action: Adopted second reading of Ordinance No. 7,936–N.S.

2. **Contract #102814-1 Amendment: Konica Minolta Business Services, Inc. for Electronic Content Management System and Agenda Management and Workflow System**
   From: City Manager
   Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract #102814-1 with Konica Minolta Business Solutions, Inc. for software maintenance and related services for OnBase, an Electronic Content Management System (ECMS) and agenda management and workflow system, to increase the not-to-exceed amount by $381,949 for a total not to exceed amount of $922,953 for regular annual maintenance costs and version updates, and authorize annual renewals through September 18, 2029.
   Financial Implications: General Fund - $381,949
   Contact: Mark Numainville, City Clerk, (510) 981-6900
   Action: Adopted Resolution No. 71,525–N.S.

Consent Calendar

3. *Item Removed from Agenda by City Manager* Cooperative Agreement with East Bay Regional Parks District
From: City Manager
Contact: Peter Radu, City Manager's Office, (510) 981-7000

4. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on October 15, 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: See report.
Contact: Henry Oyekanmi, Finance, (510) 981-7300
Action: Approved recommendation.

5. Contract: Mission Critical Partners for Emergency Communications Consulting Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a piggyback contract and any amendments with Mission Critical Partners, LLC, using the California Multiple Award Schedules (CMAS) contract No. 3-13-70-3020A in an amount not to exceed $300,000 for the enhancement of mission-critical communications systems from November 1, 2024, through May 30, 2026, with two (2), two (2) year options to extend.
Financial Implications: See report.
Contact: David Sprague, Fire, (510) 981-3473
Action: Adopted Resolution No. 71,526–N.S.

6. PATH CITED Round 3 Revenue Grant Agreement
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to accept a grant award, and execute any agreements, in the amount of $96,901.88 for Fiscal Year 2025, from the PATH CITED initiative to support the development of the City of Berkeley's Health, Housing, and Community Services Department's Enhanced Care Management Program. This grant agreement requires matching funding from the City in the amount of $96,901.88.
Financial Implications: See report.
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,527–N.S.

Consent Calendar

7. Contract No. 32200162-1 Amendment: Thirdwave Corporation for Professional Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32200162 with ThirdWave Corporation to increase the not to exceed (NTE) amount by $36,020, utilizing one-time funds. The amendment will increase the NTE amount from $275,000 to $311,020 through June 30, 2025.
Financial Implications: See report.
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,528–N.S.

8. Revise Salary Range – Aquatics Specialist II
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to revise the salary range of the unrepresented Aquatics Specialist II classification in order to remedy salary compaction with Aquatics Specialist I.
Financial Implications: See Report.
Contact: Aram Kouyoumdjian, Human Resources, (510) 981-6800
Action: Adopted Resolution No. 71,529–N.S.

9. Purchase Order: Coast Counties Truck & Equipment Co. for Zero Waste Vehicle Parts
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with Coast Counties Truck & Equipment Co. for the purchase of Zero Waste long-haul vehicle parts for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $600,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,530–N.S.

10. Purchase Order: Pape Kenworth for Zero Waste Tractor Trailer Parts
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City, allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with Pape Kenworth for the purchase of Zero Waste tractor trailer parts for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $300,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,531–N.S.

Consent Calendar

11. Purchase Order: Western Truck Center for Zero Waste Vehicle Parts and Repairs
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with Western Truck Center for the purchase and repairs of Zero Waste vehicle parts and repairs for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $400,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,532–N.S.

12. Contract: Shaw Industries, Inc. for Civic Center Building Carpet Replacement Project
From: City Manager
Recommendation: Adopt a Resolution:
1. Approving the CMAS Contract with Shaw Industries, Inc. for Carpet Replacements at the Civic Center Building; 2. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the terms and conditions of the agreements with Shaw Industries, Inc. in an amount not to exceed $107,460, which includes a contingency of $10,367.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,533–N.S.

13. Contract No. 32000067 Amendment: GHD, Inc. for Preparation of a Sanitary Sewer Master Plan
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32000067 with GHD, Inc. for further development of a Sanitary Sewer Master Plan, also known as a Sanitary Sewer System Plan (SSP), and Related Engineering Services in an amount not to exceed $350,000 for a total not to exceed $1,290,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,534–N.S.

Consent Calendar

14. Purchase Order: Arata Equipment Company for Zero Waste Vehicle Parts and Repairs
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City of Berkeley allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with Arata Equipment Company for the purchase and repairs of Zero Waste vehicle parts for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $500,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,535–N.S.

15. Purchase Order: McNeilus Truck and Manufacturing for Zero Waste Vehicle Parts
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with McNeilus Truck and Manufacturing, for the purchase of Zero Waste vehicle parts and services for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $350,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,536–N.S.

16. Grant Applications: Alameda County Transportation Commission Comprehensive Investment Plan 2026
From: City Manager
Recommendation: Adopt two Resolutions authorizing the City Manager or their designee to: Submit grant applications to the Alameda County Transportation Commission for up to $4 million in Comprehensive Investment Plan (CIP) funding for the Adeline Street Transportation Improvement Project ($2 million), and Telegraph Complete Streets Corridor Project ($2 million), respectively; accept the grants awarded; and execute any resultant agreements and amendments.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,537–N.S. (Adeline) and Resolution No. 71,538–N.S. (Telegraph).

Consent Calendar

17. Purchase Order: Golden State Emergency Vehicle for Fire Vehicle Parts and Repairs
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with Golden State Emergency Vehicle for the purchase and repairs of fire vehicle parts for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $1,300,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,539–N.S.

18. Purchase Order: Nicholas K Corp dba the Ford Store San Leandro for two (2) 2024 Ford T350 E Transit Vans
From: City Manager
Recommendation: Adopt a Resolution satisfying the requirements of City Charter allowing the City Manager to participate in Alameda County GSA Master Contract No. 901979 and authorize the City Manager to execute a purchase order for two (2) 2024 Ford T350 E Transit Vans with Nicholas K Corp dba the Ford Store San Leandro in an amount not to exceed $165,500.00.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,540–N.S.

19. Purchase Order: Pape Machinery, Inc. for Heavy Equipment Parts and Repairs
From: City Manager
Recommendation: Adopt a Resolution satisfying bid requirements of the City of Berkeley allowing the City to participate in Sourcewell (formerly NJPA) contract bid procedures, authorizing the City Manager to execute a purchase order with Pape Machinery, Inc. for the purchase and repairs of heavy equipment parts for the period October 1, 2024 to December 31, 2027 for an amount not to exceed $1,000,000.
Financial Implications: See report.
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,541–N.S.

Consent Calendar

20. Councilmember Taplin's Referral regarding Cal Sailing Club's six historic J-Dock berths
From: Parks and Waterfront Commission
Recommendation: Recommend that Council adopt a resolution designating Cal Sailing Club's six historic J-Dock berths for safety training for boating activities, community service, and recreational education uses, and directing the City Manager to retain the six slips for Cal Sailing Club (CSC) to use for nonprofit sailing instruction programs and to be reviewed every four years.
Financial Implications: See report.
Contact: Roger Miller, Commission Secretary, (510) 981-6700
Action: Adopted Resolution No. 71,542–N.S. as revised material in Supplemental Communications Packet #1 from Councilmember Taplin, and further amended for the second resolved clause to read:

BE IT FURTHER RESOLVED, that the City of Berkeley will retain the six slips (J360, J362, J364, J366, J368, J398) for Cal Sailing Club (CSC) to use for nonprofit sailing instruction programs, so long as CSC complies with the city policy titled: The Use of Berths at the Berkeley Marina by Nonprofit Organizations Providing Community Services, as described in Resolution No. 66,544-N.S, and subsequent revisions.

Council Consent Items

21. Amending BMC Section 9.04.165 -Tax Exemption for Research & Development Grants
From: Mayor Arreguin (Author)
Recommendation: Adopt a first reading of an Ordinance amending Berkeley Municipal Code Section 9.04.165 to exempt the taxation of business gross receipts relating to government and philanthropic research and development grants in the public interest.
Financial Implications: See report.
Contact: Jesse Arreguin, Mayor, (510) 981-7100
Action: Item 21 scheduled for November 12, 2024 on the Action Calendar.

22. Naming the Harrison Street Skate Park in Honor of Terrance McCrary
From: Councilmember Kesarwani (Author)
Recommendation: Referral to the Parks, Recreation and Waterfront Commission to officially name the Harrison Street Skate Park in honor of Terrance McCrary, Jr., former skateboard counselor in training with our Recreation Division's Skate Camp and Berkeley resident killed by gun violence.
Financial Implications: See report.
Contact: Rashi Kesarwani, Councilmember, (510) 981-7110
Action: Councilmembers Bartlett and Hahn added as co-sponsors. Approved recommendation.

Council Consent Items

23. Russell Street Halloween Festivities: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds
From: Councilmember Humbert (Author), Councilmember Hahn (Co-Sponsor)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed $1,000 per Councilmember including $1,000 from Councilmember Humbert to the Claremont Elmwood Neighborhood Association for Russell Street Halloween festivities with funds relinquished to the City's General Fund for this purpose from the discretionary Council Office Budgets of Councilmember Humbert and any other Councilmembers who would like to contribute.
Financial Implications: Councilmember's Discretionary Funds - $1,000
Contact: Mark Humbert, Councilmember, District 8, (510) 981-7180
Action: Adopted Resolution No. 71,543–N.S. revised to include contributions from the following Councilmembers up to the amount listed: Vice-Mayor Wengraf - $150; Councilmember Bartlett - $150; Councilmember Lunaparra - $250; Councilmember Hahn - $250; Councilmember Kesarwani - $100; Councilmember Taplin - $250.

Action Calendar – New Business

24. Amendments to the of Berkeley Green Code to require all newly constructed buildings to be Zero NOx Emission Buildings
From: City Manager
Recommendation:
1. Adopt first reading of an Ordinance amending the Berkeley Green Code, BMC Chapter 19.37, to require all newly constructed buildings to be Zero NOx Emission Buildings with two exceptions: 1) for industrial or manufacturing processes; and 2) for cooking equipment serving nonresidential occupancies in buildings; and
2. Adopt a Resolution setting forth findings of local conditions that justify more stringent regulations than those provided by the 2022 California Green Building Standards Code with Mid-Cycle Supplements.
Financial Implications: See report.
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Item removed from the agenda by the City Manager.

Council Action Calendar

25. Resolution: Opposition to Police Brutality and Use of Force on Nonviolent Protesters *(Reviewed by Public Safety Committee)*
From: Councilmember Harrison (Author)
Recommendation:
Adopt a Resolution reaffirming the City of Berkeley's opposition to and condemning police brutality towards nonviolent protesters and discouraging use of "less-lethal" weapons for crowd control.
Policy Committee Recommendation: No final action taken. Item is automatically returning to the Council agenda pursuant to the time limit for items referred to policy committees.
Financial Implications: See report.
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140
Action: Referred to the Public Safety Committee.

26. Community Safety Plans for a Safe and Resilient Berkeley
From: Councilmember Hahn (Author)
Recommendation: Refer to the City Manager to create four strategic, single-subject Community Safety Plans to effectively reduce Gun Violence, Sexual Assault, Retail Theft, and Traffic Violence. Return Plans to the City Council for review and approval.
Financial Implications: See report.
Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150
Action: Councilmember Tregub added as a co-sponsor. Referred to the Public Safety Committee.

Information Reports

27. Civic Arts Grant Awards: Fiscal Year 2025
From: City Manager
Contact: Eleanor Hollander, Economic Development, (510) 981-7530
Action: Received and filed.

28. LPO NOD: 2436-2442 Haste Street, #LMIN2024-0002
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Received and filed.

29. LPO NOD: 1614 Sixth Street/#LMSAP2024-0003
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
Action: Received and filed.

Adjournment

Action: M/S/C (Arreguin/Hahn) to suspend the rules and adjourn the meeting.
Vote: All Ayes.

Adjourned at 8:18 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting held on October 15, 2024.

_____
Mark Numainville, City Clerk

Communications

Item #20: Councilmember Taplin's Referral regarding Cal Sailing Club's six historic J-Dock berths
1. J. Graeme Lowe
2. Mariya and Ryan Alder
3. Joel B. Gussman
4. John Taussig
5. Kelly Saturno
6. Cesare Garlati

Amended Registration Statement
7. Peter Seyranian

Public Health Department
8. Ned Himmel

Housing Concern
9. Planet Glassberg

UA Theater
10. Dale Sophiea
11. Oliver Kay
12. Laura Linden
13. Anastasia Rose Ellis
14. Rusty Cohn

Berkeley Art Center
15. Amy Yoshitsu

Aurora Theater

16. Josh Costello

Homeless Solution
17. Michaela Mordecai

Middle East Conflict
18. Jack Kurzweil
19. Elana Auerbach
20. David Weintraub

Berkeley School Board
21. Laura Babitt

Bus Schedule Changes
22. Anne Herrick
23. Michael Eshelman

Cease and Desist Letter
24. Yesica Prado and Gordon Gilmore on behalf of the Berkeley Homeless Union

Homeless RV Centers
25. Scott Robinson

Derby and Warring Intersection
26. Hermine Rule

Public Art Impact Fee
27. James M. Lloyd

Jack London Square
28. Dirk Neyhart

United Against Hate Week
29. Jennifer Coffey

CERT Training
30. Richard Schwartz

Zoning Concerns
31. Jodi Carter
32. Emilie Strauss

Natural Gas
33. Walter Wood

Proposed Proclamation
34. The Indigenous Peoples Day Pow Wow Committee
35. Susan Louie

Peace and Justice Commission
36. Cielo Rios

Police Report Request
37. Mike Vandeman

Construction Concerns
38. Aishah and Uchi-Deshi

Construction Sweeper Concerns
39. Jesse Sheehan (4)

Barkely Beach
40. Patrick Hall

12 Panoramic Way
41. Lisa Handwerker

Measure BB
42. Lynn Sherrell

Missing Middle
43. Susan Nunes Fadley

Signage at Rainbow Doughnuts
44. Carol Denney

Monterey Market
45. Armand Seguin

Kiosk in Downtown Berkeley
46. Ghawar Camij Toschian

East Bay PAC
47. Nilang Gor

Burrowing Owls
48. Martin Nicolaus
49. Ruth Hurvitz
50. Erika St. John

Newsletter
51. Eid
52. Erwan Illian
53. Vivian Warkentin
54. Russbumper

URL's
55. Russbumper (11)
56. Josh Atwood (10)
57. Keith Bayne

Forwards For Current Events
58. Eid (8)
59. Josh Atwood

Middle East Conflict and Peace & Justice Commission
60. 6,276 similarly worded form letters "Vote No on Ceasefire and related Resolutions"

Supplemental Communications and Reports 1

Item #20: Councilmember Taplin's Referral regarding Cal Sailing Club's six historic J-Dock berths
61. Revised agenda material submitted by Councilmember Taplin

Item #21: Amending BMC Section 9.04.165 -Tax Exemption for Research & Development Grants
62. Joshua Yang
63. Wesley Jackson
64. Beth Roessner
65. Jack Kurzweil

Item #24: Amendments to the of Berkeley Green Code to require all newly constructed buildings to be Zero NOx Emission Buildings
66. Ted Obbard

Supplemental Communications and Reports 2

Item #21: Amending BMC Section 9.04.165 -Tax Exemption for Research & Development Grants
67. Sibyl Chen, Berkeley SkyDeck and Bakar Labs
68. Phillip Denney, Big Ideas@Berkeley
69. Darren Cooke, UC Berkeley Interim Chief Innovation & Entrepreneurship Officer
70. Gael Alcock
71. Sylvia Santillanez
72. Julian Rees, HOPO Therapeutics, Inc.
73. Jill Fuss, Activate Berkeley
74. Jim McGrath

75. Sanjay Kumar, UC Berkeley California Institute for Quantitative Biosciences (QB3-Berkeley)
76. Paola Laverde
77. Summer Brenner (2)
78. Bekka Fink
79. Elana Auerbach
80. Jose Vilar
81. Michelle Lu, Novel Farms, Inc.
82. Jack Kurzweil
83. Joanna Graham
84. Jennifer Steele
85. Rachel Bradley

Item #24: Amendments to the of Berkeley Green Code to require all newly constructed buildings to be Zero NOx Emission Buildings

86. Axel Ramel and Anne Pernick on behalf of Stand.earth
87. Daniel Tahara

Item #26: Community Safety Plans for a Safe and Resilient Berkeley

88. Stefanie and William Guynn

Urgent Item: Resolution in Support of Proposition 6 to Amend Article 1, Section 6 of the California Constitution

89. Urgent Item submitted by Councilmember Tregub

Supplemental Communications and Reports 3

Attachment 3

BERKELEY CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, OCTOBER 21, 2024
3:00 P.M.

REDWOOD ROOM – 2180 MILVIA STREET, BERKELEY, CA 94704
TELECONFERENCE LOCATION – 1404 LE ROY AVENUE, BERKELEY, CA 94708
TELECONFERENCE LOCATION - 1619 EDITH STREET, BERKELEY, CA 94703

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.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1600391745. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter Meeting ID: **160 039 1745**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 3:06 p.m.

Present: Taplin, Tregub, Hahn, Lunaparra, Humbert, Arreguin

Absent: Kesarwani, Bartlett, Wengraf

Councilmember Kesarwani present at 3:17 p.m.

Councilmember Wengraf present at 4:02 p.m.

Public Comment - Limited to items on this agenda only – 1 speaker

CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

1. **CONFERENCE WITH LABOR NEGOTIATORS; GOVERNMENT CODE SECTION 54957.6**

   Negotiators: Paul Buddenhagen, City Manager, LaTanya Bellow, Deputy City Manager, Anne Cardwell, Deputy City Manager, Aram Kouyoumdjian, Human Resources Director, Chaka Young, Employee Relations Manager, Jonathan Holtzman, Labor Negotiator, Burke Dunphy, Labor Negotiator

   Employee Organizations: Berkeley Fire Fighters Association Local 1227 I.A.F.F., Berkeley Fire Fighters Association, Local 1227 I.A.F.F. / Berkeley Chief Fire Officers Association; Berkeley Police Association; SEIU 1021 Community Services and Part-time Recreation Activity Leaders, SEIU 1021 Maintenance and Clerical, Public Employee Union Local 1, Unrepresented Employees

   Action: No reportable action taken.

2. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a) AND 54956.9(d)(1):**

   a. *Porter Smith v. City of Berkeley, et al. United States District Court, Northern District, Case No. 24-cv-04691-JSW*

      Action: Item removed from the agenda by the City Attorney.

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTIONS 54956.8:**

Property Address:	199 Seawall Drive, Berkeley CA
Agency Negotiators:	Scott Ferris, Parks, Recreation & Waterfront; Christina Erickson, Parks, Recreation & Waterfront
Negotiating Parties:	(1) City of Berkeley and TSA Holding Group, LLC; and (2) City of Berkeley and Sans Souci Investment, Inc.; and (3) City of Berkeley and Dull2Sharp Holdings, LLC.
Property Owner:	City of Berkeley
Under Negotiation:	Lease Price and Terms

   Action: No reportable action taken.

OPEN SESSION:

No reportable action taken.

Adjournment

Action: M/S/C (Arreguin/Humbert) to adjourn the meeting.
Vote: Ayes - Kesarwani, Taplin, Tregub, Wengraf, Lunaparra, Humbert, Arreguin; Noes - None; Abstain - None; Absent – Bartlett, Hahn.

Adjourned at 5:16 p.m.

I hereby certify that the foregoing is a true and correct record of the closed session meeting held on October 21, 2024.

_____
Mark Numainville, City Clerk

Attachment 4

MINUTES

BERKELEY CITY COUNCIL MEETING

Tuesday, October 29, 2024
6:00 PM

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

TELECONFERENCE LOCATION - 1404 LE ROY AVE, BERKELEY, CA 94708

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. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1604285038. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 160 428 5038**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 6:36 p.m.

Present: Kesarwani, Taplin, Bartlett, Tregub, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Hahn

Action: M/S/C (Arreguin/Tregub) to approve Councilmember Taplin's participation in the meeting under the emergency circumstances exception in the Brown Act as amended by AB 2449.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Hahn.

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

1. Adjourned in memory of Al Weinrub, Energy Activist

City Manager Comments: None

Public Comment on Non-Agenda Matters: 10 speakers.

Public Comment by Employee Unions: 5 speakers.

Consent Calendar

Public Comment on Consent Calendar and Information Items Only: 16 speakers.

Action: M/S/C (Arreguin/Kesarwani) to adopt the Consent Calendar in one motion except as indicated.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Hahn.

Consent Calendar

1. Minutes for Approval
From: City Manager
Recommendation: Approve the minutes for the Council meetings of September 9, 2024 (closed), September 10, 2024 (regular), September 16, 2024 (closed and special), September 24, 2024 (closed and regular), September 30, 2024 (closed and special).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Approved the minutes as submitted.

2. City Council Rules of Procedure and Order Revisions *(Reviewed by the Agenda & Rules Committee)*
From: City Manager
Recommendation: Adopt a Resolution revising the City Council Rules of Procedure and Order to clarify and reorganize existing language, make technical corrections to account for hybrid meetings; incorporate certain temporary provisions from Appendix C into the main body of the document; and rescinding any preceding amendatory resolutions.
Policy Committee Recommendation: To recommend the proposed amendments to the City Council, amended to remove the portion on limiting debate and the phrase about votes on the Consent Calendar.
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900
Action: Adopted Resolution No. 71,544–N.S. as recommended by the Agenda & Rules Committee.

3. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on October 29, 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: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300
Action: Approved recommendation.

Consent Calendar

4. Purchase Order: ZOLL Medical Corporation for ECG Monitor/Defibrillators
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a Purchase Order and any amendments with ZOLL Medical Corporation to purchase a new fleet of 40 Advanced Life Support (ALS) Electrocardiogram (ECG) Monitor/Defibrillators, associated equipment and maintenance in an amount not to exceed $2,832,950 for not more than seven (7) years.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473
Action: Adopted Resolution No. 71,545–N.S.

5. Contract: Berkeley Food Network for Berkeley-Based Food Assistance
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute a contract and any amendments or extensions with Berkeley Food Network to provide food assistance to low-income households in Berkeley in an amount not to exceed $400,000 for the period December 2, 2024 through June 30, 2026.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,546–N.S.

6. Contract No. 32400176 Amendment: Health Officer Coverage – Dr. Gail Newel
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32400176 with Dr. Gail Newel to increase by $50,000 for a total not to exceed amount (NTE) of $100,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,547–N.S.

7. Contract No. 32400177 Amendment: Health Officer Coverage – Dr. Lisa B. Hernandez
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32400177 with Dr. Lisa B. Hernandez to increase by $50,000 for a total not to exceed amount (NTE) of $100,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,548–N.S.

Consent Calendar

8. Housing Trust Fund Recommendations for the Berkeley Unified School District Workforce Housing Project and the St. Paul Terrace Project
From: City Manager
Recommendation: Adopt a Resolution to: 1. Reserve an additional $2,000,000 for Satellite Affordable Housing Associates (SAHA) and Abode Communities' Berkeley Unified School District (BUSD) Workforce Housing project; and 2. Reserve an additional $3,504,319 for Community Housing Development Corporation of North Richmond (CHDC)'s St. Paul Terrace project with the following conditions: a. Funds shall be reserved for a period of no more than 18 months from the date of Council approval, contingent on the development team obtaining all required land use approvals of the property and securing commitments for project funding that the City Manager or their designee deems sufficient within the reservation period. b. CHDC shall apply to alternative funding sources with the intent of reducing the need for these additional City funds. CHDC shall provide updates to the City on the applications submitted and the outcomes. 3. Authorize the City Manager or their designee to execute all original or amended documents or agreements to effectuate these actions.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,549–N.S.

9. Fiscal Year 2025 Meals on Wheels of Alameda County Donations for the Berkeley Meals on Wheels Program
From: City Manager
Recommendation: Adopt a Resolution accepting donations for the Berkeley Meals on Wheels Program from the Meals on Wheels of Alameda County (MOWAC) agency, for Fiscal Year 2025 (FY2025).
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400
Action: Adopted Resolution No. 71,550–N.S.

10. Contract No. 32400104 Amendment: SmartWave for City Facility Managed Wi-Fi
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32400104 with SmartWave Technologies LLC, for managed Wi-Fi and related services increasing the amount by $250,000 for a total not-to-exceed amount of $620,000 from July 25, 2023 to June 30, 2026.
Financial Implications: See report
Contact: Kevin Fong, Information Technology, (510) 981-6500
Action: Adopted Resolution No. 71,551–N.S.

Consent Calendar

11. Contract: American Debris Box Service Inc. for Portable Toilet Service
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or his designee to execute a contract and any amendments with American Debris Box Services, Inc. for portable toilet service in an amount not to exceed $360,000 for a period of two years, with an option to extend up to three additional 12-month periods for a total amount not to exceed $900,000.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,552–N.S.

12. Contract: Redwood Engineering Construction for Martin Luther King Jr. Civic Center Park - Upper Plaza Improvements Project
From: City Manager
Recommendation: Adopt a Resolution: 1. Approving the plans and specifications for the Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project; and 2. Accepting the bid of the lowest responsive and responsible bidder, Redwood Engineering Construction; and 3. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications, with Redwood Engineering Construction, for the Martin Luther King Jr. Civic Center Park Upper Plaza Improvements Project at 2135 Martin Luther King Jr Way, in an amount not to exceed $1,042,139 which includes a contract amount of $868,449 and a 20% contingency in the amount of $173,690.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,553–N.S.

13. Donation from Berkeley Echo Lake Camp Association for Echo Lake Camp Youth Scholarships and Programming
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation of up to $25,000 from the Berkeley Echo Lake Camp Association (BELCA) for Echo Lake Camp youth scholarships and programming.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,554–N.S.

Consent Calendar

14. Council Referral and Contract: Green Pocket Forest for Miyawaki Forest Design and Installation
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or their designee to execute a contract with Green Pocket Forest for the design and installation of a Miyawaki forest in an amount not to exceed $142,775.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
Action: Adopted Resolution No. 71,555–N.S.

15. Agreement Regarding Allocation of Costs for Railroad Crossing Improvements for Berkeley Commons Between Berkeley Commons Owner, LLC, ("Developer") a California Limited Liability Company and the City of Berkeley ("City")
From: City Manager
Recommendation: Adopt a Resolution authorizing City Manager to execute an agreement (Attachment 1 to the report) and any amendments with Berkeley Commons (Developer) for payment for all the improvements to mitigate the impact of Berkeley Commons Development (Project) at the Addison Street and Bancroft Way at-grade railroad crossings.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,556–N.S.

16. Contract No. 32500095 Amendment: B-Bros Construction Inc. for Temporary Stabilization of Stair Tower Windows at 2180 Milvia Street
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32500095 with B-Bros Construction, Inc. to complete the window stabilization and add additional scope to remediate flaking paint and repaint interior perimeter walls at 2180 Milvia Street, increasing the current authorized not-to-exceed (NTE) contract amount of $400,000 by $947,671, for a total NTE amount of $1,347,671.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300
Action: Adopted Resolution No. 71,557–N.S.

Consent Calendar

17. Renewal of the Solano Avenue BID for Calendar Year 2025
From: Solano Avenue BID Advisory Board
Recommendation: Adopt a Resolution approving the Solano Avenue Business Improvement District Advisory Board's (hereafter "Solano BID Advisory Board" or "the Advisory Board") recommendation that Council: 1) approve the 2024 Annual Report and preliminary budget on proposed improvements in the District for calendar year 2025; 2) declare its intent to levy an assessment to finance improvements in the District for calendar year 2025; and 3) direct the City Clerk to schedule a public hearing on the renewal of the assessment for December 3, 2024.
Financial Implications: See report
Contact: Vincent McCoy, Commission Secretary, (510) 981-7530
Action: Adopted Resolution No. 71,558–N.S.

Council Consent Items

18. 2024-2025 Budget Request: Funding for Speed Bump at Russell and Martin Luther King Jr. Way
From: Councilmember Bartlett (Author)
Recommendation: That the Council refers the November AAO#1 Budget Process $7,000 to fund the speed bump installation on Russell Street at King Street or other costs associated with the traffic calming method that City Staff sees fit.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130
Action: Approved recommendation.

19. FY25 Budget Request: Funding for Replacement of Six Existing Wrought Iron Barriers for South Adeline Circular Planters
From: Councilmember Bartlett (Author)
Recommendation: That the City Council refer $50,000 to the FY25 AAO1 budget process for the replacement of the existing six wrought iron barriers that protect the circular planters on South Adeline Street in District 3, as requested by community members and identified by city staff. These new artistic barriers will match the ones on Shattuck Avenue in the downtown area, create new seating opportunities, enhance the aesthetic appeal and foster a more positive community atmosphere.
Financial Implications: See report
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130
Action: Approved recommendation.

Council Consent Items

20. "Your Rose Garden": Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds
From: Councilmember Wengraf (Author)
Recommendation: Adopt a Resolution approving the expenditure of an amount not to exceed $500 per Councilmember including $500 from Vice Mayor Susan Wengraf to the Living New Deal, earmarked for the completion of the short film, "Your Rose Garden," with funds relinquished to the City's General Fund for this purpose from the discretionary Council Office Budgets of Vice Mayor Wengraf and any other Councilmembers who would like to contribute.
Financial Implications: See report
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160
Action: Councilmember Taplin added as a co-sponsor. Adopted Resolution No. 71,559–N.S. amended to include contributions from the following Councilmembers up to the amounts listed: Councilmember Taplin - $500; Councilmember Tregub - $100; Councilmember Humbert - $500; Councilmember Lunaparra - $150; Councilmember Bartlett - $500; Councilmember Kesarwani - $100.

Action Calendar – New Business

21a. Achieving Goals of 2018 Berkeley Age-Friendly Action Plan *(Reviewed by Budget & Finance Committee)*

From: Commission on Aging

Recommendation: Refer to the City Manager steps to revisit and act on the recommendations of the Berkeley Age-Friendly Action Plan as outlined in the report, by building on what is already occurring in the community, expanding the Plan's impact, and addressing gaps by increasing funding for personnel and other services currently being offered, as well as others identified in the Age-Friendly Plan.

The Aging Commission identified as first steps four (4) priority areas and goals for the Action Plan: 1. Housing and Economic Security: Develop a continuum of affordable, accessible housing options for older adults to age in their community regardless of their health or financial status. 2. Transportation and Mobility: Advance a network of public and private transportation (including transit, assistive devices, e-bikes and e-scooters and bicycling and walking) that equitably serves residents and connects them to services, social activities, and employment opportunities.

3. Health and Wellness: Develop a more integrated system of services and supports that is person-centered and ensures that all residents have the opportunity to engage in health promoting activities. 4. Social Participation and Civic Engagement: Enhance neighborhood cohesion and social connectedness of all Berkeley residents with community events and activities that are inclusive, affordable, and accessible.

In the short term, the Commission recommends that these plans should include a budget referral to the City Manager for consideration in the biennial budget process.

Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a qualified positive recommendation to consider sending both items to the City Manager for evaluation of the age-friendly action plan and the provision of recommendations.

Financial Implications: See report

Contact: Darleen Bronson, Commission Secretary, (510) 981-5400

Action Calendar – New Business

21b. Companion Report: Achieving Goals of 2018 Berkeley Age-Friendly Action Plan *(Reviewed by Budget & Finance Committee)*
From: City Manager
Recommendation: Refer to the City Manager to review and prioritize the recommendations of the City of Berkeley's Age-Friendly Action Plan, in conjunction with the results of the Community Health Assessment that will be conducted by the Health, Housing, and Community Services Department in the 2024 calendar year. In addition, to consider the following referrals: 1. Refer to the Transportation Commission to collaborate with the Commission on Aging to assess the equitable accessibility of public transportation options for the older adult and disabled community in Berkeley 2. Refer to Housing Advisory Commission to collaborate with staff to assess the level of affordable, accessible housing options for older adults to age in the Berkeley community. 3. Refer the Commission on Aging's request for increased funding to the Budget and Finance Policy Committees for further deliberation.
Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a qualified positive recommendation to consider sending both items to the City Manager for evaluation of the age-friendly action plan and the provision of recommendations.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

Action: Moved Items 21a and 21b to the Consent Calendar to adopt the policy committee recommendation.

22a. Measure P Allocations, Fiscal Year 2025-2026 *(Reviewed by Budget & Finance Committee)*
From: Homeless Services Panel of Experts
Recommendation: That Council approve the Homeless Services Panel of Experts recommendations to allocate Measure P revenue providing homeless services as detailed in Attachment 1, Exhibit A to the report.
Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a negative recommendation that no further action is required, as the Council has already taken action through the adoption of the 2025-26 Bi-annual Budget.
Financial Implications: See report
Contact: Josh Jacobs, Commission Secretary, (510) 981-5400

Action Calendar – New Business

22b. Companion Report: Measure P Allocations, Fiscal Year 2025-2026 *(Reviewed by Budget & Finance Committee)*
From: City Manager
Recommendation: Approve the Homeless Services Panel of Experts recommendations for Fiscal Years 2025-2026, but continue to partially fund 5150 transports from Measure P until alternative sources can be identified.
Policy Committee Recommendation: To refer the item from the Commission and the City Manager Companion Report item to the City Council with a negative recommendation that no further action is required, as the Council has already taken action through the adoption of the 2025-26 Bi-annual Budget.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000, David Sprague, Fire, (510) 981-3473

Action: Moved Items 22a and 22b to the Consent Calendar to adopt the policy committee recommendation.

Council Action Items

23. Budget Referral: Allocate the Existing $900,000 Transportation Network Company (TNC) Tax to Calm Traffic in Vicinity of Derby St., Increase Citywide Traffic Calming Budget, and Establish Ongoing General Fund Allocation Policy for the TNC *(Reviewed by Budget & Finance Committee)*
From: Councilmember Harrison (Author), Councilmember Taplin (Co-Sponsor)
Recommendation: Refer to City Manager and the Budget and Finance Committee to consider establishing an ongoing General Fund policy of allocating 50% of annual TNC Tax revenues to a citywide traffic calming budget and the remaining 50% to tier 1 bike/pedestrian/transit priority projects as specified under 3. a-c.
Policy Committee Recommendation: To refer the item to the City Council with a qualified positive recommendation to refer the policy to the 2026 Fiscal Year budget process for consideration alongside other available funds for traffic calming, bike, pedestrian, and transit priority projects.
Financial Implications: See report
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140

Action: Moved Item 23 to the Consent Calendar to adopt the policy committee recommendation.

Information Reports

24. Commission on Labor Fiscal Year 2025 Work Plan
From: Commission on Labor
Contact: Margot Ernst, Commission Secretary, (510) 981-5400
Action: Received and filed.

Adjournment

Action: M/S/C (Arreguin/Tregub) to adjourn the meeting.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Hahn.

Adjourned at 7:49 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting held on October 29, 2024.

_____
Mark Numainville, City Clerk

Communications

Berkeley Art Center
1. Chandra Cerrito
2. Sholeh Asgary
3. Helia Pouyanfar

Bearathlon 2024
4. Brooke Soobrian

Health Demands
5. Cameron Woo

Heatwave and Cooling Centers
6. Pamela Michaud
7. Alex S. Merenkov

Cannabis Ordinance
8. Geoffrey Lomax
9. Barbara Gilbert

12 Panoramic Construction
10. Andrew Fisher

TOPA
11. Melody Hultgren

Greek Theater
12. Lynn

Encampment Policy
13. Eva Herzer

RM4
14. Save Marinwood
15. Ken Bukowski

Kittleson Parking Memorandum
16. James McGrath

Missing Middle
17. Jack Kurzweil

Marin St. Fire Station Trees
18. Pauline Bondonno Cross, Jason Cross, and Julia Cross

6th and Harrison
19. Craig Nagasawa

UA Theater
20. John Zabinski

Cesar Chavez Park
21. Dave Mandel

Commemoration Invitation
22. Elana Naftalin-Kelman

Carpet Repair
23. Alex S. Merenkov

Missed Inspection
24. Preeti

Newsletters
25. Josh Atwood
26. Richard Schwartz
27. Young Futures Team
28. Eric Friedman

Books in Berkeley
29. Josh Atwood

Shotgun Players Funding
30. Pauline Bondonno Cross and Jason Cross

URL's

31. Josh Atwood (5)
32. Eid
33. Keith Bayne
34. Jaleh Niazi

Forwards of Current Events

35. Eid (5)

Middle East Conflict and Peace & Justice Commission

36. Mariel Estrada
37. Summer Brenner
38. Diana Bohn
39. Sally Nelson
40. Juli Dickey
41. Stephanie Allan and Jack Kurzweil
42. Brett Mendel
43. Tal Garner
44. 47 Similarly worded form letters "Vote NO on ceasefire and NO on related resolutions"
45. 49 Similarly worded for letters "Thank You for Passing the Resolution for Peace and Justice in Palestine"

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

- None

Supplemental Communications and Reports 3

Attachment 5

MINTUES
SPECIAL MEETING OF THE BERKELEY CITY COUNCIL

Tuesday, October 29, 2024
3:30 PM

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

TELECONFERENCE LOCATION - 1404 LE ROY AVENUE, BERKELEY, CA 94708

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. Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via internet video stream at http://berkeley.granicus.com/MediaPlayer.php?publish_id=1244. All Council meetings are recorded.

*To access the meeting remotely use this URL: https://cityofberkeley-info.zoomgov.com/j/1604285038. To request to speak, use the "raise hand" function in Zoom. To join by phone: Dial **1-669-254-5252 or 1-833-568-8864 (Toll Free)** and enter **Meeting ID: 160 428 5038**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. 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.

***Government Code Section 84308 (Levine Act)** - Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over $250 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $250 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call: 3:35 p.m.

Present: Tregub, Wengraf, Lunaparra, Humbert, Arreguin

Absent: Kesarwani, Taplin, Bartlett, Hahn

Councilmember Bartlett present at 3:58 p.m.

Councilmember Taplin present at 4:09 p.m.

Councilmember Kesarwani present at 5:07 p.m.

Action: M/S/C (Arreguin/Lunaparra) to approve Councilmember Taplin's participation in the meeting under the emergency circumstances exception in the Brown Act as amended by AB 2449.
Vote: Ayes – Bartlett, Tregub, Wengraf, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent – Kesarwani, Taplin, Hahn.

Action Calendar

1. **Reimagining Public Safety Status Report**
   From: City Manager
   Recommendation:
   1. Review and discuss the provided status report from the City Manager with the goal of demonstrating transparency and facilitating informed Council discussion towards the advancement of the Reimagining Public Safety initiative in Berkeley.
   2. Provide comments on the "City of Berkeley Workload and Organizational Study of the Police Department" Citygate report, with the goal of facilitating a thorough and informed Council discussion on the report's findings and implications.
   Financial Implications: See report
   Contact: Carianna Arredondo, City Manager's Office, (510) 981-7000
   Action: 9 speakers. Presentation made and discussion held.

Adjournment

Action: M/S/C (Arreguin/Tregub) to adjourn the meeting.
Vote: Ayes – Kesarwani, Taplin, Bartlett, Tregub, Lunaparra, Humbert, Arreguin; Noes – None; Abstain – None; Absent –Hahn, Wengraf.

Adjourned at 6:15 p.m.

I hereby certify that the foregoing is a true and correct record of the special meeting held on October 29, 2024.

_____
Mark Numainville, City Clerk

Communications

- None

Supplemental Communications and Reports 1

- None

Supplemental Communications and Reports 2

Item #1: Reimagining Public Safety Status Report

1. Office of the Director of Police Accountability on behalf of the Police Accountability Board
2. Elana Auerbach
3. Mary-Lee Kimber Smith

Supplemental Communications and Reports 3

City Clerk Department

02

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Mark Numainville, City Clerk

Subject: 2024 Annual Commission Attendance and Meeting Frequency Report

RECOMMENDATION

In accordance with Resolution No. 71,109-N.S., review and accept the 2024 Annual Commission Attendance and Meeting Frequency Report.

FISCAL IMPACTS OF RECOMMENDATION

None.

CURRENT SITUATION AND ITS EFFECTS

Each of the City commissions that were active during the reporting period submitted an annual attendance report covering the period of September 1, 2023 through August 31, 2024 (Attachment 1). These reports include the number of meetings, meeting cancellations, commissioners in attendance, length of meetings, number of speakers, and members of the public present. The reports also reflect the number of vacant positions on the commission as of August 31, 2024. Attachment 2 provides a summary of the approved leaves of absence for each commission.

Resolution No. 71,109-N.S. establishes the meeting frequency for all commissions in accordance with current state law and City policy. Consistent with the Resolution No. 71,109-N.S., commissions are divided into four categories (A, B, C, and D) depending on their meeting frequency. The meeting activity for the reporting period of September 1, 2023, through August 31, 2024, is outlined by category below.

Category A – These commissions meet on their own schedule.

Commission	*Meetings Held*	*Meetings Cancelled*	*Vacant Positions*
Board of Library Trustees	13	1	0
Design Review Committee	10	2	0
Fair Campaign Practices Commission	10	0	3
Housing Advisory Commission	9	1	0
Landmarks Preservation Commission	10	2	1
Open Government Commission	10	0	3
Personnel Board	14	1	0
Planning Commission	11	1	0
Police Accountability Board	22	1	2
Zoning Adjustments Board	18	1	1

Category B – These commissions have a maximum of ten meetings per year.

Commission	*Meetings Held*	*Meetings Cancelled*	*Vacant Positions*
Civic Arts Commission	9	1	0
Commission on Aging	10	0	0
Commission on Disability	10	1	2
Commission on Labor	6	3	4
Commission on the Status of Women	10	0	2
Community Health Commission	9	1	3
Disaster and Fire Safety Commission	10	1	1
Environment and Climate Commission	9	1	2
Homeless Services Panel of Experts	9	2	2
Human Welfare and Community Action Commission	8	3	2
Mental Health Commission	7	0	4
Parks, Recreation and Waterfront Commission	10	0	2
Peace and Justice Commission	10	1	2
Sugar-Sweetened Beverage Product Panel of Experts	9	1	0
Transportation and Infrastructure Commission	10	0	0
Youth Commission	8	1	4
Zero Waste Commission	10	0	2

Category C – These commissions meet as necessary to fulfil their legal requirements as determined by the board chair and/or staff.

Commission	*Meetings Held*	*Meetings Cancelled*	*Vacant Positions*
Elmwood Business Improvement District Advisory Board	3	0	5
Loan Administration Board	2	0	4
Solano Avenue Business Improvement District Advisory Board	9	0	5

Category D – These commissions have a maximum of six meetings per year.

No commissions currently in Category D.

BACKGROUND

On June 14, 2005, the City Council discussed the reduction of commission meetings as a cost-savings measure, and adopted a proposal which created three categories of commission meeting schedules, a process for requesting Council approval of any extra meetings, direction to commission secretaries to submit an information report whenever a commission cancels two consecutive meetings for lack of quorum, and an annual attendance report.

On January 15, 2008, Council adopted Resolution No. 63,949–N.S., which updated the commission meeting frequency schedule to include a fourth category of meeting frequency.

On March 17, 2020, the council adopted Resolution No. 69,331–N.S. with the purpose of reducing the number of commission meeting schedules from four categories to two categories. This decision was made in response to the mandatory Shelter-in-Place order imposed as a result of the COVID-19 pandemic.

On November 28, 2023, the council adopted Resolution No. 71,109-N.S. restoring the meeting frequency categories to their previous count of four categories, as initially adopted by the council prior to the pandemic.

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

The annual commission attendance report informs the Council of commission activity and allows for comparison with the meeting frequency schedule. The annual attendance report documents increased demand on or under-utilization of commissions, and allows Council to make changes to the meeting frequency schedule accordingly.

CONTACT PERSON
Mark Numainville, City Clerk, (510) 981-6900

ATTACHMENTS:
1) 2024 Annual Commission Attendance Reports
    Attachment 1a – Category A
    Attachment 1b – Category B
    Attachment 1c – Category C
2) 2024 Approved Leaves of Absence Report

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Board of Library Trustees*

Commission Secretary: Tess Mayer

Vacant Seats (as of August 31, 2024): 0

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/6/2023 Regular Meeting In Person		*4 of 5*	*4*	*0*	*1.75 hrs.*
9/21/2023 Special Meeting In Person		*4 of 5*	*1*	*0*	*.88 hrs.*
10/01/2023 Regular Meeting In Person		*4 of 5*	*2*	*0*	*1.75 hrs.*
11/1/2023 Regular Meeting In Person		*4 of 5*	*8*	*4*	*1.86 hrs.*
12/06/2023 Regular Meeting In Person		*5 of 5*	*19*	*7*	*2.51 hrs.*
1/10/2024 Regular Meeting	*Yes – no quorum*				
1/11/2024 Special Meeting In Person		*4 of 5*	*12*	*3*	*2.31 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

2/7/2024 Regular Meeting In Person		4 of 5	1	0	1.38 hrs.
3/6/2024 Regular Meeting In Person		4 of 5	2	1	1.56 hrs.
4/3/2024 Regular Meeting In Person		5 of 5	2	1	2.03 hrs.
5/1/2024 Regular Meeting In person		4 of 5	2	0	.88 hrs.
5/30/2024 Special Meeting In Person		4 of 5	1	0	1.4 hrs.
6/05/2024 Regular Meeting In Person		5 of 5	0	0	1.4 hrs.
7/11/2024 Regular Meeting In Person		5 of 5	2	1	1.18 hrs.

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Design Review Committee*

Commission Secretary: Anne Burns

Vacant Seats (as of August 31, 2024): _____None_____

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/21/2023	*No*	*6 of 7*	*4*	*2*	*1.5 hrs.*
10/19/2023	*No*	*7 of 7*	*17*	*6*	*3.25 hrs.*
11/16/2023	*Yes, no projects to review*	*-*	*-*	*-*	*-*
12/21/2023	*No*	*7 of 7*	*11*	*6*	*2.25 hrs.*
1/18/2024	*Yes, no projects to review*	*-*	*-*	*-*	*-*
2/15/2024	No	7 of 7	11	4	3.5 hrs.
3/21/2024	No	6 of 7	4	2	3 hrs.
4/18/2024	No	5 of 7	16	7	3 hrs.
5/16/2024	No	5 of 7	10	7	3 hrs.
6/20/2024	No	5 of 7	5	3	1.25 hrs.
7/18/2024	No	6 of 7	15	8	3 hrs.
8/29/2024	No	5 of 7	5	6	2.5 hrs.

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: Fair Campaign Practices Commission

Commission Secretary: Sam Harvey; Lauren Packard and Stephen Hylas (Acting Secretaries Aug. 5 to Nov. 1)

Vacant Seats (as of August 31, 2024): _3_____

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/21/2023	*No*	*5 of 7*	*1*	*1*	*2 hours*
10/19/2023	*No*	*6 of 7*	*1*	*1*	*2 hours*
1/18/2024	*No*	*7 of 8*	*1*	*1*	*.5 hours*
3/21/2024	*No*	*6 of 6*	*0*	*0*	*2 hours*
4/18/2024	*No*	*3 of 5*	*0*	*0*	*1.5 hours*
5/16/2024	*No*	*2 of 5*	*2*	*2*	*1.5 hours*
6/20/2024	*No*	*3 of 5*	*2*	*2*	*1.5 hours*
7/18/2024	*No*	*3 of 5*	*2*	*2*	*2 hours*
8/15/2024	*No*	*4 of 5*	*3*	*0*	*2.5 hours*
9/19/2024	*No*	*5 of 6*	*5**	*3*	*2 hours*

*One attendee on Zoom.

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Housing Advisory Commission*

Commission Secretary: Anna Cash

Vacant Seats (as of August 31, 2024): None

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/7/2023		5 of 6	3	3	2 hrs
10/5/2023		6 of 7	1	1	3 hrs
11/2/2023		8 of 8	3	1	3 hrs
1/5/2023	Yes – no agenda items (this was scheduled in previous year's meeting form, but agenda was never published)				
2/1/2024		7 of 8	3	5	2 hrs
3/13/2024		6 of 8	15	12	3 hrs
4/4/2024		4 of 6	1	0	1.5 hrs
5/2/2024		7 of 7	2	2	2.5 hrs
6/6/2024		4 of 5	6	2	1.5 hrs
7/11/2024		8 of 9	8	6	3 hrs

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: Landmarks Preservation Commission

Commission Secretary: Fatema Crane

Vacant Seats (as of August 31, 2024): 1

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/7/2023	*No*	*8 of 8*	*13*	*8*	*1.5 hrs.*
10/5/2023	*No*	*8 of 8*	*30*	*12*	*3 hrs.*
11/2/2023	*No*	*8 of 8*	*17*	*10*	*2 hrs.*
12/7/2023	*No*	*7 of 8*	*8*	*3*	*3 hrs.*
1/4/2024	*Yes- no agenda items*				
2/1/2024	*No*	*9 of 9*	*60*	*30*	*4 hrs.*
3/7/2024	*No*	*8 of 9*	*4*	*2*	*2 hrs.*
4/4/2024	*Yes- no agenda items*				
5/2/2024	*No*	*6 of 9*	*5*	*2*	*1.5 hrs.*
6/6/2024	*No*	*6 of 9*	*4*	*3*	*2 hrs.*
7/8/2024	*No*	*7 of 8*	*29*	*13*	*3 hrs.*
8/1/2024	*No*	*6 of 8*	*15*	*8*	*2.5 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Personnel Board*

Commission Secretary: Aram Kouyoumdjian

Vacant Seats (as of August 31, 2024): zero

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
September 11, 2023	*No*	*6 of 7*	*0*	*1*	*47 min.*
October 2, 2023	*No*	*6 of 7*	*0*	*1*	*42 min.*
November 6, 2023	*No*	*5 of 7*	*0*	*0*	*1 hr. 2 min.*
December 4, 2023	*No*	*7 of 7*	*0*	*0*	*47 min.*
January 8, 2024	*No*	*4 of 7*	*0*	*0*	*1 hr. 6 min.*
February 5, 2024	No	7 of 7	0	0	1 hr. 10 min.
March 4, 2024	No	5 of 7	2	0	1 hr. 22 min.
April 1, 2024	No	*6 of 7*	0	0	51 min.
May 6, 2024	No	5 of 7	1	0	34 min.
June 3, 2024	No	7 of 7	2	0	1 hr. 10 min.
July 8, 2024	No	*6 of 7*	2	0	54 min.
July 10, 2024	No	5 of 7	0	0	1 hr. 47 min
August 5, 2024	No	5 of 7	3	0	44 min.
August 5, 2024	Yes, agenda for meeting not posted with enough notice.				
August 7, 2024	No	5 of 7			

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Planning Commission*

Commission Secretary: Alisa Shen & Justin Horner

Vacant Seats (as of August 31, 2024): 0

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
September 6, 2023	No	7 of 9	45	25	3 hr 5 min
October 4, 2023	No	9 of 9	3	2	2 hr 6 min
October 18, 2023	No	9 of 9	43	20	3 hr 16 min
November 1, 2023	No	7 of 9	21	12	2 hr 42 min
December 6, 2023	No	8 of 9	7	6	2 hr 47 min
January 17, 2024	No	9 of 9	13	9	2 hr 53 min
February 7, 2024	No	9 of 9	14	13	2 hr 55 min
March 1, 2024	Yes – Delayed agenda item.				
April 3, 2024	No	8 of 9	11	11	3 hr
May 1, 2024	No	7 of 9	10	6	1 hr 51 min
June 5, 2024	No	8 of 9	3	1	1 hr 20 min
July 17, 2024	No	8 of 9	10	3	2 hr 45 min

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Police Accountability Board*

Commission Secretary: Hansel A. Aguilar

Vacant Seats (as of August 31, 2024): 2 (1 Board Member & 1 Alternate)

Scheduled Meeting Date *(include both regular and special meetings)*	Cancelled? If Yes, Provide Reason	Commissioners Present (include temporary appointees; names are not required)	Public Present (names are not required)	Public Speakers (names are not required)	Meeting Length
09/13/2023	Yes – Quorum	n/a	n/a	n/a	n/a
09/14/2023	No	5 of 6	4	1	2 Hr. 48 Min.
09/27/2023	No	4 of 6	24	8	3 Hr. 15 Min.
09/27/2023	No	4 of 6	1	0	10 Min.
10/11/2023	No	5 of 7	19	3	3 Hr. 24 Min.
10/25/2023	No	6 of 7	13	5	2 Hr. 24 Min.
11/8/2023	No	8 of 8	9	6	3 Hr. 12 Min.
12/6/2023	No	7 of 8	13	1	2 Hr. 40 Min.
01/10/2024	No	8 of 8	5	0	2 Hr. 39 Min.
1/24/2024	No	8 of 8	10	4	3 Hr. 44 Min.
2/7/2024	No	7 of 8	13	0	3 Hr. 15 Min.
2/28/2024	No	8 of 8	15	2	3 Hr. 10 Min.
03/02/2024	No	6 of 7	1	0	7 Hr.
03/13/2024	No	6 of 7	13	1	2 Hr. 57 Min.
03/27/2024	No	6 of 7	14	4	2 Hr. 52 Min.
04/17/2024	No	6 of 7	15	3	2 Hr. 49 Min.
04/24/2024	No	7 of 7	9	2	1 Hr. 49 Min.
05/08/2024	No	7 of 7	7	4	2 Hr. 43 Min.
05/22/2024	No	7 of 7	3	2	2 Hr. 4 Min.
06/05/2024	No	6 of 7	5	3	2 Hr. 42 Min.
06/26/2024	No	4 of 7	4	2	1 Hr. 49 Min.
07/10/2024	No	8 of 8	29	11	3 Hr. 29 Min.
07/24/2024	No	6 of 8	9	3	2 Hr. 30 Min.

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Zoning Adjustments Board*

Commission Secretary: Samantha Updegrave / Claudia Garcia

Vacant Seats (as of August 31, 2024): 1 (Appointed by Mayor Arreguin)

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/14/2023	*No*	*9 of 9*	*15*	*3*	*1.25 hrs.*
9/28/2023	*No*	*9 of 9*	*9*	*2*	*1.25 hrs.*
10/12/2023	*No*	*7 of 9*	*13*	*2*	*2.25 hrs.*
10/26/2023	*No*	*9 of 9*	*20*	*4*	*2.75 hrs.*
11/30/2023	*No*	*7 of 9*	*37*	*17*	*2.5 hrs.*
12/14/2023	*No*	*8 of 9*	*9*	*1*	*.25 hrs.*
1/11/2024	*No*	*6 of 9*	*22*	*7*	*2 hrs.*
1/25/2024	*No*	*7 of 8*	*17*	*4*	*.75 hrs.*
2/8/2024	*No*	*7 of 8*	*27*	*10*	*1.25 hrs.*
2/22/2024	*No*	*8 of 8*	*21*	*5*	*.75 hrs.*
3/14/2024	*No*	*7 of 8*	*10*	*0*	*.5 hrs.*
3/28/2024	*No*	*6 of 9*	*22*	*10*	*3.25 hrs.*
4/25/2024	*No*	*6 of 8*	*33*	*18*	*3 hrs.*
5/09/2024	*No*	*6 of 8*	*20*	*7*	*.75 hrs.*
5/30/2024	*No*	*6 of 8*	*17*	*3*	*1.75 hrs.*
6/27/2024	*No*	*7 of 7*	*10*	*10*	*1.75 hrs.*
7/11/2024	*No*	*6 of 8*	*8*	*6*	*1 hr.*
7/25/2024	*Yes – no agenda items*				
8/8/2024	*No*	*7 of 8*	*12*	*5*	*.5 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: Civic Arts Commission

Commission Secretary: Jennifer Lovvorn

Vacant Seats (as of August 31, 2024): 0

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/27/23		8 of 9	6	3	1.8 hrs.
10/25/23		8 of 9	6	0	1.5 hrs.
12/6/23		7 of 8	6	4	1.9 hrs.
1/24/24	Yes – no quorum	N/A	N/A	N/A	N/A
2/28/24		9 of 9	1	0	1.7 hrs.
3/27/24		7 of 9	3	3	1.3 hrs.
4/17/24		8 of 9	3	6	2 hrs.
5/22/24		5 of 9	4	4	1.5 hrs.
6/26/24		8 of 9	4	2	3.1 hrs.
7/24/24		9 of 9	2	4	2.7 hrs.

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: Commission on *Aging*

Commission Secretary: Darlene Bronson

Vacant Seats (as of August 31, 2024): 0

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/20/23	*No*	*8 of 9*	*8*	*5*	*2.25*
10/18/23	*No*	*6 of 9*	*6*	*3*	*2 hrs.*
11/15/23	*No*	*7 of 9*	*3*	*2*	*2 hrs.*
1/17/24	*No*	*8 of 9*	*7*	*5*	*2 hrs.*
2/21/24	*No*	*9 of 9*	*5*	*2*	*2 hrs.*
3/20/24	No	8 of 9	8	8	2 hrs.
4/17/24	No	7 of 9	3	3	2.15 hrs.
5/15/24	No	7 of 9	8	5	2.15 hrs.
6/19/24	No	9 of 9	3	2	2 hrs.
7/17/24	No	8 of 9	4	1	2 hrs.
No meeting in August					

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Commission on Disability*

Commission Secretary: Thomas Gregory

Vacant Seats (as of August 31, 2024): 2 (unless a new commissioner(s) gets appointed and sworn in within the next 22 days)

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/13/23	*no*	*3*	*2*	*0*	*2h and 22m*
10/11/23	*no*	*3*	*3*	*2*	*2h and 23m*
11/8/23	*no*	*4*	*4*	*0*	*2h and 22m*
12/13/23	*Yes (due to lack of quorum)*	*n/a*	*n/a*	*n/a*	*n/a*
1/10/24	*no*	*6*	*1*	*0*	*2h and 31m*
2/14/24	no	7	2	1	2h and 45m
3/13/24	no	6	2	0	2h and 48m
4/17/24	no	6	0	0	2h and 19m
5/8/24	no	4	0	0	2h and 8m
6/5/24	no	7	0	0	2h and 4m
7/10/24	no	7	5	3	2h and 53m

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Commission on Labor*

Commission Secretary: Emily Rose

Vacant Seats (as of August 31, 2024): 4

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/20/2024	*Yes – no quorum*	*0*	*0*	*0*	*0*
10/18/2024	*No*	*4 of 6*	*1*	*1*	*2.5 hrs.*
11/15/2024	*Yes – no quorum*	*0*	*0*	*0*	*0*
11/20/2024	*No*	*3 of 6*	*2*	*2*	*2.5 hrs.*
1/17/2024	*No*	*3 of 4*	*1*	*1*	*2.5 hrs.*
3/20/2024	*No*	*5 of 5*	*0*	*0*	*1 hr.*
5/15/2024	*No*	*4 of 5*	*1*	*1*	*2 hrs.*
7/17/2024	*Yes – no quorum*	*0*	*0*	*0*	*0*
8/21/2024	*No*	*5 of 5*	*2*	*2*	*2.5 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Commission on the Status of Women*

Commission Secretary: Okeya Vance- Dozier

Vacant Seats (as of August 31, 2024): 2

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/20/2023	*NO*	*6 OF 8*	*2*	*1*	*2 HRS 50 MINS*
10/18/2023	*NO*	*6 OF 9*	*2*	*1*	*2.5 HRS*
11/15/2023	*NO*	*6 OF 9*	*0*	*0*	*1.5 HRS*
1/17/2024	*NO*	*6 OF 8*	*1*	*1*	*2 HRS 45 MINS*
2/21/2024	*NO*	*7 OF 9*	*2*	*1*	*2 HRS 15 MINS*
3/20/2024	NO	7 OF 9	0	0	1 HR 55 MINS
4/17/2024	NO	6 OF 9	4	1	3 HRS 15 MINS
5/15/2024	NO	8 OF 8	3	0	2 HRS 40 MINS
6/19/2024	NO	4 OF 8	0	0	1 HR 55 MINS
7/17/2024	NO	5 OF 8	1	1	1 HR 36 MNS

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Community Health*

Commission Secretary: Kellie Knox

Vacant Seats (as of August 31, 2024): 3

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/28/2023	*No*	*5 of 7*	*1*	*0*	*1.5 hours*
10/26/2023	*No*	*6 of 7*	*1*	*0*	*2 hours*
11/23/2023	*Yes – Holiday*	*n/a*	*n/a*	*n/a*	*n/a*
1/25/2024	*No*	*3 of 6*	*2*	*0*	*2.5 hours*
2/22/2024	*No*	*6 of 6*	*2*	*0*	*1.5 hours*
3/28/2024	No	4 of 6	0	0	1 hour
4/25/2024	No	6 of 6	0	0	2 hours
5/16/2024	No	4 of 6	0	0	2 hours
6/27/2024	No	3 of 6	1	0	1 hour
7/25/2024	No	6 of 6	0	0	2 hours

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Disaster and Fire Safety Commission*

Commission Secretary: Deputy Fire Chief Keith May

Vacant Seats (as of August 31, 2024): 1

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/6/2023		*5*	*4*	*0*	*1:40*
9/27/2023		*8*	*9*	*4*	*2:05*
10/25/2023		*6*	*11*	*6*	*2:31*
12/6/2023		*7*	*4*	*7*	*2:28*
1/24/2024		*6*	*1*	*1*	*1:57*
2/28/2024		9	3	3	2:28
3/27/2024		8	8	8	2:13
4/10/2024	Religious Holiday				
5/22/2024		9	4	4	1:53
6/26/2024		6	8	8	2:14
8/7/2024		6	2	2	1:04

2024 Annual Commission Attendance Report

Reporting Period: September 1, 2023 through August 31, 2024

Commission: Environment and Climate Commission

Vacant seats: 2
(as of August 31, 2024)

Commission Secretary: Sarah Moore

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/27/2023	NO	8 of 9	1	2	2.0 hours
10/18/2023	NO	8 of 9	1	1	1.75 hours
11/29/2023	NO	7 of 8	3	3	2.0 hours
1/24/2024	NO	9 of 10	6	0	2.0 hours
2/28/2024	NO	10 of 10	1	1	1.5 hours
3/27/2024	NO	9 of 10	4	3	2.0 hours
4/24/2024	NO	9 of 10	4	7	1.5 hours
5/22/2024	NO	9 of 10	0	0	2.25
6/26/2024	NO	5 of 9	5	4	1.5 hours
7/24/2024	YES - no action items				

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Homeless Services Panel of Experts*

Commission Secretary: Josh Jacobs

Vacant Seats (as of August 31, 2024): 2

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
10/4/23	*No*	*7 of 8*	*33*	*18*	*2.75 hrs*
1/10/24	*Yes, Quorum*	*n/a*	*n/a*	*n/a*	*n/a*
2/7/24	*Yes, Quorum*	*n/a*	*n/a*	*n/a*	*n/a*
2/14/24	*No*	*6 of 7*	*4*	*0*	*2 hrs*
2/28/24	*No*	*5 of 7*	*2*	*1*	*2 hrs*
3/13/24	*No*	*5 of 6*	*3*	*2*	*2.5 hrs*
4/10/24	*No*	*6 of 8*	*6*	*2*	*2 hrs*
5/1/24	*No*	*7 of 7*	*5*	*1*	*2 hrs*
6/5/24	*No*	*5 of 7*	*2*	*2*	*2 hrs*
7/10/24	*No*	*5 of 7*	*9*	*2*	*2 hrs*
7/22/24	*No*	*5 of 7*	*2*	*1*	*1.5 hrs*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Human Welfare and Community Action Commission*

Commission Secretary: Mary-Claire Katz

Vacant Seats (as of August 31, 2024): 2

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/20/23	*Yes – no quorum*				
10/15/23	*Yes – no quorum*				
11/15/23	*Yes – no quorum*				
No December mtg					
1/8/24	*No*	*2 of 2*	*2*	*1*	*2 hrs*
2/7/24 - Special	*No*	*2 of 2*	*4*	*1*	*2.25 hrs*
2/21/24	*No*	*3 of 3*	*3*	*0*	*2 hrs*
3/6/24	*No*	*4 of 4*	*8*	*4*	*2.25 hrs*
4/24/24	*No*	*3 of 4*	*2*	*0*	*2 hrs*
5/15/24	*No*	*3 of 4*	*0*	*0*	*2 hrs*
6/27/24	*No*	*2 of 2*	*0*	*0*	*2 hrs*
7/31/24	*No*	*6 of 7*	*0*	*0*	*2 hrs*
No August mtg					

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Mental Health Commission*

Commission Secretary: Jamie Works-Wright

Vacant Seats (as of August 31, 2024): 4

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
1/25/24 – Reg.	*No*	*4 of 6*	*9*	*3*	*1 hr. and 54 min.*
1/29/24-Special	*No*	*3 of 5*	*3*	*0*	*1 hr. 15 min.*
3/28/24	*No*	*4 of 5*	*4*	*4*	*1 hr. 56 min.*
4/25/24	*No*	*4 of 5*	*7*	*2*	*1 hr. 58 min.*
5/23/24	*No*	*3 of 4*	*5*	*2*	*2 hr. 5 min*
6/27/24	*No*	*3 of 4*	*1*	*1*	*1 hr. 24 min*
7/25/24	*No*	*5 of 6*	*5*	*1*	*2 hr. 2 min*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Parks, Recreation, and Waterfront*

Commission Secretary: Roger Miller

Vacant Seats (as of August 31, 2024): 2

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
September 13, 2023		*7 of 9*	*5*	*5*	*2.5 hrs*
October 11, 2023		*7 of 9*	*22*	*14*	*3.0 hrs*
November 8, 2023		*8 of 9*	*15*	*4*	*2.5 hrs*
January 10, 2024		*7 of 8*	*10*	*5*	*2.5 hrs*
February 15, 2024		*5 of 8*	*7*	*8*	*1.0 hrs*
March 13, 2024		8 of 8	18	22	3.0 hrs
April 10, 2024		6 of 8	11	12	2.5 hrs
May 8, 2024		7 of 8	14	6	2.0 hrs
June 12, 2024		6 of 8	27	24	2.5 hrs
July 10, 2024		5 of 7	4	4	2.0 hrs
Aug 2024 – no mtg scheduled					

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Peace and Justice Commission*

Commission Secretary: Okeya Vance-Dozier

Vacant Seats (as of August 31, 2024): 2

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/11/2023	*NO*	*4 OF 5*	*3*	*3*	*2 HR 45 MINS*
10/16/2023	*NO*	*5 OF 5*	*1*	*1*	*2 HR 50 MINS*
11/6/2023	*NO*	*5 OF 5*	*25*	*10*	*2.5 HRS*
1/8/2024	*NO*	*7 OF 7*	*4*	*3*	*2 HRS 35 MINS*
2/5/2024	*NO*	*5 OF 7*	*3*	*2*	*3 HRS 15 MINS*
3/4/2024	NO	7 OF 7	0	0	3 HRS
4/8/2024	NO	7 OF 7	50	40	3 HRS
5/6/2024	YES				
6/3/2024	NO	9 OF 9	5	4	3 HRS
7/1/2024	NO	8 OF 9	6	5	3 HRS
8/7/2024	NO	8 OF 8	3	3	3.5 HRS

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: **Sugar-Sweetened Beverage Product Panel of Experts (SSBPPE) Commission**

Commission Secretary: Roberto Terrones

Vacant Seats (as of August 31, 2024): 0

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/21/2023	*No*	*6 of 7*	*0*	*0*	*1.9 hrs.*
10/19/2023	*No*	*6 of 7*	*0*	*0*	*1.9 hrs.*
11/16/2023	*No*	*6 of 7*	*0*	*0*	*1.5 hrs.*
1/18/2024	*No*	*6 of 7*	*0*	*0*	*1.9 hrs.*
2/15/2024	*No*	*6 of 9*			
3/21/2024	*Yes, quorum.*				
4/18/2024	*No*	*8 of 9*	*0*	*0*	*1.4 hrs.*
5/16/2024	*No*	*5 of 9*	*2*	*2*	*1.1 hrs.*
6/20/24	*No*	*5 of 9*	*0*	*0*	*1.3 hrs.*
7/18/24	*No*	*7 of 9*	*8*	*8*	*1.9 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: Transportation and Infrastructure

Commission Secretary: Wahid Amiri

Vacant Seats (as of August 31, 2024): 0

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
September 21, 2023		*6 of 9*	*17*	*2*	*3.50 hrs.*
October 19, 2023		*7 of 9*	*2*	*2*	*2 hrs.*
November 16, 2023		*7 of 9*	*3*	*6*	*2.75 hrs.*
January 18, 2024		*9 of 9*	*3*	*4*	*2.75 hrs.*
February 15, 2024		*9 of 9*	*4*	*8*	*3 hrs.*
March 21, 2024		*8 of 9*	*2*	*2*	*3.25 hrs.*
April 18, 2024		*6 of 8 (1 seat was vacant)*	*1*	*1*	*1.75 hrs.*
May 16, 2024		*7 of 8 (1 seat was vacant)*	*2*	*3*	*2.5 hrs.*
June 20, 2024		*7 of 8 (1 seat was vacant)*	*45*	*31*	*3.5 hrs.*
August 15, 2024		*8 of 9*	*12*	*15*	*3.75 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Youth Commission*

Commission Secretary: Ginsi Bryant

Vacant Seats (as of August 31, 2024): 4

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/11/2023	*No*	*6 of 8*	*0*	*0*	*49 min.*
10/10/2023	*No*	*8 of 10*	*0*	*0*	*55 min.*
11/13/2023	*No*	*12 of 12*	*0*	*0*	*59 min.*
12/11/2023	*No*	*10 of 12*	*0*	*0*	*28 min.*
1/8/2024	*No*	*14 of 14*	*0*	*0*	*28 min.*
2/13/2024	*No*	*15 of 15*	*0*	*0*	*58 min.*
3/11/2024	*No*	*11 of 15*	*0*	*0*	*1 hr. 2 min*
4/8/2024	No	17 Of 17	0	0	55 min.
5/13/2024	Yes- No quorum				

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Zero Waste Commission*

Commission Secretary: Julia Health

Vacant Seats (as of August 31, 2024): 2

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
September 26, 2023	*No*	*4 or 6*	*5*	*1*	*2 hrs*
October 24, 2023	*No*	*4 of 8*	*2*	*2*	*1.75 hrs*
November 28, 2023	*No*	*6 of 8*	*3*	*0*	*2 hrs*
January 18, 2023	*No*	*5 of 7*	*3*	*0*	*2 hrs*
February 15, 2024	*No*	*4 of 6*	*1*	*1*	*2 hrs*
March 14, 2024	*No*	*4 of 6*	*3*	*3*	*1.25 hrs*
April 18, 2024	*No*	*6 of 6*	*5*	*0*	*2 hrs*
May 16, 2024	*No*	*4 of 7*	*2*	*0*	*2 hrs*
June 20, 2024	*No*	*3 of 6*	*1*	*1*	*2 hrs*
July 18, 2024	*No*	*6 of 7*	*2*	*0*	*2 hrs*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: ELMWOOD BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD

Commission Secretary: KIERON SLAUGHTER

Vacant Seats (as of August 31, 2024): 5

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
9/8/2023		*4 of 9*			*1 hrs*
10/2/2023		*3 of 9*	*1*	*1*	*45 Minutes*
2/9/2024		*3 of 9*			*1 hrs*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: LOAN ADMINISTRATION BOARD

Commission Secretary: KIERON SLAUGHTER

Vacant Seats (as of August 31, 2024): 4

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled? If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
10/4/2023		*4 of 9*			*36 Minutes*
3/27/2024		*4 of 9*			*1.5 hrs.*

2024 Annual Commission Attendance Form

Reporting Period: September 1, 2023 through August 31, 2024

Commission: *Solano Business Improvement District*

Commission Secretary: Vincent McCoy

Vacant Seats (as of August 31, 2024): 5

Example:

Scheduled Meeting Date	Cancelled? If Yes, Provide Reason	Commissioners Present	Public Present	Public Speakers	Meeting Length
10/10/2022	*No*	*8 of 9*	*5*	*3*	*2.5 hrs.*
1/19/2023	*Yes – no quorum*	*9 of 9*	*3*	*1*	*3 hrs.*

Scheduled Meeting Date *(include both regular and special meetings)*	**Cancelled?** **If Yes, Provide Reason**	**Commissioners Present** (include temporary appointees; names are not required)	**Public Present** (names are not required)	**Public Speakers** (names are not required)	**Meeting Length**
09/05/2023	No	3	3	1	1.5 hours
10/24/2023	No	3	3	1	1.5 hours
12/12/2023	No	3	3	1	1.5 hours
01/23/2024	No	3	2	2	1.5 hours
02/13/2024	No	3	2	3	1 hour 5 minutes
03/12/2024	No	3	2	3	1 hour 5 minutes
05/14/2024	No	3	2	0	1 hour 35 minutes
06/11/2024	No	3	4	2	1 hour 20 minutes
07/23/2024	No	4	5	2	1 hour 15 minutes

Attachment 2

Approved Leaves of Absence Granted During the Period September 1, 2023 - August 31, 2024	
Commission	**# Leaves granted**
Board of Library Trustees	0
Civic Arts Commission	9
Commission on Aging	4
Commission on Disability	3
Commission on Labor	3
Commission on the Status of Women	12
Community Health Commission	3
Design Review Committee	3
Disaster and Fire Safety Commission	2
Elmwood Business Improvement District Advisory Board	2
Environment and Climate Commission	5
Fair Campaign Practices Commission	6
Homeless Services Panel of Experts	10
Housing Advisory Commission	8
Human Welfare and Community Action Commission	1
Landmarks Preservation Commission	7
Loan Administration Board	0
Mental Health Commission	2
Open Government Commission	3
Parks, Recreation and Waterfront Commission	11
Peace and Justice Commission	6
Personnel Board	10
Planning Commission	17
Police Accountability Board	10
Solano Avenue Business Improvement District Advisory Board	0
Sugar-Sweetened Beverage Product Panel of Experts	5
Transportation and Infrastructure Commission	13
Youth Commission	0
Zero Waste Commission	10
Zoning Adjustments Board	17

03

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Contract: Dorothy Day House to operate interim housing at the Howard Johnson motel

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and all necessary amendments with Dorothy Day House to operate an interim housing program at the Howard Johnson Motel (1619 University Ave.) in an amount not to exceed $5,313,826.28 for the period of November 12, 2024 to December 31, 2028.

FISCAL IMPACTS OF RECOMMENDATION

If approved, this resolution will result in an expenditure contract with Dorothy Day House for an amount not to exceed $5,313,826.28 for 48 months of program operations through December 31, 2028. This contract will be funded by the Encampment Resolution Fund Round 3 grant (the acceptance of which award is also before Council on the November 19, 2024 agenda) for the first two years. Extending beyond the first two years will require additional funding; consistent with the guidance from the Budget and Finance committee on January 31, 2024, years 3-4 would need to be covered by Measure P. The City will allocate $1,499,997.32 in the first year of operations and $1,271,276.32 for each year after, for a total of $2,771,273.64 of the $5.4M Encampment Resolution Fund Round 3 (ERF-3) grant and an additional $2,542,552.64 in Measure P to maintain shelter operations through December 31, 2028.

The ERF funds will first be appropriated as part of the First Amendment to the FY 2025 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

The encampments along 2nd St in Northwest Berkeley are among the highest priority encampments in the City: they are our largest remaining encampments and pose numerous risks to community health, including heavy drug use, rodent harborage, and fire concerns. The accumulation of debris and rodent harborage conditions in the area negatively affects both the residents and the surrounding businesses. Accordingly, on September 10, 2024, the City Council voted to direct staff to prioritize these encampments, along with those on Harrison St, for closure.

Prioritizing the well-being of the people who call the area home necessitates that they be assisted indoors or into places of greater safety. By developing a resource specifically tailored to the needs of the encampment, the City can assist everyone that wants a shelter bed to get indoors and work with remaining residents to identify a safer alternative. To date, we have not yet had a dedicated funding source to appropriately serve the 2nd St encampments in their entirety (which together have an estimated 65 residents).

Given the success of the City's use of the first two rounds of state Emergency Resolution Funding, which targeted the encampments in People's Park and Harrison/8th by providing noncongregate, interim housing at the Rodeway Inn and Howard Johnson, respectively, staff is optimistic that this intervention will be equally successful. Since the beginning of ERF operations in May 1, 2022, over 160 individuals have been served by City ERF programs, with 64 individuals moving to permanent housing. Staff have secured a lease agreement with the owners of the Howard Johnson motel for use as interim housing for the ERF-3 grant; a lease ordinance for this project is also before the Council on the November 19, 2024 agenda.

Staff propose to provide services from Dorothy Day House for the cohort currently living in the 2nd St encampments and is recommending that the Council authorize the City Manager to contract with Dorothy Day House for this purpose. The proposed contract with Dorothy Day House would be for $5.3M over 48 months and would cover an array of services including supportive housing navigation, housing search assistance and flexible funding to support moving and move-in expenses; three meals a day; transportation assistance; and intensive clinical case management that would help link individuals to a variety of other needed services. The City's Homeless Response Team will partner with other nonprofits to perform extensive outreach to the people living in the encampments and will coordinate and facilitate referrals with Dorothy Day House to support Howard Johnson enrollments. The City and Alameda County will partner to provide as many housing and supportive services resources as possible (given various Federal and State regulations) to the cohort at the Howard Johnson, with the goal of ensuring that everyone at the encampment is ultimately transitioned to a permanent home.

If approved, the contract with Dorothy Day House would begin on November 12, 2024 and extend through Dec 31, 2028. Funding for the contract would come from the state's Encampment Resolution Fund Round 3 grant and/or the City's Measure P funds.

BACKGROUND

On January 25, 2024, the Budget and Finance Committee approved staff to apply for a third round of Encampment Resolution Funding from the California Interagency Council on Homelessness and authorized staff to include in the application a match commitment funded with Measure P dollars to continue the program through 2028 if awarded.

On January 31, 2024, staff submitted this application and on September 27, 2024, the City was awarded the full amount of its ERF Round 3 grant application.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Helping unhoused people currently living in West Berkeley transition into interim and permanent housing placement will minimize the detrimental environmental impacts associated with encampment homelessness over the long run, including vector and fire hazards, accumulation of trash and waste, and impacts on sensitive waterways. It will also reduce negative impacts of environmental elements on the health and safety of those living in these encampments.

RATIONALE FOR RECOMMENDATION

Dorothy Day House will be the main social service provider for the proposal and is a Berkeley-born nonprofit with extensive experience, including: emergency food and shelter, interim noncongregate housing, safe RV parking, and support services to a large number of people experiencing homelessness. Dorothy Day House also has experience operating non-congregate shelter in Berkeley, as they currently operate the Beyond the Horizon shelter at the Berkeley Inn and ran another temporary shelter program at the Quality Inn in partnership UC Berkeley.

ALTERNATIVE ACTIONS CONSIDERED

None. The City of Berkeley's current shelter crisis resolution (Resolution No. 71,155-N.S.) authorizes the City Manager to waive usual purchasing and bid requirements for the provision of emergency shelter; pursuant to this authority, and for the purpose of implementing the new ERF-3 funding as quickly as possible, staff recommend sole-sourcing this contract to Dorothy Day House.

CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, 510-225-8035.

Attachments:

1: Resolution

RESOLUTION NO. XX,XXX N.S.

AUTHORIZING A CONTRACT WITH DOROTHY DAY HOUSE TO OPERATE INTERM HOUSING AT THE HOWARD JOHNSON MOTEL FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $5,313,826.28 FOR THE PERIOD NOVEMBER 12, 2024 TO DECEMBER 31, 2028.

WHEREAS, the 2nd St corridor in Northwest Berkeley is currently home to several large encampments of unsheltered individuals who will need to be assisted indoors into realistic, safe, and dignified interim and permanent housing options in order to address the street conditions in the area; and

WHEREAS, the City applied for $5.4M in State of California Encampment Resolution Fund (ERF) grant funds to operate the Howard Johnson as an intensive interim housing destination for the cohort currently living in the 2nd St Northwest Berkeley encampments; and

WHEREAS, as part of this ERF application, the City secured commitments from Dorothy Day House to establish a program model at the Howard Johnson to serve and rehouse the cohort in Northwest Berkeley; and

WHEREAS, the City was awarded the full amount of their ERF application on September 27, 2024; and

WHEREAS, Dorothy Day House is an experienced provider of shelter and services to people experiencing homelessness, and is uniquely qualified to operate the Howard Johnson, currently providing noncongregate interim housing for encampment residents at the Beyond the Horizon Program at the Berkeley Inn; and

WHEREAS, The City of Berkeley's current shelter crisis resolution (Resolution No. 71,155-N.S.) authorizes the City Manager to waive usual purchasing and bid requirements for the provision of emergency shelter; pursuant to this authority, and for the purpose of implementing the new project as quickly as possible, staff recommend sole-sourcing this contract to Dorothy Day House.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to enter into a contract and all necessary amendments for the period November 12, 2024 - December 31, 2028, with Dorothy Day House for operating a noncongregate interim housing program at the Howard Johnson motel.

BE IT FURTHER RESOLVED that the contract amount will not exceed $5,313,826.28. Contract payments will be paid from the Encampment Resolution Fund grant monies and/or Measure P general fund dollars.

BE IF FURTHER RESOLVED that an advance payment of $749,998.66 (50% of the FY25 annual allocation) will be advanced prior to contract execution to cover staffing and operating costs. A recorded signature copy of said contract and any amendments will be on file in the City Clerk Department.

04

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Encampment Resolution Funding Round 3 Grant Award

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to receive a $5,395,637.04 Encampment Resolution Funding Round 3 grant award from the State of California, and to enter into contract and all necessary amendments with the State of California resulting from this funding.

FISCAL IMPACTS OF RECOMMENDATION

It is anticipated that the $5,395,637.04 state grant will fully fund two years of operations (i.e., master leasing the Howard Johnson motel and contracting with Dorothy Day House to be the service provider for the provision of interim housing for persons experiencing homelessness). Extending beyond the first two years will require additional funding. Consistent with the guidance from the Budget and Finance Policy Committee on January 25, 2024, years 3-4 would need to be covered by Measure P general fund. The total anticipated yearly expenses for the program are as follows:

- Year 1 (November 12, 2024 – Dec 31, 2025) - $4,058,348.72 (funding source: State ERF-3, fund 336)
- Year 2 (January 1, 2026 – Dec 31, 2026) - $1,337,288.32 (funding source: State ERF-3, fund 336)
- Year 3 (January 1, 2027 – Dec 31, 2027) - $2,568,081.84 (funding source: Measure P, fund 011)
- Year 4 (January 1, 2028 – Dec 31, 2028) - $2,604,895.56 (funding source: Measure P, fund 011)

Funds will be appropriated in the First Amendment to the FY 2025 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

Despite significant work from the City of Berkeley, there are still a considerable number of people living outside in Berkeley encampments. To help at least 26 homeless people move into noncongregate temporary housing, staff completed and submitted an application on April 30, 2024 for $5.4M in funding to support two years of operations and services to master lease the Howard Johnson, a 27-room motel located on University Avenue in West Berkeley.

The City's Homeless Response Team, managed by the Neighborhood Services Division in the City Manager's Office, proposes to work with Dorothy Day House to assist those living in Northwest Berkeley encampments into noncongregate interim housing at the Howard Johnson. The purpose of this funding is specifically to address and resolve encampments, and staff were required to identify encampments of focus in the grant application to the State. Howard Johnson rooms will be available to other homeless people in Berkeley should there be rooms open after focusing on Northwest Berkeley and should adequate funding remain.

The City's application was awarded $5,395,637.04 by the State on September 27, 2024 and must be fully expended by June 30, 2027. To meet this deadline and in order to lease the Howard Johnson and contract with Dorothy Day House for services, it is important to have the City Council adopt a resolution authorizing receipt of these funds for this purpose as quickly as possible.

Creating this temporary homeless housing aligns with the City of Berkeley's strategic plan priorities.

BACKGROUND

On November 27, 2023, the State of California's Interagency Council on Homelessness (Cal ICH) released a Notice of Funding Availability (NOFA) for the Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R), a $400M statewide competitive grant opportunity to fund local demonstration projects that assist people living in encampments to safe, low-barrier, and stable housing pathways. The ERF program is intended to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments, necessarily also addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

On January 25, 2024, City staff presented a plan, including the proposed priority encampment and a request for local Measure P match funding, to the Budget and Finance Policy Committee of the Council; the Committee voted to approve staff's application and to include a 1:1 Measure P match commitment in the application. (Given the short time between Council's return from Winter recess and the deadline for the grant application on

February 28, there was no time to bring this item before the full City Council for consideration.) Staff successfully completed and submitted the application on January 31, 2024. The City's application was initially declined by the State on April 22, but staff addressed the State's feedback, resubmitted the grant, and were awarded the full amount on September 27, 2024.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Helping unhoused people currently living in West Berkeley transition into interim and permanent housing placement will minimize the detrimental environmental impacts associated with encampment homelessness over the long run, including vector and fire hazards, accumulation of trash and waste, and impacts on sensitive waterways. It will also reduce the impact of these environmental elements on the health and safety of people with no shelter.

RATIONALE FOR RECOMMENDATION

With the adoption of Resolution No. 71, 513-N.S., "Encampment Policy Resolution to Promote Healthy and Safe Neighborhoods," on Sept 10, 2024, the Council directed staff to prioritize the encampments on 2nd St for closure. Accepting this resource and contributing local Measure P general fund as match will be critical in allowing staff to implement this direction.

ALTERNATIVE ACTIONS CONSIDERED

Alternate city funding could be considered, and/or the resolution of these encampments could be suspended.

CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, 510 225-8035

Attachments:
1: Resolution
2: Award Letter from California Housing and Community Development

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

ACCEPTING THE STATE OF CALIFORNIA'S ENCAMPMENT RESOLUTION ROUND 3 FUNDING GRANT AWARD

WHEREAS, on November 27, 2023, the State of California released a Notice of Funding Availability (NOFA) for the Encampment Resolution Funding Round 3 (ERF-3-R) Program, a Statewide, competitive $400M funding opportunity to further the State's understanding of best practices to compassionately resolve encampments by assisting their residents into safe and stable pathways to housing; and

WHEREAS, on January 25, 2024, the Budget and Finance Policy Committee of the City Council unanimously voted to approve city staff's grant application and the inclusion of a local Measure P match commitment in that application; and

WHEREAS, on January 31, 2024, staff submitted a grant application to the ERF requesting $5.4M to support 4 years of operations for the Howard Johnson on University Avenue in Berkeley to operate as noncongregate shelter; and

WHEREAS, staff propose the use of the Howard Johnson motel as noncongregate interim housing for individuals currently residing in Northwest Berkeley encampments; and

WHEREAS, the City's Homeless Response Team will partner with Alameda County and other nonprofit organizations to assist those individuals living in Northwest Berkeley encampments into the Howard Johnson and onto pathways to stable housing; and

WHEREAS, the University of California, San Francisco's Benioff Homelessness and Housing Initiative will partner with the City to perform evaluative research on this program, to better advance knowledge and best practices on effectively and compassionately ending encampment homelessness; and

WHEREAS, the City Manager was notified on September 27, 2024 that the City's ERF-2 application will be funded at the full amount, supporting two years of operations and services for the shelter program at the Howard Johnson motel.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to accept and receive an award from the State of California, and to enter into contract and all necessary amendments with the State, for $5,395,637.04 in Encampment Resolution Funding grant funding, fund 336, with funds to be appropriated in the First Amendment to the FY 2025 Annual Appropriations Ordinance.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

September 27, 2024

Josh Jacobs
Homeless Services Coordinator
City of Berkeley
City Manager's Office, Neighborhood Services Division,
Berkeley, California 94704

RE: ERF Award Announcement – City of Berkeley
#24-ERF-3-R- 100026 Award Amount: $5,395,637.04

Dear Josh Jacobs:

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (HCD) or otherwise notified by HCD staff.

HCD is pleased to announce that the City of Berkeley has been awarded an Encampment Resolution Funding award for their application under ERF Round 3R, Window 2 in the amount of **$5,395,637.04**.

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

HCD intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A program representative will be in communication with you to discuss and confirm any documents needed.

Congratulations on your successful application. For further information, please contact Jeannie McKendry at jeannie.mckendry@hcd.ca.gov or HPDhomelessnessgrants@hcd.ca.gov.

Sincerely,

Megan Kirkeby
Deputy Director, Housing Policy Development Division

05

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Urgency Ordinance for Leasing the Real Property at 1512 University Avenue

RECOMMENDATION

Adopt an Urgency Ordinance to enter into a lease for the real property located at 1512 University Avenue, Berkeley for a term of 48 months.

FISCAL IMPACTS OF RECOMMENDATION

Total costs for this lease are not to exceed $119 per room per night for 27 rooms, plus a $2,200 yearly damage deposit per room. In order to meet the State's statutory grant expenditure requirements (50% of the grant must be spent by June 30, 2025), the City will prepay the first two years of the rent (Jan 1, 2025 - Dec 31, 2026) at a total of $2,348,060.40, as well as the first two years of the security deposit at a total of $120,582. For the second two years, (Jan 1, 2027 – Dec 31, 2028), rent will be monthly at a rate of $102,260.15 per month for the third year and escalating 3% to $105,327.96 per month for the fourth year, and security deposit expenses will be $63,017 for the third year and escalate 3% to $64,907 for the second year. Thus, the total NTE for the lease is $5,087,623.72. The costs will be paid for using State of California Encampment Resolution Funding grant funds for the first two years (January 1, 2025 – December 31, 2026). Extending beyond the first two years will require additional funding. Consistent with the guidance from the Budget and Finance committee on January 25, 2024, years 3-4 would need to be covered by general fund revenues associated with Measure P.

These funds will be appropriated in the First Amendment to the FY 2025 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

Pursuant to Article XIV of the City Charter, this urgency ordinance is needed for the "immediate preservation of the public peace, health or safety" in light of the current shelter crisis in the encampments of Northwest Berkeley. By adopting this agreement through an Urgency Ordinance, it will be possible to execute a lease with an effective date of January 1, 2025, thus allowing sufficient time to ensure those who are currently living in the encampment have a safe, indoor destination—as well as to meet the aggressive expenditure deadlines of the ERF-2 grant, which require 50 percent of the allocated grant

award to be expended by June 30, 2025 and 100 percent of the allocated grant award to be expended by June 30, 2027.

On the November 19, 2024 agenda, Council will consider a recommendation to adopt a resolution authorizing the City Manager to contract with the State of California for roughly $5.4M in funding from the Encampment Resolution Funding grant program. Staff submitted an application to this grant opportunity on January 31, 2024, proposing to use the funds, along with local match funding provided by Measure P, to operate noncongregate interim housing at the Howard Johnson motel for the cohort of individuals currently living in the encampments along 2nd St and vicinity in Northwest Berkeley.

Staff have secured an agreement with the Howard Johnson's ownership to lease all 27 rooms at the motel for this purpose. The proposed lease, as specified in Exhibit A attached to this report, covers 27 rooms at a flat price of $119 per room per night, as well as a yearly damage deposit not to exceed $2,200/room per room. Because the State's long delay in awarding the funding cannot supersede the Statutory requirement to spend (not merely obligate) 50% of the grant by June 30, 2025, staff propose paying the costs of first two years of the lease ($2,348,060.40) and security deposit ($120,582) up front, for a total of $2,468,642.40 The lease contains exit clauses for the City if funding becomes unavailable and repayment clauses for the prepaid portions of the rent in the event the lease must be terminated early. Staff propose to contract with Dorothy Day House to provide the social services component of the program and are bringing that to Council in a separate report on November 19, 2024.

Increasing access to interim housing for persons experiencing homelessness is consistent with the City's strategic priorities.

BACKGROUND

On January 25, 2024, City staff presented a plan, including the proposed priority encampment area and a request for local Measure P match funding to extend the program beyond two years, to the Budget and Finance Policy Committee of the Council; the Committee voted to approve staff's application and to include a 1:1 Measure P match commitment in the application. (Given the short time between Council's return from Winter recess and the deadline for the grant application on January 31, 2024, there was no time to bring this item before the full City Council for consideration.) Staff successfully completed and submitted the application on January 31, 2024 and were awarded the full amount on September 27, 2024.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental impacts associated with this lease. Providing noncongregate interim housing for those currently living in encampments will reduce the overall negative impact of encampments on Berkeley's environment and waterways, as well as the negative impacts of environmental elements on the health and safety of those living in encampments. This lease is exempt from the California Environmental Quality

Act ("CEQA") under Public Resources Code Section 21080(b)(4), as a specific action necessary to prevent or mitigate an emergency, and as reflected in CEQA Guidelines, Section 15269(c).

RATIONALE FOR RECOMMENDATION

If adopted, this lease agreement will bring about the opportunity to shelter at least 26 individuals who are currently living in encampments. Adopting the agreement by Urgency Ordinance is appropriate in light of the current shelter crisis. By adopting this agreement through an Urgency Ordinance, it will be possible to execute a lease with an effective date of January 1, 2025, helping meet the ERF-3 expenditure deadlines of 50% of the grant by June 30, 2025 and 100% of the grant by June 30, 2027.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Josh Jacobs, Homeless Services Coordinator, 510-225-8035.

Attachments:
1. Ordinance
2. Exhibit A: Lease Agreement

ORDINANCE NO. X,XXX N.S.

AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A LEASE AND ANY NECESSARY AMENDMENTS WITH SAI SHAKTI, INC, FOR REAL PROPERTY LOCATED AT 1512 UNIVERSITY AVENUE, BERKELEY, CA.

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

Section 1. The City Council finds as follows:

a. The City of Berkeley is facing an ongoing crisis of street homelessness: while unsheltered homelessness declined in Berkeley by 45% from 2022 to 2024, largely due to the success of previously leased motels used for noncongregate shelter, large and dangerous encampments in West Berkeley still remain.
b. To help address this crisis, on January 25, 2024, the Budget and Finance Policy Committee of the City Council passed a motion authorizing staff to apply to the State of California for an Encampment Resolution Funding program grant which, if funded, would provide the City with funding to master lease the Howard Johnson motel at 1512 University Ave for two years for the purposes of providing non-congregate shelter; and
c. In the same January 25, 2024 motion, the Budget and Finance Policy Committee authorized staff to include two years of match funding from Measure P in the grant application, extending the total program length to 4 years; and
d. City staff successfully submitted this grant on January 31, 2024, and the City was awarded $5,395,637.04 on September 27, 2024; and
e. Providing low-barrier, non-congregate interim housing options will be critical to end the unsheltered status of those currently living in dangerous Berkeley encampments; and
a. The property owner, Sai Shakti, Inc, has offered to lease the entire property (providing 26 guest rooms plus one management room for a total of 27 rooms) at 1512 University Avenue to the City for purposes of establishing a homeless shelter for four years.

Section 2. The City Manager or his designee is hereby authorized to enter into a lease and necessary amendments starting January 1, 2025 with Sai Shakti, Inc, for real property located at 1512 University Avenue on substantially the same terms as set forth in Exhibit A. The rent will be $96,390 per month, including $2,200 per room in damage funds annually, escalating 3% year-over-year for each year of the term. Lease costs will be paid for by a State of California Encampment Resolution Fund-3 grant and/or Measure P funds.

Section 3. This Ordinance is adopted as an urgency ordinance pursuant to the Charter of the City of Berkeley, Article XIV, Section 93 and shall be effective immediately. The City Council finds and determines that the adoption of this Ordinance as an urgency ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Berkeley.

Section 4. 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 fifteen calendar 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.

CITY OF BERKELEY

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT: Howard Johnson Motel 1512 University Avenue, Berkeley, CA
OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.: 87-0751947
TENANT: City of Berkeley

File No:

Preamble **THIS OCCUPANCY AGREEMENT ("OCCUPANCY AGREEMENT"), is MADE AND ENTERED INTO THIS 1ST DAY OF JANUARY, 2025 BY AND BETWEEN SAI SHAKTI, INC., a California corporation (hereinafter, the "Owner"), without distinction as to number or gender, and the City of Berkeley (hereinafter called the "City.") This Occupancy Agreement is entered into for the purposes of providing interim housing for persons experiencing homelessness in Berkeley, California.**

Owner is the record owner of or authorized party to grant such rights concerning certain real property defined as the Premises herein situated in the County of Alameda, State of California and has the authority to grant the rights to the City contained in this Occupancy Agreement. The Owner and its manager(s), members, agents, successors and assigns are referred to individually as an "Owner Party" and collectively as "**Owner Parties.**" The City and its employees, agents, contractors, invitees, licensees, successors and assigns are referred to as the "**City Parties.**" The "**Operator**" and the "**Program Guests**", as defined below, and their respective agents, invitees and licensees of any of them, are also "**City Parties**" for purposes of this Occupancy Agreement.

WITNESSETH

Description 1. The Owner hereby authorizes the City and the City hereby hires from the Owner those certain premises with appurtenances situated on improved real property at 1512 University Avenue, Berkeley, CA (APN 56-2003-18-4) ("Property") in the City of Berkeley, County of Alameda, State of California, and more particularly described as follows:

> All twenty-six (26) guest rooms and one (1) manager's room within the Howard Johnson Motel ("**Motel**") located at 1512 University Avenue, Berkeley, CA (each individually a "**Room**" and collectively, the "**Rooms**"), and including all parking spaces contiguous to the Motel building, and unlimited use of the building's common facilities as shown on **Exhibit A** (collectively, the "**Premises**"). The Premises do not include rights of access to or use of the roof.

The Premises are operated as a motel accommodation. The City has inspected the Premises and deems them appropriate for its intended uses, and acknowledges that Owner will deliver the Premises to the City in their "AS IS, WHERE AS AND WITH ALL FAULTS" condition and also acknowledges that Owner has no obligation to prepare the Premises for occupancy in any manner. Subject to casualty events, condemnation, or emergency conditions stated below, and subject to Owner's needs to access the Premises for repair work or periodic inspection, as

described below, Owner grants to the City exclusive access to and use of the Premises on a continual basis (i.e., twenty-four (24) hours per day, seven (7) days per week) for purposes of providing interim housing for persons experiencing homelessness under a specialized housing program (**"Program"**) administered by the City (each such occupant or invitee through that Program is referred to herein as a **"Program Guest"**), either directly or through a Program operator under the City's control (**"Operator"**). The City will not (i) allow any nuisance conditions to exist on the Premises, and (ii) shall use diligent efforts to promptly eliminate any Program Guest from accessing the Premises if such Program Guest has engaged in activity that causes material damages to the Premises.

Owner acknowledges that during the Term, Owner shall not rent or allow occupancy of any Room or facilities in the Premises to any person other than City, and City agrees that it will use the Premises exclusively for the implementation of the Program and the housing of Program Guests (together with any administrative or management function required on site at the Premises for the Program). Under no circumstances shall the City engage in any conduct that would jeopardize (i) Owner's existing permits for the Motel; or (ii) its ability to surrender the Premises at the end of the Term vacant, and in the condition required by this Occupancy Agreement. Owner shall have no obligation to manage any Program Guest or monitor or control any of the operations on the Premises; all such operations and control shall be the sole responsibility of the City. Owner represents that Owner has not received a notice of violation of any permit condition with respect to the Premises, and, to Owner's knowledge, that the Premises comply with all laws.

The City acknowledges that there is a storage room in which the Owner stores tools, parts and supplies to make repairs to improvements and equipment, and that Owner is reserving its use of such storage room for that purpose in order to more efficiently undertake any repairs required at the Premises. The City shall not permit others to gain access to such storage room which shall remain locked when not in use by Owner or its agents.

Term; Early Termination; Option

2. The term of this Occupancy Agreement shall commence on January 1, 2025 ("**Commencement Date**"), with the City taking physical occupancy on January 1, 2025. The term of this Occupancy Agreement (**"Term"**) and the City's rights to possession of the Premises shall end on the earlier of: (i) four (4) years after the Commencement Date (expected to be December 31, 2028) unless the parties negotiate an extension under the "Option" described below; (ii) on the effective date of termination under any election of a party to terminate the Occupancy Agreement upon an "Event of Default" (defined below);and (iii) on the effective date of termination that takes effect under the exercise of the "Casualty Termination Right" under Section 10, below, or pursuant to the "Special Termination Right", as specified in **Exhibit C** of this Occupancy Agreement.

If mutually agreeable to City and Owner, the parties may extend the Term for an additional five (5) years (**"Option"**), so long (i) this Occupancy Agreement has not terminated and there is no pending default by the party invoking the Option, (ii) notice of the intention to extend the Term is given by written notice to the counterparty at least four (4) months prior to the then pending expiration date for the Term, and (iii) the terms and conditions of such an extension, including the amount of Monthly Rent, will be negotiated and must be agreed to and reduced to writing and signed by both parties to be effective.

Rent and Invoicing

3. The City shall pay the Owner in advance and without deduction or offset (except as allowed in this section and in Section 6), Two Million Three Hundred Forty-Eight Thousand Sixty Dollars and Forty-Eight Cents ($2,348,060.40) in rent for the period of January 1, 2025 through December 31, 2026. Beginning on January 1, 2027 through December 31, 2028 The City shall pay the Owner Monthly Rent payments (**"Monthly Rent Rate"**) as shown in the chart below, regardless of whether each Room is occupied for the full month or not, as follows:

TIME PERIOD	MONTHLY RENT RATE
1/1/2027-12/31/2027	$102,260.15
1/1/2028-12/31/2028	$105,327.96

Monthly Rent and all other payment obligations under this Occupancy Agreement are referred to collectively as **"Rent."** All payments of Rent are due and payable thirty (30) days after Owner has provided a demand for payment. For payments other than Monthly Rent, Owner shall submit an invoice with reasonably sufficient detail to permit the City to reference and confirm the obligation to pay under the Occupancy Agreement. Rent shall be paid to Owner at the address specified in Section 4 or such other address as the Owner may designate by a notice in writing.

Should the Occupancy Agreement be terminated by either party under Section 10 or Exhibit C during Years 1 and 2, Owner agrees to return any prepaid rent to the City on a prorated basis.

Rent payments shall be paid from any source of legally available funds of the City, and so long as the Premises is available for the City's use, the City covenants to take such action as may be necessary to include all Rent payments due under this Occupancy Agreement in its budgets and to maintain such items to the extent unpaid for that fiscal year in its budgets, and to make the necessary appropriations and supplemental appropriations to the extent necessary, for all such Rent payments; which covenants of the City shall be deemed to be, and shall be, ministerial duties imposed by law, and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants made by the City in this Occupancy Agreement.

Notices

4. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and when addressed as shown below, and one of the following applies: 1) two business days (i.e. not a Saturday, Sunday or a national or state holiday where the courts are closed) after it is deposited in the United States Mail, with certified first class postage prepaid; 2) on the day it is received if delivered by personal service, or if sent via a reputable commercial overnight delivery service (i.e. UPS, FedEx or similar) with receiver's signature required; and (3) on the next business day after it is by email to the address shown below and receipt has been electronically confirmed:

To the Owner: Sai Shakti, Inc
Attention: Gitaben & Ishwarlal Rajput
13509 Campus Drive
Oakland, CA 94605
Phone No.: (510) 684-7637
Email: ishwarlalrajput@scbglobal.net

To the City: City Manager's Office
City of Berkeley
2180 Milvia St, 5th Floor
Berkeley, CA 94704
Attn: Peter Radu
Phone No. (510) 981-7045
Email: pradu@cityofberkeley.info

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE PREMISES ADDRESS.

ATTN: Sai Shakti, Inc.
and mailed to:

13509 Campus Drive
Oakland, CA 94605

The address to which notices and correspondence shall be mailed to either party may be changed on not less than five (5) days prior notice, by giving written notice to the other party as required above.

Parking

5. Subject to the provisions of Section 2, parking spaces shown on **Exhibit A**, are to be available for City's use and that of its Program Guests during the Term; however, the Owner is not obligated to enforce any parking use. The City's obligations to hold harmless, defend and indemnify the Owner and Owner Parties extends to any use made by it or its Program Guests (or their invitees or licensees) in the Premises or the parking areas. Owner shall ensure that no Owner Party nor any of its agents use these parking spaces unless separately authorized by the City. The on-site parking spaces shall be provided at no additional charge.

Services, Utilities, and Supplies

6. Owner, at Owner's sole cost and expense, shall contract for and facilitate the delivery to the Premises of the following public utilities and public services: electricity and gas for heating, ventilating, air-conditioning as the City needs for its operations at the Motel, plus sewer, trash disposal (of up to 3 yards per week), and internet services (as it currently operates at the Motel). In addition, Owner shall provide and maintain security cameras, and hot and cold water service for the reasonable needs of the Motel.

If Owner breaches its obligation to pay for and facilitate the delivery of the foregoing services, utilities or equipment, upon not less than one (1) business days' notice, City may furnish the same and deduct the cost, plus City's administrative expenses of 10%, of furnishing those services, utilities or equipment from the Rent.

Repair and Maintenance

7. During the Term, the Owner shall maintain the Premises substantially in its existing condition as of the Commencement Date and in tenantable condition, subject, however, to Casualty (defined in Section 10) and condemnation. Owner has provided an inventory of each room to City and attached in Exhibit D. Owner's obligation to pursue repairs is limited to the obligations set out in this Section 7; such obligations arise upon prior notice of disrepair from the City (**"Repair Notice"**). Upon any Repair Notice, Owner shall immediately respond to a Repair Notice if there is an emergency involving life safety issues; otherwise Owner shall respond with the required maintenance or repair with reasonable diligence, consistent with common property management practices. For Casualty and other events beyond the Owner's control, notice of the damage shall be promptly provided by the City and the obligations to repair and pay for any such repairs shall be governed by this Section 7, Schedule 1 and Section 10, below.

(a) Any and all costs incurred to cause the Premises to comply with the Disability Laws shall be borne by Owner unless caused by alterations to the Premises pursued by the City. Owner may use any yearly damage deposit to alter the Premises to satisfy any obligations to provide reasonable accommodations pursuant to the Americans with Disabilities Act (ADA) or other applicable laws. See also Schedule 1.

(b) The City shall promptly notify Owner of damage to the Premises, and/or Owner's fixtures, furnishings and equipment (**"FF&E"**) and mattresses (**"Mattresses"**) provided by Owner and noted in Exhibit D, on the Commencement Date or replaced by Owner. Owner's actual out-of-pocket costs of repairing or replacing any damage to (i) the Property, (ii) the FF&E, and/or (iii) Mattresses and (iv) any required deep cleaning including pest control and heat treatments for any Room are herein collectively referred to as the (**"Repair Costs"**). The City's obligation to reimburse the Owner for such Repair Costs in any "Year", as defined below, is limited to the amount of the Yearly Damage Deposit applicable to the Year in which the Repair Costs are incurred. In so calculating the applicable Repair Costs for such Year, the parties agree to offset from such Repair Costs any net amount recovered by Owner as insurance proceeds for such loss or damages pursuant to the insurance coverage required by this Occupancy Agreement. The sum of all such Repair Costs, less any applicable net insurance proceeds received, less any available balance of that Year's Yearly Damage Deposit as of the date of such loss or damage is herein referred to as **"Excess Costs."** The City shall be responsible to Owner for all Excess Costs incurred by Owner and must pay such Excess Costs within sixty (60) days of demand from Owner.

For the avoidance of doubt, Repair Costs are to first be satisfied from the aggregate **"Yearly Damage Deposit"** (see right column, below), which shall be equal to the "Damage Deposit per Room" set forth below for each applicable "Years" (defined below) of the Term multiplied by 27 Rooms (e.g. for the first and second Year the Yearly Damage Deposit is = $120,582.00). City shall pay any Excess Costs within 60 days of City's receipt of Owner's reasonable proof of payment for actual costs of good, services and labor.

The Yearly Damage Deposit may also be used to address damage or destruction from a "Casualty" (defined in Section 10, below) if it was caused by the negligence, gross negligence, or the willful misconduct of a City Party. In such Casualty events, the cost allocations (including rights to insurance proceeds) shall be governed by Section 10 and Exhibit C.

Each 12-month time period noted below shall be referred to as a **"Year."**

TIME PERIOD	"YEARLY DAMAGE DEPOSIT"
1/1/2025-12/31/2026	$120,582.00
1/1/2027-12/31/2027	$63,017.00
1/1/2028-12/31/2028	$64,907.00

(c) The City shall pay the first and second Year's Yearly Damage Deposit to the Owner within fifteen (15) days of the Commencement Date and receipt of demand for payment. If the Yearly Damage Deposit is not exhausted during the course of each such Year, Owner may retain the balance. If the Term continues beyond the first Year, then on the first anniversary of the Commencement Date, and after receipt of demand for payment, the City will remit that Year's Yearly Damage Deposit to the Owner. The City will follow this for each succeeding anniversary of the Commencement Date during the Term to ensure the Yearly Damage Deposit has been paid to Owner at the start of each Year in the Term. If either Owner or City exercises the Option to extend the Term, the parties shall attempt to resolve the amount and disposition of the Yearly Damage Deposit during any such extended Term. Should the Occupancy Agreement be terminated by either party during the first two years, Owner agrees to return any prepayment on a prorated basis.

(d) Laundry FF&E. Only staff supervised by the Operator may have access to the laundry room area. If any damage is caused to the laundry equipment during the Term by any City Party, and such damages ultimately aggregate to more than $2,000.00 (Two Thousand Dollars),

Owner may, in its discretion remove the existing laundry equipment and install a coin operated laundry serviced by a vendor. Any coin operated laundry machines on the property are the sole property of Owner.

The City further agrees that the City will ensure that every Program Guest agrees in writing – and as a condition of such person's occupancy - to refrain from engaging in damage to the Property, the FF&E or the Mattresses. See Schedule 1.

Assignment

8. The City shall have the right to assign this Occupancy Agreement with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. No such assignment shall relieve the City of any liability or responsibility under this Occupancy Agreement, unless the assignee agrees in writing to assume all of City's obligations under this Occupancy Agreement and is equally capable of performing them.

Quiet Possession

9. Subject to the terms of this Occupancy Agreement, the Owner agrees that the City, while keeping and performing the covenants herein contained, shall at all times during the existence of this Occupancy Agreement, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Owner or any person claiming a superior title under the Owner. City acknowledges that the Owner may access the Premises on not less than twenty-four (24) hours prior written notice to the City (except in case of an emergency, or where Owner is undertaking repair of a Casualty event and it is part of a continuum of work days, in which case no notice is required) in order to (i) perform required repairs, (ii) address any failure of the utilities or services required under Section 6, or (iii) inspect the Premises. Owner's inspection of the Premises shall be limited as follows: (i) absent cause, an inspection to determine compliance with the Occupancy Agreement will not be more often than once per month; (ii) to complete an appraisal or due diligence analysis for any financing, sale or other bona fide valuation need; (iii) to show the Premises to a prospective lender or purchaser; (iv) access to a Program Guest's Room shall only occur if damage is being inspected or repaired, or the cause of a Casualty is being assessed, and then only with a person assigned by the City to accompany the Owner or its agent in completing such inspection. Absent an emergency, in which case access shall be provided immediately, any access by Owner shall only occur during regular 9 a.m. to 5 p.m. business hours. The City will reasonably cooperate in coordinating this access.

Casualty and Destruction

10. If the Premises are damaged by fire, accident or other casualty (collectively, **"Casualty"**), and if the cost to repair such damage exceeds more than 20% of the Rent due for the remainder of the Term, or such damage is not fully covered by insurance proceeds made available to Owner, Owner may elect to terminate this Occupancy Agreement (**"Casualty Termination Right"**). Such election shall be made within twenty (20) days of the date of Casualty. Calculating the "remainder of the Term" shall be based on the shortest available Term if either party exercises an available Termination Right, If the Casualty does not provide Owner with such an election to terminate this Occupancy Agreement, or Owner does not timely elect to terminate, whether under a Casualty Termination Right, or a "Special Termination Right" under the provisions of **Exhibit C**, then Owner shall diligently pursue the repair and restoration of the Premises in a commercially diligent manner. Pending such repairs, Rent shall abate proportional to the number of Rooms that are untenantable during the repair efforts.

If a Casualty occurs and the Occupancy is not terminated, Owner shall tell the City the estimated number of days required to repair such Casualty within thirty (30) days of its occurrence (**"Owner's Notice"**), as the repair period may be determined in Owner's reasonable judgment. If the Owner's Notice specifies that more than fifty percent (50%) of the remainder of the Term, or more than two hundred ten (210) days, will be required to complete the repairs, whichever is less, City may at its option terminate this Occupancy Agreement by written notice to Owner within thirty (30) days of Owner's Notice (**"City's Notice"**). The "remaining Term" shall only include that portion of the Term that is not at the time of the Casualty susceptible to any early termination

rights under this Occupancy Agreement. If the Premises are totally destroyed by a Casualty, this Occupancy Agreement shall terminate.

If the Premises are to be repaired after a Casualty, Owner shall diligently prosecute to completion the repair of said Premises, and the parties shall cooperate in obtaining all available insurance coverage to pay for such repairs and make these available to the Owner for such purposes including the recovery of any Rents. Except for circumstances wherein an act of the City or Program Guest(s) unduly delay the completion, if Owner does not complete the repairs within 120% of the time noted in the Owner's Notice, the City shall have the option to terminate this Occupancy Agreement by giving written notice to Owner at any time prior to Owner's completion of such repairs.

During any period where a Room is untenantable then (i) to the extent any Room is not available for City's use, the rent for any affected Room shall be abated each month by dividing the number of days the Room is unable to be occupied by thirty (30) days, and (ii) if portions of the Premises located outside of the Rooms are damaged or destroyed and not available for City's use, the rent for each Room shall be abated during the time that those portions of the Premises are not available for City's use by multiplying the rent for each Room by a fraction, the numerator of which is the square footage of the Premises that has been damaged or destroyed and the denominator of which is the square footage of the entire Premises. It is understood and agreed that the City or its agent has the right to enter the destroyed or partially destroyed Premises provided any such entry is not prohibited by law or emergency services, and in all events any such entry is at the sole risk of City. At the City's request, the Owner shall immediately identify an appropriate route through the Motel building to access the Premises. If the Owner cannot identify an appropriate access route, it is agreed that the City may use any and all means of access at its discretion in order to enter the Premises.

Subrogation Waived

11. To the extent authorized by any fire and extended coverage insurance policy issued to Owner or City (or the Operator) related to the Premises or operations on it, each such insured will diligently pursue with its insurer a good faith effort to have such insurer waive its rights of subrogation against the party causing the loss or damage. If a premium is required to obtain such waiver, the party seeking and benefitting from such waiver may elect to pay the premium or other cost to ensure the waiver occurs, but otherwise the insured party is under no obligation to procure the waiver of subrogation. Each party agrees to release its counterparty from liability for any loss or damage to the extent it is covered by said insurance.

Prevailing Wage Provision

12. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply during the Term:

A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

13. During the Term of this Occupancy Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding City to implement such article.

Holding Over

14. In the event the City remains in possession of the Premises with the express written consent of the Owner after the termination or the expiration of the Term, or any extension or renewal thereof, this Occupancy Agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) day notice of termination by the Owner or the City and otherwise on the terms and conditions herein specified, so far as applicable, with Monthly Rent to be at two hundred percent (200%) of the Monthly Rent in effect immediately prior to such holdover period. If no such consent is provided by Owner, then there shall be no holding over and City will be liable to Owner for any consequential or special damages caused by the unlawful holding over.

Surrender of Possession

15. Upon termination or expiration of this Occupancy Agreement, the City will peacefully surrender to the Owner the Premises entirely vacant and in good order and repair, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances for which Owner is responsible pursuant to this Occupancy Agreement. Notwithstanding the foregoing, City's obligation to restore the Premises shall also be limited in accordance with Section 19.

Time of Essence, Binding upon Successors

16. Time is of the essence of this Occupancy Agreement. Without affecting the provisions governing assignment and subleasing, the terms and provisions of this Occupancy Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

No Oral Agreements

17. It is mutually understood and agreed that each party shall be deemed a drafter of the provisions of this Occupancy Agreement in equal measure, and that no alterations or variations of the terms of this Occupancy Agreement shall be valid unless made in writing and signed by the

parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Hazardous Substance

18. City agrees that it will comply with all applicable laws in occupying and using the Premises. This obligation includes complying with all laws existing during the Term pertaining to the presence, use, storage, transportation, and disposal of any "hazardous substance" or "hazardous materials" (as those terms are defined in **Exhibit B**, attached to this Occupancy Agreement; "**Hazardous Materials**") in on or about the Premises. City shall promptly advise Owner of the discovery of any such Hazardous Materials in or about the Premises where the presence, use, storage or disposal of the Hazardous Materials constitute an event requiring reporting to any governmental agency charged with protecting the environment or public health, or reflects a violation of the Environmental Laws, as these are defined in Exhibit B. In the event a government order is issued naming the City or the City incurs any liability during or after the Term in connection with Hazardous Materials that were present on the Premises before the Commencement Date, or which was caused by the Owner or its agent during the Term, Owner shall hold harmless, indemnify, and defend the City in connection therewith and shall be solely responsible as between City and Owner for all efforts and expenses arising from such preexisting contamination.

Owner represents and warrants that: (a) they are not aware and disclaim any knowledge of whether the Premises contains asbestos; (b) at all times Owner has owned the Premises, the Premises have not and do not contain any substance that is deemed Hazardous Materials, other than normal quantities of such Hazardous Materials as may typically be found in commercial construction or cleaning products used and disposed of in accordance with applicable laws; (c) at all times Owner has owned the Premises, there has been no release of Hazardous Materials on the Premises in violation of applicable law; (d) they are not aware and disclaim any knowledge of whether there are underground storage tanks for petroleum products or Hazardous Materials, active or abandoned, located on or under the Premises; (e) Owner has received no notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging any violation of any Environmental Laws or informing Owner that the Premises are subject to investigation, inquiry, or proceeding regarding Hazardous Materials or the potential violation of any Environmental Law; and (f) there are no environmental liens on the Premises.

Improvements and Alterations; Restoration of Premises

19. Throughout the Term, the City shall make no improvements or alterations to the Premises if these require permits or that affect any roof membrane, any structural elements or involve more than $10,000 in costs without the express written permission of the Owner, which shall not be unreasonably withheld, conditioned, or delayed. City shall pay for the costs of any such works of improvement and ensure that no liens or other charges are imposed on the Premises. Upon termination of the Occupancy Agreement, any equipment installed on the Premises by the City shall remain the City's property and the City shall remove such property from the Premises and repair any damages caused by such removal before the end of the Term. Upon expiration or termination of the Term, the Premises shall be returned to Owner vacant and in the same condition that existed on the Commencement Date, reasonable wear and tear excepted. On expiration of the Occupancy Agreement, the Premises shall revert to its status as a tourist Motel.

Indemnification and Insurance

21. The City agrees to indemnify and hold harmless the Owner, its members, manager(s), agents, successors and assigns ("**Indemnitees**") in the event of any third party claim, demand, cause of action, judgments, obligations, liabilities, expenses and costs (including, e.g., court costs and reasonable attorney's fees) and all other reasonable expenses (collectively "**Claims**") which Owner may suffer as a proximate result of the negligence or other wrongful act or violation of law by a City Party (or by any person or persons acting under the direct control and authority of the City, the Operator, or the agents or employees or either of them), in connection with the City's occupancy of the Premises under and during the Term of this Occupancy Agreement, and agrees to repair or pay for any damage proximately caused by reason of the City's use of the Premises

during the Term of this Occupancy Agreement, in accordance with the terms the City committed to in Sections 7, 10, Schedule 1 and Exhibit C, as well as when due to the City's default or an Event of Default, except (i) to the extent such damages are the result of Owner's negligence or willful misconduct or it is the result of negligence or willful misconduct of any person(s) acting under the direct control and authority of Owner. The City's defense and indemnity obligations under this Section shall not be limited by the policy limits of any policy of insurance.

Owner agrees to indemnify and hold harmless the City in the event of any third party Claims that the City may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner and further excluding that portion of the Claim caused by the negligence or willful misconduct of a City Party. Owner's defense and indemnity obligations under this Section shall not be limited by the policy limits of any policy of insurance.

Without limiting either party's defense and indemnity obligations under this Section, each party shall be entitled to participate in the defense of any third-party claim that is reasonably likely to give rise to an indemnification claim under this Section.

The parties shall maintain in force at all times such policies of insurance as specified in Exhibit C, and shall abide by all of the terms and conditions of Exhibit C, which are incorporated by reference as if set forth in full herein. The provisions of this Section 21 shall continue in full force and effect despite any expiration or termination of the Occupancy Agreement.

Taxes

22. Owner is solely responsible for all tax liabilities, including property taxes. However, the City represents and warrants that under no circumstances shall any room occupied by the City or Program Guests be subject to the City's Transient Occupancy Tax.

Exclusive Use

23. Owner shall not rent or allow occupancy of any vacant Rooms or facilities in the Motel during the Term of the City's occupancy of the Premises.

Occupancy of Premises

24. Owner and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from Program Guests of Rooms in exchange for access to or use of the Premises. Owner and City also understand that neither has entered into any contract with the occupants of the Rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the Rooms are not persons who hire any dwelling unit from Owner or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances that confer tenancy rights on the occupants.

Remedies

25. (a) It is an "Event of Default" – and a breach by the City - under this Occupancy Agreement if the following occurs: (i) Monthly Rent is not timely paid and such failure is not cured within five (5) days of notice from Owner; (ii) Rent other than Monthly Rent is not timely paid and such failure is not cured within fifteen (15) days of notice from Owner; (iii) City is in breach of its obligation to maintain the insurance coverages required of it, or fails to ensure that the Operator maintains its required insurance coverages; (iv) the City fails to perform any other obligation under this Occupancy Agreement (other those enumerated below), and fails to cure such default within thirty (30) days of notice from Owner; (v) the City abandons the Premises; (vi) the City fails to timely surrender the Premises, or (vii) City permits nuisance conditions to exist on the Premises.

(b) It is an "Event of Default" – and breach by the Owner- under this Occupancy Agreement if the following occurs: (i) Owner fails to timely pay an obligation to City within thirty (30) days of notice from City of such delinquency; (ii) Owner fails to perform an obligation that is

required of Owner under this Occupancy Agreement and it fails to cure such default within thirty (30) days of notice from City of such default; and (iii) the Owner is in breach of its obligation to maintain the insurance coverages required of it.

(c) Except to the extent budget has been authorized by the City for Rents due under this Occupancy Agreement, there shall be no right under any circumstances to accelerate the payment of Rent or otherwise declare any payments of Rent not then in default to be immediately due and payable, Owner reserves and shall have all of the remedies reserved to a landlord for a breach of a lease, including:

(1) Owner may: (i) terminate this Occupancy Agreement upon service of lawful notice, and City shall then surrender the Premises to Owner; or (ii) enter and take possession of the Premises, in accordance with any applicable laws governing such repossession, and remove City, with or without having terminated this Occupancy Agreement. The provisions of this Section 25 (c)(1) shall operate as a notice to quit, any other notice to quit or of Owner's intention to re-enter the Premises being expressly waived. If necessary, Owner may proceed to recover possession of the Premises under applicable laws, or by such other legal proceedings, including re-entry and possession. Owner's exercise of any of its remedies or its receipt of City's keys to the Premises shall not be considered an acceptance or surrender of the Premises by City. A surrender must be agreed to in writing and signed by both parties. City shall pay to Owner all costs, losses or damages howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Rent. Any surplus received by the Owner from re-leasing the Premises shall be the absolute property of Owner and City shall have no right thereto, nor shall the City be entitled to any credit in the event of a surplus in the rentals received by Owner.

(2) Owner shall have the right to continue the Occupancy Agreement in effect after City's breach and recover Rent as it becomes due, and Owner, in addition to all other rights and remedies, shall have the rights and the remedy described in California Civil Code § 1951.4 (which provides that the Owner may continue the Occupancy Agreement in effect after City's breach and abandonment and recover Rent as it becomes due, if the City has right to sublet or assign, subject only to reasonable limitations). Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Owner's initiative to protect its interest under this Occupancy Agreement shall not of themselves constitute a termination of City's right to possession. City consents to Owner repossessing the Premises and re leasing it for the account of City, in which event the City's obligation will accrue from year to year in accordance with this Occupancy Agreement and City will continue to receive the value of the use of the Premises from year to year in the form of credits against its obligation to pay Rent. The obligations of City shall remain the same as prior to such default, to pay Rent whether City re-enters or not. City agrees to and shall remain liable for the payment of all Rent and the performance of all conditions contained herein and shall reimburse Owner for any deficiency arising out of the re leasing of the Premises, or, in the event Owner is unable to re lease the Premises, then for the full amount of all Rent to the end of the Term, but said Rent and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Rent hereunder, notwithstanding such repossession by Owner or any suit, brought by Owner for the purpose of effecting such repossession of the Premises or the exercise of any other remedy by Owner.

(d) Unless specifically reserved in this Occupancy Agreement, or the damage is caused by the gross negligence or willful misconduct of a party or any agent of such party, each party waives any claims for consequential or special damages arising from this Occupancy Agreement or the use of the Premises. Subject to the preceding sentence, if a party breaches any term or provision of this Occupancy Agreement, the counterparty shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Occupancy Agreement. The parties hereto agree that monetary damages

would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Occupancy Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, each party shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Occupancy Agreement, each party's rights and remedies under this Occupancy Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

Conflict of Interest

26. By executing this Occupancy Agreement, Owner certifies that it does not know of any fact which constitutes a violation of California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, and further agrees promptly to notify the City if it becomes aware of any such fact during the Term of this Occupancy Agreement.

CITY OF BERKELEY PROVISIONS

27. City Non-Discrimination Ordinance. Owner 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 Occupancy Agreement, Owner agrees as follows during the Term:

a. Owner 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. Owner shall permit City 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 City, are necessary to monitor compliance with this non-discrimination provision. In addition, Owner shall fill out, in a timely fashion, forms supplied by City to monitor this non-discrimination provision.

28. Non-Discrimination Against Persons with Disabilities.

a. If Owner provides any aid, service or benefit to others on the City's behalf, Owner 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. Owner 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, if applicable.

b. If Owner is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Owner 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 Owner. All of Owner's activities must be in accordance with these laws, ordinances, codes, and regulations, and Owner shall be solely responsible for complying therewith.

29. 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 Owner nor any employee, officer, director, partner or member of Owner, or immediate family member of any of the preceding, shall have served as an elected officer, an

employee, or a committee or commission member of City, who has directly or indirectly influenced the making of this Occupancy Agreement.

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 Owner, or immediate family member of any of the preceding, shall make or participate in a decision made by City or any of its boards, commissions or committees, if it is reasonable foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or City, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

Interpretation of this Section shall be governed by the definitions and provisions use 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.

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

31. Oppressive States.

a. In accordance with Resolution No. 59,853-N.S., Owner certifies that it has no contractual relations with, and agrees during the Term of this Occupancy Agreement to forego contractual relations to provide personal services to, 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 this Occupancy 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 Occupancy Agreement, the Tibet Autonomous Region and the provinces of Ado, Kham, and U-Tsang shall be deemed Oppressive States.

c. Owner's failure to comply with this Section 32 shall constitute a default of this Occupancy Agreement and Owner may terminate this Occupancy Agreement on five days' written notice to Owner. In the event that City terminates this Occupancy Agreement due to a default under this provision, City may deem Owner a non-responsible bidder for five (5) years from the date this Occupancy Agreement is terminated.

32. Berkeley Sanctuary City Ordinance. Owner hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Owner 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: (1) 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; (2) 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: (1) The City's computer-network health and performance tools; (2) 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.

IN WITNESS WHEREOF, this Occupancy Agreement has been executed by the parties hereto as of the dates written below.

CITY:

CITY OF BERKELY

By: _____
Paul Buddenhagen

Its: City Manager

Date: _____

OWNER:

SAI SHAKTI, INC.

By: G Rajput
Gitaben Rajput

Its: Owner

By: I Rajput
Ishwarlal Rajput

Its: Owner

Date: 11/06/2024

Approved as to Form

_____
DEPUTY CITY ATTORNEY

By: _____

SCHEDULE 1

REPAIRS, FUNDING, AND RISK MANAGEMENT OBLIGATIONS

The parties intend by these provisions to provide certain standards for reducing (and allocating) risks and costs between them, including the costs of repairs arising from the use of the Premises and the need for repairs or reconstruction of the Premises during the Term.

A. **ADA Accessibility and Disability Access Disclosure Under Section 1938 of the California Civil Code.** City acknowledges and agrees that it is familiar with the condition of the Premises and all improvements thereon and is leasing the Premises in its "AS-IS" condition, and, except with respect to work to accommodate a reasonable accommodation request pursuant to the Americans with Disability Act, Owner shall have no obligation whatsoever to perform any work, supply any materials, incur any expenses or make any installations in order to prepare the Premises for City's occupancy, however if Owner is required by law or code to modify a room(s) for disabled guests, Owner shall use the Security Deposit as noted in section 7of this Occupancy Agreement Moreover, Owner has not granted any allowances of any kind for the condition of the Premises. Except as expressly provided in this Occupancy Agreement, Owner makes no representation or warranty of any kind or nature, express, implied or otherwise, regarding the condition or usefulness of the Premises by or for City, its compliance with applicable Legal Requirements, or the suitability of the Premises for any particular use or purpose.

In accordance with Section 1938 of the California Civil Code, Owner has notified City that the Premises has undergone an inspection by a Certified Access Specialist to determine if the Premises meet all applicable construction related accessibility standards pursuant to Section 55.53 of the California Civil Code. Owner makes the following statement in compliance with the requirements of Section 1938(e) of the California Civil Code:

"*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 Laws. 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 subject premises.*"

If City desires to obtain such CASp inspection, the CASp party, the scope of the inspection and date such inspection shall be performed shall be subject to the prior written approval of Owner, which will not be unreasonably withheld. Owner shall have the right to have a representative present during such inspection. The cost of such inspection shall be paid by City without reimbursement or other payment from Owner. Any work with respect to the Premises required to be completed as described in the CASp report shall be performed and paid for by City. Nothing contained in this Schedule 1 (including, without limitation, the notice to City above), shall alter the Parties' respective obligations under the other express provisions of this Occupancy Agreement.

B. **Life Safety Systems.** At its cost, Owner shall provide the existing life safety systems on the Premises, together with any upgrades required by applicable law. City agrees that its Program manager will, at least on a weekly basis, (i) test all smoke/CO detectors throughout the Motel, and (ii) report to Owner on any smoke detectors that fail the test. Separately, the City will promptly notify the Owner of any defects that it becomes aware of in the life safety systems on the Premises.

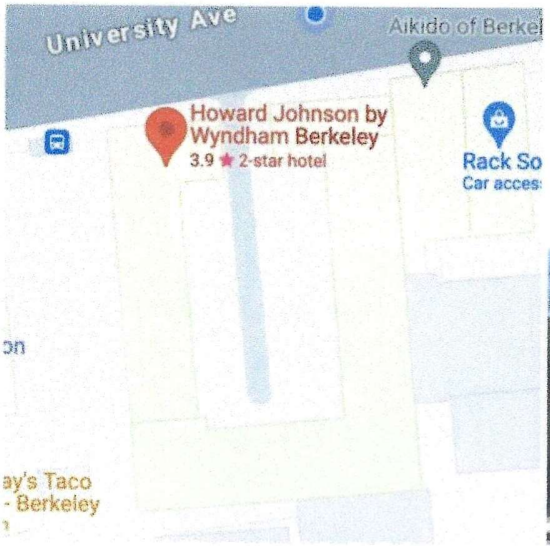
C. **Yearly Damage Deposit.** As provided in Section 7 of the Occupancy Agreement, on the Commencement Date and on each anniversary of the Commencement Date (thus, at the start of each Year of occupancy), the City will provide an annual amount as a "damage deposit" for the ensuing Operating Year to cover anticipated costs of repairing the Premises following a Casualty caused by a City Party.

Any unused portion of the Yearly Damage Deposit will be retained by Owner as Rent; provided, however, if the Owner exercises an Owner Termination Right, a Casualty Termination Right, or a Special Termination Right, or the City exercises a termination due to Owner's Event of Default, then as of the date the Term ends, any unused portion of the Yearly Damage Deposit shall be (i) applied to the need for repairs to the extent that City fails to surrender the Property in the condition required by the Occupancy Agreement; and (ii) the balance is to be paid over to the City within thirty (30) days of such surrender, or the completion of such repairs, whichever is later.

D. Insurance. See Exhibit C.

Exhibit A
Aerial Site Plan

This is an aerial site plan including all parking spaces contiguous to the subject Motel building.





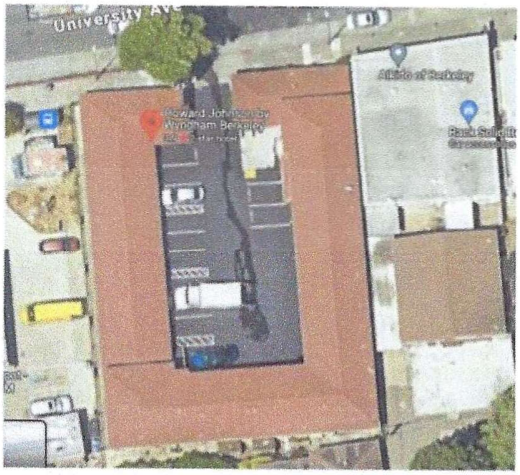


Exhibit B

Hazardous Substances and Environmental Laws

"**Hazardous Substances**" means any hazardous or toxic substance, material or waste, or any pollutant or contaminant, or any substance that is or becomes regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including without limitation: (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA or RCRA; (b) those substances defined as "hazardous wastes" in section 25117 of the California Health & Safety Code, or as "hazardous substances" in section 25316 of the California Health & Safety Code, and in the regulations promulgated pursuant to said laws; (c) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. part 302 and amendments thereto); (d) any material, waste or substance which is (i) petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), (ii) petroleum products, (iii) asbestos, (iv) polychlorinated biphenyls, (v) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. §1321) or listed or designated as a "hazardous substance" pursuant to section 307 of the Clean Water Act (33 U.S.C. §1317), (vi) flammable explosives, or (vii) radioactive materials, (viii) urea formaldehyde, (ix) radon gas, (x) medical waste, and (xi) chemicals that may cause cancer or reproductive toxicity; (e) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903), (f) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601, et seq.); and (g) such other substances, materials, and wastes which are or become classified as hazardous or toxic under any of the Environmental Government Regulations or any other applicable local, state or federal law, or otherwise are or become regulated under any Environmental Law(s).

"**Environmental Law(s)**" means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions, in existence as of the Commencement Date or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders, and common law, including those relating to industrial hygiene, public safety, human health, or protection of the environment, or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, Release, disposal, transportation, Investigation or Remediation of Hazardous Substances. Environmental Government Regulations include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, et seq.) ("CERCLA"); the Resource Conservation and Recovery Act, as amended, (42 U.S.C. section 6901 et seq.) ("RCRA"); the federal Water Pollution Control Act, as amended, (33 U.S.C. section 1251 et seq.); the Toxic Substances Control Act, as amended, (15 U.S.C. section 2601 et seq.); the Hazardous Substances Account Act (Chapter 6.8 of the California Health and Safety Code section 25300 et seq.); Chapter 6.5 commencing with section 25200 (Hazardous Waste Control) and Chapter 6.7 commencing with section 25280 (Underground Storage of Hazardous Substances) of the California Health and Safety Code; and the California Water Code, sections 13300 et seq.

EXHIBIT C

Minimum Insurance Requirements

Unless separately defined below, capitalized terms shall have the meaning given to them in the main body of the Occupancy Agreement. To the extent of any conflict between these provisions and those in the main body of the Occupancy Agreement, these shall prevail. I

a. For the Term of this Occupancy Agreement, City shall self-insure or maintain, at its own expense, comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) combined single and aggregate limits for both bodily injury and property damage, personal injury, completed operations and products liability. City shall insure all of the City's personal property located on or in the Premises against all risks. All such liability insurance shall name the Owner and its members and manager and its agents and employees as additional insureds and shall contain a severability of interests clause, specifying that, with respect to the coverage limits, such liability insurance applies to each person named as additional insureds as though a separate policy were issued to each, thus providing primary coverage with respect to the claims arising from the operations on the Premises.

City shall cause its Operator to provide the following insurance coverages: (a) comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) combined single and aggregate limits for both bodily injury and property damage, personal injury, completed operations and products liability; (b) "all risks" form of property insurance for all of the Operator's personal property on the Premises; (c) If any licensed professional performs services as the Operator, a professional liability insurance policy in the minimum amount of $1,000,000 to cover any claims arising out of Operator's performance of services under this Occupancy Agreement; (d) Worker's Compensation Insurance at levels required by statute; and (e) if Operator uses any vehicles in its operations in or about the Property, automobile liability coverage for bodily injury and property damage of not less than $100,000 per person bodily injury per accident and $50,000 in property damage per accident. The Workers' compensation policy shall include Employer Liability Insurance with limits not less than $1,000,000 each accident, and 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 Owner and shall provide for a waiver of any right of subrogation against Owner, to the extent permitted by law

City will provide after execution of the Occupancy Agreement a Memorandum of Coverage to signify its proposed coverage of these coverage obligations. A copy will be attached within 30 days after execution to this Exhibit C as **Schedule 2.** The City agrees to maintain these coverages at its cost throughout the Term.

Subject to the provisions of this Exhibit C, Owner shall maintain at all times during the performance of this Occupancy Agreement the insurance coverages (for property damage to the Property and for liability insurance) as identified in the quote relating to property damage and liability insurance attached hereto as **Schedule 2**. To the extent permitted under Owner's Policies, Owner's liability insurance shall name the City, its officers, agents, volunteers and employees as additional insureds but shall be subordinate to the primary coverage provided by the City.

Owner shall not be in breach of this Occupancy Agreement if it is unable to procure ongoing or replacement coverage(s) for the policies or coverages noted on Schedule 2(whether property damage or liability coverage; individually, an **"Owner's Policy"**, and collectively, **"Owner's Policies"**), so long as Owner has made commercially reasonable efforts to find replacement coverage for an Owner's Policy and is unable to find equivalent coverage (referred to as a **"Coverage Failure"**). If Owner suffers a Coverage Failure, it may elect to terminate this Occupancy Agreement on thirty (30) days' notice (**"Special Termination Right"**), and if there is a loss of coverage under the Owner Policies before the City surrenders

possession, City shall be responsible for any Claim, loss or damage suffered or incurred by Owner until such surrender occurs. If Owner exercises its Special Termination Right then City shall timely surrender the Premises to Owner as required within such thirty (30) days, unless the next sentence applies. The City shall have an option to extend the surrender date by ninety (90) days (so that the surrender date is one hundred and twenty (120) days after notice of the Special Termination Right (**"Extension Election"**)) if (i) it has not otherwise caused an Event of Default, (ii) the Coverage Failure is only with respect to Owner's property damage coverage, and (iii) the City makes its Extension Election within ten (10) days of Owner's notice of exercising its Special Termination Right. If an Extension Election occurs, the City shall hold harmless, defend and indemnify the Owner and the Indemnitees from all Claims arising from the City's continued use of or operations on the Property until the Premises are duly surrendered by the City. Time is of the essence in making such Extension Election.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator or the Owner, as applicable (unless otherwise noted on Schedule 2); and 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement. If any of the stipulated coverages are to change, such change is to be approved as to form and sufficiency by the City's Contract Administrator and Owner, as applicable, with such approval to be reasonably exercised. A failure by City or Owner to procure and maintain the required coverage(s) is an Event of Default unless the failure is a Coverage Failure. The original insurance certificates and all extensions to the insurance certificates should be sent to the addresses identified below.

b. If the commercial general liability insurance referred to above or shown in Schedule 2 is written on a Claims Made Form then, following termination of this Occupancy Agreement, the applicable party required to provide coverages must purchase and ensure there is coverage that will survive for a period of not less than five years after the end of the Term. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Occupancy Agreement.

c. If a party to the Occupancy Agreement (including any Operator) employs any person to be in or around the Premises, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to its counterparty. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator or Owner (as applicable); 2) provide for a waiver of any right of subrogation against the counterparty, to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator and the Owner, as applicable.

d. Where there is a Casualty event, and coverage may be available under an Owner's Policy, it is within the Owner's discretion to tender a claim under such policies, except to the extent the City can direct that decision under this subsection (d). If, in any given Year there is a liability claim, or a Casualty event that involves a loss or damage (to Owner or a third party) that is covered under an Owner's Policy (a **"Covered Claim"**), then Owner shall (i) provide notice to the City of the nature of the Covered Claim and the date of occurrence (**"Claim Notice"**), and (ii) tender the Covered Claim under the applicable Owner's Policy if (i) the amount of the Covered Claim for an occurrence is more than $150,000.00 (One Hundred and Fifty Thousand Dollars), (ii) if the amount of the Covered Claim is less than $150,000.00, but more than one Covered Claim has occurred during the applicable Year and the aggregate of all such Covered Claims in that Year (regardless of whether they were tendered) exceeds $250,000.00, and (iii) the City directs the Owner to pursue submission of the Covered Claim within ten (10) days of the Claim Notice. If Owner submits such Covered Claim and, as a result, there is a Coverage Failure, Owner may elect to terminate this Occupancy Agreement as a Special Termination Right.

e. If there is a Casualty or Claim that exceeds the coverage limits required of Owner under the Occupancy Agreement (e.g., $5 million in property coverage and $1 million in liability coverage), the City agrees to hold harmless, defend and indemnify the Owner and the Indemnitees from and against any loss or Claims arising from the Casualty or Claim that exceed the required coverage limits.

f. Owner shall forward all insurance documents to:

Department Name: City Manager

Attention: Peter Radu

Department Address: 2180 Milvia Street, 5th Floor, Berkeley, CA 94704

The City shall forward all insurance documents to the Owner at its address for notices.

SCHEDULE 2

MEMORANDUM OF COVERAGE

EXHIBIT D

INVENTORY OF EACH ROOM

Room Number	Room Type	Beds	TV	Refridgerator	Microwave	Pillow	Comforter	Phone	Artwork	Design Mirror	Towel Rack
121	1 Queen Bed	1	1	1	1	2	1	1	2	0	1
122	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
123	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
124	1 King Bed	1	1	1	1	3	1	1	2	1	1
125	1 Queen Bed	1	1	1	1	2	1	1	0	0	1
126	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
127	1 King Bed	1	1	1	1	3	1	1	2	1	1
128	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
129	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
130	1 King Bed	1	1	1	1	3	1	1	2	1	1
131	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
132	2 Queen Bed	2	1	1	1	4	2	1	2	1	1
133	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
134	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
135	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
136	1 King Bed	1	1	1	1	3	1	1	2	1	1
137	1 King Bed	1	1	1	1	3	1	1	2	1	1
138	2 Queen Bed	2	1	1	1	4	2	1	2	1	1
139	2 Queen Bed	2	1	1	1	4	2	1	2	1	1
140	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
141	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
142	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
143	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
144	1 King Bed	1	1	1	1	3	1	1	2	1	1
145	1 Queen Bed	1	1	1	1	2	1	1	2	1	1
146	3 Double Bed	3	1	1	1	6	3	1	2	1	1
Total Pieces		31	26	26	26	68	31	26	50	24	26

06

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Henry Oyekanmi, Director, Finance

Subject: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on November 19, 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 **$14,963,099**

PROJECT	Fund	Source	Amount
FY 2025 Street Maintenance and Rehabilitation Project	127 130 133 134 501 601 616	CAP - INFR - ROADWAY/STREETS	$14,963,099
Total:			**$14,963,099**

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
Clayton Stilwell, General Services Manager, Finance, 510-981-7329

Attachments:
1. FY 2025 Street Maintenance and Rehabilitation Project

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
25-11690-C	FY 2025 Street Maintenance and Rehabilitation Project	November 20, 2024	December 17, 2024	Maintain and rehabilitate roadways throughout City of Berkeley.	$14,963,099	127-54-623-673-0000-000-431-665110-PWENST2501 ($2,144,303) 130-54-623-673-0000-000-431-665110-PWENST2501 ($127,608) 133-54-623-673-0000-000-431-665110-PWENST2501 ($155,000) 134-54-623-673-0000-000-431-665110-PWENST2501 ($2,924,500) 501-54-623-673-0000-000-431-665110-PWENST2501 ($7,486,688) 601-54-623-673-0000-000-431-665110-PWENST2501 ($1,000,000)	Public Works - Engineering	Srinivas Muktevi 981-6402 Terrence Salonga 981-6447
DEPT. TOTAL					**$14,963,099**			
TOTAL					**$14,963,099**			

07

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: David Sprague, Fire Chief

Subject: Contract: Royal for Mental Health Ambulance Transport Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Royal Ambulance (Contractor) to provide the following mental health related transport services for the City from January 1, 2025 to December 31, 2027, in an amount up to $6,000,000, with an option to extend for three additional years in one-year increments, for a total contract amount not to exceed $12,000,000.

FISCAL IMPACTS OF RECOMMENDATION

The City shall compensate Contractor for the difference between the cost-of-service and corresponding revenue recovery achieved by the Contractor, less any performance penalty. City payment will occur no sooner than 180 days following Contractor's billing of the appropriate payer(s) for each 5150 response in the Berkeley exclusive operating area (EOA).

In response to this RFP, Contractor provided a fixed cost per transport not to exceed $2,363 for the life of the agreement. Based on historical data, staff expect to request around 1200 transports per year. Prior to any cost recovery this would result in an annual cost to the City of $2,835,000.

In FY20 1084 mental and behavioral health patients were transported by the city's private contract provider (Falck). In the following years, the number of transports has been trending downward. In FY23 there were 889 transports for mental and behavioral health patients in Berkeley, resulting in a cost to the city of $1,361,754.

The actual annual cost to the City will vary depending on the number of transports performed by the Contractor and the amount recovered through the Contractor's cost recovery process. Based on historical data, staff expects the annual City liability, post cost recovery by the Contractor, to be less than $2 million. Funding for this contract will come from General Fund Measure P and General Fund not associated with Measure P.

FY	Total Transports	Total Charged (to insurance)	Total Collected (by vendor)	Total Invoiced (to CoB)
FY20	1084	2.2m	0.5m	1.7m
FY21	1041	2.1m	0.5m	1.6m
FY22	934	1.9m	0.4m	1.5m
FY23	889	1.8m	0.4m	1.4m

The Department has provided the proposed vendor with instructions on how to process cost recovery. The methodology is in alignment with the cost recovery policies for City of Berkeley ambulance transports. The Department has monitored the cost recovery performance for the Mental Health Ambulance Transport provider to ensure it meets the expected performance, this will continue with the new proposed vendor.

CURRENT SITUATION AND ITS EFFECTS

A subset of ambulance transports are for people experiencing psychiatric emergencies. These clients are contacted by the Specialized Care Unit (SCU), a Police Officer, a member of Berkeley Mental Health's Mobile Crisis Team, or other mental health professional. If it is determined that the patient requires further treatment and transport by ambulance, the City's contracted 5150 transport provider is requested and responds.

According to the California Code of Regulations (CCR), 5150(a) "When a person, as a result of a mental health disorder, is a danger to others, or to himself or herself, or gravely disabled, a peace officer, …designated members of a mobile crisis team, …may, upon probable cause, take, or cause to be taken, the person into custody for a period of up to 72 hours for assessment, evaluation, and crisis intervention, or placement for evaluation and treatment in a facility designated by the county for evaluation and treatment...".

BACKGROUND

Since 2002, the private ambulance provider for the Alameda County exclusive operating area (EOA) provided transport for non-emergency mental and behavioral health patients in Berkeley and the other three cities that have exclusive operating areas (EOA) for ambulance service in Alameda County. The four city EOAs correspond with the fire departments that started providing emergency ALS ambulance response and transport prior to 1980.

In 2017, the Alameda County Local Emergency Medical Services Authority (LEMSA) conducted a Request for Proposal (No. EMS-901017 Emergency Ambulance Service, 911 Response, ALS Transport) to select a private ambulance transport provider that would provide emergency medical transport services to Alameda County except Berkeley, Alameda City, Albany and Piedmont. When the new contract for Alameda County went into effect on July 1st, 2019 the City was forced to assume responsibility for the transport and cost of transport for mental and behavioral health patients in Berkeley as this requirement was removed from the RFP by the LEMSA.

Berkeley Mental Health Transport Contract History

On March 21, 2019, a Request for Proposal (RFP) for Mental Health Patient Transport, Specification No. 19-11305-C, was issued by the City of Berkeley. The RFP closed on April 23, 2019. One (1) bid was received and reviewed by staff and was found to meet the requirements of the RFP and the contract was awarded to Falck Northern California. This contract will expire on December 31, 2024.

The Fire Department has long-term plans to expand its ambulance fleet, and hire staff to be able to handle 5150 transports internally. This expansion will occur when the ambulance deployment center is completed that will be housed in the new Fire Department Headquarters (Fire HQ). There is no space to house additional personnel or ambulances in any current facility. The process to identify a new Fire HQ process has been underway since 2020. The move in date for the ambulance deployment center is yet to be determined, but is not expected to occur before January 2027.

On April 15th 2024, a Request for Proposal (RFP) for Mental Health Patient Transport, Specification No. 24-11662-C, was issued. The RFP closed on May 7th, 2024 with three (3) bids that were received and reviewed by staff. Royal Ambulance was found to be the most responsive bidder and is proposed as the City's new 5150 transport provider.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

The Fire Department is unable to absorb mental health transports with its current fleet and personnel due to existing call volume and 911 system workload, measured using Unit Hour Utilization.

Unit Hour Utilization (UHU)

Unit Hour Utilization (UHU) is a calculation that measures the amount of time a transport unit is staffed, on duty, and able to provide emergency response and transport of patients in a given period of time. UHU provides a standardized, shorthand way to measure workload levels in the system and to allow comparison to other systems.

A call for service is comprised of the actual time an ambulance would be committed to providing response, triage, treatment, and transport of the patient, and then cleaning the ambulance and completing the required paperwork. During this time, the ambulance is unable to respond to other emergencies or participate in training.

UHU itself is straightforward. It's calculated by dividing the average time per transport by the number of "unit hours," with one-unit hour defined as a fully equipped and staffed vehicle that is in-service and available for calls in the EMS system.

Accurately measuring UHU helps the Department demonstrate that its system is providing the community exceptional value and helps leaders determine when and what type of resources need to be added.

According to a paper written by Daniel R. Smiley who at the time was the Acting Director of the State of California Emergency Medical Services Authority, *"the ambulance industry has utilized the following general scale when evaluating overall unit hour utilization."* (Smiley, 2011)

A higher UHU means a busier system and lower availability for calls. Poor availability can increase response times, result in lost revenue to the City, and impact employee morale and mental health. Balancing unit availability to the anticipated call volume must be accomplished while maintaining fiscal prudency and system effectiveness.

Unit Hour Utilization Range
.55 - .45 – High Utilization
.45 - .35 – Above Average Utilization
.35 - .25 – Average Utilization
.25 - .15 – Below Average Utilization
.15 - .01 – Low Utilization

In 2024 the City completed the first Standards of Coverage and Community Risk Assessment. The contractor, Citygate LLC reported that a unit-hour utilization of 30 percent or higher over *multiple* consecutive hours becomes the point at which other responsibilities do not get completed.

The following table illustrates a unit-hour utilization summary for the City's ambulances. **M5, M2, and M1 each have several hours of 50 percent utilization and Medic 5 and Medic 2 each have one hour over 60 percent utilization and at least 13 consecutive hours at or above 30 percent utilization.**

Three of the ambulance units exceeded a 30 percent threshold for long periods of time during consecutive daylight hours in the time period studied. Another indication of system saturation became evident when the Department was forced to call for ambulance transport mutual aid over 800 times in calendar year 2023.

Hour	M5	M2	M1	M3
00:00	22.87%	17.48%	12.56%	9.32%
01:00	22.85%	15.75%	19.46%	9.27%
02:00	17.34%	16.40%	17.53%	7.35%
03:00	13.61%	16.98%	10.92%	4.04%
04:00	8.71%	14.86%	18.86%	6.86%
05:00	13.06%	14.24%	8.26%	3.46%
06:00	8.95%	13.17%	16.14%	2.94%
07:00	25.50%	34.83%	33.70%	12.56%
08:00	48.33%	29.77%	33.16%	15.43%
09:00	44.71%	39.61%	38.97%	27.70%
10:00	48.82%	45.75%	42.94%	33.54%
11:00	51.40%	60.08%	41.92%	34.01%
12:00	49.60%	55.48%	42.34%	27.61%
13:00	51.46%	44.70%	54.43%	42.82%
14:00	65.37%	47.39%	56.38%	36.85%
15:00	45.36%	37.26%	52.01%	28.99%
16:00	52.28%	54.10%	44.79%	36.74%
17:00	41.93%	46.57%	42.89%	27.86%
18:00	48.24%	46.87%	35.45%	25.95%
19:00	31.61%	34.82%	42.09%	19.44%
20:00	30.19%	34.40%	38.01%	15.91%
21:00	22.49%	30.65%	26.78%	17.02%
22:00	26.16%	22.41%	23.65%	11.37%
23:00	21.09%	26.63%	25.70%	6.88%

ALTERNATIVE ACTIONS CONSIDERED

1. **Creation of Basic Life Support (BLS) Ambulance Division:** This option appears to be the best solution and requires reorganization of the Fire Department, a long-term project which is underway. The City has already created a new classification for Emergency Medical Condition (EMT) and is in the process of leasing a new Fire Headquarters that will house an ambulance deployment center. The deployment center must be operational prior to program launch.
2. **Transport by an EMT and Mental Health Worker:** The legal authority to place a person on an involuntary psychiatric hold lies with the police, mental health professionals, and physicians. Berkeley Mental Health, the SCU, and Berkeley Police are the primary contacts with the patient population in question. An alternative to EMT ambulance transport is a model that would provide an EMT and a Mental Health Provider, similar to the SCU, that would transport to John George. This adds significant cost due to the higher salaries of licensed mental health providers.
3. **Transport by Berkeley Police:** At times, police officers transport clients on a 5150 hold to John George Pavilion. This option is out of alignment with Council and community priorities and would remove police officers from Berkeley for extended periods of time.
4. **Assumption of Psychiatric Calls by Current Deployment/Staffing:** This option would result in a UHU for the current ambulances that would literally be off the chart according to the industry standards defined by Dr. Smiley, above. The impacts to increasing UHU by absorbing psychiatric transports would result in less time for responding to other emergencies and further exacerbate the City's unbalanced reliance on ambulances mutual-aid. Note that in CY2023 the City requested ambulance mutual aid over 800 times resulting in 211 transports by other ambulance providers.

CONTACT PERSON

David Sprague, Fire Chief 510-981-3473

Attachments:

1: Resolution

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

CONTRACT: ROYAL FOR MENTAL HEALTH AMBULANCE TRANSPORT SERVICES

WHEREAS, the City of Berkeley has exclusive operating area (EOA) rights for ambulance service within Berkeley City limits as it has been providing emergency ALS ambulance response and transport prior to 1980; and

WHEREAS, a subset of ambulance transports are for people experiencing psychiatric emergencies; and

WHEREAS, since 2002, the private ambulance provider for the Alameda County exclusive operating area (EOA) provided transport for non-emergency mental and behavioral health patients in Berkeley; and

WHEREAS, on July 1st, 2019 the City was forced to assume responsibility and the associated costs for mental and behavioral health transports for patients in Berkeley when the Alameda County Local Emergency Medical Services Authority (LEMSA) removed this requirement from the County's private transport provider; and

WHEREAS, in 2019 after the City conducted a solicitation, Falck Northern California was selected as the most responsive bidder and has been providing that service, this contract will expire on December 31, 2024, and

WHEREAS, on April 15th 2024, a Request for Proposal (RFP) for Mental Health Patient Transport, Specification No. 24-11662-C, was issued, three (3) bids that were received and reviewed by staff, and Royal Ambulance was found to be the most responsive bidder.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager execute a contract and any amendments with Royal Ambulance (Contractor) to provide the following mental health related transport services for the City from January 1, 2025 to December 31, 2027, in an amount up to $6,000,000, with an option to extend for three additional years in one-year increments, for a total contract amount not to exceed $12,000,000.

08

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: Contract No. 32300144 Amendment: Resource Development Associates for Specialized Care Unit (SCU) Evaluation

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32300144 with Resource Development Associates (RDA) to add $40,000 for a not-to-exceed total contract amount of $290,000.

FISCAL IMPACTS OF RECOMMENDATION

This amendment will add $40,000 for a total not-to-exceed amount of $290,000. Funding for the RDA contract for the Specialized Care Unit (SCU) evaluation will be made available in the FY2025 budget in One-Time Grant (Fund 336) and General Fund 011 via the Annual Appropriations Ordinance (AAO) process.

CURRENT SITUATION AND ITS EFFECTS

Amending the RDA contract for the SCU evaluation is a Strategic Plan Priority Project, advancing our goal to champion and demonstrate social and racial equity. The additional funds will allow RDA to expand their scope of the pre-existing retrospective SCU evaluation to include broader community outreach and engagement to provide feedback on the SCU pilot program. The current retrospective evaluation includes data collection and focus groups. This expanded scope will provide opportunity for RDA to incorporate direct community feedback into the retrospective program evaluation for the SCU, which is a key component to measure the success of the SCU program in Berkeley.

BACKGROUND

In Fall 2020, as a part of the broader initiative to Reimagine Public Safety, Resource Development Associates (RDA) was selected through a competitive bid process to provide extensive research, community engagement, and recommendations to design a Specialized Care Unit that would fit community needs of Berkeley. This project created the framework for the Specialized Care Unit and provided critical background for a broader crisis needs assessment. This interview and needs assessment process involved working across multiple Berkeley stakeholder groups with service utilizers, and

in-depth research regarding crisis response systems to best inform behavioral crisis response model. At the end of the project, RDA published three reports (Crisis Response Model, Mental Health Crisis Response Services, and Stakeholder Perspectives Report) to inform the design of the Specialized Care Unit, as well as also analyze the crisis response landscape in Berkeley.

These consolidated reports provide the backbone to the rigorous retrospective evaluation for the SCU program in Berkeley. The retrospective evaluation will analyze data from September 2023 through November 2024, and also include key informant interviews and focus groups with key SCU stakeholders such as City of Berkeley staff, SCU Steering Committee members, and Bonita House program management and staff.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
No environmental sustainability and climate impacts directly associated to this recommendation have been identified.

RATIONALE FOR RECOMMENDATION
The added community engagement aligns with the original intent of the SCU program to be a community-driven process. Adding this type of outreach will broaden the feedback and allow RDA to better assess the success of the SCU pilot program in Berkeley.

ALTERNATIVE ACTIONS CONSIDERED
The City could choose to go through another competitive bidding process to identify a separate vendor to perform this data analysis. However, RDA's existing level of knowledge and alignment with their current scope of work makes it impossible for another firm to match, so this approach is not recommended.

CONTACT PERSON
Scott Gilman, Director, HHCS, 510-981-5404

Attachment:
Resolution

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

CONTRACT NO. 32300144 AMENDMENT: RESOURCE DEVELOPMENT ASSOCIATES FOR SPECIALIZED CARE UNIT PROGRAM EVALUATION

WHEREAS, Contract #32300144 was awarded to Resource Development Associates (RDA) to design and implement an evaluation for program effectiveness of the Specialized Care Unit (SCU); and

WHEREAS, through Contract #32300144 RDA has been creating an evaluation plan for the SCU in collaboration with the City and key stakeholders and conducting initial data evaluation to evaluate program effectiveness in Berkeley; and

WHEREAS, $40,000 was allocated to add community engagement and feedback to the retrospective evaluation to enhance the analysis of SCU program effectiveness; and

WHEREAS, RDA is the most qualified consultant to receive the additional funding to add this scope to their evaluation design.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is authorized to amend the SCU evaluation Contract No. 32300144 with RDA by adding $40,000 for a not-to-exceed amount of $290,000. Funding will be made available in the FY2025 budget in the One-Time Grant Fund (Fund 336) and General Fund 011 via the Annual Appropriations Ordinance process.

09

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: Request for Proposals for Housing Trust Fund Rehabilitation Projects

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to release a Request for Proposals (RFP) for approximately $6 million in Housing Trust Fund (HTF) program funds to support the rehabilitation of existing affordable rental housing developments in the City's HTF portfolio, to certify Community Housing Development Organizations (CHDO), and to award CHDO operating support.

FISCAL IMPACTS OF RECOMMENDATION

There is approximately $6 million currently available for this RFP to support rehabilitation projects, which consists of $1.2 million in federal HOME funds (Fund #310) and $4.8 million in Housing Trust Fund program funds (which may include Funds #120, #122, #123, and #302). In addition to the rehabilitation funds, a total of $60k per year for a five-year period is available in CHDO Operating Support. The annual allocation of $60k consists of $30k in HOME funds and $30k in matching funds (Fund # 501). All funds allocated through this RFP would be subject to appropriation through an Annual Appropriations Ordinance or the budget process.

CURRENT SITUATION AND ITS EFFECTS

The City's portfolio of affordable housing developments funded through the HTF program includes older properties with growing capital improvement needs. Many projects have limited cash flow, making it difficult for project owners to keep up with capital needs. The City has a balance of approximately $1.2 million in HOME funds (including unallocated program income). Of that, nearly $640k must be committed to a HOME-eligible project by December 2025 or the funds may be subject to recapture by the federal government. The City can meet its HOME commitment deadline and support its portfolio projects by issuing an RFP that prioritizes HOME-eligible rehabilitation projects.

Because a portion of the City's HOME funds must be awarded to CHDOs, this RFP would also serve to certify qualified organizations. Certified CHDOs are eligible to receive annual operating support from the City, which would also be approved through

this process. The City currently allocates $60k per year to support CHDOs, and that funding would be split amongst all certified CHDOs.

The RFP would also prioritize rehabilitation that addresses critical health and safety issues. Non-CHDO property owners of existing affordable housing developments in the HTF portfolio are encouraged to submit proposals to address deferred maintenance or capital improvements that satisfy health and safety needs and meet the criteria of the RFP.

BACKGROUND

The City receives an annual allocation of HOME funds from the federal Housing and Urban Development Department (HUD). HUD requires that HOME funds are "committed" (in a contract) within 24 months of the City's receipt of the funds. In recent years, HUD has waived those deadlines, but unless the deadline is extended again, the City's oldest HOME funds will need to be committed by December 2025. To meet that deadline, the City needs to identify a HOME-eligible project (one that has secured all other financing and is ready to start construction within 12 months) and execute a loan agreement with a qualified nonprofit developer.

A portion of the City's HOME funds are reserved for nonprofits that the City certifies as CHDOs. Because the City's annual allocation of HOME funds is relatively small ($500k-$700k in recent years), and because federal funding carries more stringent requirements than local funds, the City's practice is to award its HOME funds exclusively to certified CHDOs. CHDOs meet HUD standards for financial management, experience, capacity, and board composition. The City would enter into five-year contracts with each certified CHDO to provide operating support for a five-year cycle. The organizations would need to recertify as CHDOs on an annual basis for the duration of the contract period to maintain eligibility for operating support and HOME development funds.

In the last two years City staff have observed, through their monitoring visits of 34 HTF properties, an increasing need for funding to address capital improvements. While the properties are generally in good physical condition, City staff have noted signs of deferred maintenance across the board, from small 8-unit developments to the larger 50+ unit projects. Property owners are typically able to address the most immediate health and safety needs, but are challenged with finding sufficient funds to address larger and more costly capital improvements. State funding prioritizes the production of new units, and there are limited sources of funding for preservation of existing affordable housing. The funds through this rehabilitation RFP could leverage the property's replacement reserves and would allow property owners to undertake much-needed capital improvements.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
There are no environmental sustainability impacts associated with issuing an RFP. The rehabilitation of affordable infill housing is generally considered a more sustainable type of development activity.

RATIONALE FOR RECOMMENDATION
An RFP will help the City identify a HOME-eligible project and meet the HOME commitment deadline of December 2025, preventing the potential forfeiture of federal housing funds. It will provide the opportunity for one or more existing affordable housing developments in the HTF portfolio to address deferred maintenance and capital needs.

ALTERNATIVE ACTIONS CONSIDERED
Staff considered allowing applications for new construction projects through the RFP. However, a new construction project would not help the City meet its HOME commitment deadline.

CONTACT PERSON
Lourdes Chang, Senior Community Development Project Coordinator, HHCS, (510) 981-5263

Attachments:
1: Resolution

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

REQUEST FOR PROPOSALS FOR HOUSING TRUST FUND REHABILITATION PROJECTS

WHEREAS, City Council established a Housing Trust Fund Program (the "HTF Program") to assist in the development and expansion of housing affordable to low- and moderate-income persons who either work or reside within the City of Berkeley; and

WHEREAS, the HTF Program has an aging portfolio of City-funded affordable housing developments that need additional funds to address critical health and safety issues and support the ongoing operations; and

WHEREAS, the HTF Program has approximately $6 million in uncommitted funds available to support affordable housing projects; and

WHEREAS, approximately $1.2 million of the HTF Program funds are federal HOME funds, which are subject to federal commitment deadlines; and

WHEREAS, a portion of the City's HOME funds must be committed to a project developed by a certified Community Housing Development Organization (CHDO); and

WHEREAS, the City provides approximately $60k in annual operating support that is split amongst its certified CHDOs; and

WHEREAS, the City intends to issue a Request for Proposals (RFP) to solicit funding request to support the rehabilitation of HTF properties; and

WHEREAS, the RFP will prioritize HOME-eligible projects and projects with documented health and safety needs and

WHEREAS, the RFP will also give nonprofit organizations the opportunity to certify as a CHDO, and apply for CHDO operating support funds.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager (or their designee) is authorized to release an RFP for rehabilitation of HTF projects with the approximately $6 million of the City's unallocated HTF Program funds.

BE IT FURTHER RESOLVED that the Request for Proposals may include certification of qualified CHDOs, and requests for CHDO operating support.

BE IT FURTHER RESOLVED that City Manager (or their designee) will return to City Council with recommendations for funding.

10

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing & Community Services

Subject: Revenue Contract: 2025 Community Services Block Grant

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or his designee to accept the 2025 Community Services Block Grant (CSBG) to provide services for low-income people for the period January 1, 2025 to April 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

Berkeley's CSBG contract for the period of January 1, 2025 to April 30, 2026 (Fund 334-51-504-530-0000-000-000-431110334) is anticipated to be released in November 2024, the exact amount is not yet known. The CSBG allocation amount is included in the City's anti-poverty Community Action Fund and supports oversight and management of anti-poverty funds within the Health, Housing and Community Services Department. The CSBG program operates on the calendar year, therefore this amount represents one-half of the City's FY 2025 CSBG allocation and one-half of the City's FY 2026 CSBG allocation. The additional appropriation will be made as part of the Second Amendment to the FY 2025 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley is a Community Action Agency (CAA) and therefore receives CSBG to support anti-poverty programs from the State of California. CSBG funds are part of the federal Department of Health and Human Services budget passed through the State to local CAAs. Historically, the City of Berkeley has awarded CSBG funds to community service programs.

The Human Welfare and Community Action Commission (HWCAC) acts as the tri-partite advisory Board for CSBG funding. As such, it is responsible for reviewing performance of funded programs, reviewing compliance with the implementation of the community action program, and advising Council on CSBG funding decisions. The Berkeley City Council is responsible for all final CSBG funding decisions.

At its September 18, 2024 meeting, the HWCAC passed a motion to recommend that the City accept the CSBG Funds and contract for 2025 (M/S/C: Lara Cruz/Sol. Ayes –

Behm-Steinberg, Bohn, Gaona, Huchting, Lara Cruz, Lippman, Sol. Noes – None; Abstain – None; Absent – None.

Adopting this resolution now, will allow staff to execute the contract in a timely manner as requested by the State of California.

BACKGROUND

CSBG supports the City of Berkeley's anti-poverty efforts at a minimum funded level. In 2021, the award was $275,106, and in 2022 the award slightly decreased to $274,202. In 2023 the award increased to $312,302, and in 2024 decreased to $299,495. CSBG funds complement anti-poverty General Funds which are used for other critical community services, including disability and senior services, medical care, childcare, and additional homeless services.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

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

RATIONALE FOR RECOMMENDATION

The CSBG is necessary to support the provision of services for residents living in poverty in Berkeley.

ALTERNATIVE ACTIONS CONSIDERED

Rejecting CSBG funding would reduce funding for services to low-income Berkeley residents. This would negatively impact low-income services in Berkeley.

CONTACT PERSON

Mary-Claire Katz, Associate Management Analyst, HHCS, (510) 981-5414.

Attachments:
1: Resolution

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

REVENUE CONTRACT: 2025 COMMUNITY SERVICES BLOCK GRANT (CSBG)

WHEREAS, the City of Berkeley is a Community Action Agency and receives CSBG funds as the Berkeley Community Action Agency to support anti-poverty programs; and

WHEREAS, the Human Welfare and Community Action Commission (HWCAC) acts as an advisory tri-partite Board to the Council providing public participation in the governing process; and

WHEREAS, at the September 18, 2024 HWCAC meeting a motion was passed recommending that the City accept the 2025 CSBG funds; and

WHEREAS, this CSBG revenue contract is for the period of January 1, 2025 to April 30, 2026, with the option to extend the contract period and/or accept amendments that either increase the contract amount and/or update contract terms (budget code 334-51-504-530-0000-000-000-431110); and

WHEREAS, the funds have historically been used to support anti-poverty services and to support City of Berkeley oversight and management of anti-poverty programs (budget code 334-51-504-530-0000-000-444-Various to 334-51-504-535-0000-000-444-Various).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is authorized to accept the 2025 Community Services Block Grant funds, and execute any resultant agreements and amendments including amendments that may decrease or increase the contract amount or add discretionary funding, or to change the contract term, or to update contract terms, to provide low-income services for the time period January 1, 2025 to April 30, 2026, with the option to extend the contract period as amended by the California State Department of Community Services and Development. A record signature copy of said agreement and any amendments shall be on file in the office of the City Clerk.

11

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Kevin Fong, Director, Information Technology

Subject: Contract No. 112798-1 Amendment: Geographic Technologies Group for Geographic Information System (GIS) Strategic Workplan

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 112798-1 with Geographic Technologies Group (GTG) for Geographic Information System (GIS) professional services, for a total not to exceed $50,000 and for a total contract value of $549,411 from September 14, 2016 to June 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

One-time funding for this project in the amount of, $50,000 is available in the Department of Information Technology's FY25 IT Cost Allocation Fund, #680.

$50,000	FY 2025: 680-35-377-6002-000-472-612990 (IT Cost Allocation, GIS, IT Professional Services)
$50,000	**Total FY 2025 Professional Services**

CURRENT SITUATION AND ITS EFFECTS

The City's Graphical Information Systems (GIS) plays a vital role in the City's day to day operations. GIS enables staff to view information in a map-based format to perform analysis, identify trends, and make informed decisions that improve service delivery to the community. The usage of these systems spans across nearly all departments including Public Safety (Police and Fire), Public Works, and Planning departments.

The 2017 GIS Master Plan was produced with the expectation that the entire plan be redone in totality every five years (§3.0, pg 390), which is now overdue. The City requires additional spending authority to develop a new comprehensive two-year strategic GIS work plan to review and expand upon the 2017 GIS Master Plan, assessing the City's current GIS capabilities, benchmarking its GIS maturity level, identifying gaps, and providing a detailed, step-by-step action plan to guide the City's development over the next two years.

This effort aligns with the City's strategic goal to be a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community.

BACKGROUND

In May 2016, the City issued a Request for Proposals (RFP) for a Geographical Information Systems (GIS) Master Plan under Specification No.16-11041-C. Of the nine responses, Geographic Technology Group (GTG) best met the City's operational, technology, and fiscal requirements.

The GIS Master Plan development and planning process was a citywide effort involving key staff representing many departments. GTG conducted surveys, interviews and onsite workshops with city staff to do an assessment and analysis of the City's current Enterprise GIS. GTG evaluated the readiness of existing system infrastructure (hardware, software, and network) to support enterprise GIS and maintain service during disasters, assessed parcels and address data sets to meet GIS business needs and Enterprise authoritative source requirements, and developed a governance plan that outlines the administration, maintenance, and support for the enterprise GIS. This effort resulted in the 2017 GIS Master plan.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This project will move the City forward in attaining its goals of becoming a viable environmentally sustainable city. GIS information optimizes efficiency, reduces operational costs and promotes reduction in fossil fuel consumption. For example, Public Works using GIS to optimize waste collection throughout the City. These technologies align with the city's goal to reduce greenhouse gas emissions by 2050 to 80% below 2000 levels per Climate Action Plan goals.

In addition, Geographic Technologies Group will conduct all of their work remotely, saving both travel costs and greenhouse gas emissions related to travel.

RATIONALE FOR RECOMMENDATION

Geographic Technologies Group is well versed in the requirements for public sector GIS. GTG has created and implemented over 200 comprehensive GIS Master Plans for local government. Other clients include the California cities of Concord, Pasadena, West Sacramento, West Hollywood and Roseville.

GTG created a detailed GIS Master Plan in 2017 which provided the City with a 5-year strategy, direction, and workplan which the City successfully completed. The City wants to partner with GTG again to review the City's current status, identify where the industry is currently headed and how the City can take advantage of the new tools, and develop a detailed two-year workplan.

GIS technologies are powerful tools for improving the quality, accuracy, efficiency, and responsiveness of government services provided by the City of Berkeley. An Enterprise GIS guides a citywide approach to GIS, focused on:

- Using mutually accepted standards, policies, and business practices;
- Encouraging collaborative GIS efforts among City, government, and related organizations;
- Integrating GIS technologies into City business operations;
- Supporting emergency and disaster planning, response, and recovery; and
- Maximizing the cost-effectiveness of GIS investments.

The GIS Steering Committee established the Enterprise GIS Program in 2008 and provides central shared resources to support these goals. The program currently includes the following GIS services: Data Services, Online Mapping Services, Applications, Software License Management, and Training and Support.

ALTERNATIVE ACTIONS CONSIDERED

Staff considered building this plan without GTG, however staff believes it would be beneficial to get an outside perspective and expertise that could bring with them industry best practices and experience working with other local municipalities to help build upon the framework that the City can use for the next two years and beyond.

CONTACT PERSON

Kevin Fong, Director, Information Technology, 510-981-6541

Attachments:
1: Resolution

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

CONTRACT NO. 112798-2 AMENDMENT:
GEOGRAPHIC TECHNOLOGIES GROUP FOR GIS PROFESSIONAL SERVICES

WHEREAS, on May 12, 2016, the City issued a Request for Proposals (RFP) for a Geographical Information Systems (GIS) Master Plan (Specification No.16-11041-C) and received nine qualifying vendor responses; and

WHEREAS, the RFP review committee evaluated each proposal and determined that the Geographic Technologies Group proposal best met the City's operational, technological, and fiscal requirements; and

WHEREAS, on November 02, 2016, the original contract was signed to develop a GIS Master Plan; and

WHEREAS, on September 08, 2017, the original contract was amended to include additional tasks to conduct a comprehensive GIS data assessment, deploy a web-based public facing GIS portal, develop GIS policies and SOPs for the City, and establish a one-year GIS work plan; and

WHEREAS, on September 10, 2019 the contract was amended to add two additional projects to enhance the functionality of recently deployed GIS Community portal, and a comprehensive inventory of the City of Berkeley's parks system to prepare for upcoming work order; and

WHEREAS, on August 3, 2020, the contract was amended to add two additional projects to digitize Park boundaries and land use and to set up a web and dashboard applications for City of Berkeley GreenCity GIS software; and

WHEREAS, on November 30, 2021, the contract was amended to add three additional projects to implement the Berkeley Parcel Condition Widget, ArcGIS Hub, and Crime Mapping solution; and

WHEREAS, the 2017 GIS Master Plan, §3.0 "GIS SUSTAINABILITY" recommends the entire plan should be redone in totality every five years; and

WHEREAS, funding for this project in the amount of, $50,000 is available in the Department of Information Technology's Fiscal Year FY 2025 Cost Allocation fund.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment with Geographic Technologies Group (GTG) for Geographic Information System (GIS) professional services, for a total not to exceed $50,000 and for a total contract value of $549,411 from September 14, 2016 to June 30, 2026

12

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: Exclusive Negotiating Agreement with TSA Holdings, LLC, for the Property at 199 Seawall Drive

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or his designee to execute an Exclusive Negotiating Agreement (ENA) with TSA Holdings, LLC (TSA) to develop a lease agreement for the lease of City property at 199 Seawall Drive.

FISCAL IMPACTS OF RECOMMENDATION

There are no direct fiscal impacts associated with this recommendation. The City would continue to carry the same costs for the unleased building as it would without this ENA. The ENA provides a path to revenue for the Marina Fund, but does not require either party to enter into a lease. Any studies, drawings and evaluations performed by TSA during the ENA period will be provided to the City.

CURRENT SITUATION AND ITS EFFECTS

In September 2024, TSA submitted a proposal for a long-term lease of 199 Seawall Drive, the City-owned building formerly known as Hs Lordships Restaurant at the Berkeley Waterfront. TSA's proposal includes a comprehensive renovation of the building at 199 Seawall Drive, and the operation of a restaurant and event space.

During the ENA period, TSA will conduct studies, develop a conceptual design, complete as-builts of the 199 Seawall Drive building, and negotiate a lease agreement for Council consideration.

The proposed duration of the ENA is for six (6) months, with a possible extension of up to three (3) additional months with the City Manager's authorization. The ENA includes the expectation that any future lease would include labor provisions that the operator would not interfere with workers' rights to organize, and that former employees of Hs Lordships would be offered opportunities to apply for positions in the new operation.

The ENA for the property does not commit the City to any future agreements, but provides a path to a Lease agreement for 199 Seawall.

BACKGROUND

In 1967, the City and Specialty Restaurant Corporation entered into a 50-year ground lease to develop a restaurant and event space that opened in 1969 as “Hs Lordships”. While the lease was set to expire in August 2019, Specialty Restaurant Corporation terminated their lease 13-months early and Hs Lordships closed its doors on July 1, 2018. The building has remained unleased for over six years.

On August 9, 2018, the City entered into an agreement with Colliers Parish International, a provider of real-estate services, to help the City find entities to lease the space (Contract number 10960). Five proposals were received between 2018 and 2021. None of these prospective tenants were able to reach a lease agreement with the City. Issues cited included: structural uncertainty about the building, uncertainty over permitting, the high investment required, COVID-19, and the economy.

In 2022, the City entered into a 6-month ENA with Innovation Properties Group (IPG) that was extended later that year by an additional 15 months, (Council resolutions 70,043-N.S. and 70,481-N.S.). IPG created a vision, renderings, toured numerous prospective tenants through the building. They direct-marketed the project to restauranteurs from across the state and nation that they deemed to be a good fit for the property, contacted potential partners, and reached out via email to potential restauranteurs. IPG brought forward two proposals. Neither resulted in a lease agreement, for reasons cited above, plus uncertainty over the remote location, rising interest rates, and challenges with large, indoor restaurants in the post-COVID economy.

In recent months, the City directly received three proposals, all requesting varying lengths of exclusivity to complete due diligence and negotiate a lease. Council reviewed the proposals in Closed Session on October 21, 2024, and directed staff to negotiate an Exclusive Negotiating Agreement with TSA, and return to City Council for approval in open session.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental impacts associated with the Exclusive Negotiating Agreement.

RATIONALE FOR RECOMMENDATION

If adopted, the attached ENA would set the City on a path toward leasing the building at 199 Seawall Drive. In the event that the ENA does not result in a lease agreement, the City will have the benefit of the information gathered and produced by TSA, including as built structural drawings of the building.

CONTACT PERSON

Scott Ferris, Director, Parks, Recreation and Waterfront, 981-6700

Attachments:
1: Resolution
Exhibit A: Exclusive Negotiating Agreement
Exhibit B: Potential Term Sheet for Future Master Lease

RESOLUTION NO. ##-###

AUTHORIZING AN EXCLUSIVE NEGOTATING AGREEMENT WITH TSA HOLDINGS. (TSA) FOR CITY PROPERTY AT 199 SEAWALL DRIVE

WHEREAS, City received a grant of state tidelands to be held in trust for uses that include wharves, docks, piers, slips, commercial and industrial purposes, aviation facilities, transportation and utility facilities, public buildings, parks, playgrounds, marinas, snack bars, cafes, restaurants, and motels, including but not limited to the property located at 199 Seawall Drive, Berkeley; and

WHEREAS, in September 2024, TSA submitted a proposal for a lease at 199 Seawall, the City-owned building formerly known as Hs Lordships Restaurant at the Berkeley Waterfront; and

WHEREAS, TSA's proposal includes a comprehensive renovation of the building at 199 Seawall Drive, and the operation of a restaurant and event space, and requires an Exclusive Negotiating Agreement (ENA) six (6) months, with a possible extension of up to three (3) additional months with the City Manager's authorization; and

WHEREAS, during the ENA period, TSA will conduct studies, develop a conceptual design, complete as-builts of the 199 Seawall Drive building, and negotiate a lease agreement for Council consideration;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Berkeley hereby authorizes the City Manager to execute the Exclusive Negotiating Agreement with TSA described in Exhibit A.

Exhibits
A: Exclusive Negotiating Agreement
B: Potential Term Sheet for Future Master Lease

EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF BERKELEY AND TSA HOLDINGS, LLC REGARDING A LEASE OF THE PROPERTY AT 199 SEAWALL DR.

This Exclusive Negotiating Agreement ("Agreement") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the City of Berkeley, a municipal corporation ("City") and TSA Holdings, LLC, a California Corporation ("TSA").

RECITALS

WHEREAS, the City was granted certain tidelands in the Berkeley Marina to be held in trust for uses that include the establishment, improvement and conduct of small boat harbors, marinas, aquatic playgrounds and similar recreational facilities, and for all works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of any such uses, including but not limited to snack bars, cafes, restaurants, motels, launching ramps and hoists, storage sheds, boat repair facilities with cranes and marine ways, administration buildings, public restrooms, bait and tackle shops, chandleries, boat sales establishments, service stations and fuel docks, yacht club buildings, parking areas, roadways, pedestrian ways and landscaped areas, including but not limited to the property located at 199 Seawall Drive, Berkeley ("Property");

WHEREAS, TSA submitted their qualifications and proposal for a future lease of the Property ("Lease Agreement"), and the City and TSA mutually wish to enter into an ENA to negotiate a Lease for a restaurant and event space at the Property, as outlined in more detail in the proposed Term Sheet, attached;

WHEREAS, the purpose of this Agreement is to establish procedures and standards for the negotiation by the City and TSA of the Lease. As more fully set forth in Section 3.1, the parties acknowledge and agree that this Agreement in itself does not grant TSA the right to lease the Property, nor does it obligate TSA to any activities or costs to lease the Property, other than the activities and costs necessary to discharge TSA's obligations under this Agreement including the obligation to negotiate in good faith as contemplated by this Agreement.

NOW, THEREFORE, City and TSA agree as follows:

1. RECITALS

The recitals to this Agreement, above, are incorporated herein and made a part hereof.

2. PURPOSE OF AGREEMENT

   a. This Agreement confirms the City's selection of TSA as the entity with which to exclusively negotiate a mutually acceptable Lease Agreement for a restaurant and event space at the Property.

   b. The purpose of this Agreement is to affirm the mutual intent of TSA and the City to generate a Lease Agreement for the Property.

3. AGREEMENTS

Subject to the terms of this Agreement, City and TSA each hereby agree to negotiate in good faith during the "Exclusivity Period," as that term is defined in Section 6.a, in order to attempt to cause the execution of a Lease Agreement for the Property.

4. CONFIDENTIALITY

Except where disclosure is required by law, including but not limited to the California Public Records Act (California Government Code section 6250 *et seq.*), TSA and City shall treat as confidential (the "Confidential Information") (i) all documents, studies, electronic materials and information furnished to the other party by its officers, trustees, executives, employees, agents or representatives (collectively, the "Representatives") relating to the Property, whether furnished before, on or after the date of this Agreement and whether furnished orally, in writing or by any other medium, and (ii) all reports, studies and other documents and information prepared by or for TSA which contain or reflect any such documents or information furnished by a party's Representatives or any information obtained through inspection or review of the Property (collectively, the "Evaluation Materials"). Confidential Information does not include the Final Documents, which are subject to public disclosure by the City. The Evaluation Materials shall not include any information which (a) is or becomes generally available to the public other than as a result of disclosure by a party's Representatives, in breach of this Agreement, (b) was already available to or in the possession of a party prior to its disclosure by the other party's Representatives, unless obtained from a source which was not permitted to disclose such information, or (c) is or becomes available to a party from a source other than the other party's Representatives, unless such source was not permitted to disclose such information to TSA. Notwithstanding the provisions of this Section 4, TSA may commence marketing the Project and disclose its selection to potential subtenants and other third parties so long as TSA does not disclose any Confidential Information unless TSA has obtained an appropriate confidentiality agreement from such party), or the written consent of the City.

5. NO REPRESENTATIONS OR WARRANTIES

City makes no express or implied representations or warranties as to the accuracy or completeness of any Evaluation Materials provided by the City. TSA acknowledges and agrees that neither City nor any of City's Representatives has or will have any liability to TSA or any other person resulting from any use of the Evaluation Materials by TSA or TSA's Representatives. Only those representations or warranties, if any, made to TSA in Final Documents, if executed, and subject to the limitations specified therein, shall have any legal effect.

6. EXCLUSIVE NEGOTIATIONS

a. City and TSA agree that this Agreement shall be effective for a period of six (6) months commencing on the Effective Date, and continuing in full force and effect until expiration or earlier termination pursuant to Section 10 ("Exclusivity Period"). The City Manager is authorized to extend this Agreement by an additional three (3) months with the consent of TSA.

b. During the Exclusivity Period, TSA and the City shall negotiate diligently and in good faith to prepare the Lease Agreement. The execution of the Lease Agreement shall be subject to the approval of the Berkeley City Council. During the Exclusivity Period, the City shall not negotiate for the development of the Property, or any portion thereof, with any party other than TSA, or approve or conduct a public hearing for any other development of the Property, or any portion thereof.

7. DUTIES AND RESPONSIBILITIES DURING THE EXCLUSIVITY PERIOD

a. During the Exclusivity Period, TSA and the City shall negotiate in good faith to attempt to cause the execution of a Lease Agreement for the Project.

b. Nothing in this Agreement requires any party to enter into any further agreement or requires the City to commit to any course of action with respect to the future development of the Property. Nothing in this Agreement is intended to or shall be construed as a commitment to approve any project or any subsequent agreement(s) contemplated herein. The approval of any subsequent agreement negotiated pursuant to this Agreement shall be subject to approval of the Berkeley City Council, and nothing in this Agreement shall alter or limit the discretion the Berkeley City Council possesses pursuant to the City's Charter and applicable law to approve, disapprove, or modify any such subsequent agreement.

8. TERMS

City and TSA hereby agree to the following terms.

a. Due Diligence and Inspection of Property. During the Exclusivity Period, the City shall allow TSA, at TSA's sole cost and expense, to inspect the Property, accompanied by City staff, and review due diligence relating to the Property as made reasonably available to TSA by the City. Such reviews and inspections by TSA shall be conducted in accordance with reasonable restrictions or limitations imposed by the City.

b. TSA Responsible for Own Costs. TSA acknowledges and agrees that all expenses and costs of TSA arising from this Agreement or the performance of TSA's obligations hereunder shall be the sole responsibility of TSA.

c. Assignments; Ownership Changes. TSA acknowledges that the City's consent to issue this Agreement is based on the prior experience and qualifications of TSA. Therefore, TSA shall not assign, sell, or otherwise transfer any rights under this Agreement without the prior written approval of the City in its sole and absolute discretion.

d. Conflicts of Interest. The parties to this Agreement have read and are aware of the provisions of California Government Code sections 1090 *et seq.* and 87100 *et seq.*, relating to conflict of interest of public officers and employees, as well as the conflict of interest provisions in Berkeley City Charter Section 36 and Berkeley

Municipal Code Chapter 3.64. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving written notice thereof.

e. Labor Peace. TSA understands that it is the City's expectation that any future Master Lease, and any potential sublease agreements, would include provisions that prohibit TSA or any of its tenants or subtenants from engaging in practices that impede any employee's ability to organize or contract with a labor organization for the purpose of collective bargaining (e.g., harassment, intimidation, "captive audience" anti-union meetings or illegal terminations of workers in retaliation for organizing).

f. Employment Opportunities for Former Hs Lordships Employees. TSA understands that it is the City's expectation that employees of the former Hs Lordships restaurant located at 199 Seawall Drive employed at the time of the restaurant's closure would be offered an opportunity to apply for positions in new business operations conducted on the property.

g. Insurance. TSA shall maintain at all times during the performance of the Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of $2,000,000 (two-million dollars); and, if any automobile is used to perform services under this contract, an automobile liability insurance policy in the minimum amount of $1,000,000 (one-million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of $2,000,000 to cover any claims arising out of TSA's performance of services under this Agreement. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

   i. All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.**

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

iii. If TSA employs 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: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

iv. TSA shall forward all insurance documents to:
   1. **Department Name:** Parks, Recreation & Waterfront Department
   2. **Department Address:** 2180 Milvia St., 3rd Floor, Berkeley, CA 94704

h. Deliverables. Over the course of the Agreement, TSA will conduct studies, meet with the City and regulatory agencies, and evaluate the feasibility of the project. TSA shall furnish City with all studies, drawings, and evaluations upon completion. Upon the termination of the Agreement, TSA shall furnish the City with all studies, drawings and documents in their complete or most complete state. TSA shall submit as-built drawings of the Property prior to the end of the Agreement.

9. LIMITATION ON REMEDIES FOR BREACH OR DEFAULT AND RELEASE OF CLAIMS

a. In the event of an uncured default by a party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Developer's indemnification obligations pursuant to Section 11 shall survive termination.

b. In no event shall either party be entitled to damages of any kind in the event of termination of this Agreement. Except as expressly provided in subsection (a) of this Section 9, neither party shall have any liability to the other party for damages arising out of or related to performance under this Agreement or otherwise for any default, nor shall either party have any other claims with respect to performance or default under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

10. TERMINATION

This Agreement may be terminated by mutual agreement, or as a remedy for an uncured default. Unless terminated by City or TSA pursuant to this Section, this Agreement shall terminate without notice on the earlier of (i) the expiration of the Exclusivity Period; or (ii) the execution by the City and TSA of the Ground Lease.

11. INDEMNITY

TSA releases and discharges, and agrees to defend, indemnify and hold harmless, the City and the City's former, present and future governing bodies, elected and appointed officials, employees, officers, directors, representatives, agents, departments, assigns, insurers, attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing from and against any and all rights, claims, demands, damages, debts, liabilities, accounts, liens, attorneys' fees, costs, expenses, actions and causes of action arising from or related to this Agreement, the Property and/or the proposed redevelopment.

12. STATE TIDELANDS GRANT

Tenant acknowledges that the Property is located on State tidelands held by the City of Berkeley in trust pursuant to Chapter 347 of the California Statutes of 1913, as amended ("the Grant"). Tenant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

13. MISCELLANEOUS

a. This Agreement together with all exhibits hereto constitutes the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of this Agreement must be in writing and signed by all of the parties hereto, and any waiver of any provision of this Agreement must be by written instrument signed by the party charged with the alleged waiver.

b. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

c. This Agreement shall be construed and enforced in accordance with the laws of the State of California and may be signed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

TSA:	CITY:
TSA Holdings, LLC., a California Corporation	City of Berkeley, a California municipal corporation
By:_____ Owner Terry Ayyed	By:_____ Paul Buddenhagen, City Manager

Approved as to form:

_____

City Attorney

Registered by:

_____

City Auditor

Attest:

_____

City Clerk

Exhibit B: Potential Term Sheet for Future Lease

The following is a summary of draft terms between the City of Berkeley and TSA Holdings (TSA) for a potential future Lease Agreement for the property at 199 Seawall Drive at the Berkeley Waterfront:

Use:	The premises shall be used primarily as a restaurant and event space.
State Tidelands:	Tenant acknowledges that the premises is located on State of California Tidelands and must be used in a manner consistent with the Public Trust Doctrine.
Term:	45 years with two 10-year tenant options to extend.
Rent:	*Base Rent*: Years 1-5: no base rent. Year 6: $200,000/year. Year 7+: $350,000/year escalating at 3%/year. *Percentage Rent*: Years 1-7: No percentage rent. Years 8+: Up to 6% of gross sales (less the $350k base rent)
Condition of Delivery:	The landlord will deliver the premises in as-is condition.
Improvements:	Tenant will fund all necessary improvements to upgrade the facility.
Sublease & Assignment:	Tenant shall have the right to Sublease all or any portion of the Premises provided that sublessees comply with State Lands Commission requirements for tidelands. Subleasing must be approved by the Landlord with prior written consent, which shall not be unreasonably withheld.
Labor Peace	TSA understands that it is the City's expectation that any future Lease, and any potential sublease agreements, would include provisions that a hospitality operation at the 199 Seawall Drive property shall be required to provide evidence satisfactory to the City that it is party to a labor peace agreement that protects the City's proprietary interest in the property.
Employment Opportunities for Former Staff	TSA understands that it is the City's expectation that employees of the former Hs Lordships restaurant located at 199 Seawall Drive employed at the time of the restaurant's closure would be offered an opportunity to apply for positions in new business operations conducted on the property.
Non-Binding:	This term sheet is only a proposal to negotiate and is neither an offer nor a contract.
Approval/ Execution:	This Term Sheet is only a list of the above terms and conditions that may or may not become a part of the final Master Lease. This Term Sheet is not intended to be binding or to impose any obligations whatsoever on either party, including any obligation to bargain in good faith. No covenants are implied. The parties do not intend to be bound by an agreement until both parties have executed a formal written Lease contract. In addition, this Term Sheet is subject to review and acceptance of the final terms and conditions of the Lease and related documents. Nothing contained herein shall be binding on either party unless and until such documents are approved, fully executed and exchanged by both parties. Either party is free to terminate the negotiations at any time, and will not by doing so incur any additional obligations or liability.

13

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Jordan Klein, Director, Planning and Development Department

Subject: Ashby BART Transit Oriented Development (TOD) Legal Agreements

RECOMMENDATION

Adopt an Ordinance (Attachment 1) that:

1. Authorizes the City Manager to execute contractual agreements (Exhibit A) with San Francisco Bay Area Rapid Transit District (BART) in order to effectuate transit-oriented development in accordance with the nonbinding term sheet adopted by Council on September 16, 2024 (Resolution No. 71,514-N.S.) and executed by the City and BART on September 21, 2024; and

2. Adopts the Addendum to the Ashby and North Berkeley BART Stations Transit Oriented Development (TOD) Zoning Project EIR and the Adeline Corridor Specific Plan EIR (Exhibit B).

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley and BART each engaged real estate consultants to analyze the economic value of the respective property ownership interests and ensure that under the terms of the agencies' agreement, each party would receive a fair return in the exchange. For more information, see the materials from the September 16, 2024 special meeting of the City Council to consider the term sheet.[1]

The proposed ordinance authorizes and directs the City Clerk to disburse funds from the General Fund for payment of closing costs in the exchanges of real property in accordance with the Exchange Agreement (Article 4, Section 4.6). There are a variety of other potential fiscal impacts to the City related to Ashby BART TOD, including the allocation of affordable housing funding, capital expenditures related to the Adeline Street roadway reconfiguration, potential establishment of financing districts, and operational costs related to on-street parking management adjacent to the station. Staff

[1] https://berkeleyca.gov/sites/default/files/documents/2024-09-16%20Special%20Item%2001%20Ashby%20BART%20Transit%20Oriented%20-%20Rev.pdf

will provide more detail about other potential fiscal impacts in advance of future proposed actions.

CURRENT SITUATION AND ITS EFFECTS

On September 16, 2024, the City Council adopted a resolution authorizing the City Manager and City Attorney to draft and advance for adoption contractual agreements with San Francisco Bay Area Rapid Transit District (BART) in order to effectuate transit-oriented development (Resolution No. 71,514-N.S.) in accordance with a nonbinding term sheet that details the transaction structure and terms (Attachment 3). The approved term sheet states that the City will relinquish its air rights over the western parking lot (West Lot) and any public rights in an adjacent area (called R9-2) in return for fee simple ownership of the eastern parking lot (East Lot) and specified community benefits. It also defines how the City and BART will work together on developer solicitations, conditions for the City's affordable housing funding, requirements and responsibilities for public infrastructure, minimum standards and process requirements to develop City Objective Design Standards, project entitlement and other identified milestones. The Exchange Agreement (Attachment 1, Exhibit A) establishes the contractual basis for the effectuation of the term sheet and allows the City and BART to proceed with development of the East and West Lots. As such, the Exchange Agreement includes a quitclaim deed for the air rights option for the West Lot (Schedule 4.3.1), a quitclaim deed for parcel R9-2 (Schedule 4.3.2), grant deeds for the East Lot (Schedule 4.4.4), and covenant agreements for the West and East Lots (Schedules 4.4.2 and 4.4.3, respectively).

The term sheet stated that no later than the City Council's approval of the Exchange Agreement, the City Council shall direct staff to initiate street vacation proceedings for any portion of the existing Adeline Street right of way within the West Lot that is not currently in use as a public street or sidewalk, to facilitate development of the West Lot. However, after an investigation by multiple departments, the City and BART have agreed that a quitclaim deed for parcel R9-2 will be a more effective and streamlined means of ensuring that BART has clean title to the West Lot.

Environmental Review

In 2020, the City Council approved the Adeline Corridor Specific Plan and certified an associated EIR ("2020 ACSP EIR"), in order to provide a framework for future growth and development in the Adeline Corridor Plan Area, which includes the Ashby BART Station and surrounding parcels. In 2022, the City Council adopted the Ashby and North Berkeley BART Stations Transit-Oriented Development (TOD) Zoning Project Environmental Impact Report (EIR) ("TOD Zoning EIR"), which studied the impacts of adopting a new zoning district, the Residential BART Mixed-Use District (R-BMU), for

parcels encompassing and surrounding the Ashby and North Berkeley San Francisco Bay Area Rapid Transit District (BART) stations.[2]

No additional, subsequent, or supplemental EIR is required because the Exchange Agreement (Attachment 1, Exhibit A) would effectuate TOD at the Ashby BART station (East and West Lots) in accordance with the TOD Zoning EIR, and would effectuate transit, pedestrian, and bicycle infrastructure in accordance with the 2020 ACSP EIR.

Specifically, CEQA Guidelines Section 15162 states that if substantial changes in the project, substantial changes in circumstances, or new information or substantial importance would result in new or substantially more severe significant effects not discussed in the previous EIR, a subsequent EIR is required.

No subsequent EIR is required because the transit-oriented development contemplated by the Exchange Agreement would not result in new significant impacts that were not analyzed in the TOD Zoning EIR or the Addendum to the TOD Zoning EIR (Attachment 1, Exhibit B), and would not substantially increase the severity of the significant construction noise impact previously identified. Similarly, no subsequent EIR is required because the roadway changes and new transit, pedestrian, and bicycle infrastructure contemplated by the Exchange Agreement would not result in any new significant impacts that were not analyzed in the 2020 ACSP EIR, and would not substantially increase the severity of the impacts previously identified. Development on the West and East Lots are required to comply with all applicable mitigation measures identified in the TOD Zoning EIR and adopted and incorporated into the approved R-BMU zoning, as well as all applicable mitigation measures identified in the 2020 ACSP EIR. No new or substantially more severe significant impacts would occur, and no new mitigation measures would be required. Therefore, no further environmental review is required for approval of the Real Estate Exchange Agreement and associated documents.

BACKGROUND

Spurred by the passage of Assembly Bill 2923 (AB 2923) in 2018, the City and BART have been collaborating to facilitate transit-oriented development at the Ashby and North Berkeley BART sites. The City Council and BART Board of Directors executed a Memorandum of Understanding (MOU) in March 2020 and a Memorandum of Agreement (MOA) in June 2022 that outlined key milestones to advance to a solicitation for developer teams. The most recent completed milestone consists of a detailed term sheet (Attachment 3), approved by the City Council on September 16, 2024 (Resolution No. 71,514-N.S.) and executed between the City and BART on September 21, 2024.

Next Steps

City Council approval and execution of the Exchange Agreement and other legal agreements will allow BART and the City to proceed with the developer solicitation process for the West and East Lots, respectively.

[2] State Clearinghouse #2020110320.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
Creating equitable, transit-oriented mixed-use development that includes affordable housing and housing support services for Berkeley's most vulnerable community members is a City Strategic Plan goal, which also helps advance the environmental goals of being a global leader in addressing climate change, advancing environmental justice and protecting the environment.

RATIONALE FOR RECOMMENDATION
The legal agreements effectuate the term sheet approved by Council on September 16, 2024, and executed by the City and BART on September 21, 2024.

ALTERNATIVE ACTIONS CONSIDERED
The Council could consider not authorizing the City Manager to execute contractual agreements with BART in accordance with the term sheet Council approved on September 16, 2024, or directing staff to renegotiate the contractual agreements. In such a case, given the respective property rights of the City and BART on the Ashby West Lot, advancement of transit-oriented development at this site and associated community benefits identified in the term sheet would not move forward, or would move forward on different terms (provided BART agrees to those different terms). On the East Lot which BART owns in fee simple, BART would have the option to move a project forward independently of the City with a developer solicitation, or BART could choose instead to prioritize working with another City in its Transit-Oriented Development work plan. The project would be eligible for the State Density Bonus and/or a streamlined approval process under AB 2923, dependent on the levels of affordable housing proposed as part of the project. The project would also be subject to the City's existing affordable housing requirement (20 percent).

CONTACT PERSON
Alisa Shen, Principal Planner, Planning and Development, 510-981-7409.

Attachments:
1: Ordinance
    Exhibit A: Ashby BART Station Transit-Oriented Development Exchange Agreement.
    Exhibit B: Addendum to the Ashby and North Berkeley BART Stations Transit-Oriented Development Zoning Project Environmental Impact Report (SCH# 22020110320), and the Adeline Corridor Specific Plan Environmental Impact Report (SCH #2018072009).
2: Ashby BART Station Transit Oriented Development Term Sheet, Executed by the City of Berkeley and the San Francisco Bay Area Rapid Transit District, September 21, 2024.

Attachment 1

ORDINANCE NO. _____

ORDINANCE AUTHORIZING EXCHANGE OF REAL PROPERTY FOR DEVELOPMENT OF ASHBY BART STATION PROPERTY

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

Section 1. Purpose and Intent.

The purpose and intent of this Ordinance is to authorize, approve, and implement an agreement for the exchange of real property at the site of the Ashby BART Station, to further the development of the property in a manner that will, among other objectives that serve the interests of the people of Berkeley, increase the number of affordable housing units in the City of Berkeley in accordance with applicable City-adopted housing plans.

Section 2. Findings.

A. The City of Berkeley, a California charter city ("City") and the San Francisco Bay Area Rapid Transit Authority, a California rapid transit district ("BART") share a desire to transform the current surface parking lots at the Ashby BART Station ("Parking Lots") to a transit-oriented development that will provide much needed housing (including affordable housing), enliven Adeline Street, and benefit the surrounding community, while continuing to ensure access to the Ashby BART Station. The City and BART each have an interest in having this area developed with high density use, to maximize the amount of new housing and to enhance transit ridership.

B. The Parking Lots consist of the BART-owned parking lot on the westerly side of the BART Station, bounded by Ashby Avenue, Martin Luther King, Jr. Way, and the BART Station, Assessor Parcel Number 053-1597-039-04 ("West Lot"), and the BART-owned parking lot on the easterly side of the Bart Station bounded by Woolsey Street, Tremont Street, and the Ed Roberts Campus, Assessor Parcel Number 053-1703-009 ("East Lot").

C. BART is the fee simple owner of the West Lot and the East Lot. The City holds an option to purchase the air rights above the West Lot in accordance with the unrecorded "Agreement Dated October 22, 1964 Between the San Francisco Bay Area Rapid Transit District and the City of Berkeley" as amended ("Air Rights Option").

D. The development plans for the West Lot include improvements within the BART Right-of-Way area identified as "R9-2" in the "Record Maps of Right of Way Bay Area Rapid Transit District Alameda County" dated December 1, 1964 and recorded on September 20, 1971 at Book 68 of Maps, pages 122-146, in the Official Records of Alameda County, California ("R9-2 Parcel"). The R9-2 Parcel encompasses a portion of the Adeline Street public right-of-way along the easterly boundary of the West Lot.

E. To implement the development of the West Lot and East Lot, the City and BART have prepared the "Ashby BART Station Transit-Oriented Development Exchange Agreement" whereby the City shall relinquish by quitclaim deed all its rights under the Air Rights Option and BART will convey to the City by grant deed its fee simple interest in the East Lot ("Exchange Agreement"). The Exchange Agreement, which is attached as **Exhibit A**, will implement the nonbinding "Term Sheet for Ashby Bart Transit-Oriented Development" approved by the Berkeley City Council on September 16, 2024 ("Term Sheet"). In accordance with the Exchange Agreement, the City also will relinquish via quitclaim its interests, if any, in the R9-2 Parcel, with the exception of easements for utilities within the parcel. In accordance with the terms of the Exchange Agreement, the underlying real property exchange and the respective development of the West Lot and the East Lot is conditioned on specified minimum numbers of affordable housing units, additional covenants ensuring the development of the properties in accordance with City requirements, the inclusion of public space and facilities within the developments (including space for the Berkeley Flea Market), improvement of public infrastructure, specified financial arrangements and funding mechanisms for the developments, the improvement of the R9-2 Parcel as specified in the Exchange Agreement, and other conditions as specified in the Exchange Agreement. In accordance with the terms of the Exchange Agreement, the underlying exchange of real property is further conditioned on the selection of a developer or developers pursuant to Requests for Proposals or Requests for Proposals/Requests for Qualifications. The closings of the real property exchanges shall be phased to coincide with the satisfaction of the underlying conditions. Under the Exchange Agreement, the development of the West Lot and the East Lot shall be subject to the City's binding Objective Design Standards for the West Lot and the East Lot as provided in the Exchange Agreement.

F. The Exchange Agreement will supersede the Term Sheet, the prior Memorandum of Understanding ("MOU"), and the Memorandum of Agreement between the City and BART dated June 30, 2022 amending and expanding upon the MOU, as they relate to the development at the Ashby BART Station site in accordance with the Exchange Agreement.

G. On April 27, 2021 the Berkeley City Council unanimously adopted Resolution 69,833-N.S. which, in part, provisionally reserves $53 million of City-controlled funds as the subsidy needed to achieve at least 35% affordable housing at the Ashby BART Station site and at the separate North Berkeley BART Station site, and allows for a portion of the funding to be allocated to predevelopment uses. In accordance with Resolution No. 69,833-N.S., the $53 million reserve fund is or shall be funded with $40 million in bond funds pursuant to Measure O passed by Berkeley voters on November 6, 2018, and $13 million in future Affordable Housing Mitigation Fees.

H. On June 28, 2022 the Berkeley City Council unanimously adopted Resolution No. 7,815-N.S., amending Title 23 of the Berkeley Municipal Code, which added Chapter 23.202.150 in its Zoning Ordinance as part of the City of Berkeley Municipal Code, adding a "Residential – BART Mixed Use (R-BMU)" zoning district, as well as making

additional conforming amendments to the General Plan and other sections of the Municipal Code in order to ensure that the provisions are comprehensively and consistently incorporated into its Zoning Ordinance, to govern development at the North Berkeley and Ashby BART Stations consistent with Assembly Bill 2923 (California Public Utilities Code sections 29010.1 et seq.).

I. On November 29, 2022, the Berkeley City Council adopted Resolution No. 70,622-N.S. approving a conceptual design for a street reconfiguration and new plaza along Adeline Street between Ashby Avenue and Martin Luther King, Jr., Way, in order to accomplish objectives that include increased safety for pedestrians and bicyclists and enhanced access to the Ashby BART Station.

J. The Berkeley City Council recognizes that there is great need for affordable housing in the City of Berkeley as stated in numerous City-adopted plans including without limitation the General Plan Housing Element, the Adeline Corridor Specific Plan, the Residential – BART Mixed Use rezoning of the Ashby BART Station and North Berkeley BART Station sites, and the City of Berkeley's Consolidated Plan, and the Berkeley City Council finds that the Exchange Agreement is consistent with those City-adopted plans.

K. The Berkeley City Council finds that the development of the West Lot, the East Lot, and the R9-2 Parcel in accordance with the Exchange Agreement will serve the needs and interests of the people of Berkeley by furthering objectives that include without limitation increasing the number of affordable housing units in the City of Berkeley, increasing safety for pedestrians and bicyclists, enhancing access to the Ashby BART Station, enlivening Adeline Street, and providing related benefits to the surrounding community.

Section 3. Environmental Review.

A. On December 8, 2020, the City Council approved the Adeline Corridor Specific Plan and certified an associated EIR (“2020 ACSP EIR”), in order to provide a vision and planning framework for future growth and development in the Adeline Corridor Plan Area (“Plan Area”) in an equitable manner that benefits the existing community. The 2020 ACSP divides the Plan Area into four Subareas, one of which is the Ashby BART Subarea. Although designs presented in the Specific Plan assumed four lanes on Adeline in this Subarea and a small plaza, the Specific Plan explained that these designs were “conceptual, and could be refined or varied in the future, with further design work to identify detailed features such as exact intersection geometries, bicycle facility types and alignments, pedestrian crossing facilities, and the exact location of street trees and public space.”

B. On June 28, 2022, the Berkeley City Council adopted the Ashby and North Berkeley BART Stations TOD Zoning Project, and certified an associated EIR (“2022 EIR”). The boundary of the Ashby BART station site is the same as shown on Figure 2-2 in Section 2, *Project Description,* of the 2022 EIR. The project involved the adoption of a new zoning district, the Residential BART Mixed-Use District (R-BMU), that established transit-oriented zoning and development standards, and associated amendments to the

Berkeley General Plan, for parcels encompassing and surrounding the Ashby and North Berkeley San Francisco Bay Area Rapid Transit District (BART) stations. The zoning requirements were subsequently adopted in Section 23.202.150, R-BMU Residential BART Mixed Use District, of the Berkeley Municipal Code (BMC). Key features of the R-BMU district include a maximum building height of 80 feet and 7 stories, a minimum residential density of 75 units per acre, and no motor vehicle parking requirement. The zoning also includes standards related to open space, setbacks, step-backs, ground-floor residential and non-residential frontage, on-site pedestrian access, massing, building entrances, and parking design and access.

C. Pursuant to *CEQA Guidelines* Section 15168(c)(2), if a lead agency finds that a later activity is within the scope of a program EIR, no new environmental document is required. Factors that a lead agency should consider when making this determination include if the later activity is within the type of allowable land use, overall planning density and building intensity, geographic area, and covered infrastructure as described in the program EIR.

D. The allowable land uses analyzed in the 2022 EIR are consistent with the development contemplated by the Exchange Agreement. The R-BMU district permits residential uses as well as other non-residential uses such as retail, community-serving uses, and civic spaces. The Exchange Agreement does not contemplate additional use types beyond those already permitted in the R-BMU district.

E. The overall planning density and building intensity analyzed in the 2022 EIR is consistent with the development contemplated by the Exchange Agreement. Consistent with the R-BMU development standards, the 2022 EIR analyzed a buildout projection of 1,200 residential units in buildings up to 7 stories and 80 feet in height with a density of 200 units per acre. Additionally, because future development on the site may be eligible to utilize provisions of the State Density Bonus Law (California Government Code Sections 65915 – 65918), the 2022 EIR also analyzed a reasonably foreseeable buildout of up to 1,800 residential units, in buildings of up to 12 stories, for a total of 1.5 million gross building square feet. The reasonably foreseeable development contemplated by the Exchange Agreement contemplates development within the limits analyzed in the 2022 EIR.

F. The geographic area analyzed in the 2022 EIR is consistent with the development contemplated by the Exchange Agreement. The boundary of the Ashby BART station site is the same as the boundary of the Ashby BART station site that was analyzed in the 2022 EIR (see Figure 2-2 in Section 2, *Project Description,* of the 2022 EIR).

G. The infrastructure analyzed in the 2022 EIR and the 2020 ACSP EIR is consistent with the development contemplated by the Exchange Agreement. The 2022 EIR analyzed a housing development at the site including up to 1,800 units and 1.5 million square feet. The reasonably foreseeable development contemplated by the Exchange Agreement includes infrastructure within these limits. Additionally, the 2020 ACSP EIR analyzed the construction of pedestrian connections, pedestrian plazas, and increased

bicycle and transit infrastructure within the Ashby BART Subarea. The pedestrian, transit, and bicycle infrastructure contemplated by the Exchange Agreement is substantially similar to the infrastructure analyzed in the 2020 ACSP EIR.

H. In sum, the allowable land use, overall planning density and building intensity, geographic area of the development, and infrastructure contemplated by the Exchange Agreement are all as described in the 2022 EIR or 2020 ACSP EIR. Therefore, no new EIR is required.

I. Further, CEQA provides statutory exemptions for certain projects that provide improvements at transit stations, or reduce parking. Public Resources Code section 21080(b)(10) provides statutory CEQA exemption for "[a] project for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities." Public Resources Code section 21080.25(b)(3) exempts "[t]ransit prioritization projects", which section 21080.25(a)(11)(E) defines as including "[t]ransit stop access and safety improvements". Public Resources Code section 21080.25(b)(9) also exempts "[a] planning decision carried out by a local agency to … remove or restrict parking".

J. The Exchange Agreement contemplates certain roadway redesigns of Adeline Street that qualify for these statutory CEQA exemptions. The redesign would provide a two-lane roadway with access restricted to right-in/right-out only along the east side of Adeline between Ashby Avenue and Martin Luther King Jr. Way. The redesign would provide protected bike lanes, improved pedestrian access, and a large plaza gathering space. The purpose of this design includes increased safety for pedestrians and bicyclists using BART. Because this roadway redesign would modernize and improve the safety of existing rail transit stations and parking facilities, including by removing parking, it is exempt under sections 21080(b)(1), 21080.25(b)(3), and 21080.25(b)(9).

K. Although no additional CEQA documentation is required because the roadway redesign component of the development is statutorily exempt from CEQA and the development contemplated by the Exchange Agreement is covered by a previous program EIR, the City has prepared an Addendum to the 2022 EIR and the 2020 ACSP EIR, which is attached as **Exhibit B**.

L. *CEQA Guidelines* Section 15162 states that if substantial changes in the project, substantial changes in circumstances, or new information or substantial importance would result in new or substantially more severe significant effects not discussed in the previous EIR, a subsequent EIR is required. The Addendum, in Section 5, explains why neither the development nor the proposed roadway redesign constitutes a substantial change in the project, circumstances, or new information of the sort contemplated by section 15162. Thus, no subsequent EIR or supplemental EIR is required.

Section 4. Approval of Exchange and Transfer of Property.

The Berkeley City Council hereby:

A. Approves the Exchange Agreement and its implementation.

B. Adopts the Addendum to the Ashby and North Berkeley BART Stations Transit Oriented Development (TOD) Zoning Project EIR and the Adeline Corridor Specific Plan EIR (**Exhibit B**).

C. Authorizes and directs the City Manager, or their designee, to execute and enter into the Exchange Agreement, with such minor conforming, technical, or clarifying changes or revisions as may be agreed to and approved by the City Attorney, which do not materially increase the obligations of the City thereunder. The City Manager or their designee and the City Clerk are further authorized and directed to take such further actions and execute and deliver such documents on behalf of the City as are necessary to implement the Exchange Agreement including without limitation the execution and delivery of conveyance documents, certificates of acceptance, escrow instructions, and all other documents necessary to carry out the transactions contemplated in the Exchange Agreement.

D. Authorizes and directs the City Manager, or their designee, to acquire on behalf of the City of Berkeley the real property identified as the "East Lot" in the Exchange Agreement, Assessor Parcel Number 053-1703-009, in accordance with the terms of the Exchange Agreement.

E. Authorizes and directs the City Manager, or their designee, to terminate by quitclaim deed the City's Air Rights Option in the real property identified as the "West Lot" in the Exchange Agreement, Assessor Parcel Number 053-1597-039-04, in accordance with the terms of the Exchange Agreement.

F. Authorizes and directs the City Manager, or their designee, to terminate by quitclaim deed any right, title, or interest the City may have, other than utility easements, within the BART Right-of-Way area identified as "R9-2" in the "Record Maps of Right of Way Bay Area Rapid Transit District Alameda County" dated December 1, 1964 and recorded on September 20, 1971 at Book 68 of Maps, pages 122-146, in the Official Records of Alameda County, California, in accordance with the terms of the Exchange Agreement.

G. Authorizes and directs the City Clerk to disburse funds from the General Fund for payment of closing costs in the exchanges of real property in accordance with the Exchange Agreement.

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.

Exhibit A

ASHBY BART STATION TRANSIT-ORIENTED DEVELOPMENT EXCHANGE AGREEMENT

This ASHBY BART STATION TRANSIT-ORIENTED DEVELOPMENT EXCHANGE AGREEMENT (the "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the City of Berkeley ("**City**"), a California charter city, and the San Francisco Bay Area Rapid Transit District ("**BART**"), a California rapid transit district. Each party to this Agreement may be referred to herein as a "**Party**" and collectively, referenced to herein as the "**Parties**."

RECITALS

A. The Parties share a desire to transform the current surface parking lots at the Ashby BART station into a transit-oriented development that will provide much needed housing (including affordable housing), enliven Adeline Street, and benefit the surrounding community, while continuing to ensure access to the Ashby BART Station. The City and BART each have an interest in having this area developed with high density use to maximize the amount of new housing and to enhance transit ridership.

B. In 2020, the Parties entered into a memorandum of understanding ("**MOU**") to identify their shared vision and priorities for transit-oriented development at the North Berkeley and Ashby BART Stations, to provide clarity on the process and timelines for pursuing development, and to begin to identify the roles and responsibilities of the City and BART in that process. Among other things, the MOU called on the City to establish a Community Advisory Group, reserve funding to support affordable housing development at the sites, and adopt zoning for the sites consistent with Assembly Bill 2923 (California Public Utilities Code sections 29010.1 et seq.) ("**AB 2923**").

C. On December 8, 2020, the City adopted the Adeline Corridor Specific Plan and certified a corresponding environmental impact report, which set forth a comprehensive plan for development, including new affordable and market rate housing, in the area of the City including the Ashby BART Station.

D. On April 27, 2021, the Berkeley City Council unanimously adopted Resolution 69,833-N.S. which, in part, provisionally reserves $53 million of City-controlled funds as the subsidy needed to achieve at least 35% affordable housing at each of the Ashby and North Berkeley BART sites, and allows for a portion of the funding to be allocated to predevelopment uses.

E. On June 2, 2022, the Berkeley City Council approved the Joint Vision & Priorities for Transit-Oriented Development for Ashby and North Berkeley BART Stations ("**JVP**") with Resolution 70,402-N.S. and on June 9, 2022, the BART Board approved the JVP. The JVP expresses the City and BART's shared, high-level expectations for future development of both the Ashby and North Berkeley BART stations. The JVP was incorporated into BART's Request for Qualifications ("**RFQ**") for development of the North Berkeley BART Station site.

F. On June 28, 2022 the Berkeley City Council adopted Chapter 23.202.150 in its Zoning Ordinance, as part of the City of Berkeley Municipal Code, adding a "Residential - BART

Mixed Use (R-BMU)" zoning district, as well as additional conforming amendments to the General Plan and other sections of the Municipal Code in order to ensure that the provisions are comprehensively and consistently incorporated into its Zoning Ordinance, to govern development at the North Berkeley and Ashby BART Stations consistent with AB 2923.

G. On June 30, 2022, the City and BART entered into a Memorandum of Agreement ("**MOA**") amending and expanding upon the MOU.

H. On November 29, 2022, the Berkeley City Council adopted Resolution No. 70,622-N.S. approving a conceptual design for a street reconfiguration and new plaza along Adeline Street between Ashby Avenue and Martin Luther King, Jr., Way, in order to increase safety for pedestrians and bicyclists and to enhance access to the Ashby BART Station.

I. On December 7, 2023, the BART Board of Directors authorized BART staff to complete negotiations on a nonbinding Term Sheet for Ashby BART Transit-Oriented Development ("Term Sheet") and to enter into an agreement effectuating the Term Sheet.

J. On September 16, 2024, the Berkeley City Council approved the nonbinding Term Sheet For Ashby BART Transit-Oriented Development setting forth the principal business and legal terms on which BART and the City will negotiate an Exchange Agreement and related documents necessary to provide for the relinquishment of the City's option to purchase air rights over the West Lot (as defined) in exchange for the City's fee simple ownership of the East Lot (as defined), and for establishing certain minimum community benefits and project requirements for the West Lot and East Lot, including a minimum of 50% onsite affordable housing for the first 602 units on the West Lot and a minimum of 35% onsite affordable housing on the East Lot, as more particularly described therein.

K. This Exchange Agreement is intended to be a binding agreement that supersedes the MOU, MOA, and the Term Sheet as they relate to transit-oriented development at the Ashby BART Station.

L. The Parties acknowledge that there are other contractual relationships between the Parties, and such contractual relationships are not modified by this Agreement to the extent that they do not relate to or impact transit-oriented development at the Ashby BART Station, or unless explicitly done herein.

M. After a duly noticed public hearing held on _____, and a second reading on _____, the City Council of the City of Berkeley adopted Ordinance No. _____ approving this Agreement, and authorizing the acquisition of the East Lot, the disposition of the Air Rights Option, and the other actions required pursuant to this Agreement (the "**City Authorizing Ordinance**").

Now, therefore in consideration of the foregoing and other consideration, the sufficiency of which is hereby agreed to, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS; EXCHANGE; QUITCLAIM; ESCROW

1.1. General Definitions.

1.1.1. West Lot. "**West Lot**" means that real property designated as Alameda County Assessor Parcel Number 053-1597-039-04, and that unassessed approximately 900-foot-long strip of land abutting the existing Adeline Street sidewalk shown as Parcel R9-2 on San Francisco Bay Area Rapid Transit District Amended Record Map of Right of Way RRW 9, dated December 7, 1971 in book 68 of maps, at page 150, the legal description of which is in Schedule 1.1.1.

1.1.2. East Lot. "**East Lot**" means that real property designated as Alameda County Assessor Parcel Number 053-1703-009, the legal description of which is in Schedule 1.1.2.

1.1.3. West Lot Close Of Escrow. "**West Lot Close Of Escrow**" is defined in Article 4.1.

1.1.4. East Lot Close Of Escrow. "**East Lot Close Of Escrow**" is defined in Article 4.2.

1.1.5. Air Rights Option. "**Air Rights Option**" means the City's option to purchase air rights over the West Lot pursuant to an unrecorded agreement dated as of October 22, 1964, as amended, between BART and the City.

1.1.6. Flea Market Permit. "**Flea Market Permit**" means Permit No. R10-0423 between BART and Community Services United to operate or provide for the operation of the Berkeley Flea Market upon BART property at the Ashby BART station.

1.1.7. Area Median Income. "**Area Median Income**" or "**AMI**" means the "Median Income" for the "Alameda County Area" as set forth in the regulations of the California Department of Housing and Community Development promulgated at Section 6932 of Title 25 of the California Code of Regulations (as may be amended from time to time, "**Section 6932**").

1.1.8. Extremely Low Income Households. "**Extremely Low Income Households**" means households earning no more than the "Extremely Low" limits by household size for the "Alameda County Area" as set forth in Section 6932.

1.1.9. Very Low Income Households. "**Very Low Income Households**" means households earning no more than the "Very Low Income" limits by household size for the "Alameda County Area" but more than Extremely Low Income Households, as set forth in Section 6932.

1.1.10. Low Income Households. "**Low Income Households**" means households earning no more than the "Low Income" limits by household size for the "Alameda County Area" but more than Very Low Income Households, as set forth in Section 6932.

1.1.11. Moderate Income Households. "**Moderate Income Households**" means households earning no more than the "Moderate Income" limits by household size for the "Alameda County Area" but more than Low Income Households, as set forth in Section 6932.

1.1.12. Affordable Housing. "**Affordable Housing**" means housing subject to enforceable legal conditions restricting its availability for lease or sale to Extremely Low Income Households, Very Low Income Households, or Low Income Households. Affordable Housing also includes housing subject to enforceable legal conditions restricting its availability for lease or sale to Moderate Income Households, except that no City funds may be used for Moderate Income units, and any Moderate Income units must have rents that are below market.

1.1.13. TOD. "**TOD**" means transit-oriented development.

1.1.14. EIFD. "**EIFD**" means Enhanced Infrastructure Financing District pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the Government Code.

1.1.15. CFD. **"CFD**" means a Community Facilities District pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code.

1.1.16. Ground Lease. "**Ground Lease**" means a long-term lease between City or BART, on the one hand, and a developer of the East Lot or West Lot, respectively, on the other, pursuant to which the developer will own all or most of the improvements on the land for the term of the lease.

1.1.17. Ground Lease Option. "**Ground Lease Option**" means an agreement between City or BART, on the one hand, and a developer of the East Lot or West Lot, respectively, on the other, pursuant to which the developer has one or more options to enter into one or more Ground Leases on the applicable parcel.

1.1.18. Ground Lease Agreements. "**Ground Lease Agreements**" means the Ground Lease Option and the related Ground Lease(s), collectively, which, taken together, establish the rights and responsibilities of the City or BART, on the one hand, and a developer of the East Lot or West Lot, on the other, in furtherance of an overall development project on the East Lot or West Lot, as applicable.

1.1.19. Parcel R9-2. "**Parcel R9-2**" means the unassessed approximately 900-foot-long strip of land abutting the existing Adeline Street sidewalk shown as Parcel R9-2 on San Francisco Bay Area Rapid Transit District Amended Record Map of Right of Way RRW 9, dated December 7, 1971 in book 68 of maps, at page 150. As part of this Agreement, BART may provide a metes-and-bounds legal description based upon a resurvey of Parcel R9-2.

1.1.20. Reciprocal Easement Agreement. "**Reciprocal Easement Agreement**" means the agreement executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. in Official Records under Recorder's Serial Number 2008255323, and shown Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

1.2. Real Property Exchange. Subject to the terms and conditions hereinafter set forth, BART agrees to grant to City the East Lot and City agrees to quitclaim to BART the Air Rights Option and to quitclaim to BART any rights, title, and interest it may have in Parcel R9-2.

1.3. Escrow.

1.3.1. Opening Escrow. No later than two (2) business days after the Effective Date, the parties shall submit this Agreement to the Old Republic Title Company (the "**Escrow Holder**"), having its office at the address set forth under Article 14.2. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall open an escrow account ("**Escrow**") pursuant hereto and deliver the Acknowledgement of Escrow Holder to the parties.

1.3.2. Escrow Instructions. This Agreement shall constitute the initial instructions for the Escrow; provided, however, that each party may provide closing or other instructions for the Escrow that do not conflict with this Agreement. The parties shall, on demand, execute those additional escrow instructions consistent with this Agreement and deposit with the Escrow Holder all instruments and funds as may be necessary and appropriate to close the transactions in accordance with this Agreement. In case of any conflict between them, this Agreement will supersede the Escrow Holder's form of general instructions or general provisions for the Escrow to the extent of such conflict.

ARTICLE 2.
PROPERTY DOCUMENTS; TITLE; NHDA DISCLOSURE

2.1. Preliminary Report. The Parties acknowledge receipt of preliminary title reports for the East Lot and for a portion of the West Lot, dated March 27, 2024, prepared by Escrow Holder and attached hereto as Schedule 2.1(a) and Schedule 2.1(b), respectively, (the "**2024 PTRs**"), which 2024 PTRs include hyperlinks to the recorded documents related to the title exceptions listed in such 2024 PTRs. City hereby approves of all of the title exceptions and matters referenced in the 2024 PTRs. City shall obtain updated Preliminary Reports from Escrow Holder ("**Updated Reports**") during the period prior to the effectiveness of the City Authorizing Ordinance and BART Authorizing Resolution. The Updated Reports will be attached as Schedule 2.1(c) and Schedule 2.1(d) upon City's execution of the Agreement. If City objects to any title exceptions that are included in the Updated Reports that are not included in the 2024 PTRs (individually, "**Objectionable Additional Exception**" and collectively, "**Objectionable Additional Exceptions**"), (a) City shall provide BART with written notice of such objection by the time of BART's execution of this Agreement and (b) BART, in BART's sole and absolute discretion, shall have until the date that is three (3) business days prior to the West Lot Close Of Escrow or the East Lot Close Of Escrow, respectively, to cause Escrow Holder to issue an update to the Updated Reports that removes such Objectionable Additional Exception. BART shall not cause or consent to any additional title encumbrances on the East Lot or West Lot between the Effective Date and the West Lot Close Of Escrow or the East Lot Close Of Escrow, respectively.

2.2. Title Insurance. The parties acknowledge that City may desire to obtain at the East Lot Close of Escrow (a) a title insurance policy covering the East Lot (the "**Title Policy**") and (b) a number of endorsements to the Title Policy (collectively, "**Endorsements**"). The parties agree that (1) the issuance of the Title Policy or any Endorsements shall not be a condition precedent to the Close of Escrow, (2) in no event shall BART be obligated to provide any indemnity or other documents to permit City to obtain such Title Policy or Endorsements, (3) in no event shall either the East Lot Close Of Escrow or the West Lot Close Of Escrow be extended to permit City to obtain such Title Policy or Endorsements, and (4) City shall be solely responsible for the delivery of any documents and payment of any premiums required by the Escrow Holder as a condition to the issuance of the Title Policy or Endorsements.

2.3. Disclosures Regarding Community Facilities Districts. Both the East Lot and the West Lot are within the boundaries of the California Home Finance Community Facilities District No. 2014-1 and are each subject to special assessments to fund Community Facilities District No. A/C-3 for the East Bay Regional Parks District ("**Districts**"). The Parties each hereby acknowledge the prior receipt of the Notices of Special Tax related to each of the Districts. By the East Lot Close Of Escrow and West Lot Close Of Escrow, the Parties shall have investigated and evaluated those matters considered relevant and important concerning the Districts and will understand the potential financial, title, and other legal impacts of the Districts.

2.4. Natural Hazard Disclosure Act. Each party acknowledges that BART is required to disclose if the East Lot lies within the following natural hazard areas or zones: (a) a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency (Cal. Gov. Code § 8589.3); (b) an area of potential flooding shown on a dam failure inundation map designated pursuant to Cal. Gov. Code § 8589.5 (Cal. Gov. Code § 8589.4); (c) a very high fire hazard severity zone designated pursuant to Cal. Gov. Code § 51178 or 51179 (in which event the owner maintenance obligations of Cal. Gov. Code § 51182 would apply) (Cal. Gov. Code § 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards designated pursuant to Cal. Pub. Resources Code § 4125 (in which event [i] the property owner would be subject to the maintenance requirements of Cal. Pub. Resources Code § 4291 and [ii] it would not be the state's responsibility to provide fire protection services to any building or structure located within the wildland area except, if applicable, pursuant to Cal. Pub. Resources Code § 4129 or pursuant to a cooperative agreement with a local agency for those purposes pursuant to Cal. Pub. Resources Code § 4142) (Pub. Resources Code § 4136); (e) an earthquake fault zone (Pub. Resources Code § 2621.9); or (f) a seismic hazard zone (and, if applicable, whether a landslide zone or liquefaction zone) (Pub. Resources Code § 2694). THESE HAZARDS MAY LIMIT CITY'S ABILITY TO DEVELOP THE EAST LOT, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT THE PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. CITY MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

2.5. R9-2 Legal Description Update. Within 180 days of the Effective Date, and provided the West Lot Close Of Escrow (defined in Article 4.1) has not yet occurred, BART shall have the option, at its sole expense, to have a metes-and-bounds legal description prepared

for R9-2. If such a metes-and-bounds legal description is prepared, it shall be used for all purposes in this Agreement, including as part of the Parcel R9-2 Quitclaim Deed (defined in Article 4.3.2) and the West Lot Covenants (defined in Article 4.3.4).

ARTICLE 3.
CONDITIONS PRECEDENT TO CLOSING

3.1. City Conditions Precedent to Close of Escrow. The obligation of City to quitclaim the Air Rights Option to BART shall be subject to the fulfillment on or before the West Lot Close Of Escrow of all of the following conditions, except to the extent waived by the City in its sole and absolute discretion:

3.1.1. BART Escrow Deposits. BART has deposited the West Lot Covenants, East Lot Deed and all other required documents into escrow in accordance with this Agreement.

3.1.2. Condition of Title. BART has caused Escrow Holder to issue an update to the Updated Report that removes all Objectionable Additional Exceptions as of the date that is three (3) business days prior to the West Lot Close Of Escrow and there has otherwise been no material change in the condition of title for the East Lot.

3.1.3. Physical Condition. There has been no material change in the physical condition of the East Lot as of the date of the West Lot Close Of Escrow.

3.1.4. Covenants. BART has performed and observed, in all material respects, all covenants and agreements of this Agreement that are to be performed and observed by BART as of the West Lot Close Of Escrow.

3.2. BART Conditions Precedent to Close of Escrow. The obligation of BART to grant the East Lot to City shall be subject to the fulfillment on or before the West Lot Close Of Escrow of all of the following conditions, except to the extent waived by BART in its sole and absolute discretion:

3.2.1. No New Zoning Restrictions. The zoning for the West Lot has not been modified or changed since September 17, 2024, to be more restrictive or to reduce the development capacity of the West Lot.

3.2.2. City Escrow Deposits. City has deposited the East Lot Covenants, the Air Rights Quitclaim, the Parcel R9-2 Quitclaim Deed and all other required documents into escrow in accordance with this Agreement.

3.2.3. Covenants. City has performed and observed, in all material respects, all covenants and agreements of this Agreement that are to be performed and observed by City as of the West Lot Close Of Escrow.

3.3. Mutual Conditions Precedent to Close of Escrow. The obligation of either City or BART to close escrow shall be subject to the fulfillment on or before the West Lot Close Of Escrow of all of the following conditions, except to the extent waived by City or BART as to their respective obligations to close, each in its sole and absolute discretion:

3.3.1. West Lot Exclusive Negotiating Agreement. BART has entered into an Exclusive Negotiating Agreement with a master developer for development of the West Lot consistent with this Agreement.

3.3.2. No Legal Actions. There shall be no legal actions challenging the City Authorizing Ordinance or BART Authorizing Resolution.

3.3.3. No Referendum. The City shall not have received a petition to referendum the City Authorizing Ordinance pursuant to California Elections Code Division 9, Sections 9235 through 9247.

3.3.4. Covenants. BART has performed and observed, in all material respects, all covenants and agreements of this Agreement that are to be performed and observed by BART.

3.3.5. Title. East Lot shall be free and clear of any reserved rights of BART, including any easement for mid-block pedestrian passage, or any title encumbrances that would obviate East Lot ability to provide future residential development per Section 10.1 of the Agreement.

ARTICLE 4.
CLOSINGS

4.1. West Lot Close Of Escrow Time and Place. Subject to the prior satisfaction or waiver of the conditions precedent set forth in Articles 3.1, 3.2 and 3.3, the closing of the West Lot transaction ("**West Lot Close Of Escrow**") shall be held at the offices of Escrow Holder at the address described in Article 14.2 and shall occur within 10 days after a West Lot Exclusive Negotiating Agreement is executed that complies with Article 5.1 or at such other date as the Parties may mutually agree (the "**West Lot Closing Date**").

4.2. East Lot Close Of Escrow Time and Place. Subject to the prior satisfaction or waiver of the conditions precedent set forth in Articles 3.1, 3.2, and 3.3, the closing of the East Lot transaction ("**East Lot Close Of Escrow**") shall be held at the offices of Escrow Holder at the address described in Article 14.2 and shall occur on the West Lot Closing Date or at such later date as may be specified in writing by the City (the "**East Lot Closing Date**"), provided that at least 10 days' prior written notice is given to BART.

4.3. City's Obligations at or Prior to West Lot Close Of Escrow. City shall deliver the following to Escrow Holder at least one (1) business day prior to the West Lot Closing Date:

4.3.1. a duly executed and notarized original quitclaim deed conveying the Air Rights Option to BART in the form substantially similar to Schedule 4.3.1 (the "**Air Rights Quitclaim Deed**");

4.3.2. a duly executed and notarized original quitclaim deed quitclaiming to BART any rights, title and interest in Parcel R9-2 in the form substantially similar to Schedule 4.3.2 (the "**Parcel R9-2 Quitclaim Deed**");

4.3.3. a duly executed and notarized original signature page on the covenants and restrictions on the East Lot attached as Schedule 4.3.3 ("**East Lot Covenants**");

4.3.4. a duly executed and notarized original signature page on the covenants and restrictions on the West Lot attached as Schedule 4.3.4 ("**West Lot Covenants**");

4.3.5. a fully executed original City Authorizing Ordinance;

4.3.6. a duly executed certificate of acceptance for the East Lot Deed;

4.3.7. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of City;

4.3.8. an executed closing statement reasonably acceptable to City; and

4.3.9. such other documents or affidavits as may be customarily and reasonably required by the Escrow Holder.

4.4. BART's Obligations at or Prior to West Lot Close Of Escrow. BART shall deliver the following to Escrow Holder at least one (1) business day prior to the West Lot Closing Date:

4.4.1. a duly executed and notarized original signature page on the East Lot Covenants;

4.4.2. a duly executed and notarized original signature page on West Lot Covenants;

4.4.3. a duly executed and notarized original grant deed conveying the East Lot to City in the form substantially similar to Schedule 4.4.4 (the "**East Lot Deed**");

4.4.4. a duly executed certificate of acceptance for the Air Rights Quitclaim Deed;

4.4.5. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of BART;

4.4.6. an executed closing statement reasonably acceptable to BART; and

4.4.7. such other documents or affidavits as may be customarily and reasonably required by the Escrow Holder.

4.5. East Lot Credits and Prorations.

4.5.1. Items to be Prorated. All (a) expenses, real property taxes, bonds and assessments affecting the East Lot, and (b) utility service charges for the East Lot shall be apportioned as of 12:01 a.m., on the East Lot Closing Date as if City were vested with title to the East Lot during the entire day upon which the East Lot Closing Date occurs.

4.5.2. Basis of Proration. BART shall be charged at the East Lot Close Of Escrow an amount equal to that portion of the proration items which relate to the period before the East Lot Closing Date and City shall be charged at the East Lot Close Of Escrow an amount equal to that portion of the proration items which relate to the period after the East Lot Closing Date, each on a basis of, as applicable, a thirty (30) day month or a three hundred and sixty (360) day year.

4.5.3. Initial Use of Estimates; True Up Based on Final Amounts. Any expense amount which cannot be ascertained with certainty as of the East Lot Close Of Escrow shall be prorated on the basis of the parties' reasonable estimates of such amount. Once the previously estimated amounts have been finalized, the parties shall prorate these new amounts pursuant to this Agreement and each party shall pay any amount due to a third party within ten (10) business days after receipt of the final amount. If either party has overpaid an amount based on the prior estimate, the other party shall reimburse the overpaying party within ten (10) business days after receipt of the final amount.

4.6. Transaction Taxes and Closing Costs.

4.6.1. Counsel fees. Each Party shall pay the fees of its counsel in connection with this transaction.

4.6.2. Closing Funds. The Parties shall pay Escrow Holder closing funds ("**Closing Funds**") as follows:

A. BART Costs For West Lot Close Of Escrow. BART shall pay the following costs and expenses for the West Lot Close Of Escrow (the "**BART West Lot Charges**"): (a) One hundred percent (100%) of the documentary/real property transfer tax or similar tax/fee charged by the County of Alameda or City of Berkeley related to the transfer of the Air Rights Option from City to BART, if any; (b) 50% of the fee charged by Escrow Holder; (c) the recording fees for the Parcel R9-2 Quitclaim Deed; (d) surveyor costs to prepare a metes-and-bounds legal description of Parcel R9-2; and (e) the recording fees for the Air Rights Quitclaim Deed, the West Lot Covenants, and any other documents recorded by or on behalf of BART.

B. City Costs For West Lot Close Of Escrow. City shall pay 50% of the fee charged by Escrow Holder for the East Lot Close Of Escrow (the "**City West Lot Charges**").

C. City Costs For East Lot Close Of Escrow. City shall pay the following costs and expenses for the East Lot Close Of Escrow (the "**City East Lot Charges**"): (a) One hundred percent (100%) of the documentary/real property transfer tax or similar tax/fee charged by the County of Alameda or City of Berkeley related to the transfer of the East Lot from BART to City, if any; (b) 50% of the fee charged by Escrow Holder; (c) any premiums for the Title Policy or any Buyer's Endorsements requested by City; and (d) the recording fees for the East Lot Deed, the East Lot Covenants, and any other documents recorded by or on behalf of City.

D. BART Costs For East Lot Close Of Escrow. BART shall pay 50% of the fee charged by Escrow Holder for the East Lot Close Of Escrow (the "**BART East Lot Charges**").

4.6.3. Miscellaneous Costs. All costs and expenses incident to this transaction and the East Lot Close Of Escrow and West Lot Close Of Escrow, and not specifically described above, shall be apportioned per the custom of the County.

4.7. West Lot Close Of Escrow Procedures. When all items required by Articles 4.3 and 4.4 have been timely deposited with Escrow Holder, and Escrow Holder has been notified by both Parties that all of the applicable conditions precedent in Article 3 have been either satisfied or waived, Escrow Holder shall effect the West Lot Close Of Escrow as follows:

4.7.1. Attach the BART certificate of acceptance to the Parcel R9-2 Quitclaim Deed, and the Air Rights Quitclaim Deed and record the Parcel R9-2 Quitclaim Deed and the Air Rights Quitclaim Deed in the Official Records of Alameda County;

4.7.2. Record the West Lot Covenants in the Official Records of Alameda County;

4.7.3. Pro rate taxes, assessments and other charges pursuant to Article 4.8 and pay the applicable charges from the Closing Funds;

4.7.4. Pay the City West Lot Charges from the Closing Funds;

4.7.5. Deliver to BART and City conformed copies of the Air Rights Quitclaim Deed and West Lot Covenants.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, then, prior to the West Lot Close Of Escrow, Escrow Holder shall notify BART and City and retain all funds and documents pending receipt of further instructions jointly issued by BART and City.

4.8. East Lot Close Of Escrow Procedures. When all items required by Articles 4.3 and 4.4 have been timely deposited with Escrow Holder, Escrow Holder has been notified by both Parties that all of the applicable conditions precedent in Article 3 have been either satisfied or waived, and the City has given notice of the East Lot Closing Date, Escrow Holder shall effect the East Lot Close Of Escrow as follows:

4.8.1. Attach the City certificate of acceptance to the East Lot Deed and record the East Lot Deed in the Official Records of Alameda County;

4.8.2. Record the East Lot Covenants in the Official Records of Alameda County;

4.8.3. Pro rate taxes, assessments and other charges pursuant to Article 4.8 and pay the applicable charges from the Closing Funds;

4.8.4. Pay the City East Lot Charges from the Closing Funds;

4.8.5. Deliver to City and BART conformed copies of the East Lot Deed and East Lot Covenants.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, then, prior to the East Lot Close Of Escrow, Escrow Holder shall notify City and BART and retain all funds and documents pending receipt of further instructions jointly issued by City and BART.

ARTICLE 5.
DEVELOPER SOLICITATION

5.1. General. BART shall pursue a separate solicitation for development of the West Lot and City shall pursue a separate solicitation for development of the East Lot, in accordance with this Article. These solicitations shall conform to applicable requirements, if any, of the Surplus Land Act (Government Code §§ 54220 et seq.). BART and City shall each conduct a solicitation whereby a Request For Proposals ("**RFP**") or Request For Qualifications and Proposals ("**RFQ/RFP**") is issued to solicit qualified developers, and respondents will be asked to submit their qualifications, as well as proposals demonstrating workable business frameworks for development that are consistent with the requirements of this Agreement and the specific goals outlined in the JVP and the developer solicitation document or documents. It is expected that successful respondents to the RFPs or RFQ/RFPs would enter into an Exclusive Negotiating Agreement ("**ENA**") with BART for the negotiation of a Ground Lease Option granting one or more options for one or more Ground Leases on the West Lot, and with the City for the negotiation of one or more Ground Leases or contract of sale (or some combination thereof) on the East Lot, respectively.

5.2. Schedule. Both the City and BART shall take every feasible action to ensure that their respective milestone targets included in Schedule 5.2 ("**Schedule**") are achieved and sufficient staff is dedicated by both BART and the City to meet the Schedule.

5.3. East Lot RFP or RFQ/RFP. The RFP or RFQ/RFP for the East Lot shall additionally include, without limitation: (a) a request to respondents to demonstrate how their proposal addresses (i) the negative impacts to African American residents, businesses, and cultural institutions displaced by construction of the Ashby Station, (ii) the JVP priority to "maximize the number of new homes"; and (iii) the requirement that the project include at least 300 bedrooms; (b) the applicable minimum onsite Affordable Housing requirements, as set forth in this Agreement; and (c) a request to respondents to provide a detailed pro forma demonstrating how the development team could potentially achieve a goal of 50% Affordable Housing.

5.3.1. BART Non-Participation. BART staff will not participate in the solicitation process for the East Lot other than to review and approve solicitation materials with respect to matters relating to BART access and operations in order to ensure that BART's access and operational requirements are satisfied.

5.3.2. Selection Process. Following the receipt of proposals, the selection process will include a public meeting of shortlisted RFP or RFQ/RFP respondents that includes presentations from the respondents. The East Lot selection committee will make a recommendation to the Berkeley City Council based upon selection criteria prepared by the City. Without limiting the City's consideration of other factors, in keeping with the JVP priority to maximize the number of new homes, the number of residential units shall be a positive quantitative factor in the City's evaluation of proposals. The Berkeley City Council shall consider and act upon the East Lot selection committee's recommendation of a developer for the East Lot.

5.3.3. East Lot Developer. The "**East Lot Developer**" is the RFP or RFQ/RFP respondent, if any, selected by the Berkeley City Council who also enters into an ENA or Ground Lease, as applicable, with the City for development of the East Lot.

5.4. West Lot RFP or RFQ/RFP. The RFP or RFQ/RFP for the West Lot shall include, without limitation: (a) a request to proposers to demonstrate (i) how they would incorporate an exhibit honoring the history of the Berkeley Flea Market, (ii) how their proposal addresses the negative impacts to African American residents, businesses, and cultural institutions displaced by construction of the Ashby Station; and (iii) how their proposal would provide a direct connection from the project to Adeline Street; and (b) the applicable minimum onsite Affordable Housing requirements, as set forth in this Agreement; and (c) a request that respondents who would propose a project that includes more than 602 units provide a detailed pro forma demonstrating how the respondent could potentially increase the Affordable Housing of the full project, inclusive of any density bonus units, beyond the required 35% minimum to reach an aspirational goal of up to 50%.

5.4.1. Selection Process. The West Lot evaluation committee will be composed of four BART representatives, two City representatives, and a representative from Equitable Black Berkeley ("**EBB**") approved by the City Manager (total of 7). Following the receipt of proposals, the evaluation process will include a public meeting of shortlisted respondents that includes presentations from the respondents. Without limiting the evaluation committee's or BART's consideration of other factors, the extent to which a proposal would provide a direct connection from the project to Adeline Street shall be a quantitative factor in the evaluation of proposals. In the event that the West Lot evaluation committee concludes that one or more respondents have submitted a satisfactory proposal, the West Lot evaluation committee will recommend the most qualified respondent to the BART General Manager based upon the selection criteria prepared for the RFP or RFQ/RFP. The BART General Manager shall make a recommendation of a developer to the BART Board of Directors which the BART Board of Directors shall consider and act upon.

5.4.2. West Lot Developer. The "**West Lot Developer**" is the RFP or RFQ/RFP respondent selected by BART who also enters into an ENA or Ground Lease Agreements, as applicable, with BART for development of the West Lot. For the avoidance of doubt, references in this Agreement to the West Lot Developer shall include a development team and/or any of its members in the event that more than one developer is duly selected by the BART Board to develop the West Lot.

5.5. West Lot Lease Conditions. The Ground Lease Agreements entered into with the West Lot Developer for the West Lot shall, taken as a whole, include, and BART shall enforce, the following conditions:

5.5.1. All of the West Lot City Funds Conditions, as defined in Article 7.2.

5.5.2. A requirement that development of the West Lot include commercial space in accordance with the requirements of Article 6.1.

5.5.3. At least 50% of the first 602 units shall be Affordable Housing units. In the event that the total residential component of the West Lot project has more than 602 total housing units (whether through density bonus or otherwise), there shall be no fewer than 301 Affordable Housing units and overall at least 35% of new housing units, inclusive of density bonus units, must be affordable to households earning an average of up to 60% of Area Median Income. At least 20% of that 35% must be affordable to Extremely Low Income Households. Of that same 35%, and other than units for Extremely Low Income Households, priority should be given to units for Very Low Income Households and units for Low Income Households, provided that any units within that 35% for Moderate Income Households have rents that are still below market and are not funded by any City subsidies.

5.5.4. Any project receiving the City's Housing Trust Fund ("**HTF**") funding must meet the City's HTF Guidelines.

5.5.5. BART will provide a discount on land costs in keeping with BART's Framework for Financial Return from Affordable Housing ("**Framework**"), provided the lessee utilizes this land discount solely for the benefit of the Affordable Housing components of the West Lot. As described in the Framework, BART will consider a deeper land discount to its determination of Ground Lease rent for affordable units that serve Very Low Income Households, Low Income Households, or transit-dependent populations.

5.5.6. Those provisions of Article 8.2.5(B)(2) and 8.2.6(A)(2), as applicable, related to the Berkeley Flea Market.

5.5.7. A requirement that the Public Infrastructure construction or maintenance costs required to be paid by the West Lot Developer pursuant to Article 8 shall be paid by the West Lot Developer, and that West Lot Developer shall comply with all of the obligations of West Lot Developer set forth in Article 8.

5.5.8. A requirement that West Lot Developer comply with all obligations of West Lot Developer set forth in Article 9, and that any development of the West Lot comply with applicable ODS (as defined herein) to the extent required by this Agreement.

5.5.9. A requirement that the South Plaza Extension shall be included in any development of the West Lot, and that the BART Terrace Improvements shall be included in any development of the West Lot to the extent consistent with project feasibility.

5.5.10. A requirement that the West Lot Developer comply with all applicable mitigation measures adopted in connection with the City's adoption on June 28, 2022 of the

Residential - BART Mixed Use (R-BMU) zoning district ("**2022 Mitigation Measures**") and all applicable standard conditions of approval relied upon in the associated EIR, as set forth in Schedule 5.5 ("**Standard Conditions**").

5.5.11. Substantial construction of the West Lot development contemplated by this Agreement shall commence within 1 year of the signing of the lease.

5.5.12. If the Ground Lease will include Affordable Housing, a term of at least 99 years.

5.6. East Lot Lease Conditions. Any Ground Lease or contract of sale entered into with the East Lot Developer for the East Lot shall include the following conditions:

5.6.1. East Lot City Funds Conditions, as defined in Article 7.3.

5.6.2. A requirement that any development of the East Lot comply with applicable ODS to the extent required by this Agreement.

5.6.3. A requirement that the East Lot Developer comply with all applicable 2022 Mitigation Measures and all applicable Standard Conditions.

5.6.4. At least 35% of new housing units, inclusive of density bonus units, must be affordable to households earning an average of up to 60% of Area Median Income. At least 20% of that 35% must be affordable to Extremely Low Income Households. Of that same 35%, and other than units for Extremely Low Income Households, priority should be given to units for Very Low Income Households and units for Low Income Households, provided that any units within that 35% for Moderate Income Households have rents that are still below market and are not funded by any City subsidies.

5.6.5. Any project receiving the City's Housing Trust Fund ("HTF") funding must meet the City's HTF Guidelines.

5.6.6. A requirement that the Public Infrastructure construction and maintenance costs required to be paid by the East Lot Developer pursuant to Article 8 shall be paid by the East Lot Developer, and that East Lot Developer shall comply with all of the obligations of East Lot Developer set forth in Article 8.

5.6.7. Any Ground Lease for the East Lot for Affordable Housing development shall have a minimum duration of 99 years.

5.7. BART Cooperation re East Lot Entitlements. In the event the City elects to defer the East Lot Close Of Escrow beyond the West Lot Close Of Escrow, BART shall not unreasonably withhold the requisite consents as landowner that may be required for entitlement applications for the East Lot, provided that in no event shall any such consent obligate BART to compensate the City for its costs in processing said entitlement applications, or to defend and indemnify the City for any claims or litigation arising out of the entitlement process. BART shall also not unreasonably withhold issuance of a permit to enter or other standard permit required in connection with providing the City and East Lot Developer access to the East Lot as

may be reasonably required to conduct predevelopment activities, provided that the City and/or East Lot Developer, as applicable, complies with the provisions of said permit.

ARTICLE 6.
COMMUNITY BENEFITS

6.1. West Lot Civic Commercial Uses & Amenities.

6.1.1. The West Lot development shall be required to include a minimum of 5,000 net rentable square feet, based on BOMA ANSI 2017 standards, for ground floor interior space for community-based organizations, non-profits, and/or small and minority-owned businesses, including the Berkeley Flea Market, with triple net lease rents less than or equal to 50% of fair market (triple net) rent during the term of such lease. Tenants for this space, other than the Berkeley Flea Market, may be recommended by the City but are subject to the West Lot Developer's sole discretion.

6.1.2. The West Lot development may incorporate the public artwork by Mildred Howard that was recently commissioned by the City.

6.2. The Berkeley Flea Market. Following the completion of the Adeline Plaza Improvements (1B, 2A, and 3A), the South Plaza Extension (11), and the BART Terrace Improvements (9A and 9B), and consistent with Articles 8.2.5(B) and 8.2.6(A), those areas (or portions thereof as applicable) shall be made available as vending space for the Berkeley Flea Market on terms comparable to the Flea Market Permit, as adjusted for inflation, and potentially for other public markets and microenterprise businesses. The City may allow some portion of adjacent right-of-way to also be utilized to support the Berkeley Flea Market (and other public programming), such as for vendor parking at the curb on weekends. BART will not terminate the Flea Market Permit nor increase its rent until the West Lot Developer requires possession of the West Lot for purposes of commencing construction. If, at that time, the Adeline Main Plaza (1B) is not yet completed, the City will assist the Berkeley Flea Market in identifying and securing a suitable alternate location.

6.3. Community Benefits Fund. The City intends to require that a portion of net project profit from the East Lot mixed income or market rate development parcels be allocated to create a reparative community benefits fund for South Berkeley residents, as follows: By the earlier of (i) the beginning of the fourth year after a temporary certificate of occupancy is approved for a market rate or mixed income parcel on the East Lot, or (ii) stabilization (i.e., 95% occupancy) is achieved for such parcel, the developer of the parcel shall fund its pro rata share, as calculated pursuant to the next sentence, of an $150,000 contribution to the community benefits fund, to be paid annually on the anniversary of the date the first payment was due, with annual cost of living adjustments of no less than 3.0% per annum. The percentage of the total to be paid by each qualifying parcel shall be calculated by dividing the parcel's net rentable or net sellable square footage by the total net rentable or net sellable square footage of all market rate or mixed income development approved or proposed on the East Lot. The final terms of any community benefits fund shall be established by the City in its sole discretion.

ARTICLE 7.
CITY FUNDING

7.1. City Provision Of Affordable Housing Funds. During the term of this Agreement, and subject to the provisions of this Agreement, City intends to make available a total of $53 million for Affordable Housing on the East Lot, West Lot, and the North Berkeley BART station, including up to $4 million in predevelopment funds (collectively the "**City Funds**"). Of these City Funds, City intends to dedicate $18.5 million for Affordable Housing on the West Lot and $8.0 million for Affordable Housing on the East Lot.

7.1.1. Predevelopment Funds. As part of the developer selection processes, up to $2,000,000 in City pre-development loan funds are expected to be made available, with half of the proceeds available to the West Lot Developer and half of the proceeds available to the East Lot Developer.

7.1.2. City Council Approval Required. City Council approval shall be required for each award, grant, loan, or other transfer of City Funds for Affordable Housing on the East Lot or West Lot.

7.1.3. Discretion to Condition City Funds. City may make City Funds for Affordable Housing subject to affordability requirements, project milestones, objective design standards, and other standard requirements set forth in funding agreements or regulatory agreements between City and West Lot Developer or East Lot Developer, which may be recorded against the applicable developer's Ground Lease interest in the West Lot or East Lot, respectively, and be enforced by City.

7.2. West Lot City Funds Conditions. City shall condition all City Funds for Affordable Housing on the West Lot on the covenants, conditions, and restrictions in Schedule 4.3.4 and those additional conditions in Schedule 7.2 (together "**West Lot City Funds Conditions**").

7.3. East Lot City Funds Conditions. City shall condition all City Funds for Affordable Housing on the East Lot on the on the covenants, conditions, and restrictions in Schedule 4.3.3 and those additional conditions in Schedule 7.3 (together "**East Lot City Funds Conditions**").

ARTICLE 8.
PUBLIC INFRASTRUCTURE; SPECIAL FUNDING MECHANISMS

8.1. General Provisions

8.1.1. Public Infrastructure Definitions. Future transit-oriented development at the Ashby BART station, the East Lot, and the West Lot will require substantial investments in public infrastructure, which may include, but is not limited to, reconfiguration of Adeline Street, Woolsey Street, Ashby Avenue, and Martin Luther King Junior Way ("**MLK**"); plaza improvements along Adeline Street and extensions of the plaza to connect to the new development; BART rider parking for vehicles and bicycles; new pedestrian, bicycle, transit, and passenger loading; lighting; station improvements necessitated by the West Lot project including

but not limited to a new station entry plaza, stairs, ramping, and Traction Power Substation ("**TPSS**") access area and crane area; an Eastside Elevator; and vehicular access roads (individually or collectively "**Public Infrastructure**"). Public Infrastructure does not include infrastructure necessary to serve a specific development parcel, the cost of which shall be borne by the East Lot Developer or by the West Lot Developer, as applicable. Public Infrastructure also does not include BART's construction or operation of a new TPSS, which is anticipated to be on the West Lot.

8.1.2. Infrastructure Map. The location of certain specific Public Infrastructure and TPSS Improvements anticipated to be needed for the development of the West Lot are depicted on Schedule 8.1.2 ("**Infrastructure Map**"). The "**TPSS Improvements**" consist of improvements 7A and 7B as depicted on the Infrastructure Map. Public Infrastructure shown in the Infrastructure Map consists of the following categories:

A. Roadway Reconfigurations. The "**Roadway Reconfigurations**" consist of improvements:

(1) 1A ("**Adeline Street Reconfiguration**"), and

(2) 3B ("**MLK/Adeline/Woolsey Intersection Redesign**").

B. Adeline Plaza Improvements. The "**Adeline Plaza Improvements**" consist of improvements:

(1) 1B ("**Adeline Main Plaza**"),

(2) 2A ("**Ashby/Adeline Corner Plaza**"), and

(3) 3A ("**MLK/Adeline/Woolsey Plaza**").

C. Adeline Plaza Extensions. The "**Adeline Plaza Extensions**" consist of improvements:

(1) 11 ("**South Plaza Extension**"), and

(2) 2B ("**Ashby/Adeline Corner Plaza Extension**").

D. BART Terrace Improvements. The "**BART Terrace Improvements**" consist of improvements:

(1) 9A ("**Existing BART Terrace**"), and

(2) 9B ("**BART Terrace Extension**")

E. Sidewalk Improvements. The "**Sidewalk Improvements**" consist of improvements:

(1) 15 ("**Ashby Sidewalk Widening**"),

(2) 16 ("**MLK Sidewalk Widening (north)**"), and

(3) 17 ("**MLK Sidewalk/Bikeway Widening (south)**")

F. BART Improvements. The "**BART Improvements**" consist of improvements:

(1) 4B ("**Required Emergency Access**"),

(2) 5 ("**TPSS Access Area**"),

(3) 6 ("**Station Entrance Plaza**"),

(4) 8 ("**North Plaza Stair (to be rebuilt)**"),

(5) 10 ("**South Plaza Stair (to be rebuilt)**"),

(6) 12 ("**South Platform Egress Stair and BART Storage (access to be reconfigured)**"),

(7) 13 ("**BART Vents (to be extended above plaza)**"), and

(8) 14 ("**ADA/Bike Ramp (new)**").

8.1.3. Expected Funding Sources. The funds to construct and maintain Public Infrastructure and the TPSS Improvements are expected to come from a combination of sources. The responsibilities and priorities of the parties with respect to constructing, maintaining, and seeking funding for Public Infrastructure and the TPSS Improvements shall be as set forth in the body of this Agreement and in the matrix attached hereto as Schedule 8.1.3 ("**Infrastructure Matrix**"). To the extent there is a conflict between the body of this Agreement and the Infrastructure Matrix, the body of this Agreement shall control.

8.1.4. Financing Strategy. The Parties understand that available funding sources, financing estimates, and economic conditions could change as this Project proceeds. The Parties shall cooperate to prepare a mutually agreeable financing strategy for Public Infrastructure that will respect the priorities for external funding identified in this Agreement, except to the extent the parties agree that flexibility is needed to maximize the external funding available for Public Infrastructure. BART shall require the West Lot Developer to collaborate with the Parties in preparing the financing strategy. Failure of the Parties and the West Lot Developer to prepare such a financing strategy shall not preclude either party from applying for external funding nor relieve either party of the obligations identified in this Agreement to cooperate on funding applications. The Parties acknowledge that the financing strategy may need to be updated over time to reflect availability of financing sources.

8.1.5. Overall Responsibilities of the Parties. Except as otherwise provided in this Agreement, BART and/or the West Lot Developer shall be responsible for constructing and maintaining the TPSS Improvements (7A and 7B) and the Public Infrastructure on the West Lot, the City and/or the East Lot Developer shall be responsible for constructing and maintaining

Public Infrastructure on the East Lot, and the City shall be responsible for constructing and maintaining the Roadway Reconfigurations and the Adeline Plaza Improvements. The parties shall take future maintenance costs into consideration when designing and costing Public Infrastructure.

8.1.6. External Funding Opportunities. Throughout the development process, BART, the City, the West Lot Developer, and the East Lot Developer shall collaborate on securing funding for Public Infrastructure. Such collaboration may include, for example, coordination on the scope and requests for applications to State funding sources that support transit-oriented development such as the Affordable Housing & Sustainable Communities ("**AHSC**"), Infill Infrastructure Grants ("**IIG**"), and Transit and Intercity Rail Corridor ("**TIRCP**") programs. The anticipated external funding sources for each of the Public Infrastructure are identified in, but shall not be limited to, those sources listed in the Infrastructure Matrix. To the extent external funding opportunities are limited, first priority for use of grant funds shall be given to "essential" improvements, second priority shall be given to "high priority" improvements, and third priority shall be given to "medium priority" improvements, as those priorities are identified in the Infrastructure Matrix. BART and the City shall make good faith efforts to develop an infrastructure grant funding strategy that seeks to maximize the total amount of grant funding available for the essential improvements.

8.2. Specific Public Infrastructure Improvements.

8.2.1. Eastside Elevator. BART may, but is not required to, determine whether it is necessary to make upgrades to the elevator on the east side of Adeline Street that is used by BART riders to access the station (the "**Eastside Elevator**"). In the event that BART, in its sole discretion, determines that upgrades to the Eastside Elevator are necessary, BART shall be responsible for securing grants or other funding for such upgrades. To the extent necessary, and as a showing of good faith, the City or the East Lot Developer will cooperate with BART in seeking external funding to support BART-related infrastructure needs necessitated by the East Lot project. However, if external funding is unavailable, neither the City nor the East Lot developer shall be responsible for construction or maintenance funding for BART-related infrastructure.

8.2.2. Adeline Plaza Improvements (1B, 2A, and 3A). Adjacent to the West Lot, within the City's right of way, the City shall be responsible for constructing and maintaining Adeline Plaza Improvements (Adeline Main Plaza, Ashby/Adeline Corner Plaza, and MLK/Adeline/Woolsey Plaza), including improvements related to the anticipated flea market space, which may include, but are not limited to, public open plazas, plantings, and green space. The City, BART, and the West Lot Developer shall collaborate on securing funding for the Adeline Plaza Improvements with the goal of marshalling financial resources from external sources (such as from the county, region, or state) and, for Adeline Main Plaza (1B), through the City's formation of an Enhanced Infrastructure Financing District ("**EIFD**") for the West Lot, which is more particularly described in Article 8.3.1 below. For purposes of determining priority in allocating EIFD funds or external funding for the project, the Adeline Main Plaza (1B) is considered essential to the project, the Ashby/Adeline Corner Plaza (2A) is considered high priority, and MLK/Adeline/Woolsey Plaza (3A) is considered medium priority.

8.2.3. TPSS Improvements.

A. Location. The TPSS Improvements shall be constructed in the locations shown as 7A and 7B on the Infrastructure Map, provided that, if BART believes a material change in location is necessary, BART shall meet and confer with City before materially altering the TPSS location and shall work in good faith to address any concerns with the revised location that the City may identify.

B. Costs. All direct, indirect, and ongoing operating costs associated with the TPSS Improvements shall be the sole responsibility of BART. Any increased TPSS infrastructure construction or operating costs that may result from modifications to the TPSS location shall be the sole responsibility of BART; neither the City nor the East Lot developer shall be responsible for such costs.

C. Access. The TPSS Access Area (5) is expected to provide the crane access required for TPSS maintenance. BART shall not use the existing Adeline Street sidewalk or future Adeline Plaza Improvements for crane access unless BART provides temporary or permanent supports sufficient to support the crane, at BART's sole cost and expense.

D. TPSS Screening Improvements. The TPSS Improvements shall include decorative fencing with artistic treatments or other mutually agreeable screening treatment, along Adeline Street, and along the public facing edges at the north and south ends of the replacement TPSS, to screen the replacement TPSS from pedestrians (the "**TPSS Screening Improvements**"). BART shall be responsible for the construction and maintenance of the TPSS Screening Improvements. The City shall cooperate with BART in seeking external funding for the TPSS Screening Improvements, but the obligation to construct and maintain the improvements shall not be contingent on the availability of such funding.

8.2.4. West Lot BART Improvements and BART-Related Infrastructure. BART shall support the West Lot Developer in seeking external funding to pay for the BART Improvements and any other BART-related infrastructure needs necessitated by new development on the West Lot that may result in costs above and beyond those a developer would incur on similar privately-owned property. To the extent these external funding sources are not sufficient to cover the costs of such BART-related infrastructure, such funding shortfall shall be considered a factor affecting project feasibility for purposes of this Agreement. BART shall also be responsible for, and may seek external funding for, any necessary upgrades to ventilation, lighting, vertical circulation, utilities, or other BART-related infrastructure, provided that the ultimate responsibility as between BART and West Lot Developer for such BART-related infrastructure shall be determined by BART in its sole discretion and may be delegated in whole or in part to the West Lot Developer. The City shall have no responsibility for the construction or maintenance of the BART Improvements or any other BART-related infrastructure on the West Lot.

8.2.5. Adeline Plaza Extensions (11 and 2B). The Adeline Plaza Extensions consist of the South Plaza Extension (11) and the Ashby/Adeline Corner Plaza Extension (2B). South Plaza Extension is an extension of the southern portion of the Adeline Main Plaza by

providing an expanded plaza area and/or public accessways on the West Lot. The South Plaza Extension (11) shall comprise at least 4,800 square feet, and shall be extended as necessary to bridge any gap and connect with the adjacent TOD building. The Ashby/Adeline Corner Plaza Extension (2B) is an extension of Ashby/Adeline Corner Plaza (2A), at the intersection of Adeline Street and Ashby Avenue, and shall connect Ashby/Adeline Corner Plaza (2A) to the adjacent TOD building through an expanded plaza area and/or public accessways on the West Lot.

A. Purpose. The intended purpose of the Adeline Plaza Extensions is to provide at-grade pedestrian connectivity between the Adeline Plaza Improvements and one or more new TOD buildings with commercial and/or residential uses having frontages that support activation of the Adeline Main Plaza (1B), and that complement market activities there. The Adeline Plaza Extensions shall be improved with elements such as a wider sidewalk, outdoor seating area, outdoor dining area, landscaping, or other usable open space.

B. Use by Berkeley Flea Market. At least 50% of the area of the South Plaza Extension shall be publicly accessible open space. The publicly accessible portion of the South Plaza Extension shall be made available for nonexclusive use by the Berkeley Flea Market.

(1) In the event that BART rather than the West Lot Developer retains possession of the portion of the South Plaza Extension to be made available for nonexclusive use the Berkeley Flea Market, the Berkeley Flea Market's use shall be via a "Concession Permit" (or a similar document permitting the Berkeley Flea Market use) issued by BART, on financial terms comparable to the Flea Market Permit, as adjusted for inflation, and subject to the Berkeley Flea Market materially satisfying all requirements thereunder, including but not limited to review and approval of the proposed use, which permit shall not be unreasonably withheld.

(2) In the event that the West Lot Developer's Ground Lease grants it possession of the portion of the South Plaza Extension to be made available for nonexclusive use by the Berkeley Flea Market, that Ground Lease shall obligate the West Lot Developer to make at least 50% of the area open and available to the public, and to, at the Berkeley Flea Market's option, enter into an agreement for the use of at least 50% of the area of the South Plaza Extension by the Berkeley Flea Market on financial terms comparable to the Flea Market Permit, as adjusted for inflation, and subject to the terms of the Ground Lease and to the Berkeley Flea Market satisfying all reasonable requirements of the West Lot Developer.

(3) The 50% area to be used by the Berkeley Flea Market shall be configured to avoid interference with required building emergency egress and BART rider ingress/egress.

C. Delivery. The South Plaza Extension (11) is considered essential to the West Lot development and shall be included in the final project. The Parties acknowledge that the technical issues involved in providing at-grade pedestrian connectivity between a new TOD building and Adeline Street, and the costs associated therewith, have not been fully evaluated at this time. BART shall use good-faith efforts to work with the West Lot Developer to ensure that the final project will deliver at-grade pedestrian connectivity between a new TOD

building and Adeline Main Plaza (1B) using high quality design and materials; provided that, in the event of a funding shortfall, BART, City and West Lot Developer shall work in good faith to identify value-engineering and other cost saving measures as provided in paragraph iii below. The Ashby/Adeline Corner Plaza Extension (2B) is considered a high priority improvement and shall be included in the final project to the extent consistent with project feasibility.

D. Funding. The City, BART, and the West Lot Developer shall collaborate on securing external funding for the Adeline Plaza Extensions (such as from the county, region, State, or federal government). In addition, the South Plaza Extension (11), to the extent eligible for EIFD funding under State law, shall be given priority among plaza extensions for EIFD funding as more particularly described in Article 8.3, below, contingent upon West Lot Developer committing to a capital contribution of no less than $1 million for the South Plaza Extension.

E. Funding Shortfall. If revenues from the EIFD (including related interim bridge financing) and external funding sources are insufficient (or unavailable) to fund the South Plaza Extension, the parties will meet and confer to discuss value engineering measures to ensure the economic feasibility of the West Lot development; provided, however, that in no event shall the South Plaza Extension be constructed using low-quality materials. The West Lot Developer shall be responsible for the costs of constructing the Adeline Plaza Extensions in the event of any funding shortfalls. Neither City nor BART shall be required to contribute funds towards the Adeline Plaza Extensions.

F. CFD Bridge Financing: The Parties acknowledge that EIFD funds may not be available until after the improvements associated with the West Lot project are complete and on the tax rolls. The parties will collaborate on a plan to provide bridge financing through creation of a CFD or other financing mechanism to be offset, reimbursed, or refinanced when EIFD revenues become available. The City shall be responsible for the maintenance of the public portions of the Adeline Plaza Extensions, which shall be funded by the CFD identified in Article 8.3. Any portions of the Adeline Plaza Extensions which are for the exclusive use of the West Lot project shall be maintained by the West Lot Developer.

8.2.6. BART Terrace Improvements (9A and 9B). The BART Terrace Improvements consist of improvements to the Existing BART Terrace (9A) abutting the proposed Adeline Plaza, and any BART Terrace Extension (9B) necessary to connect the Existing BART Terrace to the adjacent TOD Building. As with the Adeline Plaza Extensions, the purpose of any BART Terrace Extension is to provide at-grade pedestrian connectivity between the Adeline Plaza Improvements and one or more new TOD buildings with commercial and/or residential uses having frontages that support activation of the Adeline Main Plaza (1B), and that complement market activities there.

A. Use by Berkeley Flea Market. The Existing BART Terrace shall be publicly accessible open space, and at least 50% of the area shall be made available for nonexclusive use by the Berkeley Flea Market.

(1) In the event that BART rather than the West Lot Developer retains possession of the portion of the Existing BART Terrace to be made available for nonexclusive

use by the Berkeley Flea Market, the Berkeley Flea Market's use shall be via a "Concession Permit" (or a similar document permitting the Berkeley Flea Market Use) issued by BART, on financial terms comparable to the Flea Market Permit, as adjusted for inflation, and subject to the Berkeley Flea Market materially satisfying all requirements thereunder, including but not limited to review and approval of the proposed use, which permit shall not be unreasonably withheld.

(2) In the event that the West Lot Developer's lease grants it possession of the portion of the Existing BART Terrace to be made available for nonexclusive use by the Berkeley Flea Market, BART's Ground Lease shall obligate the West Lot Developer to make the area open and accessible to the public, and, at the Berkeley Flea Market's option, to enter into an agreement for the use of at least 50% of the area of the Existing BART Terrace by the Berkeley Flea Market on financial terms comparable to the Flea Market Permit, as adjusted for inflation, and subject to the terms of the Ground Lease and to the Berkeley Flea Market satisfying all reasonable requirements of the West Lot Developer.

(3) The 50% area to be used by the Berkeley Flea Market shall be configured to avoid interference with building emergency egress, and BART rider ingress/egress.

B. Delivery. BART and/or the West Lot Developer shall be responsible for constructing any improvements to the Existing BART Terrace and, if it is included in the final West Lot project design, for constructing the BART Terrace Extension. EIFD funding may be made available for eligible BART Terrace Improvements if external funding is insufficient to cover construction costs, consistent with the priorities in Article 8.3.1 below. The BART Terrace Improvements are considered a high priority and shall be included in the final West Lot project to the extent consistent with project feasibility.

8.2.7. Roadway Reconfigurations (1A and 3B).

A. Overview. The City's Adeline Street Transportation Improvements Project is expected to repurpose two of the existing four traffic lanes to create a new public pedestrian plaza and protected bikeways, along with upgraded traffic signal infrastructure and enhanced public transit operations on Adeline Street. The project scope of work includes redesigning the intersections of Adeline/Ashby and MLK/Adeline/Woolsey adjacent to Ashby BART. The component of the project to reconfigure Adeline Street is identified in the Infrastructure Map as 1A (Adeline Street Reconfiguration), and the component to reconfigure the MLK/Adeline/Woolsey intersection is identified in the Infrastructure Map as 3B (MLK/Adeline/Woolsey Intersection Redesign).

B. Funding of Roadway Reconfigurations. The Adeline Street Reconfiguration (1A) is considered essential to the project. Existing funding for the Adeline Street Reconfiguration is through Preliminary Engineering only, and funding for subsequent engineering design and construction phases has not yet been identified. The City and BART shall work collaboratively to identify funding for remaining project phases. The MLK/Adeline/Woolsey Intersection Redesign (3B) is considered a high priority improvement. The West Lot Developer shall collaborate with the City on securing funding for the Roadway Reconfigurations, including, for example, by coordinating on the scope and requests for applications to state funding sources. However, the costs of the Roadway Reconfigurations shall

not be borne by BART or the West Lot Developer, but rather by grants, subsidies, or other publicly available funding sources.

8.2.8. Sidewalk Improvements (15, 16, and 17). The Sidewalk Improvements consist of the widening of the sidewalks along Ashby Avenue and MLK Way, and the widening of the sidewalk and construction of a new protected bikeway along MLK Way at the southern portion of the West Lot. The Sidewalk Improvements have a medium priority. West Lot Developer is responsible for the construction of the Sidewalk Improvements and the costs thereof. The City shall be responsible for maintenance of the improved sidewalks.

8.2.9. BART Rider Parking. BART rider parking on the West Lot shall be the sole responsibility of BART and shall be within the sole discretion of BART, except that BART shall commit to providing ADA parking spaces in a quantity sufficient to meet user demand (up to the current amount at the station [16]), but in no event fewer than the quantity required by law. BART will monitor ADA space occupancy during the conceptual design process to determine the appropriate number of ADA spaces prior to construction. BART shall not require BART rider parking, including ADA parking, on the East Lot. The City, at its sole discretion and subject to any required public process and approvals, may elect to accommodate some or all of BART's ADA parking obligation within the City's right of way for the purpose of reducing costs and allowing external funding to be directed to other Public Infrastructure.

8.2.10. Coordination and Construction Process. The City, BART, and the West Lot Developer shall endeavor to coordinate the design and construction of the Roadway Reconfigurations, Adeline Plaza Improvements, the Adeline Plaza Extensions, the BART Improvements, and any other public infrastructure necessary for the project that may affect those improvements, to promote efficiency, seek compatibility of design and materials, and minimize conflicts with other City projects. To facilitate coordination and increase efficiency, the City, BART, and/or the West Lot Developer may enter into construction and reimbursement agreements providing for a single party to construct multiple improvements concurrently, with costs allocated as provided in this Agreement. However, development of the West Lot project and necessary Public Infrastructure may proceed prior to completion of the Roadway Reconfigurations and the Adeline Plaza Improvements. Additionally, nothing in this Agreement is intended to bar the City from assessing any regular public works fees associated with processing development permits and mitigating development impacts.

8.2.11. Maintenance Responsibility for BART-Related Infrastructure. BART shall be responsible for the costs of maintaining any BART-related infrastructure, such as the Eastside Elevator, the TPSS, and the BART Improvements, regardless of whether such infrastructure is on the East Lot, the West Lot, or within the City's right of way, with the exception of any on-street ADA parking spaces, which shall be maintained by the City.

8.3. Special Funding Mechanisms for Public Infrastructure

8.3.1. West Lot EIFD. The City will make good faith efforts to pursue formation of an EIFD over the West Lot to improve the economic feasibility of development on the West Lot and potentially increase the level of Affordable Housing on the site. The City commits to making a good faith effort to form the EIFD within 12 months of approval of the entitlements for

the West Lot Project. BART and the West Lot Developer shall provide the requisite consents to (and refrain from protesting) formation. Priority of funds will be as follows:

A. (a) Adeline Main Plaza (1B) and (b) the South Plaza Extension (11) (to the extent eligible under state law, and contingent upon West Lot Developer committing to a capital contribution of no less than $1 million for the South Plaza Extension).

B. The BART Terrace Improvements (9A and 9B) and Ashby/Adeline Corner Plaza (2B).

C. Public Infrastructure costs with no other available funding source, but excluding the BART Improvements or any other BART-related infrastructure (such as BART rider parking or the Eastside Elevator).

D. Affordable Housing funding gap for units in excess of the City's current inclusionary housing ordinance requirement.

E. Tax increment "pay as you go" financing to reimburse the West Lot Developer for eligible capital and maintenance costs for improvements financed by the EIFD.

8.3.2. East Lot EIFD. The City may, in its discretion, form an EIFD on the East Lot to improve the economic feasibility of development on the East Lot. The City may use the proceeds from the East Lot EIFD for any eligible costs associated with the East Lot development, provided that the funds shall not be applied toward any BART-related infrastructure.

8.3.3. Community Facilities District. The City's costs of maintaining the Adeline Plaza Improvements and the Adeline Plaza Extensions shall be covered by a CFD to be formed consisting solely of the West Lot, to fund ongoing maintenance responsibilities carried out by the City. The CFD shall only cover maintenance expenses for the public portions of the Adeline Plaza Extensions; it shall not cover maintenance of any portion that is for the exclusive use of the West Lot project.

A. Formation. BART shall file a petition with the clerk of the Berkeley City Council pursuant to section 53318(c) of the Government Code, and City shall then comply with its obligation to institute the proceedings to establish the CFD and otherwise comply with the procedures to create a CFD under Article 2 of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code. The Parties will collaborate on developing the local goals and policies and, with the West Lot Developer, on determining the CFD's rate and method of apportionment, which determination shall take into account the impact that such additional tax burden will have on the feasibility of the West Lot Project. BART will vote (and, if applicable, require West Lot Developer to vote) in favor of formation of the CFD.

B. Future Project Feasibility. The Parties acknowledge that a CFD will impact the feasibility of the Project by increasing the tax burden on the West Lot, and agree to seek external funding sources if the CFD cannot feasibly generate enough revenue to cover the maintenance costs of the Adeline Plaza Improvements and Adeline Plaza Extensions.

ARTICLE 9.
OBJECTIVE DESIGN STANDARDS

9.1. General. City intends to adopt new binding objective design standards ("**ODS**") applicable to the West Lot and East Lot, respectively, to allow the City, community, BART, and developers to have a strong voice in the design quality of the development at the Ashby Station. Those ODS shall be made applicable to the West Lot Developer and East Lot Developer through any mechanisms allowable by law, including permit conditions, the West Lot and East Lot Covenants, and this Agreement, and compliance with those ODS may be made a condition of disbursement of the City Funds. Except as otherwise provided in Schedule 9.2.1, and with respect to the West Lot only, BART shall ensure that ODS apply to development notwithstanding the availability of waivers, incentives, or other exceptions to development standards that may be available under law. This Article describes the nature and process for the West Lot ODS. The process and content of any ODS for the East Lot shall be determined by City in its sole discretion provided that the ODS must allow for at least 248 units and at least 300 bedrooms.

9.2. Development of West Lot ODS.

9.2.1. ODS Requirements. ODS for the West Lot (**"West Lot ODS**") shall be developed that comply with the ODS requirements ("**ODS Requirements**") of Schedule 9.2.1. Main topics in the ODS may include but are not limited to:

A. Public realm improvements;

B. Building form and massing;

C. Building façade design; and

D. Open space and landscape.

9.2.2. Capacity Study. A capacity study ("**Capacity Study**") is incorporated into this Agreement as Schedule 9.2.2. The Capacity Study establishes the net developable area of the West Lot for purposes of determining the compliance of the ODS with the ODS Requirements.

9.2.3. ODS Process. The process for adoption of ODS shall occur in three phases: (i) the "**Preliminary ODS**", (ii) the "**Final ODS**", and (iii) the approval by the City Council of the Final ODS, with any modifications approved by the Council. The public and BART shall be given an opportunity to review and comment on all three phases, and the West Lot Developer will be given an opportunity to review and comment following developer selection. City shall consider the input of the public, BART, and the West Lot Developer in the preparation of Final ODS to be considered for adoption by the Planning Commission and City Council, and shall make a good faith effort to address any objections raised by BART and the West Lot Developer relating to the impact of ODS on project feasibility or design.

9.2.4. Preliminary ODS. Raimi & Associates ("**Raimi**") and City shall complete the Preliminary ODS for the West Lot by November 19, 2024, or by the Effective Date,

whichever is later, in advance of the release of the RFP or RFQ/RFP so that it may be included as an exhibit to the RFP or RFQ/RFP.

9.2.5. Final ODS. Prior to submitting proposed Final ODS to the Planning Commission, the City shall provide the Final ODS to BART and the West Lot Developer. If BART or the West Lot Developer object to any of the proposed Final ODS based on noncompliance with ODS Requirements, they shall submit such objections to the City, along with an explanation of the basis for the objections, within fifteen (15) business days of receipt. If objections are timely submitted, the City, BART and West Lot Developer shall promptly meet and confer in good faith to resolve the objections and make any revisions before the proposed Final ODS are submitted to the Planning Commission. If BART or West Lot Developer believes the Final ODS recommended by the Planning Commission for approval by Council would not comply with the ODS Requirements, BART or West Lot Developer shall have fifteen (15) business days following the Planning Commission's recommendation to submit their objections to the City, along with an explanation of the basis for them, and the City, BART, and the West Lot Developer shall promptly meet and confer in good faith to resolve them prior to submittal to the City Council. If no objections based on the ODS Requirements are raised within the applicable fifteen (15) business day period, or if timely raised objections are resolved through the meet and confer process, the Final ODS approved by Council will be deemed to satisfy the requirements set forth in the ODS Requirements unless modified by Council in a manner that affects compliance with the ODS Requirements. Nothing in this paragraph is intended to limit the ability of BART or West Lot Developer to provide comments on the Preliminary or Final ODS at any time prior to final approval, or to raise concerns or objections to the ODS based on considerations other than compliance with the ODS Requirements.

9.2.6. Approval of West Lot ODS. Once a complete draft of Final ODS has been prepared and the process for resolving any objections described in this Article has been completed, City staff will submit the draft Final ODS to the Planning Commission for recommendation. Following the Planning Commission's recommendation and completion of the process for resolving objections to that recommendation, the City shall submit the Final ODS for the West Lot to the City Council for adoption no later than nine months after the execution of the ENA for the West Lot ("**Approval Period**"). Should the City believe that, due to a force majeure event (including but not limited to war, terrorist attack, pandemic, natural disaster, or other similar occurrence beyond the City's control), the City is unable to adopt West Lot ODS within the Approval Period, the City may request an extension of the Approval Period from BART not more than 30 days after the commencement of the force majeure event, which request shall identify the force majeure event and specify how it has affected the City's ability to adopt West Lot ODS within the Approval Period. The extension of the Approval Period requested shall be of a duration equal to the duration of the impact of the force majeure event on the City's ability to adopt the West Lot ODS. BART's approval of an extension request shall not be unreasonably withheld.

9.3. Funding of ODS. The City shall bear full responsibility for any costs to develop ODS on the East or West Lot in excess of the currently available grant funding or those costs incurred after the grant expenditure deadline.

ARTICLE 10.
REPRESENTATIONS AND WARRANTIES

10.1. Representations and Warranties of BART. The execution of this Agreement by City is made in material reliance on the following representations and warranties made by BART:

10.1.1. Other than the Flea Market Permit and the Reciprocal Easement Agreement, no portion of the East Lot or West Lot is subject to a lease, license, or any other occupancy agreement.

10.1.2. To BART's actual knowledge, there are no matters affecting record title to the East Lot or West Lot that are not shown in the 2024 PTRs.

ARTICLE 11.
NO NEW CONTRACTS OR ENCUMBRANCES

11.1. New Contracts; Contract Modifications; Encumbrances. Other than as provided in this Agreement, neither Party shall enter into any leases, contracts to sell, or other agreements, amendments, waivers, modifications or consents affecting title to the East Lot that will survive the East Lot Close of Escrow or affecting title to the West Lot that will survive the West Lot Close Of Escrow, or that otherwise affect the use, operation or enjoyment of the East Lot or the West Lot after the Closing. Neither Party shall voluntarily create or suffer any additional liens, encumbrances, covenants, conditions, obligations, burdens, easements, rights of way affecting the East Lot or West Lot that will survive the closing as to that lot.

ARTICLE 12.
TERMINATION; DEFAULT

12.1. Termination. Any of the following events shall constitute a ground to terminate ("**Termination Ground**"):

12.1.1. No developer submits a timely response to the West Lot RFP or RFQ/RFP that meets all the applicable requirements of this Agreement, or the West Lot evaluation committee determines that none of the responses to the West Lot RFP or RFQ/RFP should be recommended to BART's General Manager, and BART does not issue a revised West Lot RFP or RFQ/RFP within 1 year of the original submittal deadline, and City reasonably concludes that no developer is likely to submit a response that meets all the applicable requirements of this Agreement.

12.1.2. No developer submits a timely response to the East Lot RFP or RFQ/RFP that meets all the applicable requirements of this Agreement, or the East Lot evaluation committee determines that none of the responses to the East Lot RFP or RFQ/RFP should be recommended, and the City does not issue a revised East Lot RFP or RFQ/RFP within 1 year of the original submittal deadline, and BART reasonably concludes that no developer is likely to submit a response that meets all the applicable requirements of this Agreement.

12.1.3. No Ground Lease of the West Lot with the West Lot Developer is executed within 7 years of the Effective Date and City reasonably concludes that no Ground Lease of the West Lot is likely to be executed.

12.1.4. No Ground Lease or other conveyance of the East Lot with the East Lot Developer is executed within 7 years of the Effective Date and BART reasonably concludes that no Ground Lease or other conveyance of the East Lot is likely to be executed.

12.1.5. Construction has not begun on the West Lot within 1 year of the Effective Date of the execution of a Ground Lease with the West Lot Developer.

12.1.6. Construction has not begun on the East Lot within 1 year of the execution of a Ground Lease with the East Lot Developer.

12.2. Meet and Confer. Upon written notice by one Party to the other Party of the occurrence of any Termination Ground, the Parties shall meet and confer in good faith for a period of not less than 6 months (unless an earlier resolution is reached) to try to resolve the issue, including by an amendment to this Agreement. This meet-and-confer period may be extended for additional 6-month periods upon the mutual agreement of both Parties. No Party may invoke any remedies at law or in equity arising from or relating to any Termination Ground before the procedures described by this Article 12.2 are tried and are unsuccessful in resolving the Termination Ground. Any statutes of limitations or other limitations periods arising from or relating to any Termination Ground shall be tolled while the procedures described by this Article 12.2 are being pursued.

12.3. Failure to Reach Agreement Before Commencement of Construction. If, following the procedures in Article 12.2, the Parties cannot reach agreement, and construction has not begun on either the East Lot or the West Lot, the Parties shall take the following steps to unwind this transaction, which shall be specifically enforceable:

12.3.1. Execute and record the "**West Lot Notice Of CC&R Termination**" in Schedule 12.3.1;

12.3.2. Execute and record the "**East Lot Notice Of CC&R Termination**" in Schedule 12.3.2;

12.3.3. City shall execute a grant deed for the East Lot to BART;

12.3.4. BART shall execute an air rights option for the West Lot to City in substantially the same form as the Air Rights Option.

12.4. Failure to Reach Agreement After Commencement of Construction. If, following the procedures in Article 12.2, the Parties cannot reach agreement, and construction has begun on either the East Lot or the West Lot, the Parties may pursue any remedies at law or in equity arising from any Termination Ground.

12.5. Remedies For Material Breach. No Party may bring any action at law or in equity for other material breaches of this agreement without first giving the other Party written notice and a 30-day opportunity to cure.

ARTICLE 13.
DISCLAIMERS; RIGHT TO PHASE 2 ASSESSMENT

13.1. No Reliance on Documents. Neither Party makes any representations or warranties as to the truth or accuracy of any materials, data or information delivered by one to the other in connection with the transaction contemplated hereby; (b) all materials, data and information delivered in connection with the transaction contemplated hereby are provided as a convenience only and any reliance on or use of such materials, data or information shall be at that Party's sole risk; and (c) no Party, affiliate, or the person or entity which prepared any report or reports delivered by either Party shall have any liability for any inaccuracy in or omission from any such reports.

13.2. East Lot Phase 2 Assessment. Within 6 months of the Effective Date, City shall have the right to conduct a Phase 2 environmental site assessment on the East Lot, subject to a BART permit to enter and inspect, which shall not be unreasonably refused. The costs of that assessment shall be split between BART and City. The East Lot Close Of Escrow shall not occur before the completion of that assessment. If the assessment finds any soil or groundwater contamination on the East Lot, City shall have the right in its sole discretion to terminate this agreement. If City exercises this termination option, City and BART shall take all measures necessary to return the parties to the status quo ante prior to the Effective Date.

ARTICLE 14.
MISCELLANEOUS

14.1. Assignment. Subject to the provisions of this Article 14.1, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

14.2. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice may be given by electronic mail, deemed given upon sending, provided such notice is concurrently delivered by one of the methods set forth in the initial sentence of this Article. The initial addresses for notices given pursuant to this Agreement shall be as follows:

If to BART: Director of Transit-Oriented Development
BART
2150 Webster St.
Oakland, CA 94612

With copy to:	BART Office of the General Counsel 2150 Webster St. Oakland, CA 94612
If to City:	Farimah Brown City Attorney City of Berkeley 2180 Milvia Street Berkeley, CA 94704 Email: fbrown@cityofberkeley.info
With copy to:	
If to Escrow Holder:	Old Republic Title Company

14.3. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

14.4. Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, except to the extent expressly provided herein.

14.5. Further Assurances; Cooperation. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the East Lot Close Of Escrow and the West Lot Close Of Escrow, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement.

14.6. Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In addition, this Agreement may be executed by electronic signature or facsimile which will be deemed an original.

14.7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially diminish the benefits accruing to, or materially increase the burdens on, any party hereunder.

14.8. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Alameda County, California, in any action on

a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement.

14.9. Injunctive Relief. The Parties agree that damages would not provide an adequate remedy for material breaches of this Agreement, and that injunctive relief and specific performance are appropriate remedies.

14.10. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of the Parties only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the East Lot Close Of Escrow and the West Lot Close Of Escrow.

14.11. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

14.12. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

14.13. Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.

14.14. Attorneys' Fees. In any court action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

14.15. Nonmerger. Except as otherwise expressly set forth herein, all the terms and provisions of this Agreement, including without limitation all obligations, releases and indemnities of the parties hereto, shall survive the East Lot Closing and the West Lot Closing.

14.16. Time of Essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

14.17. Effective Date. This Agreement shall become effective thirty-five (35) days after the City Council's filing of a notice of determination or notice of exemption following adoption of the City Authorizing Ordinance, (which notice of determination or notice of exemption shall have been filed no more than three business days after adoption of the City Authorizing Ordinance) if no legal actions are pending against the City with respect to the City Authorizing Ordinance and the City has not received a petition to referendum the Authorizing Ordinance within thirty (30) days after the City Council's adoption of the Authorizing Ordinance. If any

legal action is filed challenging this Agreement or the City Authorizing Ordinance, the Effective Date shall be stayed pending final resolution of such legal action unless City waives the stay.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

BART:

Bay Area Rapid Transit District,
a California rapid transit district

By: _____
Name: _____
Its: _____

Approved as to Form:

Name:

General Counsel

CITY:

City of Berkeley,
a California charter city

By: _____
Name: _____
Its: _____

Approved as to Form:

Name:

City Attorney

ACKNOWLEDGMENT

Escrow Holder executes this Acknowledgment below for the purpose of acknowledging that, as of the date set forth below it has received a fully executed copy of the foregoing Exchange Agreement and Escrow Instructions made by and between BART and City and agrees to be bound by the provisions thereof including, without limitation, the instructions set forth in Article 1.4 thereof.

ESCROW HOLDER:

Old Republic Title Company

By: _____
Its: _____
Date: _____

Exhibit A

SCHEDULE 1.1.1
Legal Description of the West Lot

Real property in the City of Berkeley, County of Alameda, State of California, described as follows:

PARCEL ONE:

Being lots 1 through 42, inclusive, Block 6, as shown on that certain map entitled "Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp.", which map was filed in the Office of the Recorder of the County of Alameda, State of California on March 14, 1889, in Book 10 of Maps Page 40.

Said Lots 1 through 42, are as shown on the San Francisco Bay Area Rapid Transit District Record Maps of Right of Way RRW 9 and RRW 10A.

Said RRW 9 in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

Said RRW 10A in Book 68 of Maps at Page 127, filed for record on September 20, 1971, in Book 68 of Maps at Pages 122-146, Document 71-122851, in the Office of the Recorder of Alameda County.

EXCEPTING THEREFROM the interest conveyed to City of Berkeley by Grant Deed recorded November 5, 1971, as Instrument No. 71-146356 in Reel 2989, Image 645 of Official Records and being more particularly described as follows:

Parcel R9-1 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

APN: 053-1597-039-04

PARCEL TWO:

Parcel R9-2 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157 as Document 71-167837, in the Office of the Recorder of Alameda County.

APN: non-assessed parcel.

Exhibit A

SCHEDULE 1.1.2
Legal Description of the East Lot

The real property situated in the City of Berkeley, County of Alameda, State of California, described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for sidewalk and Adeline driveway as described in "Reciprocal Easement Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. in Official Records under Recorder's Serial Number 2008255323, and shown Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

SCHEDULE 2.1(a)

East Lot Preliminary Title Report, dated March 27, 2024

ORDER NO. : 1117028175

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for elevator, stair, transformer access, BART surface entranceway, BART concourse, sidewalk and Adeline driveway as described in "Reciprocal Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. in Official Records under Recorder's Serial Number 2008255323, and shown Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

OLD REPUBLIC TITLE COMPANY

555 12th Street, Suite 2000
Oakland, CA 94607
(510) 272-1121 Fax: (510) 208-5045

PRELIMINARY REPORT

Our Order Number 1117028175-JM

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
2150 Webster Street, 9th Floor,
Oakland, CA 94612

When Replying Please Contact:

Julie Massey
JMassey@ortc.com
(510) 272-1121

Property Address:

Ashby Bart Station Woolsey & Tremont Streets, Berkeley, CA 94703

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 27, 2024, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy of Title Insurance - 2022; AND ALTA Loan Policy of Title Insurance - 2021. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee as to Parcel(s) One and an Easement as to Parcel(s) Two

Title to said estate or interest at the date hereof is vested in:

San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.

The land referred to in this Report is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for elevator, stair, transformer access, BART surface entranceway, BART concourse, sidewalk and Adeline driveway as described in "Reciprocal Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. in Official Records under Recorder's Serial Number 2008255323, and shown Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No	:	Clean Energy
For	:	Alameda County
Disclosed By	:	Assessment Map
Recorded	:	August 24, 2015 in Official Records under Recorder's Serial Number 2015-235594

Further information may be obtained by contacting:
County of Alameda

5. Any special tax which is now a lien and that may be levied within the East Bay Regional Park District Community Facilities District No. A/C-3, a notice of which was recorded as follows:

Instrument Entitled	:	Notice of Special Tax Lien
By	:	Board of the East Bay Regional Park District
Recorded	:	January 31, 2019 in Official Records under Recorder's Serial Number 2019-0015593

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is exempt at this time.

Further information may be obtained by contacting:

Name	:	EBRPD
Address	:	Oakland, CA

6. Matters as contained or referred to in an instrument,

Entitled	:	Ordering the Vacation of Portions of Prince Street between Tremont and Adeline Streets, Francisco Street between Sacramento and Acton Streets, and Short Street between Delaware and Virginia Streets in the City of Berkeley
Executed By	:	City of Berkeley
Recorded	:	February 2, 1972 in Book 3053 of Official Records, Page 230

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For	:	Limited access
Affects	:	Westerly portion

8. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.

9. Terms and provisions as contained in an instrument,

Entitled	:	Reciprocal Easements Agreement
Executed By	:	The Ed Roberts Campus, a California nonprofit benefit corporation and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.
Recorded	:	August 18, 2008 in Official Records under Recorder's Serial Number 2008255323

Note: Reference is made to said instrument for full particulars.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	The Ed Roberts Campus, a California nonprofit public benefit corporation
For	:	Limited Access Area for ingress and egress from the ERC Property
Recorded	:	August 18, 2008 in Official Records under Recorder's Serial Number 2008255323
Affects	:	as described therein and shown map attached to as Exhibit K

11. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

12. Any unrecorded and subsisting leases.

13. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

14. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

---------- Informational Notes ----------

A. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Grant Deed
By/From	:	Samuel W. Davis, et al
To	:	San Francisco Bay Area Rapid Transit District
Recorded	:	September 8, 1964 in Book 1306 of Official Records, Page 651

various deeds of record in 1964 & 1965

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

Restrictive Covenant Modification form

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE – 2022

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

Exhibit I

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2021

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 13.b.

7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.

9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Exhibit I

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2021
(Continued)

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Updated 1/1/2024

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

	Go to www.oldrepublictitle.com (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market*.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

Updated: January 1, 2024

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act ("CCPA").

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:
Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994,
- Publicly available information or lawfully obtained, truthful information that is a matter of public concern, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties to whom the information has been disclosed, if any.

Category	**Examples**	**Sources**	**Business Purpose for Collection**	**Categories of Third Parties with Whom Information is Shared**
Identifiers	Real name, alias, postal address, unique personal identifier, online	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or	Service providers associated with the transaction for a business

	identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers Social security number, driver's license number, passport number are collected	Title Agents associated with the transaction	complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records. Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, immigration status are collected			
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other	Service providers associated with the transaction for a business purpose

	status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information). Marital status, sex, physical disability, citizenship is collected	associated with the transaction	audit or operational purposes.	
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents,	Not Disclosed

			protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	

What Personal Information We Disclose and Why We Disclose It

The CCPA requires us to tell you what categories of personal information we “sell”, “share” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. We do not share your personal information as that term is defined in the CCPA. When it is necessary for a business purpose, we may disclose your personal information with a service provider or contractor, and we enter into a contract with the service provider or contractor that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	**Examples**	**Business Purpose for Disclosure**	**Categories of Third Parties with Whom Information is Shared**
Identifiers (Including social security number, driver’s license number,	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against	Service providers associated with the transaction for a business purpose

and passport number)		malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (Including Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, and immigration status)	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law (Including marital status, sex, citizenship, and physical disability)	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic	Browsing history, search history, information about a consumer's interaction with a	To provide access to certain online services. To	Not Disclosed

network activity	website, application, or advertisement.	understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Our Retention of Your Personal Information

The length of time that we retain personal information largely depends upon the purpose for which the information was collected rather than the category of the information as set forth in this Notice. When establishing retention periods, we consider applicable statutes of limitation and legal and regulatory requirements and guidelines. Personal information is generally retained for periods of time that permit the company to meet its legal and regulatory obligations.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected, the purposes for which the categories of personal information will be used, and whether that information is sold or shared.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the categories of sources for the personal information we collected about you, 3) our business or commercial purpose for collecting, selling or sharing your personal information, 4) the categories of third parties to whom we disclose your personal information, 5) the specific pieces of information we have collected about you, 6) the categories of personal

	information disclosed about you for a business purpose and the categories of persons to whom your personal information was disclosed for a business purpose, and 7) if we sold or shared personal information, the categories of personal information sold or shared and the categories of third parties to whom it was sold or shared.
Deletion	You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers and contractors to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to: • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate to that purpose. Debug to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair the research's completion, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information. • Comply with a legal obligation. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Correct	You have the right to request that we correct inaccurate personal information about you, taking into account the nature of the personal information and the purposes of the processing of the personal information. After we receive and verify your request, we will use commercially reasonable efforts to correct the inaccurate personal information as directed by you.
Opt-Out of Sale or Sharing	With some limitations, you may direct a business that sells or shares personal information to third parties not to sell or share the personal information to these third parties. A business may not sell or share the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.

Opt-In to Sale or Sharing	
Limit Use of Sensitive Personal Information	You may direct a business to limit the use of your sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations.
Non-Discrimination	We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not: • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale or Sharing of Your Personal Information

The CCPA gives consumers the right to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA. We do not share your personal information as that term is defined in the CCPA.

To Limit the Use of Sensitive Personal Information

The CCPA gives consumers the right to direct a business to limit the use of the consumer's sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations. We do not use or disclose sensitive personal information for purposes other than those purposes specified in Section 7027, subsection (m) of the California Consumer Privacy Act Regulations. If we begin using or disclosing your sensitive personal information outside of those purposes, then we will provide you with the option to limit our use or disclosure through a clear and conspicuous link on our internet homepage.

To Request Access to, Correction or Deletion of Your Personal Information

To exercise your access, correction or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website https://ccpa.oldrepublictitle.com .

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us or send your written request to: CCPA@oldrepublictitle.com, 1-855-557-8437, or 3000 Bayport Drive, Suite 1000 Tampa FL 33707

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

ASSESSOR'S MAP 53

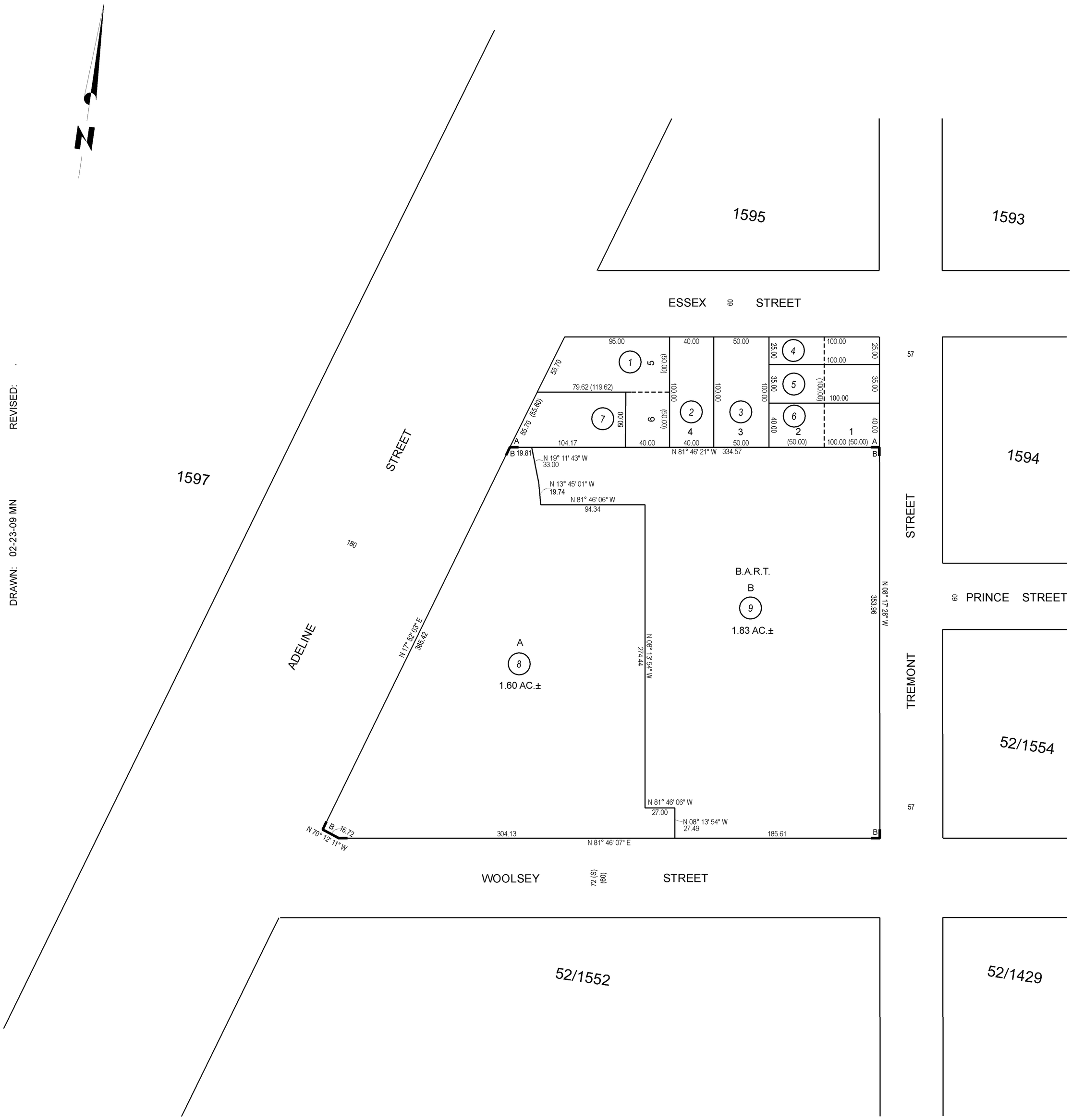
1703

SCALE: 1" = 80'

Code Area Nos. 13-000

(A) AMENDED MAP OF THE NEWBURY TRACT 9/23

(B) P.M.9797 308/76-78



REVISED: .

DRAWN: 02-23-09 MN

FORMERLY: 52/1553, 53/1596

SBE: 11 REF: . HPN: 9 IND PG: 1

Exhibit A

SCHEDULE 2.1(b)

Preliminary Title Report for West Lot Excluding Unassessed Parcel, dated March 27, 2024

OLD REPUBLIC TITLE COMPANY

555 12th Street, Suite 2000
Oakland, CA 94607
(510) 272-1121 Fax: (510) 208-5045

PRELIMINARY REPORT

2nd amend

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
2150 Webster Street, 9th Floor
Oakland, CA 94612

Attention: Shannon Dodge

Our Order Number 1117025336-JM

When Replying Please Contact:

Julie Massey
JMassey@ortc.com
(510) 272-1121

Property Address:

3100 Adeline Street, Berkeley, CA 94703

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 27, 2024, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1117025336-JM
2nd amend

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy of Title Insurance - 2022; AND ALTA Loan Policy of Title Insurance - 2021. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.

The land referred to in this Report is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

Lots 1 through 42, inclusive, Block 6, as shown on that certain map entitled "Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp0.", which map was filed in the Office of the Recorder of the County of Alameda, State of California on March 14, 1889, in Book 10 of Maps Page(s) 40.

EXCEPTING THEREFROM the interest conveyed to City of Berkeley by Grant Deed recorded November 5, 1971 as Instrument No. 71-146356 in Reel 2989, Image 645 of Official Records and being more particularly described as follows:

Parcel R9-1 as shown on San Francisco Bay Area Rapid Transit District Record Maps of Right of Way RRW 7 through RRW 26, filed for record on September 20, 1971 in Book 68 of Maps, at Pages 122 through 146, in the Office of the Recorder of Alameda County.

APN: 053-1597-039-04

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No	:	2014-1
For	:	Clean Energy
Disclosed By	:	Notice of Special Tax Lien
Recorded	:	August 24, 2015 in Official Records under Recorder's Serial Number 2015-235594

Further information may be obtained by contacting:

5. Any special tax which is now a lien and that may be levied within the East Bay Regional Park District Community Facilities District No. A/C-3, a notice of which was recorded as follows:

Instrument Entitled	:	Notice of Special Tax Lien
By	:	Board of the East Bay Regional Park District
Recorded	:	January 31, 2019 in Official Records under Recorder's Serial Number 2019-0015593

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is exempt at this time.

Further information may be obtained by contacting:

Name	:	EBRPD
Address	:	Oakland, CA

6. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Martin Luther King Jr. Way, Ashby Avenue and Adeline Street.

7. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

8. Any unrecorded and subsisting leases.

9. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

10. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

---------- Informational Notes ----------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Quitclaim Deed
By/From	:	The Ed Roberts Campus, a California nonprofit public benefit corporation
To	:	San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.
Recorded	:	August 18, 2008 in Official Records under Recorder's Serial Number 2008255321

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

Restrictive Covenant Modification form

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE – 2022

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

Exhibit I

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2021

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 13.b.

7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.

9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Exhibit I

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2021
(Continued)

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Updated 1/1/2024

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

	Go to www.oldrepublictitle.com (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market*.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

Updated: January 1, 2024

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act ("CCPA").

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:
Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994,
- Publicly available information or lawfully obtained, truthful information that is a matter of public concern, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties to whom the information has been disclosed, if any.

Category	**Examples**	**Sources**	**Business Purpose for Collection**	**Categories of Third Parties with Whom Information is Shared**
Identifiers	Real name, alias, postal address, unique personal identifier, online	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or	Service providers associated with the transaction for a business

	identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers Social security number, driver's license number, passport number are collected	Title Agents associated with the transaction	complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records. Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, immigration status are collected			
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other	Service providers associated with the transaction for a business purpose

	status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information). Marital status, sex, physical disability, citizenship is collected	associated with the transaction	audit or operational purposes.	
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents,	Not Disclosed

			protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	

What Personal Information We Disclose and Why We Disclose It

The CCPA requires us to tell you what categories of personal information we “sell”, “share” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. We do not share your personal information as that term is defined in the CCPA. When it is necessary for a business purpose, we may disclose your personal information with a service provider or contractor, and we enter into a contract with the service provider or contractor that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	**Examples**	**Business Purpose for Disclosure**	**Categories of Third Parties with Whom Information is Shared**
Identifiers (Including social security number, driver’s license number,	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against	Service providers associated with the transaction for a business purpose

and passport number)		malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (Including Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, and immigration status)	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law (Including marital status, sex, citizenship, and physical disability)	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic	Browsing history, search history, information about a consumer's interaction with a	To provide access to certain online services. To	Not Disclosed

network activity	website, application, or advertisement.	understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Our Retention of Your Personal Information

The length of time that we retain personal information largely depends upon the purpose for which the information was collected rather than the category of the information as set forth in this Notice. When establishing retention periods, we consider applicable statutes of limitation and legal and regulatory requirements and guidelines. Personal information is generally retained for periods of time that permit the company to meet its legal and regulatory obligations.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected, the purposes for which the categories of personal information will be used, and whether that information is sold or shared.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the categories of sources for the personal information we collected about you, 3) our business or commercial purpose for collecting, selling or sharing your personal information, 4) the categories of third parties to whom we disclose your personal information, 5) the specific pieces of information we have collected about you, 6) the categories of personal

	information disclosed about you for a business purpose and the categories of persons to whom your personal information was disclosed for a business purpose, and 7) if we sold or shared personal information, the categories of personal information sold or shared and the categories of third parties to whom it was sold or shared.
Deletion	You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers and contractors to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to: • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate to that purpose. Debug to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair the research's completion, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information. • Comply with a legal obligation. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Correct	You have the right to request that we correct inaccurate personal information about you, taking into account the nature of the personal information and the purposes of the processing of the personal information. After we receive and verify your request, we will use commercially reasonable efforts to correct the inaccurate personal information as directed by you.
Opt-Out of Sale or Sharing	With some limitations, you may direct a business that sells or shares personal information to third parties not to sell or share the personal information to these third parties. A business may not sell or share the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.

Opt-In to Sale or Sharing	
Limit Use of Sensitive Personal Information	You may direct a business to limit the use of your sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations.
Non-Discrimination	We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not: • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale or Sharing of Your Personal Information

The CCPA gives consumers the right to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA. We do not share your personal information as that term is defined in the CCPA.

To Limit the Use of Sensitive Personal Information

The CCPA gives consumers the right to direct a business to limit the use of the consumer's sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations. We do not use or disclose sensitive personal information for purposes other than those purposes specified in Section 7027, subsection (m) of the California Consumer Privacy Act Regulations. If we begin using or disclosing your sensitive personal information outside of those purposes, then we will provide you with the option to limit our use or disclosure through a clear and conspicuous link on our internet homepage.

To Request Access to, Correction or Deletion of Your Personal Information

To exercise your access, correction or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website https://ccpa.oldrepublictitle.com .

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us or send your written request to: CCPA@oldrepublictitle.com, 1-855-557-8437, or 3000 Bayport Drive, Suite 1000 Tampa FL 33707

Documents provided by DataTree LLC is a property imaging and delivery service. Copyright 2023. All rights reserved.

ASSESSOR'S MAP 53

Code Area No. 13-000

1597

1598

1599

1595

1550

1703

Ashby Avenue

Adeline Street

MARTIN LUTHER KING, JR. WAY

Rev. 2-8-72 H.N
12-29-83 G.A
02-24-09 MN

N81°43'21"E 360.72

R 14 = 30'

11.41

(45.422)

84.24

100.80

133.38

59.64

(40)

(97.72)

40.12

N13°52'53"W 80.99

30.06

N11°28'49"W 59.98

38 1/S 2.96 B.A.R.T.

39-4 3.82 Ac.± (R) 14

40.12 80.19

40.725

157.96'

CT.

N13°52'53"W 115.99

52.34

119.69

119.69

32.05

112.03

104.38

80

96.72

89.07

81.41

73.76

66.10

15.35

66.10

50.75

38.45

7.70

(58.45)

50.75

2.85

(50.80)

36.69

50.75

43.14

43.14

S39°52'53"E 146.45

32.25

32.25

(40)

(54.615)

N11°57'22"W 357.14

N17°52'03"E 899.59

Central Park. (Amended Map) (BK. 10 Pg. 40)
Scale:- 1"=50'

SCHEDULE 2.1(c)
Updated East Lot Preliminary Title Report

[Will be attached upon execution of the Exchange Agreement.]

SCHEDULE 2.1(d)
Updated West Lot Preliminary Title Report

[Will be attached upon execution of the Exchange Agreement.]

SCHEDULE 4.3.1
Quitclaim Deed – West Lot Air Rights Option

RECORDING REQUESTED BY:

Old Republic Title Company

WHEN RECORDED MAIL TO:

San Francisco Bay Area Rapid
Transit District
2150 Webster Street, 9th Floor
Oakland, CA 94612
Attn: Real Estate Manager

APN 053-1597-039-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant
to Government Code Section 27383

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Revenue & Taxation Code § 11922
( ) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Berkeley, CA

Quitclaim Deed
(Extinguishment of Option to Purchase Air Rights)

Quitclaim Deed
(Extinguishment of Option to Purchase Air Rights)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF BERKELEY, a municipal corporation of the State of California ("City"), hereby remises, releases and forever quitclaims to

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. ("BART"),

all of City's rights under that certain unrecorded agreement dated as of October 22, 1964, as amended, between BART and the City ("Air Rights Agreement") to acquire an interest in that real property situated in the City of Berkeley, County of Alameda, State of California more particularly described in "**EXHIBIT A**" attached hereto and incorporated herein by reference ("Subject Property"),

City has consented to, accepted, approved, and authorized this Quitclaim Deed pursuant to its Ordinance No. *(add Ordinance number)* entitled *(add name of Ordinance)*. This Quitclaim Deed is recorded for the purpose of extinguishing all right, title, and interest that the City has in the Subject Property arising from the Air Rights Agreement, including without limitation any option to purchase air rights in the Subject Property. Accordingly, for tax assessment purposes this Quitclaim Deed is not a change of ownership under Revenue and Taxation section 60, et seq.

Mail tax statements to owners of record.

Date:_____

CITY OF BERKELEY

_____
By:
Its:

(Seal)

Attest:_____
By: _____, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, personally appeared

_____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Notary Public [seal]

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Quitclaim Deed (Extinguishment of Option to Purchase Air Rights) dated _____ from the City of Berkeley to the San Francisco Bay Area Rapid Transit District, a rapid transit district, is hereby accepted by the undersigned officer or agent on behalf of the San Francisco Bay Area Rapid Transit District, pursuant to authority conferred by resolution of the Board of Directors of the San Francisco Bay Area Rapid Transit District entitled "In The Matter of Authorizing Acceptance of Deeds and Grants", bearing No. 291, adopted on October 24, 1963, and the San Francisco Bay Area Rapid Transit District consents to recordation thereof by its duly authorized officer.

Dated: _____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

_____

By:

Title:

EXHIBIT A

(Subject Property)

The real property situated in the City of Berkeley, County of Alameda, State of California, described as follows:

PARCEL ONE:

Being lots 1 through 42, inclusive, Block 6, as shown on that certain map entitled "Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp.", which map was filed in the Office of the Recorder of the County of Alameda, State of California on March 14, 1889, in Book 10 of Maps Page 40.

Said Lots 1 through 42, are as shown on the San Francisco Bay Area Rapid Transit District Record Maps of Right of Way RRW 9 and RRW 10A.

Said RRW 9 in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

Said RRW 10A in Book 68 of Maps at Page 127, filed for record on September 20, 1971, in Book 68 of Maps at Pages 122-146, Document 71-122851, in the Office of the Recorder of Alameda County.

EXCEPTING THEREFROM the interest conveyed to City of Berkeley by Grant Deed recorded November 5, 1971, as Instrument No. 71-146356 in Reel 2989, Image 645 of Official Records and being more particularly described as follows:

Parcel R9-1 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

APN: 053-1597-039-04

PARCEL TWO:

Parcel R9-2 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157 as Document 71-167837, in the Office of the Recorder of Alameda County.

APN: Non-Assessed Parcel.

Attached hereto and made a part hereof the following Filed maps:

Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp., Book 10 of Maps at Page 40, Record Map of Right of Way RRW 10A in Book 68 of Maps at Page 127, Record Map of Right of Way Cover Sheet Book 68 of Maps at Page 147, Record Map of Right of Way RRW 9 Book 68 of Maps at Page 150.

SCHEDULE 4.3.2
Quitclaim Deed – R9-2 Parcel

RECORDING REQUESTED BY:

Old Republic Title Company

WHEN RECORDED MAIL TO:

San Francisco Bay Area Rapid
Transit District
2150 Webster Street, 9th Floor
Oakland, CA 94612
Attn: Real Estate Manager

APN: Non-Assessed Parcel

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant
to Government Code Section 27383

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Revenue & Taxation Code § 11922
( ) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Berkeley, CA

Quitclaim Deed

Quitclaim Deed

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF BERKELEY, a municipal corporation of the State of California ("City"),

hereby remises, releases and forever quitclaims to

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.,

the real property situated in the City of Berkeley, County of Alameda, State of California more particularly described in **"EXHIBIT A"** attached hereto and incorporated herein by reference ("Subject Property"), reserving therefrom the rights specified in said "EXHIBIT A."

City intends pursuant to this Quitclaim Deed to relinquish its right, title, and interest in the Subject Property, including without limitation its public rights-of-way, except the rights reserved herein, in accordance with the "Ashby BART Station Transit-Oriented Development Exchange Agreement" consented to, accepted, approved, and authorized by the City pursuant to Ordinance No. *(add Ordinance number)* entitled "Ordinance Authorizing Exchange of Real Property for Development of Ashby BART Station Property", recorded *(concurrently herewith OR on _____ as Instrument Number _____ in the Official Records of Alameda County, California)*.

Mail tax statements to owners of record.

Date:_____

CITY OF BERKELEY

_____
By:
Its:

(Seal)

Attest:_____
By: _____, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, personally appeared

_____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Notary Public [seal]

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Quitclaim Deed dated _____ from the City of Berkeley to the San Francisco Bay Area Rapid Transit District, a rapid transit district, is hereby accepted by the undersigned officer or agent on behalf of the San Francisco Bay Area Rapid Transit District, pursuant to authority conferred by resolution of the Board of Directors of the San Francisco Bay Area Rapid Transit District entitled "In The Matter of Authorizing Acceptance of Deeds and Grants", bearing No. 291, adopted on October 24, 1963, and the San Francisco Bay Area Rapid Transit District consents to recordation thereof by its duly authorized officer.

Dated: _____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

_____

By:

Title:

EXHIBIT A

(Subject Property)

The real property situated in the City of Berkeley, County of Alameda, State of California, described as follows:

Parcel R9-2 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157 as Document 71-167837, in the Office of the Recorder of Alameda County.

RESERVING THEREFROM an easement for underground and aboveground public utilities and all appurtenances therefor, including but not limited to electric, gas, communications, stormwater drainage, and sanitary pipe line facilities, together with access thereto, including without limitation for the use, installation, maintenance, repair, replacement, upgrade, improvement, removal of obsolete or redundant utilities, inspection, and testing thereof.

APN: Non-Assessed Parcel

SCHEDULE 4.3.3
East Lot Covenants

RECORDING REQUESTED BY:

Old Republic Title Company

AND WHEN RECORDED RETURN TO:

San Francisco Bay Area Rapid
Transit District
2150 Webster Street, 9th Floor
Oakland, CA 94612
Attn: Real Estate Manager

APN 053-1703-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant to Government Code Section 27383. Government Agency Acquiring Title

The undersigned(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Rev. & Tax. Code § 11922

( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) unincorporated area: (X) City of Berkeley, State of California

MEMORANDUM OF COVENANTS

Memorandum of Covenants

This Memorandum of Covenants ("Memorandum") is made by the City of Berkeley, a charter city ("Owner") effective as of the date of its recordation in the Official Records of Alameda County, California ("Effective Date").

RECITALS

A. Owner is the fee simple owner of the real property in the City of Berkeley ("City"), County of Alameda, State of California, identified by Assessor Parcel Number 053-1703-009 ("Property"), more particularly described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for sidewalk and Adeline driveway as described in "Reciprocal Easements Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq., in Official Records under Recorder's Serial Number 2008255323, and shown on Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

B. Owner and the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. ("BART"), entered into that certain ASHBY BART STATION TRANSIT-ORIENTED DEVELOPMENT EXCHANGE AGREEMENT dated ____ ("Exchange Agreement"), by which, inter alia, BART agreed to convey the Property to Owner, and Owner agreed to quitclaim to BART certain of Owner's interests in a parcel of land owned by BART ("West Lot") situated in the City and more particularly described as follows:

PARCEL ONE:

Being lots 1 through 42, inclusive, Block 6, as shown on that certain map entitled "Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp.", which map was filed in the Office of the Recorder of the County of Alameda, State of California on March 14, 1889, in Book 10 of Maps Page 40.

Said Lots 1 through 42, are as shown on the San Francisco Bay Area Rapid Transit District Record Maps of Right of Way RRW 9 and RRW 10A.

Said RRW 9 in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

Said RRW 10A in Book 68 of Maps at Page 127, filed for record on September 20, 1971, in Book 68 of Maps at Pages 122-146, Document 71-122851, in the Office of the Recorder of Alameda County.

EXCEPTING THEREFROM the interest conveyed to City of Berkeley by Grant Deed recorded November 5, 1971, as Instrument No. 71-146356 in Reel 2989, Image 645 of Official Records and being more particularly described as follows:

Parcel R9-1 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

APN: 053-1597-039-04

PARCEL TWO:

Parcel R9-2 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157 as Document 71-167837, in the Office of the Recorder of Alameda County.

APN: non-assessed parcel.

C. In addition, Owner agreed as part of the land exchange to record against the Property this Memorandum, for the purpose of imposing certain conditions, covenants, and restrictions on the future development of the Property ("Covenants").

NOW, THEREFORE, in consideration of the Covenants, the consideration received by Owner pursuant to the Exchange Agreement, and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner thus declares that the Property, and all portions thereof and interests therein, shall be irrevocably held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the Covenants described below, which shall be equitable servitudes and shall run with land, and shall be binding on any person or entity now or hereafter having any right, title or interest in the Property, or any part thereof, and such person's or entity's heirs, successors, and assigns, and shall inure to the benefit of the West Lot and BART as the owner of the West Lot, as follows:

MEMORANDUM OF COVENANTS

Development Requirements

1. Any development of the Property shall achieve a minimum density of 75 dwelling units per acre.

Affordable Housing Requirements

2. At least 35% of any new housing units developed on the Property, including any units that may be added as a result of a density bonus, shall be Affordable Housing units. Owner, together with any developer(s) of the property, shall explore the potential for exceeding the 35% requirement, with the goal of 50% of Affordable Housing units, taking into consideration development costs, values and potential for additional City subsidy.

"Affordable Housing" means housing subject to enforceable legal conditions restricting its availability for lease or sale to Extremely Low Income Households, Very Low Income Households, or Low Income Households. "Extremely Low Income Households" means households earning less than the "Extremely Low" limits by household size for the "Alameda County Area" as adopted from time to time by the California Department of Housing and Community Development, currently promulgated at Section 6932 of Title 25 of the California Code of Regulations. "Very Low Income Households" means households earning less than the "Very Low Income" limits by household size for the "Alameda County Area" but more than Extremely Low Income Households as adopted from time to time by the California Department of Housing and Community Development, currently promulgated at Section 6932 of Title 25 of the California Code of Regulations. "Low Income Households" means households earning less than the "Low Income" by household size for the "Alameda County Area" but more than Very Low Income Households as adopted from time to time by the California Department of Housing and Community Development, currently promulgated at Section 6932 of Title 25 of the California Code of Regulations.

3. Any Affordable Housing units that are provided to satisfy the requirements of the City's inclusionary housing ordinance (Chapter 23.238 of the Berkeley Municipal Code) ("Inclusionary Housing Ordinance") and are included in a mixed-income building shall be rent- and income-restricted in perpetuity as required by the Inclusionary Housing Ordinance. All other Affordable Housing units shall be rent- and income-restricted (i) for the duration of the applicable ground lease (each of which shall have a minimum

duration of 99 years), including any lease term extensions, or (ii) for 99 years, for any units on the Property that are not subject to a ground lease.

4. Development of the Property shall meet the following minimum affordability requirements:

(a) At least 35% of the housing units, inclusive of density bonus units, must be affordable to households earning an average of up to 60% of AMI.

(b) At least 20% of the required 35% affordable units referred to in subparagraph (a) must be affordable to Extremely Low-Income ("ELI") households, which are currently defined as those earning up to 30% of AMI.

(c) Of the required 35% affordable units referred to in subparagraph (a), additional affordable units aside from the ELI units should prioritize Very Low Income Households (up to 50% of AMI) and Low Income Households (up to 80% of AMI) but may include some housing restricted to Moderate Income Households (up to 120% of AMI), provided that the moderate-income units have rents that are still below market and are not funded by City subsidies.

5. Any project on the Property that includes construction of both Affordable Housing units and market-rate housing units shall construct the Affordable Housing units prior to or concurrently with any market-rate housing.

6. Affordable Housing units developed on the Property may be clustered into one or more buildings with 100% Affordable Housing buildings or dispersed amongst mixed-income housing buildings, but such Affordable Housing units must be designed in a way that integrates with the larger project on the Property and shares comparable design standards and quality.

7. If a development project will meet all or a portion of the requirements of the Inclusionary Ordinance through clustering as described in Paragraph 6, Owner or developer shall contribute funding towards such clustered Affordable Housing units in an amount calculated as follows: (1) multiplying $56.25 (as this amount may be adjusted biennially pursuant to City Resolution No. 70,698-N.S.) by the total residential unit floor area of the project or projects less the floor area in any 100% Affordable Housing buildings and any floor area in market rate or mixed income buildings that is included as a result of any density bonus (“Net Residential Unit Floor Area”); and then (2) multiplying the result by the percentage of the City’s 20% Affordable Housing requirement remaining after accounting for any on-site Affordable Housing units provided within mixed income buildings that comply with all of the requirements of the Inclusionary Housing Ordinance. For example, buildings that are 10% Affordable Housing units would contribute $28.12 per foot (half of $56.25), adjusted for inflation.

For the purpose of calculating the Net Residential Unit Floor Area, the floor area resulting from the density bonus is the total Residential Unit Floor Area (for the whole market rate/mixed income project) times the proportion of total units in the project in

excess of those allowed under base zoning By way of example, a project that clustered all Affordable Housing units in 100% Affordable Housing buildings would contribute $56.25 times (as adjusted) the base residential square footage of any market rate buildings, excluding any density bonus square footage. A project that included some Affordable Housing units on-site within the market rate buildings would make a pro-rated contribution.

8. The application of the State Density Bonus Law to the Property shall not yield a project that is less than 35% Affordable Housing as a proportion of the total units on the Property, or less than 50% Affordable Housing for the first 602 units.

Objective Design Standards

9. The objective design standards adopted by the City must allow at least 248 residential units with at least 300 bedrooms.

General Provisions

10. Covenants Running with the Land: This Memorandum and the rights and obligations in this Memorandum are covenants running with the land and are binding upon any person or entity now or hereafter having any right, title or interest in the Property, or any part thereof, including any leasehold interest, and such person's or entity's heirs, successors, and assigns. The Covenants shall inure to the benefit of the West Lot and shall be enforceable by BART as the owner of the West Lot, for so long as BART owns any portion of the West Lot; provided, however, that the Covenants shall not be enforceable by the owner of any portion of the West Lot conveyed by BART to a private party. All the terms and provisions of this Memorandum shall be enforceable as equitable servitudes and are covenants running with the land pursuant to applicable law, including without limitation Section 1468 of the California Civil Code.

11. Term: The provisions of this Memorandum shall remain in force and effect for ninety-nine years after the effective date of the first Ground Lease, as defined in the Exchange Agreement, for a portion of the Property, unless amended or terminated pursuant to Paragraph 14 below.

12. Severability: Invalidation of any of the provisions contained in this Memorandum, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions of this Memorandum or its application to any other person, which shall remain in full force and effect.

13. Integrated Agreement: This Memorandum constitutes Owner's entire declaration of covenants, conditions, and restrictions concerning the subjects of this Memorandum; provided, however, that nothing herein shall limit the obligations of Owner or any other party to comply with all of its obligations under the Exchange Agreement. The City ordinance authorizing the Exchange Agreement is recorded in the Official Records of Alameda County.

14. Amendment and Termination: No amendment or modification of this Memorandum shall be valid unless in writing, executed by Owner and City, and

recorded in the Official Records of Alameda County, California. This Memorandum shall terminate if a Notice Of Termination, signed by Owner and the City, with respect to the Property is recorded.

15. Mortgage Protection: Breach of any restriction or provision of this Memorandum does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the restrictions and other provisions of this Memorandum are binding and effective as to any mortgagee or beneficiary of a deed of trust that acquires fee title by foreclosure, trustee's sale, or otherwise.

16. Rights Inseverable: The rights or obligations created in this Memorandum shall not be severable from the Property, nor separately conveyed therefrom.

17. Authority to Make and Record Memorandum: Owner has consented to, accepted, approved, and authorized this Covenant, has authorized its execution by the below signatory, and has authorized its recordation in the Official Records of Alameda County, California pursuant to its Ordinance No. *(add Ordinance number)* entitled *(add name of Ordinance)* adopted on *(add date of adoption)*.

18. Captions and Capitalized Terms: The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Memorandum. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Memorandum.

19. Construction: This Memorandum shall be construed in accordance with the laws of the State of California.

OWNER:

Date:_____ CITY OF BERKELEY, a charter city

_____

By:

Its:

(Seal)

Attest:_____
By: _____, City Clerk

Approved as to Form

_____
By:
Its:

BART:

Date:_____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.

_____

By:

Its:

Approved as to Form

_____

By:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

SCHEDULE 4.3.4
West Lot Covenants

RECORDING REQUESTED BY:

Old Republic Title Company

AND WHEN RECORDED RETURN TO:

Farimah Brown
City Attorney
City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

APN 053-1597-039-04 & unassessed parcel

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant to Government Code Section 27383. Government Agency Acquiring Title.

The undersigned(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Rev. & Tax. Code § 11922
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) unincorporated area: (X) City of Berkeley, State of California

MEMORANDUM OF COVENANTS

Memorandum of Covenants

This Memorandum of Covenants ("Memorandum") is made by the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. ("Owner") effective as of the date of its recordation in the Official Records of Alameda County, California ("Effective Date").

RECITALS

A. Owner is the fee simple owner of the real property in the City of Berkeley ("City"), County of Alameda, State of California, consisting of the parcel identified by Assessor Parcel Number 053-1597-039-04 and the non-assessed parcel (collectively "Property"), more particularly described as follows:

PARCEL ONE:

Being lots 1 through 42, inclusive, Block 6, as shown on that certain map entitled "Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp.", which map was filed in the Office of the Recorder of the County of Alameda, State of California on March 14, 1889, in Book 10 of Maps Page 40.

Said Lots 1 through 42, are as shown on the San Francisco Bay Area Rapid Transit District Record Maps of Right of Way RRW 9 and RRW 10A.

Said RRW 9 in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

Said RRW 10A in Book 68 of Maps at Page 127, filed for record on September 20, 1971, in Book 68 of Maps at Pages 122-146, Document 71-122851, in the Office of the Recorder of Alameda County.

EXCEPTING THEREFROM the interest conveyed to City of Berkeley by Grant Deed recorded November 5, 1971, as Instrument No. 71-146356 in Reel 2989, Image 645 of Official Records and being more particularly described as follows:

Parcel R9-1 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

APN: 053-1597-039-04

PARCEL TWO:

Parcel R9-2 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157 as Document 71-167837, in the Office of the Recorder of Alameda County.

APN: non-assessed parcel.

Attached hereto and made a part hereof the following Filed maps:

Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp., Book 10 of Maps at Page 40, Record Map of Right of Way RRW 10A in Book 68 of Maps at Page 127, Record Map of Right of Way Cover Sheet Book 68 of Maps at Page 147, Record Map of Right of Way RRW 9 Book 68 of Maps at Page 150.

B. Owner and City entered into that certain ASHBY BART STATION TRANSIT-ORIENTED DEVELOPMENT EXCHANGE AGREEMENT dated ____ ("Exchange Agreement"), by which, inter alia, the City agreed to quitclaim to Owner certain of the City's interests in the Property, and Owner agreed to convey to City a parcel of land owned by Owner ("East Lot") situated in the City and more particularly described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for sidewalk and Adeline driveway as described in "Reciprocal Easements Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq., in Official Records under Recorder's Serial Number 2008255323, and shown on Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

C. In addition, Owner agreed as part of the land exchange to record against the Property this Memorandum, for the purpose of imposing certain conditions, covenants, and restrictions on the future development of the Property ("Covenants").

NOW, THEREFORE, in consideration of the Covenants, the consideration received by Owner pursuant to the Exchange Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner thus declares that the Property, and all portions thereof and interests therein, shall be irrevocably held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the Covenants described below, which shall be equitable servitudes and shall run with land, and shall be binding on any person or entity now or hereafter having any right, title or interest in the Property, or any part thereof, and such person's or entity's heirs, successors, and assigns, and shall inure to the benefit of the East Lot and City as the owner of legal or equitable title to the East Lot, as follows:

MEMORANDUM OF COVENANTS

Development Requirements

1. Except to the extent waived or modified by the City in its sole and absolute discretion, any development project on the Property shall comply with all applicable mitigation measures adopted in connection with the City's adoption on June 28, 2022 of the Residential - BART Mixed Use (R-BMU) zoning district ("2022 Mitigation Measures")

2. Except as may be modified by the City in its sole and absolute discretion, any development project on the Property shall comply with the standard conditions of approval set forth in Exhibit 1.

3. Development of the Property shall achieve a minimum residential density of 75 dwelling units per acre.

Affordable Housing Requirements

4. At least 50% of the first 602 housing units developed on the Property shall be Affordable Housing.

"Affordable Housing" means housing subject to enforceable legal conditions restricting its availability for lease or sale to Extremely Low Income Households, Very Low Income Households, or Low Income Households. "Extremely Low Income Households" means households earning less than the "Extremely Low" limits by household size for the "Alameda County Area" as adopted from time to time by the California Department of Housing and Community Development, currently promulgated at Section 6932 of Title 25 of the California Code of Regulations. "Very Low Income

Households" means households earning less than the "Very Low Income" limits by household size for the "Alameda County Area" but more than Extremely Low Income Households as adopted from time to time by the California Department of Housing and Community Development, currently promulgated at Section 6932 of Title 25 of the California Code of Regulations. "Low Income Households" means households earning less than the "Low Income" by household size for the "Alameda County Area" but more than Very Low Income Households as adopted from time to time by the California Department of Housing and Community Development, currently promulgated at Section 6932 of Title 25 of the California Code of Regulations.

5. In the event that more than 602 total housing units are built on the Property (inclusive of any density bonus units), there shall be no fewer than 301 Affordable Units, and overall at least 35% of the units (including density bonus units) shall be Affordable Units. Owner, together with any developer(s) of the Property, shall consult with City to explore the potential for exceeding the 35% requirement for projects greater than 602 units, with an aspirational goal of up to 50% Affordable Housing units, based on economic feasibility and availability of funding resources if the West Lot is to be developed with more than 602 total housing units, taking into consideration development costs, values and potential for additional City subsidy or funding from external sources.

6. Any Affordable Housing units that are provided to satisfy the requirements of the City's inclusionary housing ordinance (Chapter 23.238 of the Berkeley Municipal Code) ("Inclusionary Housing Ordinance") and are included in a mixed-income building shall be rent- and income-restricted in perpetuity as required by the Inclusionary Housing Ordinance. All other Affordable Housing units shall be rent- and income-restricted for the duration of the applicable ground lease (each of which shall have a minimum duration of 99 years), including any lease term extensions.

7. Development of the Property shall meet the following minimum affordability requirements:

   (a) At least 35% of the housing units, inclusive of density bonus units, must be affordable to households earning an average of up to 60% of AMI.

   (b) At least 20% of the required 35% affordable units referred to in subparagraph (a) must be affordable to Extremely Low-Income ("ELI") households, which are currently defined as those earning up to 30% of AMI.

   (c) Of the required 35% affordable units referred to in subparagraph (a), additional affordable units aside from the ELI units should prioritize Very Low Income Households (up to 50% of AMI) and Low Income Households (up to 80% of AMI) but may include some housing restricted to Moderate Income Households (up to 120% of AMI), provided that the moderate-income units have rents that are still below market and are not funded by City subsidies.

8. Any project receiving the City's Housing Trust Fund ("HTF") funding shall also meet the City's HTF Guidelines, provided that said Housing Trust Fund Guidelines do not restrict or otherwise regulate the project's height, density, or development capacity.

9. Any project on the Property that includes construction of both Affordable Housing units and market-rate housing units shall construct the Affordable Housing units prior to or concurrently with any market-rate housing. In the event there are multiple phases of market rate or affordable housing, development of market rate and affordable housing shall be in accordance with a phasing plan approved by the City.

10. Affordable Housing units developed on the Property may be clustered into one or more buildings with 100% Affordable Housing buildings or dispersed amongst mixed-income housing buildings, but such Affordable Housing units must be designed in a way that integrates with the larger project on the Property and shares comparable design standards and quality.

11. If a development project will meet all or a portion of the requirements of the Inclusionary Ordinance through clustering as described in Paragraph 10, Owner or developer shall contribute funding towards such clustered Affordable Housing units in an amount calculated as follows: (1) multiplying $56.25 (as this amount may be adjusted biennially pursuant to City of Berkeley Resolution No. 70,698-N.S.) by the total residential unit floor area of the project less the floor area in any 100% affordable housing buildings and any floor area in market rate or mixed income buildings that is included as a result of any density bonus ("Net Residential Unit Floor Area"); and then (2) multiplying the result by the percentage of the City's 20% affordable housing requirement remaining after accounting for any on-site Affordable Housing units provided within mixed income buildings that comply with all of the requirements of the Inclusionary Housing Ordinance. For example, buildings that are 10% Affordable Housing units would contribute $28.12 per foot (half of $56.25), adjusted for inflation.

For the purpose of calculating the Net Residential Unit Floor Area, the floor area resulting from the density bonus is the total residential unit floor area (for the whole market rate/mixed income project) times the proportion of total units in the project in excess of those allowed under base zoning. By way of example, a project that clustered all affordable units in 100% Affordable Housing buildings would contribute $56.25 times (as adjusted) the base residential square footage of any market rate buildings, excluding any density bonus square footage. A project that included some Affordable Housing units on-site within the market rate buildings would make a pro-rated contribution.

12. The application of the State Density Bonus Law to the Property shall not yield a project that is less than 35% Affordable Housing as a proportion of the total units on the Property, or less than 50% Affordable Housing for the first 602 units.

Community Benefits

13. Development of the Property shall include at least 5,000 square feet (based on BOMA ANSI 2017 standards) of community/civic commercial ground floor interior space

for community-based organizations, non-profits, and/or small and minority-owned businesses such as the Berkeley Flea Market, to be leased (triple net) at no more than 50% of fair market triple net rent.

14. Development of the Property shall make space available to the Berkeley Flea Market in accordance with the requirements of the Exchange Agreement.

Public Infrastructure

15. Development of the Property shall comply with all obligations and requirements in the Exchange Agreement pertaining to Public Infrastructure, as that term is defined in the Exchange Agreement.

Objective Design Standards.

16. No application for any development project on the Property (including any preliminary application) shall be submitted to City before the earlier of (a) the City's adoption of objective design standards ("ODS") in accordance with the Exchange Agreement, or (b) the deadline for adopting ODS specified in Article 9 of the Exchange Agreement, as may be modified in accordance with the Exchange Agreement.

17. Except as provided in Paragraph 18 below, all development on the Property shall comply with ODS adopted in accordance with all relevant provisions of the Exchange Agreement, notwithstanding any waivers, incentives, concessions or other exceptions available by law

18. An application for development of the Property may seek waivers, incentives, concessions or other exceptions to otherwise applicable zoning or land use regulations to the extent permitted by law, but only with respect to (a) zoning requirements other than those set forth in or modified by the ODS, (b) ODS requirements pertaining to minimum square footage of active or non-residential ground floor uses, but only to the extent such requirements exceed 15,000 square feet, inclusive of the 5,000 square feet of community/civic commercial space described in Paragraph 13, and (c) other ODS requirements that do not pertain to height limits, setbacks/step-backs, open space or massing breaks.

General Provisions

19. Covenants Running with the Land: This Memorandum and the rights and obligations in this Memorandum are covenants running with the land and are binding upon any person or entity now or hereafter having any right, title or interest in the Property, or any part thereof, including any leasehold interest, and such person's or entity's heirs, successors, and assigns. The Covenants shall inure to the benefit of the East Lot and shall be enforceable by City as the holder of legal or equitable title in the East Lot, for so long as the City holds such title in any portion of the East Lot; provided, however, that the Covenants shall not be enforceable by the owner of any portion of the East Lot conveyed by the City to a private party. All the terms and provisions of this Memorandum shall be enforceable as equitable servitudes and are covenants running with the land pursuant to applicable law, including without limitation Section 1468 of the

California Civil Code.

20. Subdivision and Development of the Property.

a) The City understands and acknowledges that, in order to achieve the intent of the Exchange Agreement, the Property may be subdivided into separate parcels (collectively the "Parcels" and individually a "Parcel"), and developed in separate phases pursuant to Ground Lease Agreements, as that term is defined in the Exchange Agreement. In the likely event that the subdivision and Ground Lease Agreements contemplate that one or more Parcels will be retained by Owner for use in connection with its transit operations, City agrees to terminate this Memorandum with respect to that Parcel (or those Parcels) only.

b) In the event that the phased development of the Property results in a period of time during which one or more of the requirements described in paragraphs 1-17 have not been met, said noncompliance shall not constitute a breach of this Memorandum provided that: i) the executed Ground Lease Option will result in full compliance with said requirements upon execution of all of the related Ground Leases and completion of construction thereunder, and ii) phasing of the projects on the Property is consistent with the provisions of Paragraph 9 of this Memorandum.

c) In the event that the phased development of the Property results in one or more, but fewer than all of the Parcels being responsible for full compliance with one or more of the requirements described in paragraphs 1-17, the City shall not unreasonably withhold its consent to an amendment to this Memorandum that identifies said Parcel or Parcels as being solely responsible for satisfying said requirements. Any subsequent breach of said responsibility shall be enforced against the responsible Parcel or Parcels only, and the Ground Lease tenants of the other parcels shall not be deemed to be in violation of their obligations under this Memorandum.

21. Term: The provisions of this Memorandum shall remain in force and effect for ninety-nine years after the effective date of the first Ground Lease, as defined in the Exchange Agreement, for a portion of the Property, unless amended or terminated pursuant to Paragraph 24 below.

22. Severability: Invalidation of any of the provisions contained in this Memorandum, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions of this Memorandum or its application to any other person, which shall remain in full force and effect.

23. Integrated Agreement: This Memorandum constitutes Owner's entire declaration of covenants, conditions, and restrictions concerning the subjects of this Memorandum; provided, however, that nothing herein shall limit the obligations of Owner or any other party to comply with all of its obligations under the Exchange Agreement. The City ordinance authorizing the Exchange Agreement is recorded in the Official Records of Alameda County.

24. Amendment and Termination: No amendment or modification of this Memorandum shall be valid unless in writing, executed by Owner and City, and

recorded in the Official Records of Alameda County, California. This Memorandum shall terminate if a notice of termination, signed by Owner and City, with respect to the Property is recorded.

25. Mortgage Protection: Breach of any restriction or provision of this Memorandum does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the restrictions and other provisions of this Memorandum are binding and effective as to any mortgagee or beneficiary of a deed of trust that acquires fee title by foreclosure, trustee's sale, or otherwise.

26. Rights Inseverable: The rights or obligations created in this Memorandum shall not be severable from the Property, nor separately conveyed therefrom.

27. Authority to Make and Record Memorandum: Owner has consented to, accepted, approved, and authorized this Covenant, and all requisite action has been taken by Owner in connection with its execution by the below signatory, and Owner authorizes its recordation in the Official Records of Alameda County, California.

28. Captions and Capitalized Terms: The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Memorandum. Capitalized terms not defined herein shall, unless otherwise indicated, have the meanings ascribed to such terms in the Exchange Agreement.

29. Construction: This Memorandum shall be construed in accordance with the laws of the State of California.

OWNER:

Date:_____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.

_____

By:

Its:

Approved as to Form

_____

By:

Its:

CITY:

Date:_____ CITY OF BERKELEY, a charter city.

By:

Its:

Approved as to Form

_____

By:
Its:

Exhibit 1

1. Air Quality - Diesel Particulate Matter Controls during Construction. All off-road construction equipment used for projects with construction lasting more than 2 months shall comply with one of the following measures:

    A. The project applicant shall prepare a health risk assessment that demonstrates the project's on-site emissions of diesel particulate matter during construction will not exceed health risk screening criteria after a screening-level health risk assessment is conducted in accordance with current guidance from BAAQMD and OEHHA. The health risk assessment shall be submitted to the Land Use Planning Division for review and approval prior to the issuance of building permits; or

    B. All construction equipment shall be equipped with Tier 2 or higher engines and the most effective Verified Diesel Emission Control Strategies (VDECS) available for the engine type (Tier 4 engines automatically meet this requirement) as certified by the California Air Resources Board (CARB). The equipment shall be properly maintained and tuned in accordance with manufacturer specifications.

    C. In addition, a Construction Emissions Minimization Plan (Emissions Plan) shall be prepared that includes the following:

        i. An equipment inventory summarizing the type of off-road equipment required for each phase of construction, including the equipment manufacturer, equipment identification number, engine model year, engine certification (tier rating), horsepower, and engine serial number. For all VDECS, the equipment inventory shall also include the technology type, serial number, make, model, manufacturer, CARB verification number level, and installation date.

        ii. A Certification Statement that the Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of contract. The Emissions Plan shall be submitted to the Public Works Department for review and approval prior to the issuance of building permits.

2. 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.

3. 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 Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, 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.

4. 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.

5. Construction Hours. Construction activity shall be limited to between the hours of 8:00 AM and 6:00 PM on Monday through Friday, and between 9:00 AM and Noon on Saturday. No construction-related activity shall occur on Sunday or any Federal Holiday.

6. Construction Noise Reduction Program. The applicant shall develop a site-specific noise reduction program prepared by a qualified acoustical consultant to reduce construction noise impacts to the maximum extent feasible, subject to review and approval of the Zoning Officer. The noise reduction program shall include the time limits for construction listed above, as measures needed to ensure that construction complies with BMC Section 13.40.070, Prohibited Acts. The noise reduction program should include, but shall not be limited to, the following available controls to reduce construction noise levels as low as practical:

   A. Construction equipment should be well maintained and used judiciously to be as quiet as practical.

   B. Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment.

   C. Utilize "quiet" models of air compressors and other stationary noise sources where technology exists. Select hydraulically or electrically powered equipment and avoid pneumatically powered equipment where feasible.

   D. Locate stationary noise-generating equipment as far as possible from sensitive receptors when adjoining construction sites. Construct temporary noise barriers or partial enclosures to acoustically shield such equipment where feasible.

   E. Prohibit unnecessary idling of internal combustion engines.

   F. If impact pile driving is required, pre-drill foundation pile holes to minimize the number of impacts required to seat the pile.

   G. Construct solid plywood fences around construction sites adjacent to operational business, residences or other noise-sensitive land uses where the noise control plan analysis determines that a barrier would be effective at reducing noise.

   H. Erect temporary noise control blanket barriers, if necessary, along building facades facing construction sites. This mitigation would only be necessary if conflicts occurred which were irresolvable by proper scheduling. Noise control blanket barriers can be rented and quickly erected.

   I. Route construction related traffic along major roadways and away from sensitive receptors where feasible.

7. Construction Noise Management. Public Notice Required. At least two weeks prior to initiating any construction activities at the site, the applicant shall provide notice to businesses and residents within 500 feet of the project site. This notice shall at a minimum provide the following: (1) project description, (2) description of construction activities during extended work hours and reason for extended hours, (3) daily construction schedule (i.e., time of day) and expected duration (number of months), (4) the name and phone number of the Project Liaison for the project that is responsible for responding to any local complaints, and (5) that construction work is about to commence. The liaison would determine the cause of all construction-related complaints (e.g., starting too early, bad muffler, worker parking, etc.) and institute reasonable measures to correct the problem. A copy of such notice and methodology for distributing the notice shall be provided in advance to the City for review and approval.
8. Damage Due to Construction Vibration. The project applicant shall submit screening level analysis prior to, or concurrent with demolition building permit. If a screening level analysis shows that the project has the potential to result in damage to structures, a structural engineer or other appropriate professional shall be retained to prepare a vibration impact assessment (assessment). The assessment shall consider project specific information such as the composition of the structures, location of the various types of equipment used during each phase of the project, as well as the soil characteristics in the project area, in order to determine whether project construction may cause damage to any of the structures identified as potentially impacted in the screening level analysis. If the assessment finds that the project may cause damage to nearby structures, the structural engineer or other appropriate professional shall recommend design means and methods of construction that to avoid the potential damage, if feasible. The assessment and its recommendations shall be reviewed and approved by the Building and Safety Division and the Zoning Officer. If there are no feasible design means or methods to eliminate the potential for damage, the structural engineer or other appropriate professional shall undertake study of existing conditions (study) of any structures (or, in case of large buildings, of the portions of the structures) that may experience damage.

   This study shall establish the baseline condition of these structures, including, but not limited to, the location and extent of any visible cracks or spalls; and include written descriptions and photographs.

   The study shall be reviewed and approved by the Building and Safety Division and the Zoning Officer prior to issuance of a grading permit. Upon completion of the project, the structures (or, in case of large buildings, of the portions of the structures) previously inspected will be resurveyed, and any new cracks or other changes shall be compared to pre-construction conditions and a determination shall be made as to whether the proposed project caused the damage. The findings shall be submitted to the Building and Safety Division and the Zoning Officer for review. If it is determined that project construction has resulted in damage to the structure, the damage shall be repaired to the pre-existing condition by the project sponsor, provided that the property owner approves of the repair.

9. Avoid Disturbance of Nesting Birds. Initial site disturbance activities, including vegetation and concrete removal, shall be prohibited during the general avian nesting season (February 1 to August 30), if feasible. If nesting season avoidance is not feasible, the applicant shall retain a qualified biologist to conduct a preconstruction nesting bird survey to determine the presence/absence, location, and activity status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the MBTA and CFGC, nesting bird surveys shall be performed not more than 14 days prior to scheduled vegetation and concrete removal. In the event that active nests are discovered, a suitable buffer (typically a minimum buffer of 50 feet for passerines and a minimum buffer of 250 feet for raptors) shall be established around such active nests and no construction shall be allowed inside the buffer areas until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest). No ground-disturbing activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring between August 31 and January 31.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

SCHEDULE 4.4.4
Grant Deed – East Lot

RECORDING REQUESTED BY:

Old Republic Title Company

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

Farimah Brown
City Attorney
City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

APN 053-1703-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant to Government Code Sections 6103 and 27383

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Revenue & Taxation Code § 11922
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Berkeley, CA

Grant Deed

Grant Deed

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. ("Grantor"),

hereby GRANTS to

CITY OF BERKELEY, a municipal corporation of the State of California,

all that property in the City of Berkeley, County of Alameda, State of California, more particularly described in **"EXHIBIT A"** attached hereto and incorporated herein by reference ("Property"), free and clear of any reserved rights of Grantor (including without limitation any claim of easement for mid-block pedestrian passage).

Grantor has consented to, accepted, approved, and authorized this conveyance of land pursuant to its Resolution No. *(add Resolution number)* entitled *(add name of Resolution)*.

Dated: _____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

_____

By:

Its:

Approved as to Form

_____

By:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, personally appeared

_____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Notary Public [seal]

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this Grant Deed dated _____ from the San Francisco Bay Area Rapid Transit District to the City of Berkeley, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City of Berkeley, pursuant to authority conferred by City Council Resolution _____ adopted on _____, and the City of Berkeley consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY OF BERKELEY

_____

By:

Title: City Manager

ATTEST:

_____

CITY CLERK

Approved as to form:
Date:_____
By: _____
City Attorney

EXHIBIT A

The real property situated in the City of Berkeley, County of Alameda, State of California, described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for sidewalk and Adeline driveway as described in "Reciprocal Easements Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq., in Official Records under Recorder's Serial Number 2008255323, and shown on Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

SCHEDULE 5.2
Schedule

Activity	Lead Party	Outside Date
Exchange Agreement Execution	BART & City	10-Jan-25
West Lot Developer Solicitation Issuance	BART	10-Dec-24
West Lot Developer Selection	BART Board of Directors	No later than 7 months after West Lot Developer Solicitation Issuance
Execution of an Exclusive Negotiating Agreement or other appropriate agreement ("**ENA**") with West Lot Developer	BART	No later than 9 months after West Lot Developer selection
City Affordable Housing Predevelopment Housing funds (if requested) to East Lot Developer and/or West Lot Developer	City	No later than 60 days after Developer selection
Adoption of Objective Design Standards for West Lot	City	No later than 9 months after ENA execution, subject to potential 30-day extension for approved force majeure event
Infrastructure Financing Strategy: Draft strategy prepared by City and BART with collaboration by West Lot Developer	City & BART with collaboration by West Lot Developer	No later than 9 months after ENA execution; failure to complete this shall not constitute default.
West Lot Developer submits a complete application for a Master Development Permit, or for at least one affordable housing building's entitlements/permit	West Lot Developer	No sooner than Adoption of ODS (or 9 months from execution of ENA, whichever comes first) and no later than 3 years from execution of ENA
Project Financing: For each affordable housing project, development team secures complete project financing. If this milestone is not met, the City may rescind the development funding reservation for that project component.	West Lot Developer and East Lot Developer	31-Dec-2035

SCHEDULE 5.5

CITY STANDARD CONDITIONS OF APPROVAL RELIED ON IN R-BMU ZONING EIR

1. Air Quality - Diesel Particulate Matter Controls during Construction. All off-road construction equipment used for projects with construction lasting more than 2 months shall comply with one of the following measures:

   A. The project applicant shall prepare a health risk assessment that demonstrates the project's on-site emissions of diesel particulate matter during construction will not exceed health risk screening criteria after a screening-level health risk assessment is conducted in accordance with current guidance from BAAQMD and OEHHA. The health risk assessment shall be submitted to the Land Use Planning Division for review and approval prior to the issuance of building permits; or

   B. All construction equipment shall be equipped with Tier 2 or higher engines and the most effective Verified Diesel Emission Control Strategies (VDECS) available for the engine type (Tier 4 engines automatically meet this requirement) as certified by the California Air Resources Board (CARB). The equipment shall be properly maintained and tuned in accordance with manufacturer specifications.

   C. In addition, a Construction Emissions Minimization Plan (Emissions Plan) shall be prepared that includes the following:

      i. An equipment inventory summarizing the type of off-road equipment required for each phase of construction, including the equipment manufacturer, equipment identification number, engine model year, engine certification (tier rating), horsepower, and engine serial number. For all VDECS, the equipment inventory shall also include the technology type, serial number, make, model, manufacturer, CARB verification number level, and installation date.

      ii. A Certification Statement that the Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of contract. The Emissions Plan shall be submitted to the Public Works Department for review and approval prior to the issuance of building permits.

2. 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.

3. 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 Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, 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.

4. 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.

5. Construction Hours. Construction activity shall be limited to between the hours of 8:00 AM and 6:00 PM on Monday through Friday, and between 9:00 AM and Noon on Saturday. No construction-related activity shall occur on Sunday or any Federal Holiday.

6. Construction Noise Reduction Program. The applicant shall develop a site-specific noise reduction program prepared by a qualified acoustical consultant to reduce construction noise impacts to the maximum extent feasible, subject to review and approval of the Zoning Officer. The noise reduction program shall include the time limits for construction listed above, as measures needed to ensure that construction complies with BMC Section 13.40.070, Prohibited Acts. The noise reduction program should include, but shall not be limited to, the following available controls to reduce construction noise levels as low as practical:

   A. Construction equipment should be well maintained and used judiciously to be as quiet as practical.

   B. Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment.

   C. Utilize "quiet" models of air compressors and other stationary noise sources where technology exists. Select hydraulically or electrically powered equipment and avoid pneumatically powered equipment where feasible.

   D. Locate stationary noise-generating equipment as far as possible from sensitive receptors when adjoining construction sites. Construct temporary noise barriers or partial enclosures to acoustically shield such equipment where feasible.

   E. Prohibit unnecessary idling of internal combustion engines.

   F. If impact pile driving is required, pre-drill foundation pile holes to minimize the number of impacts required to seat the pile.

   G. Construct solid plywood fences around construction sites adjacent to operational business, residences or other noise-sensitive land uses where the noise control plan analysis determines that a barrier would be effective at reducing noise.

   H. Erect temporary noise control blanket barriers, if necessary, along building facades facing construction sites. This mitigation would only be necessary if conflicts occurred which were irresolvable by proper scheduling. Noise control blanket barriers can be rented and quickly erected.

   I. Route construction related traffic along major roadways and away from sensitive receptors where feasible.

7. Construction Noise Management. Public Notice Required. At least two weeks prior to initiating any construction activities at the site, the applicant shall provide notice to businesses and residents within 500 feet of the project site. This notice shall at a minimum provide the following: (1) project description, (2) description of construction activities during extended work hours and reason for extended hours, (3) daily construction schedule (i.e., time of day) and expected duration (number of months), (4) the name and phone number of the Project Liaison for the project that is responsible for responding to any local complaints, and (5) that construction work is about to commence. The liaison would determine the cause of all construction-related complaints (e.g., starting too early, bad muffler, worker parking, etc.) and institute reasonable measures to correct the problem. A copy of such notice and methodology for distributing the notice shall be provided in advance to the City for review and approval.

8. Damage Due to Construction Vibration. The project applicant shall submit screening level analysis prior to, or concurrent with demolition building permit. If a screening level analysis shows that the project has the potential to result in damage to structures, a structural engineer or other appropriate professional shall be retained to prepare a vibration impact assessment (assessment). The assessment shall consider project specific information such as the composition of the structures, location of the various types of equipment used during each phase of the project, as well as the soil characteristics in the project area, in order to determine whether project construction may cause damage to any of the structures identified as potentially impacted in the screening level analysis. If the assessment finds that the project may cause damage to nearby structures, the structural engineer or other appropriate professional shall recommend design means and methods of construction that to avoid the potential damage, if feasible. The assessment and its recommendations shall be reviewed and approved by the Building and Safety Division and the Zoning Officer. If there are no feasible design means or methods to eliminate the potential for damage, the structural engineer or other appropriate professional shall undertake study of existing conditions (study) of any structures (or, in case of large buildings, of the portions of the structures) that may experience damage.

   This study shall establish the baseline condition of these structures, including, but not limited to, the location and extent of any visible cracks or spalls; and include written descriptions and photographs.

   The study shall be reviewed and approved by the Building and Safety Division and the Zoning Officer prior to issuance of a grading permit. Upon completion of the project, the structures (or, in case of large buildings, of the portions of the structures) previously inspected will be resurveyed, and any new cracks or other changes shall be compared to pre-construction conditions and a determination shall be made as to whether the proposed project caused the damage. The findings shall be submitted to the Building and Safety Division and the Zoning Officer for review. If it is determined that project construction has resulted in damage to the structure, the damage shall be repaired to the pre-existing condition by the project sponsor, provided that the property owner approves of the repair.

9. Avoid Disturbance of Nesting Birds. Initial site disturbance activities, including vegetation and concrete removal, shall be prohibited during the general avian nesting season (February 1 to August 30), if feasible. If nesting season avoidance is not feasible, the applicant shall retain a qualified biologist to conduct a preconstruction nesting bird survey to determine the presence/absence, location, and activity status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the MBTA and CFGC, nesting bird surveys shall be performed not more than 14 days prior to scheduled vegetation and concrete removal. In the event that active nests are discovered, a suitable buffer (typically a minimum buffer of 50 feet for passerines and a minimum buffer of 250 feet for raptors) shall be established around such active nests and no construction shall be allowed inside the buffer areas until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest). No ground-disturbing activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring between August 31 and January 31.

Exhibit A

SCHEDULE 7.2
West Lot City Funds Conditions

1. West Lot City Funds shall be used only to support development of Affordable Housing units on the West Lot over and above 20% of the total units (including density bonus units).

2. West Lot City Funds shall comply with the City's Housing Trust Fund Guidelines.

3. The City shall not be obligated to provide more than an average of $200,000 per Affordable Housing unit, counting only those Affordable Housing units provided above and beyond 20% of the total units (including density bonus units) in the West Lot project in the event that market rate units are planned, and counting only those units that are affordable to Extremely Low Income Households, Very Low Income Households, and Low Income Households.

4. West Lot City Funds shall be available to buildings which are 100% Affordable Housing, or, at the City's sole discretion, to Affordable Housing units dispersed amongst mixed-income housing buildings which meet the City's Housing Trust Fund Guidelines.

5. For any West Lot Developer planning to construct market-rate units and to cluster Affordable Housing units into one or more 100% Affordable Housing buildings, West Lot City Funds shall only be available to a developer who submits an Affordable Housing Compliance Plan ("AHCP") to confirm that the project's affordable proforma(s) shows the following developer contribution as a source and the market rate proforma(s) shows the following developer contribution as a use. The amount of this developer contribution shall be calculated by: 1) multiplying $56.25 (as this amount may be adjusted biennially pursuant to City of Berkeley Resolution No. 70,698-N.S.) by the Total Residential Unit Floor Area of the project or projects after excluding the floor area in any 100% affordable housing buildings and any floor area in market rate or mixed income buildings that is included as a result of the state density bonus; and then 2) multiplying the result by the percentage of the City's 20% affordable housing requirement remaining after accounting for any on-site Affordable Units provided within mixed income buildings that comply with all of the requirements of Berkeley's Inclusionary Housing Ordinance (codified in Berkeley Municipal Code section 23.328). For example, buildings that are 10% affordable would contribute $28.12 per foot (half of $56.25), adjusted for inflation. For the purpose of calculating the Total Residential Unit Floor Area, the area resulting from the density bonus is the total Residential Unit Floor Area (for the whole market rate/mixed income project) times the proportion of total units in the project in excess of those allowed under base zoning (the "Density Bonus Percentage"). As a result of this formula, a project that clustered all affordable units in 100% affordable buildings would contribute $56.25 times (as adjusted) the base residential square footage of any market rate buildings, excluding any density bonus square footage. A project that included some affordable units on-site within the market rate buildings would make a pro-rated contribution.

   If the AHCP is completed before BART's Board of Directors approves the final terms with West Lot Developer, then BART shall review and approve the AHCP prior to City review.

West Lot City Funds shall only be available to a developer who agrees to all feasible measures to mitigate significant development impacts adopted in connection with the City's adoption on June 28, 2022 of the Residential - BART Mixed Use (R-BMU) zoning district and all applicable standard conditions of approval relied upon in the associated EIR.

SCHEDULE 7.3
East Lot City Funds Conditions

1. East Lot City Funds shall be used only to support development of Affordable Housing units on the East Lot over and above 20% of the total units (including density bonus units).

2. East Lot City Funds shall comply with the City's Housing Trust Fund Guidelines.

3. The City shall not be obligated to provide more than an average of $200,000 per Affordable Housing unit, counting only those Affordable Housing units provided above and beyond 20% of the total units (including density bonus units) in the project, and counting only those Affordable Housing Units that are affordable to very low income or lower-income households as defined in California Health and Safety Code sections 50052.5 and 50053.

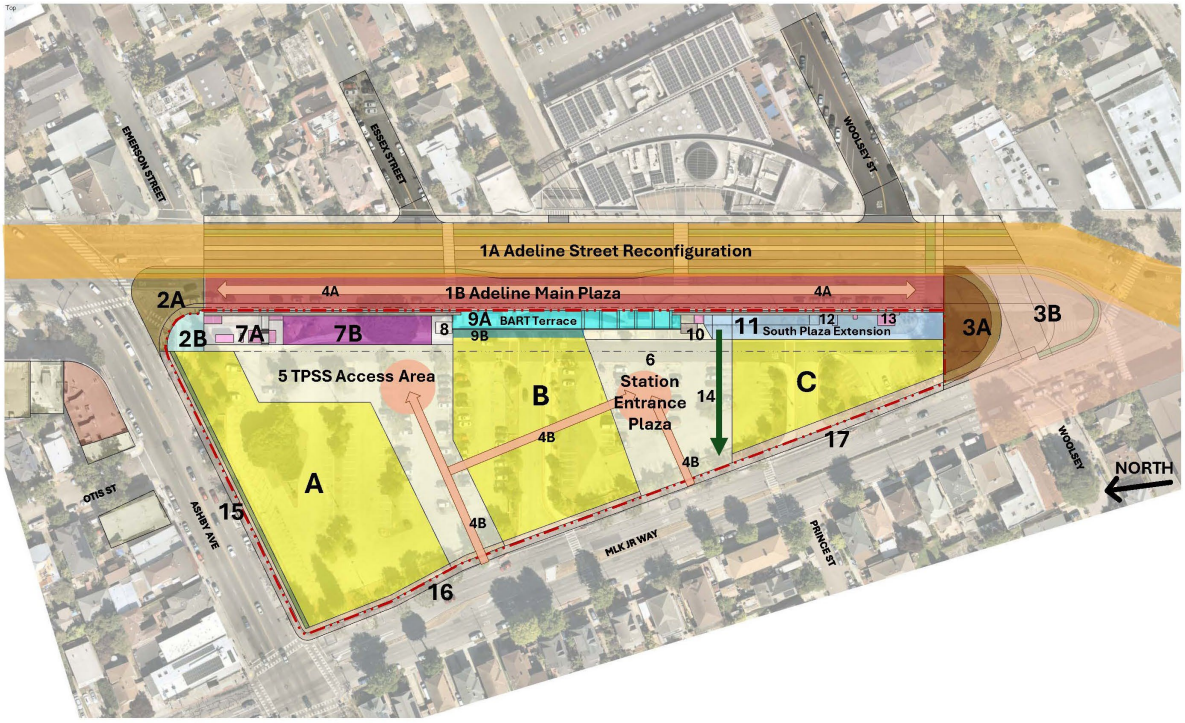
4. East Lot City Funds shall be available to buildings which are 100% Affordable Housing, or, at the City's sole discretion, to Affordable Housing units dispersed amongst mixed-income housing buildings which meet the City's Housing Trust Fund Guidelines.

5. East Lot City Funds shall only be available to a developer who agrees to all feasible measures to mitigate significant development impacts, as determined by City.

Exhibit A

SCHEDULE 8.1.2
INFRASTRUCTURE MAP

Note: The number and footprint of structural elements, as well as the spaces between them, have not been designed and are illustrative. The actual location of various structural elements may differ from the depictions below.



Public Areas

Adeline Street Reconfiguration* **	**1A**
Adeline Main Plaza	**1B**
Ashby/Adeline Corner Plaza**, ***	2A
Ashby/Adeline Corner Plaza Extension**	2B
Existing BART Terrace	9A
BART Terrace Extension*	9B
South Plaza Extension**	11
MLK/ Adeline/Woolsey Plaza**, ***	3A
MLK/ Adeline/Woolsey Intersection Redesign**, ***	3B
Ashby Sidewalk Widening	15
MLK Sidewalk Widening (north)	16
MLK Sidewalk/Bikeway Widening(south)	17
TPSS Access Area**	**5**
Station Entrance Plaza**	**6**

Other Elements

North Platform Egress Stair & BART Vents and TPSS Equipment	7A
TPSS Replacement Area	7B
North Plaza Stair (to be rebuilt)	8
South Plaza Stair (to be rebuilt)	10
ADA Pedestrian/Bike Connection/Ramp (new)**	14
South Platform Egress Stair & BART Storage (access to be reconfigured)	12
BART Vents (to be extended to/above plaza)	13
Estimated BART Property Line	
Estimated Zone of Influence	
Development Areas**	(A, B, C)
Required Emergency Access **, ****	4B
Adeline Main Plaza EVA	4A

*Potential extension, not required, building could be built up to Existing BART Terrace
** Location and geometry flexible if all performance requirements are met
*** Funding for Adeline St Reconfiguration subject to identification of City financial resources to fund improvements; City has identified these improvements as a top priority for funding.
**** 4A refers only to that segment of 4 within the City's ROW; 4B refers only to that segment of 4 within BART's parcel.

Exhibit A

SCHEDULE 8.1.3
INFRASTRUCTURE MATRIX

Map ID	Infrastructure Cost Category	Priority	Funding Sources	Responsibility in the Event of Funding Shortfall	Maintenance Responsibility
PUBLIC AREAS					
1A	Adeline Street Reconfiguration ***	Essential	Bond Funds/Alameda County/OBAG 4/Grants & Subsidies	City	City
1B, 4A	Adeline Main Plaza ***	Essential	Grants & Subsidies/IIG/AHSC/EIFD	City	City (CFD-funded)
2A	Ashby/Adeline Corner Plaza **, ***	Essential	Grants & Subsidies/IIG/AHSC	City	City (CFD-funded)
2B	Ashby/Adeline Corner Plaza Extension **	High	Developer Contribution/Grants & Subsidies/IIG/AHSC	Developer	City (CFD-funded)
9A	Existing BART Terrace	High	Developer Contribution/Grants & Subsidies/IIG/AHSC/EIFD	BART	BART
9B	BART Terrace Extension *	High	Developer Contribution/Grants & Subsidies/IIG/AHSC/EIFD	Developer	Developer
11	South Plaza Extension **	Essential	Developer Contribution/Grants & Subsidies/IIG/AHSC/EIFD	Developer	City (CFD-funded)
3A	MLK/Adeline/Woolsey Plaza **, ***	Medium	Grants & Subsidies/IIG/AHSC	City	City (CFD-funded)
3B	MLK/Adeline/Woolsey Intersection Redesign **, ***	High	Bond Funds/Alameda County/OBAG 4/Grants & Subsidies/IIG/AHSC/City's General Fund	City	City
15	Ashby Sidewalk Widening	Medium	Developer Contribution	Developer	City
16	MLK Sidewalk Widening (north)	Medium	Developer Contribution	Developer	City
17	MLK Sidewalk/Bikeway Widening (south)	Medium	Developer Contribution	Developer	City
5	TPSS Access Area including crane area **	High	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
6	Station Entrance Plaza **	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
-	BART Parking - ADA Rider Parking & Staff Parking (station agents, police)	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
-	BART Rider Parking - General	Medium	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
OTHER INFRASTRUCTURE ELEMENTS					
7A	North Platform Egress Stair, BART Vents & TPSS Equipment	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
7B	TPSS Replacement Area	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
8	North Plaza Stair (to be rebuilt)	High	BART or Developer Contribution/Grants/Subsidies	Developer	BART
10	South Plaza Stair (to be rebuilt)	Essential	Developer Contribution/Grants/Subsidies	Developer	BART
14	ADA and Bike Ramps (new) **	Essential	Developer Contribution/Grants/Subsidies	Developer	Developer
12	South Platform Egress Stair + BART Storage (access to be reconfigured)	High	Developer Contribution/Grants/Subsidies	Developer	BART
13	BART Vents (to be extended above plazas)	High	Developer Contribution/Grants/Subsidies	Developer	BART
4B	Required Emergency Access + Turn Around **, ****	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	Developer

Notes:

* Potential extension, not required if building is built up to Existing BART Terrace.
** Location and geometry flexible if all performance requirements are met.
*** Funding for Adeline St Reconfiguration subject to identification of City financial resources to fund improvements; City has identified these improvements as a top priority for funding.
**** 4A refers only to that segment of 4 within the City's ROW; 4B refers only to that segment of 4 within BART's parcel.

SCHEDULE 9.2.1
ODS REQUIREMENTS

The City's future Objective Design Standards **(**ODS) for the West Lot shall be binding on BART and the West Lot Developer without respect to any waivers, incentives or other exceptions that may otherwise be available under the Density Bonus Law or other provision of law, and BART shall require the West Lot Developer to comply with the Final ODS utilizing its real estate agreements, provided that:

1. City zoning is consistent with AB 2923 in that it allows a density of at least 75 dwelling units per acre and a height of at least 7 stories, and does not require parking in excess of the AB 2923 maximums;

2. The ODS is adopted by City for the West Lot within the Approval Period;

3. City's Preliminary and Final ODS include standards that are applicable to development that qualifies for a density bonus under the state Density Bonus Law and allow for greater heights than existing zoning ("**ODS Density Bonus Standards**"). The ODS Density Bonus Standards must (a) allow heights of at least 85 feet without a maximum number of stories, and (b) allow (but not require) that development occur in BART's Zone of Influence ("**ZOI**");

4. The ODS Density Bonus Standards, when applied to a hypothetical development that (a) is within the net developable area ("**NDA**") footprint shown in Schedule 9.2.2, the Capacity Study, and (b) has a height no greater than 8 stories, allow for a gross residential square footage of at least 600,000 sq ft.; and

5. The ODS Density Bonus Standards, when applied to a hypothetical development within the NDA that has a height over 85 feet but within the maximum height allowed by the ODS Density Bonus Standards, allow for a gross residential square footage of at least 750,000 square feet.

The Parties agree that an 8-story development under ODS Density Bonus Standards meeting the above requirements will allow for at least 600 units, based on an average net floor area of 750 square feet per unit, assuming a 75% efficiency factor.

Notwithstanding the foregoing, the West Lot Developer may invoke waivers, incentives or other exceptions, to the extent permitted by law, but only with respect to (a) zoning requirements other than those set forth in or modified by the ODS, (b) ODS requirements pertaining to minimum square footage of active or non-residential ground floor uses , but only to the extent such requirements exceed 15,000 square feet, inclusive of the 5,000 square feet of community/civic commercial space, and (c) other ODS requirements that do not pertain to height limits, setbacks/step-backs, open space or massing breaks.

Net Developable Area

The NDA is defined as the gross developable area of the West Lot, as shown in Schedule 9.2.2, the Capacity Study. The NDA assumes development will occur in the BART ZOI. The NDA shown in the Capacity Study shall not be altered for purposes of determining compliance of ODS with these ODS Requirements, regardless of any later alterations made to the location of BART infrastructure, public site circulation, or building footprints, or any other considerations of development feasibility that may arise in connection with a proposed development project.

The final NDA shall be used solely for the purposes of calculating ODS Capacity and shall not otherwise bind BART, the City or the West Lot Developer in any manner, including with respect to the size, location or configuration of the development footprint for the final project.

ODS Capacity

The amount of gross residential square footage allowed under the applicable Density Bonus Standards ("**ODS Capacity**") shall be calculated by applying R-BMU zoning requirements to a hypothetical project eligible for density bonus within the NDA at the heights specified in paragraphs 4 and 5 above, as applicable, and accounting for square footage that is lost due to required setbacks, step-backs, massing breaks, or other required features (e.g. fire and life safety requirements) required under by the ODS Density Bonus Standards. The determination of ODS Capacity shall be made by Raimi if mutually agreed by the Parties, or if not, then a design professional such as a member of the American Institute of Certified Planners (AICP) or licensed architect, to be selected by mutual agreement of BART and the City. The determination of ODS Capacity shall use the same extrinsic assumptions used in the agreed-upon Capacity Study (to the extent not impacted by the ODS), including without limitation the number of stories (with respect to paragraph 4 above only), space required for emergency access, and the amount of parking assumed for each building. ODS Capacity will be calculated for the entirety of the West Lot development and not individual buildings or blocks. For purposes of the ODS Capacity calculation, residential square footage shall not include square footage for parking.

Exhibit A

SCHEDULE 9.2.2
CAPACITY STUDY

Purpose

BART and the City of Berkeley engaged Raimi + Associates to analyze the development capacity of the Ashby BART Station West Lot to inform their negotiations over future transit-oriented development projects at the site. The net developable area of the site, as defined below, will be used to calculate the total amount of development that is permitted under the objective design standards for the site that are to be developed and adopted by the City of Berkeley, to ensure that the ODS meet the provisions of Schedule 9.2.1. ODS meeting the provisions of Schedule 9.2.1 will be binding on the West Lot Developer via restrictive covenants and BART's real estate agreements.

Methodology

Net developable area (NDA) is defined as the developable area of the West Lot, exclusive of surface areas utilized for public site circulation and BART infrastructure. For the purpose of this capacity study, hypothetical West Lot development areas were determined by the access requirements for the site that were established in consultation with BART and City of Berkeley transportation planners, engineers and public safety staff. An additional emergency vehicle access (EVA) is required through development area B. The total NDA is calculated as 123,000 square feet (see table 1), or approximately 2.82 acres.

Raimi + Associates created architectural models of hypothetical buildings within the NDA, as shown in Figure 1, using the site design assumptions agreed upon by the parties and listed below, for the purpose of estimating the maximum potential development capacity of the site.

Figure 1. Net Developable Area



Table 1. Net Developable Area

Development Area A	~58,300 SF
Development Area B	~41,400 SF
Development Area C	~23,300 SF
Net Developable Area	**123,000 SF**

Site Design Assumptions

- Gross residential floor area, as calculated in "Capacity Findings" below, includes residential units, horizontal and vertical circulation, common spaces, and utility and maintenance spaces.
- Estimated unit counts assume an average gross unit size 1000 sf. Unit counts were calculated per floor per building and rounded down to number of full units per floor.
- Approximately 12,850 square feet of commercial / non-residential space. Any additional commercial space would reduce residential floor area and unit count.
- Development project is assumed to take advantage of state density bonus waivers and concessions to supersede the following R-BMU zoning provisions:
    - Maximum height of 7 stories
    - Active frontage location requirements
    - Parking structure design, underground or located behind conditioned building space
    - On-site pedestrian access from Ashby Avenue
- Mid-rise construction, with Buildings A and B up to 7 stories, and Building C up to 8 stories (requires all access to Building C to be from Adeline or MLK, no access to Station Entrance Plaza).
- EVA modeled through building B included a 60-foot wide connection that included a 20-foot wide emergency vehicle accessway (to be expanded to 26 feet if aerial operations required) and landscaped/stoop areas to activate the through access. The emergency vehicle access is likely to be required to be designed as a pedestrian pathway in the ODS. Bridges will be allowed over the EVA if they do not exceed 30 feet in depth and include a minimum 20 feet high passageway for emergency vehicles.
- 65-foot wide double loaded corridor buildings. In practice, this would be an average and provide space for building articulation, projections, and balconies that may increase or decrease the building width.
- Construction within the BART tunnel Zone of Influence is assumed (8,220 sf of net developable area, about 7% of total net developable area).
- Sidewalks: 13 feet on Ashby, 15 feet on MLK north of station access, 22 feet on MLK south of station access which also includes two-way cycletrack.
- Vehicle Parking:
    - BART rider parking: minimum 11 ADA spaces + 3 staff spaces (co-located in a residential garage).
    - Residential parking goal: 1 space per 5 units (not necessarily located evenly across the site; spaces may be in one garage located within a single building). Goal is only achievable with parking below grade under Building C, which may be costly.
- Bike Parking:
    - Bike station: minimum of 128 spaces – 3,000 to 4,000 sf

  - Shared bike facilities: 23 spaces, external to buildings, easy access to station at 3 feet per bike = ~70 linear feet.
  - Bike lockers: minimum 46 lockers, internal space, ~2,250 sf, about 102 feet x 22 feet
  - Bike racks: minimum 134 racks at 3 feet per 2 bikes, 200 linear feet of bike racks.
- Approximately 17,000 sf reduction of floor area is assumed for façade articulation and other design requirements that would likely result from ODS, including the following potential requirements:
  - Maximum building length fronting Ashby Avenue shall not exceed 240 feet.
  - Façade planes shall not exceed 160 measured from a building corner or major building break.
  - Major breaks shall be a minimum 8 feet wide and 8 feet in depth.
  - Where ground floor residential units front MLK Jr Way, the first two floors shall be set back a minimum of 5 feet to provide space for stoops, landscaping, and improve privacy for ground floor units.
  - Enclosed Courtyards shall have a minimum width of 60 feet.

Capacity Findings

Raimi + Associates estimated the West Lot development capacity at approximately 632,000 square feet of gross residential floor area, or approximately 624 dwelling units (see Table 2).

These assumptions and findings shall be used solely for the purposes of calculating ODS Capacity per Schedule 9.2.1, and shall not otherwise bind BART, the City, or the West Lot Developer in any manner, including with respect to the size, location, or configuration of the development footprint for the final project.

Table 2. Estimated Development Capacity

	Gross Residential Floor Area, square feet (SF)	Commercial / Non-residential Floor Area, SF	Total Floor Area, SF	Dwelling Units	Residential Parking Spaces	Other Parking
Building A	299,158	4,390	303,548	298	118	
Building B	189,854	3,915	193,769	187	-	28
Building C	143,311	4,570	147,881	139	-	
Totals	**632,323**	**12,875**	**645,198**	**624**	**118**	**28**

SCHEDULE 12.3.1
West Lot Notice of CC&R Termination

RECORDING REQUESTED BY:

Old Republic Title Company

AND WHEN RECORDED RETURN TO:

San Francisco Bay Area Rapid
Transit District
2150 Webster Street, 9th Floor
Oakland, CA 94612
Attn: Real Estate Manager

APN 053-1597-039-04 & unassessed parcel

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant to Government Code Section 27383. Government Agency Acquiring Title.

The undersigned(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Rev. & Tax. Code § 11922
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) unincorporated area: (X) City of Berkeley, State of California

TERMINATION OF COVENANTS AFFECTING REAL PROPERTY

Termination of Covenants Affecting Real Property

This Termination of Covenants Affecting Real Property ("Termination") is made by and between the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. ("Owner") and the City of Berkeley, a charter city ("City"), effective as of the date of its recordation in the Official Records of Alameda County, California.

RECITALS

A. Owner is the fee simple owner of the real property in the City of Berkeley, County of Alameda, State of California, consisting of the parcel identified by Assessor Parcel Number 053-1597-039-04 and the non-assessed parcel (collectively "Property"), more particularly described as follows:

PARCEL ONE:

Being lots 1 through 42, inclusive, Block 6, as shown on that certain map entitled "Amended Map of Central Park, Alcatraz and Newbury Stations, Oakland Twp.", which map was filed in the Office of the Recorder of the County of Alameda, State of California on March 14, 1889, in Book 10 of Maps Page 40.

Said Lots 1 through 42, are as shown on the San Francisco Bay Area Rapid Transit District Record Maps of Right of Way RRW 9 and RRW 10A.

Said RRW 9 in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

Said RRW 10A in Book 68 of Maps at Page 127, filed for record on September 20, 1971, in Book 68 of Maps at Pages 122-146, Document 71-122851, in the Office of the Recorder of Alameda County.

EXCEPTING THEREFROM the interest conveyed to City of Berkeley by Grant Deed recorded November 5, 1971, as Instrument No. 71-146356 in Reel 2989, Image 645 of Official Records and being more particularly described as follows:

Parcel R9-1 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157, Document 71-167837, in the Office of the Recorder of Alameda County.

APN: 053-1597-039-04

PARCEL TWO:

Parcel R9-2 as shown on the San Francisco Bay Area Rapid Transit District Record Map of Right of Way RRW 9, in Book 68 of Maps at Page 150, filed for record on December 22, 1971, in Book 68 of Maps at Pages 147-157 as Document 71-167837, in the Office of the Recorder of Alameda County.

APN: non-assessed parcel.

B. Owner caused the Memorandum of Covenants affecting the Property to be recorded on _____ as Instrument Number _____ in the Official Records of Alameda County, California ("Memorandum of Covenants").

C. Section 24 of the Memorandum of Covenants provides that the Memorandum of Covenants shall be terminated upon the recordation of a notice of termination, signed by Owner and City, in the Official Records of Alameda County, California.

D. Owner and City have agreed that the conditions for the termination of the Memorandum of Covenants have been satisfied, and they desire that the Memorandum of Covenants is terminated.

E. City's termination of the Memorandum of Covenants is authorized in accordance with the "Ashby Bart Station Transit-Oriented Development Exchange Agreement" dated _____, consented to, accepted, approved, and authorized by the City pursuant to Ordinance No. _____ entitled "Ordinance Authorizing Exchange of Real Property for Development of Ashby Bart Station Property", recorded on _____ as Instrument Number _____ in the Official Records of Alameda County, California.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, Owner and City agree as follows:

AGREEMENT TERMINATING COVENANTS

1. Owner and City agree that the above recitals are accurate.

2. Owner and City agree that the Memorandum of Covenants is hereby terminated, and of no further force and effect, as of the date of recordation of this Termination. Upon recordation of this Termination, the Memorandum of Covenants shall no longer affect or encumber the Property in any way.

(signatures on following page)

OWNER:

Date:_____ SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.

_____

By:

Its:

Approved as to Form

_____

By:
Its:

CITY:

Date:_____ CITY OF BERKELEY, a charter city.

_____

By:

Its:

Approved as to Form

_____

By:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

SCHEDULE 12.3.2
East Lot Notice of CC&R Termination

RECORDING REQUESTED BY:

Old Republic Title Company

AND WHEN RECORDED RETURN TO:

Farimah Brown
City Attorney
City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

APN 053-1703-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document Entitled to Free Recordation Pursuant to Government Code Section 27383. Government Agency Acquiring Title.

The undersigned(s) declare(s):
Documentary Transfer Tax is $0.00; Exempt pursuant to Rev. & Tax. Code § 11922
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) unincorporated area: (X) City of Berkeley, State of California

TERMINATION OF COVENANTS AFFECTING REAL PROPERTY

Termination of Covenants Affecting Real Property

This Termination of Covenants Affecting Real Property ("Termination") is made by and between the City of Berkeley, a charter city ("Owner") and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq. ("BART"), effective as of the date of its recordation in the Official Records of Alameda County, California.

RECITALS

A. Owner is the fee simple owner of the real property in the City of Berkeley, County of Alameda, State of California, consisting of the parcel identified by Assessor Parcel Number 053-1703-009 ("Property"), more particularly described as follows:

PARCEL ONE:

Parcel B as shown on Parcel Map 9797, filed August 12, 2008, in Book 308 of Parcel Maps at pages 76 through 78, inclusive, Official Records of Alameda County.

PARCEL TWO:

Easements for sidewalk and Adeline driveway as described in "Reciprocal Easements Agreement" executed by and between The Ed Roberts Campus, a California nonprofit public benefit corporation, and San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq., in Official Records under Recorder's Serial Number 2008255323, and shown on Parcel Map 9797 recorded August 12, 2008 in Book 308 of Parcel Maps, at Pages 76-78.

APN: 053-1703-009

B. Owner caused the Memorandum of Covenants affecting the Property to be recorded on _____ as Instrument Number _____ in the Official Records of Alameda County, California ("Memorandum of Covenants").

C. Section 14 of the Memorandum of Covenants provides that the Memorandum of Covenants shall be terminated upon the recordation of a notice of termination, signed by Owner and BART, in the Official Records of Alameda County, California.

D. Owner and BART have agreed that the conditions for the termination of the Memorandum of Covenants have been satisfied, and they desire that the Memorandum of Covenants is terminated.

E. City's termination of the Memorandum of Covenants is authorized in accordance with the "Ashby Bart Station Transit-Oriented Development Exchange Agreement" dated _____, consented to, accepted, approved, and authorized by the City pursuant to Ordinance No. _____ entitled "Ordinance Authorizing Exchange of Real Property for Development of Ashby Bart Station Property", recorded on _____ as Instrument Number _____ in the Official Records of Alameda County, California.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, Owner and BART agree as follows:

AGREEMENT TERMINATING COVENANTS

1. Owner and BART agree that the above recitals are accurate.

2. Owner and BART agree that the Memorandum of Covenants is hereby terminated, and of no further force and effect, as of the date of recordation of this Termination. Upon recordation of this Termination, the Memorandum of Covenants shall no longer affect or encumber the Property in any way.

OWNER:

Date:_____ CITY OF BERKELEY, a charter city.

_____

By:

Its:

Approved as to Form

_____

By:

Its:

(signatures continued on following page)

BART:

Date:_____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code section 28500 et seq.

_____

By:

Its:

Approved as to Form

_____

By:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

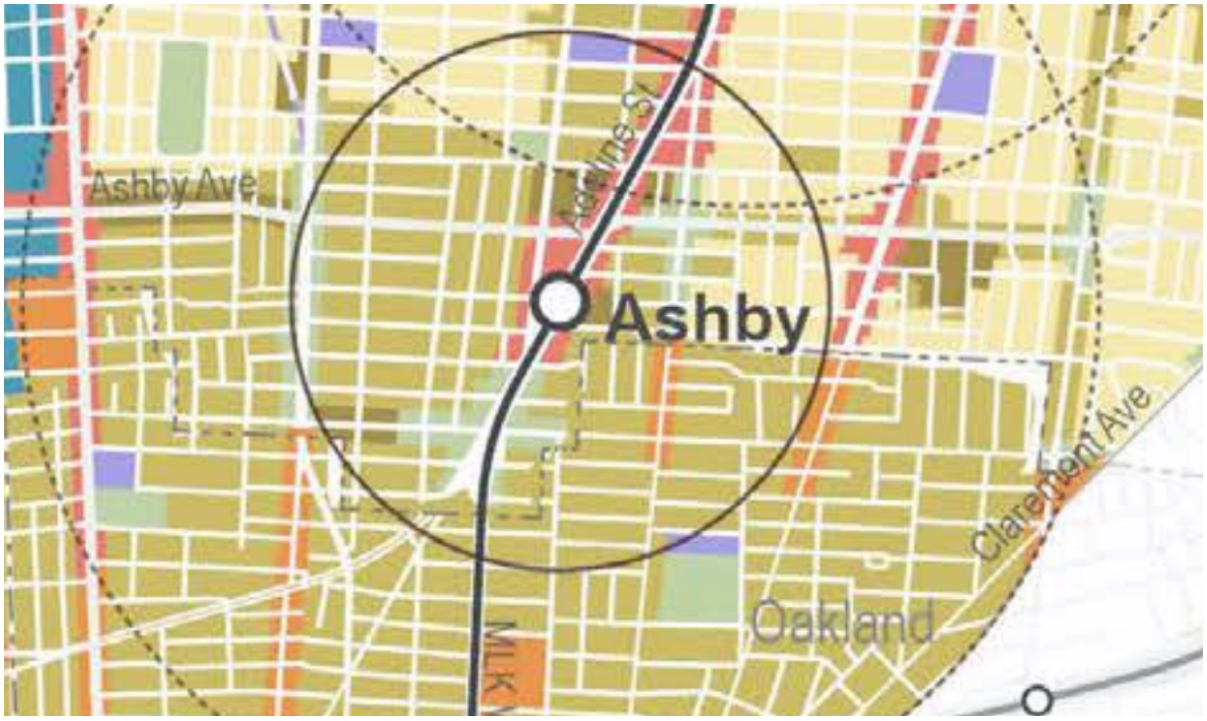
State of California)
) ss.
County of _____)

On _____, , before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Notary Public [seal]



Ashby BART TOD Contractual Agreement

Addendum to the
Ashby and North Berkeley BART Stations Transit-Oriented Development Zoning Project Environmental Impact Report (SCH # 22020110320) and the Adeline Corridor Specific Plan Environmental Impact Report (SCH # 2018072009)

prepared by

City of Berkeley Planning & Development Department
Land Use Division
1947 Center Street, 2nd Floor
Berkeley, California 94704
Contact: Alisa Shen, Principal Planner

prepared with the assistance of

Rincon Consultants, Inc.
66 Franklin Street, Suite 300
Oakland, California 94607

November 2024

Table of Contents

1 Introduction 2
2 Background 4
2.1 Ashby and North Berkeley BART Stations TOD Zoning Project 4
2.2 Ashby and North Berkeley BART Stations TOD Zoning Project EIR 4
2.3 Adeline Corridor Specific Plan and EIR and Conceptual Design for Adeline at Ashby BART 7
3 The Project: Ashby BART TOD Contractual Agreement 9
3.1 Project Location....9
3.2 Project Description....10
3.3 Proposed Project in Relation to the Previous EIRs 12
4 Environmental Impacts 13
5 Conclusion....25
6 References and Preparers....26
Documents Incorporated by Reference 26
List of Preparers 26

Tables

Table 1 Buildout Projection[1] 5
Table 2 Comparison of TOD Zoning EIR Buildout Projections and Proposed Project 15
Table 3. Comparison of 2020 ACSP and 2022 Conceptual Design for Adeline Street at Ashby BART .17
Table 4. Comparison of Transportation Impacts: 2020 ACSP EIR and the Proposed Project....20

Figures

Figure 1: Adeline Street at Ashby BART Conceptual Design (Approved by City of Berkeley City Council, November 29, 2022.....8
Figure 2 Ashby BART Station Properties 9
Figure 3. Long-term Improvements within the Ashby BART Subarea (Source: Adeline Corridor Specific Plan) 16

1 Introduction

This addendum evaluates the consistency of the proposed Ashby BART TOD Contractual Agreement ("Agreement" or "Project") with the Ashby and North Berkeley BART Stations Transit-Oriented Development (TOD) Zoning Project Environmental Impact Report (EIR) (State Clearinghouse [SCH] #2020110320) ("TOD Zoning EIR").[1] The TOD Zoning EIR was certified, the mitigation measures in the EIR were adopted and incorporated into the zoning project, and the zoning project was approved by the City of Berkeley ("City") on June 2, 2022.

The TOD Zoning EIR is available for public review at:

City of Berkeley
Land Use Planning Division
1947 Center Street, Second Floor
Berkeley, California 94704

The TOD Zoning EIR is available on the City's website: https://berkeleyca.gov/construction-development/land-use-development/general-plan-and-area-plans/ashby-and-north-berkeley. The TOD Zoning EIR is hereby incorporated into this document by reference.

This document also considers consistency with the Adeline Corridor Specific Plan ("ACSP") EIR (SCH#2018072009).[2] The ACSP EIR was certified and the Specific Plan was approved in December 2020. The ACSP EIR is available for public review at the same address listed above and on the City's website at https://berkeleyca.gov/your-government/our-work/adopted-plans/adeline-corridor-specific-plan. The ACSP EIR is also incorporated into this document by reference.

Section 15168 of the California Environmental Quality Act (CEQA) Guidelines[3] discusses the use of a Program EIR for environmental review of a subsequent project that is consistent with the program analyzed in the EIR. A lead agency may approve the subsequent activity as being within the scope of the project covered by the EIR; in that event, no new environmental document is required. "Whether a later activity is within the scope of a program EIR is a factual question that the lead agency determines based on substantial evidence in the record." Section 15168(c)(2). "Factors that an agency may consider in making that determination include, but are not limited to, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the program EIR." *Id.*

Section 15168(c) also refers to Section 15162 as a guide for this determination. Section 15162 states that "no subsequent EIR shall be prepared for a project unless the lead agency determines, based on substantial evidence in light of the whole record, one of more of the following:"

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

[1] City of Berkeley. 2022. Ashby and North Berkeley BART Stations Transit-Oriented Development (TOD) Zoning Project Environmental Impact Report. State Clearinghouse #2020110320.

[2] City of Berkeley. 2020. Adeline Corridor Specific Plan Environmental Impact Report. State Clearinghouse #2018072009.

3 The CEQA Guidelines are found in California Code of Regulations, Title 14, Section 15000 *et seq*.

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
3. “New information of substantial importance” shows that the project would “have one or more significant effects not discussed in the previous EIR or negative declaration” or that "significant effects previously examined will be substantially more severe than shown in the previous EIR.”

Pursuant to *CEQA Guidelines* Section 15163, the Lead Agency may choose to prepare a supplement to an EIR rather than a subsequent EIR if “(1) Any of the conditions described in Section 15162 would require the preparation of a subsequent EIR, and (2) Only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.”

CEQA Guideline Section 15164 states that an addendum to an EIR may be prepared if only minor technical changes or additions are necessary and none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

The following analysis concludes, based on substantial evidence, that approval of the proposed Project does not require the preparation of a subsequent or supplemental EIR; therefore, based on the analysis in the TOD Zoning EIR and the ACSP EIR and substantial evidence, the City has prepared an addendum to the TOD Zoning EIR and the ACSP EIR documenting that no further environmental review is required in accordance with CEQA Guidelines Section 15164 and Section 15168(c).

2 Background

This section provides an overview of the Ashby and North Berkeley BART Stations TOD Zoning Project and its EIR, and the Adeline Corridor Specific Plan and its EIR as it relates to the Ashby BART subarea. Because the purpose of this discussion is to provide background for the consistency evaluation in this addendum, the discussion is limited to those details that pertain to the Project.

2.1 Ashby and North Berkeley BART Stations TOD Zoning Project

On June 28, 2022, the Berkeley City Council adopted the Ashby and North Berkeley BART Stations TOD Zoning Project. The project involved the adoption of a new zoning district establishing transit-oriented zoning and development standards, and associated amendments to the Berkeley General Plan, at the Ashby and North Berkeley San Francisco Bay Area Rapid Transit District (BART) stations. The project created a new zoning district, the Residential BART Mixed-Use District (R-BMU), and applied the zoning district to parcels encompassing and surrounding both stations. The zoning requirements were subsequently adopted in Section 23.202.150, R-BMU Residential BART Mixed Use District, of the Berkeley Municipal Code (BMC). Key features of the R-BMU district include a maximum building height of 80 feet and 7 stories, a minimum residential density of 75 units per acre, and no motor vehicle parking requirement. The zoning also includes standards related to open space, setbacks, step-backs, ground-floor residential and non-residential frontage, on-site pedestrian access, massing, building entrances, and parking design and access.

2.2 Ashby and North Berkeley BART Stations TOD Zoning Project EIR

The TOD Zoning EIR, which was adopted by Council along with the TOD Zoning Project, analyzed the potentially significant environmental effects of the Ashby and North Berkeley BART Stations TOD Zoning Project. Those significant effects are described in detail in Section 2, *Project Description*, of the TOD Zoning EIR.

TOD Zoning EIR Buildout

The buildout projections for the Ashby and North Berkeley station areas, shown in Table 1, below, are the reasonable maximum development projections based on the zoning standards that were used for analysis of impacts in the EIR. As discussed in Subsection 2.6 in Section 2, *Project Description,* of the TOD Zoning EIR, to ensure a conservative but realistic approach in analyzing environmental effects under CEQA, the EIR analyzed what could be considered a maximum reasonably foreseeable impact scenario in order to evaluate the full extent of significant environmental impacts that could be reasonably expected as a result of the project. For purposes of analysis, buildout was assumed to occur by the year 2030.

Table 1 Buildout Projection[1]

	Ashby	North Berkeley (Main Site)
Lot Area	4.4 acres (west lot) 1.9 acres (east lot)	8.1 acres
Project Area[2]	6.1 acres	6.4 acres
Building Gross Square Footage (sf)	1,000,000	950,000
Residential Units	1,200	1,200
Non-Residential (sf)	100,000	25,000
Height	7 stories	7 stories
FAR	3.8	3.4
Density (du/acre)	200	188
Parking for Development (# Spaces)	350	375
Parking for Development (Ratio of spaces/unit)	0.3	0.3
BART Rider Parking[3]	0 spaces	0 spaces (on-site)

[1] All numbers have been rounded for ease of comparison. Due to rounding, some of the totals in the table above may not correspond exactly to each other when divided.

[2]Project Area does not include area used for BART facilities/infrastructure. For the purposes of the EIR, the reasonable maximum development projection includes the Zone of Influence at North Berkeley as buildable area (which is approximately one acre) and does not include the auxiliary parking lots.

[3] The proposed project assumes no replacement of the existing BART rider surface parking spaces eliminated as a result of new development on the main station area sites. However, it is assumed that 79 parking spaces in the auxiliary parking lots at the North Berkeley BART station site would remain.

Abbreviations: sf = square feet, du = dwelling units

Source: Table 2-3 in Section 2, *Project Description,* of the TOD Zoning EIR

At the Ashby BART station site, the buildout assumptions included development of up to 1,200 dwelling units and 100,000 square feet of non-residential space distributed between the 4.4-acre station site and the 1.9-acre surface parking lot east of the Ed Roberts campus. The buildout projections for both station sites were based on the following assumptions: buildings with a maximum height of seven stories and an average unit size of 700 square feet, and exclusion of non-buildable areas for circulation and BART station infrastructure. For the purposes of CEQA, the EIR assumed no BART rider replacement parking spaces on the Ashby BART station site.

TOD Zoning EIR Summary of Conclusions

The TOD Zoning EIR found the following impacts to be less than significant without mitigation:

- Aesthetics
- Agricultural Resources
- Energy
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services and Recreation
- Transportation
- Utilities and Service Systems
- Wildfire.

The TOD Zoning EIR found that the following impacts would have less-than-significant impacts with implementation of mitigation measures identified in the EIR:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Noise

The TOD Zoning EIR found that the Ashby and North Berkeley BART Stations TOD Zoning Project would have significant and unavoidable impacts related to construction noise.

TOD Zoning EIR Alternative 3, Increased Height Alternative Analysis

The EIR also analyzed the impacts of Alternative 3: Increased Height, which was an environmentally superior alternative that analyzed the impacts of increasing the height of the buildout at the station site. Specifically, the Alternative 3 scenario analyzed a floor area ratio of up to 5.5, a maximum building height of 12 stories, and the possibility of constructing up to 1,800 units at each station. For the Ashby Station, Alternative 3 also included 1,500,000 gross building square feet, a residential density of 300 units per gross acre, and 550 parking spaces.

The TOD Zoning EIR found that Alternative 3 would be environmentally superior because it would result in slightly reduced impacts to air quality and GHG emissions due to the resulting increase in density in proximity to transit, which is an effective way to encourage alternative transportation and reduce vehicle use. The TOD Zoning EIR also found that Alternative 3 would still result in an unavoidably significant impact related to construction noise, and that mitigation related to air quality, biological resources, cultural resources, geology and soils, GHG emissions, hazardous materials, and noise would still be required.

Supplemental Alternative 3 Analysis

As part of the staff report for the City Council hearing on June 2, 2022, additional information was provided to clarify the discussion of Alternative 3 in the TOD Zoning EIR. This additional information is available on page 115 of the packet at the following web address: https://berkeleyca.gov/sites/default/files/documents/2022-06-02%20Special%20Item%2001%20Ashby%20and%20North%20Berkeley%20BART.pdf and is hereby incorporated into this document by reference.

The additional information clarified that the projected buildout analyzed for Alternative 3 assumed a density bonus pursuant to the state density bonus law of 50 percent, along with a concession to allow for a height increase up to 12 stories, an increase in Floor Area Ratio to 5.5, and a maximum projected buildout of 3,600 dwelling units (1,800 at each station site). This analysis also assumed that any state density bonus project would likely take advantage of various incentives within the state density bonus law designed to make development more economical, such as the ability to waive height standards and setback requirements set forth in local zoning ordinances.

The EIR analyzed a 50 percent density bonus scenario because a 50 percent bonus is ordinarily the maximum allowable density bonus for mixed-income projects pursuant to the state density bonus law. See Gov. Code section 65915 *et seq.* A 50-percent bonus scenario was also considered to be realistic in light of feasibility studies which had been shared with the community during the Community Advisory Group process. Thus, such a scenario was reasonably foreseeable.

The supplemental analysis included additional discussions of air quality, energy, greenhouse gas emissions, land use, and noise impacts to clarify potential impacts associated with Alternative 3. No new or more severe impacts were identified and recirculation of the TOD Zoning EIR was therefore not required.

2.3 Adeline Corridor Specific Plan and EIR and Conceptual Design for Adeline at Ashby BART

Because the Project includes development on parcels surrounding the Ashby BART Station, which is within the area of the Adeline Corridor Specific Plan ("ACSP"), this section provides a brief overview of that plan (a copy of which is available on the City's website at: https://berkeleyca.gov/your-government/our-work/adopted-plans/adeline-corridor-specific-plan).

The City adopted the ACSP in December 2020 to articulate a community vision and planning framework for the ACSP Plan Area. The ACSP Plan Area covers 86 acres of land from the Berkeley/Oakland Border to Dwight Way along 1.3 miles of Adeline Street and a portion of Shattuck Avenue, including the area of Adeline Street adjacent to the Ashby BART station.

With respect to the Ashby BART subarea, the ACSP established objectives for future development, but did not "present a detailed plan for the Station itself," because "the design of future development is the subject of a community process and coordination between the City, BART, the community, the Berkeley Flea Market, and other stakeholders." (Adeline Corridor Specific Plan, Ashby BART Station Subarea, page 26.) The ACSP's objectives include affordable housing and public space for community uses, as well as improvements to bicycle and pedestrian access and transit connections. Toward that end, the ACSP proposed a conceptual change to the street design near the Ashby BART station to calm traffic and enhance pedestrian and bicycle access, including the elimination of the existing median, construction of plazas connecting to the Ashby BART Station, and a new cycling track. The ACSP explained that this and other proposed designs were "conceptual, and could be refined or varied in the future, with further design work to identify detailed features such as exact intersection geometries, bicycle facility types and alignments, pedestrian crossing facilities, and the exact location of street trees and public space."

At the time that it adopted the ACSP, the City certified a program EIR (the "ACSP EIR") that analyzed the ACSP's significant effects on the environment. The ACSP EIR studied, among other things, the transportation improvements to pedestrian, bicycle, and automobile infrastructure, as well as public space improvements, such as new parks, plazas, community gathering spaces, and landscaping, all as conceptualized in the ACSP.

The ACSP EIR found the following impacts to be less than significant, or less than significant with mitigation:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise (other than construction noise)
- Population and Housing
- Utilities and Service Systems

The ACSP EIR found that the ACSP would have significant and unavoidable impacts related to construction noise and intersection levels of service.

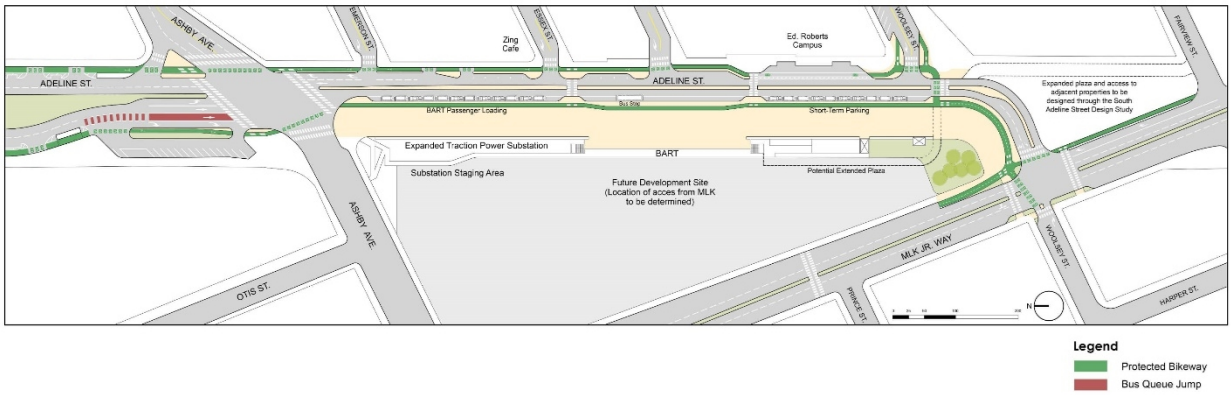
Adeline at Ashby Conceptual Design

In 2022, in connection with the Ashby and North Berkeley BART TOD Zoning Project, the City identified conceptual design options for the Ashby BART station that would include changes to the

portion of Adeline Street abutting the Ashby BART station. While the conceptual designs in the ACSP had contemplated four lanes on Adeline in this subarea along with a small plaza, the options identified by City staff included a "road diet" whereby Adeline Street would be reduced to a two-lane roadway with access restricted to right-in/right-out along the east side of Adeline between Ashby Avenue and Martin Luther King Jr. Way. The road diet would enable the creation of protected bike lanes, improved pedestrian access, and a large plaza gathering space on the west side of Adeline Street, next to the BART station.

On November 29, 2022, City Council approved the preliminary conceptual design identified by staff, pending identification of funding to develop specific design plans. A figure of the conceptual design approved by City Council is below:

Figure 1: Adeline Street at Ashby BART Conceptual Design (Approved by City of Berkeley City Council, November 29, 2022.



3 The Project: Ashby BART TOD Contractual Agreement

3.1 Project Location

The Project location is the Ashby BART Station, one of the two rezoning sites analyzed in the TOD Zoning EIR. The Ashby BART station site is shown on Figure 1 and consists of two parcels referred to as the "West Lot" and the "East Lot." The West Lot includes a 4.4-acre parcel that makes up the block surrounded by Adeline Street, Ashby Avenue and Martin Luther King Jr. Way, which includes the BART station building and surface parking lot (Assessor Parcel Number (APN) 053-1597-039-04) The East Lot includes a 1.9-acre surface parking lot located on the east side of Adeline Street on the block surrounded by Woolsey Street, Tremont Street, Adeline Street and Essex Street (APN 053-1703-009-00). Adeline Street and the Ed Roberts Campus are located between the two parcels. The northern portion of the 4.4-acre parcel is used by the Berkeley Flea Market on weekends.

Figure 2 Ashby BART Station Properties



The two parcels that make up the West Lot and East Lot are currently owned by BART. The City retains an option to purchase air rights over the West Lot pursuant to an existing agreement dated October 22, 1964, as amended, between BART and the City ("Air Rights Option"). The Air Rights Option, if exercised by the City, would provide the City with ownership of the air rights 10 feet above the parking lot located on the West Lot shown in Figure 1.

The Ashby BART station site is located along the Adeline Street corridor, which is a commercial/ mixed-use corridor that runs through south Berkeley. The site is surrounded by a mix of uses, including residential, commercial, educational, and institutional uses. The 4.4-acre parcel west of Adeline Street contains a BART station entrance and surface parking totaling 348 spaces and the 1.9-acre parcel east of Adeline Street contains a parking lot with 187 parking spaces, 3 of which are reserved for users of the Ed Roberts Center. The Project site is in the Ashby BART subarea of the Adeline Corridor Specific Plan (ACSP) area (City of Berkeley 2020). The area generally has a high volume of station-bound pedestrian, bicycle, and bus traffic.

3.2 Project Description

The City of Berkeley and BART intend to execute a Real Estate Agreement ("Agreement") and associated contractual Agreement (including covenants and deeds) in order to effectuate transit-oriented development at the Ashby BART Station site in accordance with mutually agreed upon terms.[4] Pursuant to the Agreement, the City would relinquish its air rights option to the West Lot. In return, BART would transfer fee-simple ownership of the East Lot to the City of Berkeley along with specified project requirements and community benefits. BART would maintain fee simple ownership of the West Lot. Following the execution of the Agreement, BART and the City would pursue separate developer solicitations for the West Lot and East Lot, respectively.

The Agreement is attached as Exhibit A to the Ordinance. . Many of the provisions in the Agreement will not affect the physical development of the East Lot or the West Lot, but instead relate to legal obligations and other technical Agreement between the parties. For example, the Agreement includes provisions relating to the structure of the developer solicitation process, the establishment of a community benefits fund, the creation of special financing districts pursuant to state statute, and required percentages and funding sources for affordable housing. These legal provisions will not affect physical development on the site or have any environmental effects, except as described below and as described in the previous EIRs incorporated by reference into this document.

The proposed parameters in the Agreement that pertain to the future physical development of the Ashby BART Station site are summarized below. As discussed more fully below in Section 4, the physical buildout contemplated by the Agreement was previously considered by the City Council either as part of the Ashby and North Berkeley BART Stations TOD Zoning Project or as part of the Adeline Corridor Specific Plan; accordingly, the physical buildout contemplated by the agreement was previously analyzed in the EIRs associated with those projects.

ODS Requirements

The Agreement requires the Parties to establish Objective Design Standards ("ODS") on their respective lots – i.e., the City for the East Lot and BART for the West Lot - for future transit-oriented development on the site. This development will primarily consist of affordable and market-rate housing units; however, the Agreement also provides for the inclusion of some non-residential space, including at least 5,000 square feet of interior ground floor space for community-based organizations and small businesses. The ODS for each lot are informed by a Capacity Study[5] conducted by a third-party consultant (Raimi & Associates), which assessed how many housing units

[4] Term Sheet for Transit Oriented Development at Ashby BART, executed by City of Berkeley and San Francisco Bay Area Rapid Transit, 9/21/24.

[5] The Capacity Study establishes the net developable area of the West Lot for purposes of determining the compliance of the ODS with the ODS Requirements. The Capacity Study is incorporated as Schedule 9.2.2 of the Agreement (Appendix A).

the lots could feasibly support. ODS are required to be developed for the West Lot and the East Lot, respectively, as follows:

For the West Lot:

- ODS will include both standards that would comply with the R-BMU zoning previously adopted by Council as part of the Ashby and North Berkeley BART Stations TOD Zoning Project, and standards that would be applicable to development that qualifies for a reasonably foreseeable density bonus under the state density bonus law (a possibility that was previously considered as part of Alternative 3). As discussed above, the existing R-BMU zoning allows for buildings of up to 7 stories/80 feet. The Agreement provides that the Density Bonus Standards developed as part of the ODS (the "ODS Density Bonus Standards") will be required to a) allow heights of at least 85 feet without a maximum number of stories, and b) allow (but not require) that development occur in BART's Zone of Influence.
- The proposed Agreement also requires that the ODS Density Bonus Standards for the West Lot will include the following additional requirements:
    - The ODS Density Bonus Standards, when applied to a hypothetical development that a) is within the net developable area ("NDA") footprint shown in the Capacity Study and b) has a height no greater than 8 stories, must allow for a gross residential square footage of at least 600,000 square feet;
    - The ODS Density Bonus Standards, when applied to a hypothetical development within the NDA that has a height over 85 feet but within the maximum height that will be allowed by the ODS Density Bonus Standards, must allow for a gross residential square footage of at least 750,000 square feet;
    - An 8-story development under ODS Density Bonus Standards meeting the above requirements must allow for at least 600 units, based on an average net floor area of 750 square feet per unit, assuming a 75% efficiency factor; and

Notwithstanding the above, the Agreement imposes certain limitations on the ability of the West Lot Developer to waive requirements of the R-BMU zoning under the state density bonus law. Specifically, the Agreement states that the West Lot Developer may request waivers, incentives or other exceptions, to the extent permitted by law, but only with respect to a) zoning requirements other than those set forth in or modified by the ODS, b) ODS requirements pertaining to minimum square footage of active or non-residential ground floor uses to the extent such requirements exceed 15,000 square feet (inclusive of the 5,000 square feet of community/civic commercial space), and c) ODS requirements other than those pertaining to height limits, setbacks/step-backs, open space or massing breaks.

The Agreement also includes the following requirements for the East Lot :

- The City's developer solicitation for the East Lot shall require that the project include at least 300 bedrooms, and;
- Objective Design Standards for the East Lot must allow for at least 248 units and 300 bedrooms.

Roadway Reconfiguration

The proposed Agreement contemplates that the City will embark upon an Adeline Street Transportation Improvements Project after the transaction closes. However, the Agreement does not impose new

obligations on the City to engage in such a project; rather, it outlines expected responsibilities for funding as between BART and the City based on previous plans adopted by the City in connection with the Adeline Corridor Specific Plan and the 2022 choice of conceptual design.

The Adeline Street Transportation Improvements Project would involve changes to Adeline Street from the Ashby BART station to the Berkeley/Oakland border. As applicable here, the project would repurpose two of the existing four traffic lanes on Adeline Street to create a new public pedestrian plaza interfacing with the West Lot, as well as protected bikeways, upgraded traffic signal infrastructure and enhanced public transit operations on Adeline Street. The project scope of work includes redesigning the intersections of Adeline Street/Ashby Avenue and MLK Way /Adeline Street/Woolsey Avenue adjacent to Ashby BART. The project also would include widening of the sidewalk along Ashby Avenue and MLK Way, and widening of the sidewalk and construction of a new protected bikeway along MLK Way at the southern portion of the West Lot.

Public Infrastructure

The proposed Agreement includes a series of provisions relating to Public Infrastructure (as distinct from privately-owned housing or commercial development) that will be included at the site. This infrastructure may include plaza improvements along Adeline Street and extensions of the plaza to connect to the new development on the West Lot; BART rider parking for vehicles and bicycles; new pedestrian, bicycle, transit, and passenger loading; lighting; station improvements for the Ashby BART station such as new station entry plaza, stairs, ramping, and Traction Power Substation ("TPSS") access area and crane area; an elevator into the BART station; and vehicular access roads (individually or collectively "Public Infrastructure").

The Agreement discusses these improvements for purposes of assigning financial responsibility for maintenance and constructions for each element of infrastructure that will be constructed at the site. For the infrastructure elements that are specific to BART's operations and its station at Ashby (such as the TPSS, elevator, and related station improvements), the Agreement states that such improvements, if BART decides to make them, will be within BART's discretion and would, if BART chose to make such improvements, be the responsibility of BART after the transaction closes.[6]

3.3 Proposed Project in Relation to the Previous EIRs

In sum, the physical buildout contemplated by the Agreement includes a TOD project on the East Lot and West Lot; a roadway redesign on Adeline Street adjacent to the station; and plazas and other public infrastructure to connect the street to the TOD development. This physical buildout was previously considered by the City Council as part of the Ashby and North Berkeley BART Stations TOD Zoning Project and/or as part of the Adeline Corridor Specific Plan. Accordingly, it was previously analyzed in the EIRs associated with those projects. Further, the infrastructure discussed in the Agreement would not result in any new significant environmental impacts, increase the severity of significant impacts previously identified and studied in the TOD Zoning EIR or the ACSP EIR, or require the adoption of any new or considerably different mitigation measures or alternatives. This will be analyzed in more detail in the following section.

[6] If and when BART does elect to make such improvements, BART would be the lead agency, and would be responsible for conducting any further environmental analysis that is needed for such improvements.

4 Environmental Impacts

This section evaluates the Project's potential environmental impacts in relation to the impact analysis and conclusions in the TOD Zoning EIR and the ACSP EIR, consistent with *CEQA Guidelines* sections 15168(c)(2) and 15162. The existing environmental conditions at the Ashby BART Station are substantially the same under present conditions as described in the Section 3, Environmental Setting, of the TOD Zoning EIR.

CEQA Guidelines Sections 15168(c)(2) and 15164

Pursuant to *CEQA Guidelines* Section 15168(c)(2), if a lead agency finds that a later activity is within the scope of a program EIR, no new environmental document is required. Factors that a lead agency should consider when making this determination include if the later activity is within the type of allowable land use, overall planning density and building intensity, geographic area, and covered infrastructure as described in the program EIR.

As discussed above in Section 1, even if the later activity may involve some minor changes or additions to the approved project, pursuant to *CEQA Guidelines* Section 15164 the lead agency may prepare an addendum to the program EIR if none of the conditions described in *CEQA Guidelines* Section 15162 requiring preparation of a subsequent EIR exist.

The Project would set terms for a real estate exchange between the City of Berkeley and BART related to rights to develop the West Lot and East Lot of the Ashby BART Station site. The Project, which is a later activity requiring discretionary approval by the City of Berkeley, is within the scope of the TOD Zoning EIR for the reasons discussed below. It is also consistent with the ACSP EIR for the reasons discussed below.

Allowable land use:

The Project involves the same types of land uses described and analyzed in the TOD Zoning EIR. The R-BMU district, as adopted in the Ashby and North Berkeley TOD Zoning Project and as studied in the TOD Zoning EIR, permits residential uses and non-residential uses such as retail, community-serving uses, and civic spaces, in the R-BMU zone. The Project does not modify the uses in the R-BMU zone. Instead, it contemplates a project on the West Lot and the East Lot that would be within the bounds of the R-BMU requirements. Therefore, development under the proposed Agreement would be required to comply with the R-BMU development standards that were previously analyzed in the TOD Zoning EIR.

Similarly, the Project involves the same types of land uses that were described in the ACSP, which are analyzed in the ACSP EIR. The land use objectives in the ACSP for the Ashby BART subarea include affordable housing, public space (including plazas and pedestrian-accessible spaces), and pedestrian and bicycle connections to Adeline Street. The Project is consistent with these objectives because it provides for an agreement with BART to promote the construction of affordable housing on the West Lot and the East Lot, new pedestrian plazas and other public spaces, and pedestrian-friendly and bicycle-friendly infrastructure on Adeline Street near the Ashby BART station.

Overall planning density and building intensity:

The Project involves the same overall planning density and building intensity that was analyzed in the TOD Zoning EIR.

The TOD Zoning EIR analyzed the development standards for the R-BMU district, which include a maximum building height of 80 feet and 7 stories, a minimum residential density of 75 units per acre, and a buildout projection of up to 1,200 dwelling units (based on an average unit size of 700 square feet) in buildings up to 7 stories in height, along with 100,000 square feet of non-residential space distributed between the West Lot and East Lot. Because future development on the Ashby BART Station site would be eligible to utilize provisions of the State Density Bonus Law (California Government Code Sections 65915 – 65918), which encourages the development of affordable housing by allowing developers to obtain "bonus" housing units, the TOD Zoning EIR studied a reasonably foreseeable buildout that would include up to a 50 percent increase in project densities for mixed-income projects, and up to an 80 percent increase in density for 100 percent affordable projects. Specifically, the TOD Zoning EIR analyzed the impacts of "Alternative 3," an "Increased Height" alternative that included a floor area ratio up to 5.5, a maximum building height of 12 stories, and a maximum buildout of up to 1,800 units and 1.5 million gross building square feet the Ashby BART Station site.

The Project would not increase the overall planning density or building intensity beyond that studied in the TOD Zoning EIR, for two reasons. First, the Project would involve the development of ODS that would comply with the same R-BMU zoning standards studied in the TOD Zoning EIR and adopted by the City. Second, the Project would involve the development of ODS for state density bonus projects; reasonably foreseeable development for a state density bonus project was previously analyzed as Alternative 3. Specifically, the Agreement would include the following parameters:

- For the West Lot, ODS Density Bonus Standards will provide for (1) building heights of at least 85 feet (up from 80 feet in the R-BMU zoning); (2) a minimum of 600 units, based on an average net floor area of 750 square feet per unit, for buildings that are 8 stories tall (up from 7 stories in the R-BMU zoning); and (3) gross residential footage of at least 600,000 to 750,000 square feet.
- For the East Lot, the Agreement provide that the ODS will be created that will allows for at least 248 units and 300 bedrooms.

These parameters are stated as unit, height, and square-footage minimums rather than maximums, and they do not address every metric that was studied in the TOD Zoning EIR. The exact maximum heights and other measurements that will authorized by the ODS for a density bonus project are unknown at this time because the ODS have not yet been prepared and no developer has submitted a proposal at this time. Nonetheless, reasonably foreseeable development allowed under the proposed Agreement would be well within the scope of the analysis in the TOD Zoning EIR, because even a project substantially larger than the minimum ODS requirements above would be within the scope of Alternative 3 (i.e., a development of 1,500,000 gross square feet, 12 stories in height, and 1,800 units as in the TOD Zoning EIR for Alternative 3), which was analyzed in the TOD Zoning EIR and would not have any new or greater significant impacts than the approved project.

The following table illustrates the above analysis.

Table 2 Comparison of TOD Zoning EIR Buildout Projections and Proposed Project

	TOD Zoning EIR Main Project	TOD Zoning EIR Alternative 3 (for State Density Bonus Project)	Proposed Project, Based on ODS Requirements
Building Gross Square Footage (sf)	1,000,000	1,500,000	West Lot: Min. 600,000 to 750,000 square feet on West Lot for density bonus project, depending on building height East Lot: No set requirement for ODS, but ODS will be based on R-BMU standards.
Residential Units	1,200	1,800	West Lot: Min. 600 units on West Lot for 8 story building. East Lot: ODS must allow a min. of 248 units (and 300 bedrooms)
Height	7 stories (80 feet)	12 stories (130 feet)	West Lot: Min. 8 stories or 85 feet on West Lot for density bonus projects East Lot: No set requirement for ODS, but ODS will be based on R-BMU standards.

Geographic area:

The Project is in the same geographic area that was analyzed in the TOD Zoning EIR and the ACSP EIR. Specifically, the proposed Agreement would facilitate development on the Ashby BART Station site as shown on Figure 1 in Section 3.1, Project Location, above. The boundary of the Ashby BART station site is the same as the boundary of the Ashby BART station site that was analyzed in the TOD Zoning EIR (see Figure 2-2 in Section 2, *Project Description,* of the TOD Zoning EIR). The boundary of the Ashby BART station site is also the same as the boundary of the Ashby BART Subarea studied as part of the ACSP EIR (see Figure 2-5 in Section 2, *Project Description,* of the ACSP EIR).

Covered infrastructure:

The Project covers substantially the same infrastructure analyzed in the TOD Zoning EIR and the ACSP EIR, as described below.

1. Affordable Housing and Non-Residential Development

The proposed Agreement are intended to facilitate transit-oriented housing development and approximately 100,000 square feet of non-residential space distributed between the West Lot and East Lot. This proposed infrastructure was analyzed in the TOD Zoning EIR, and the reasonably foreseeable buildout contemplated by the Agreement is within the scope of the analysis of the TOD Zoning EIR, as discussed above.

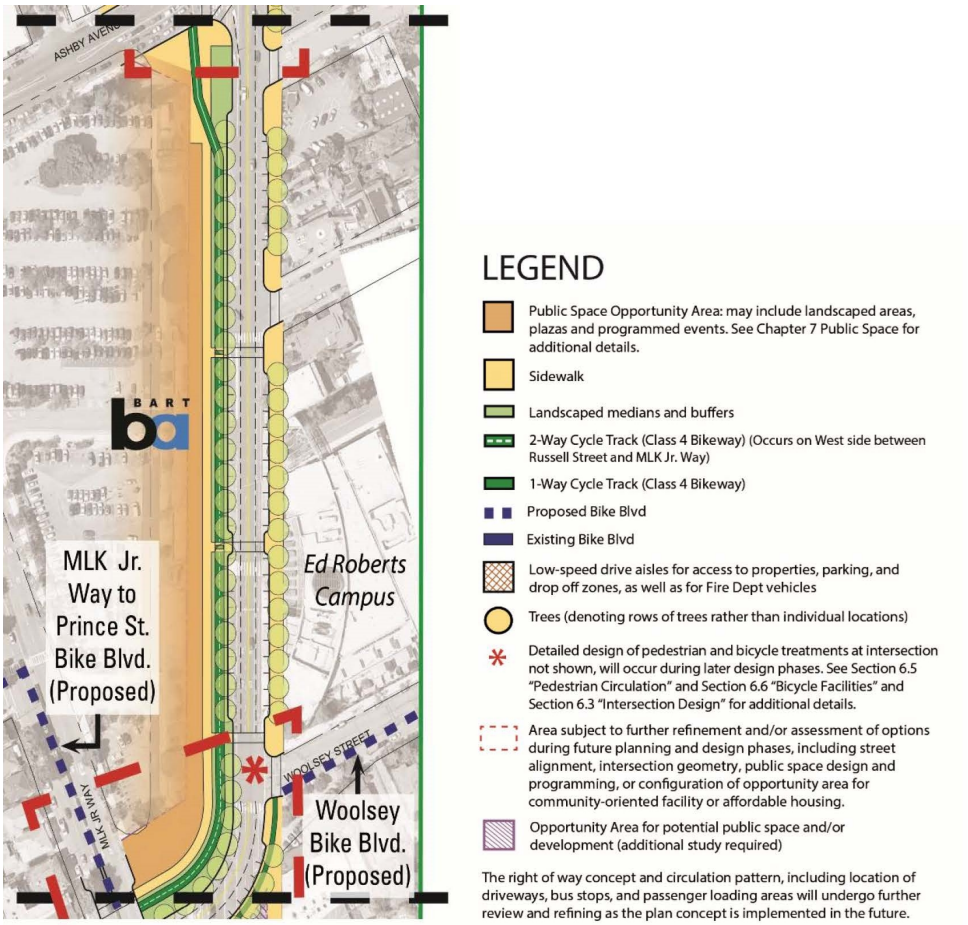
2. Roadway Reconstruction and Associated Public Infrastructure

With respect to the roadway reconfiguration, plazas, and related public infrastructure discussed in the Agreement, the Project covers substantially the same infrastructure analyzed in the ACSP EIR, with the exception of a slightly narrower roadway at Adeline Street, as discussed in the background section above.

Specifically, the ACSP identified interim and long-term improvements to the transportation network identified in the Specific Plan for the Ashby BART Subarea. The recommended interim improvements consisted of, among other things, pedestrian crossing improvements along Adeline Street, traffic calming devices, and bicycle improvements consistent with the City's Bicycle Plan (See Section 2.3.5, of the ACSP EIR.) The recommended long-term improvements included plazas and landscaped areas adjacent to the west side of Adeline Street, a new bicycle boulevard, landscaped medians and buffers, and similar infrastructure.

The below diagram illustrates the contemplated long-term improvements in the ACSP:

Figure 3. Long-term Improvements within the Ashby BART Subarea (Source: Adeline Corridor Specific Plan)



These interim- and long-term improvements are substantially the same as those that would be covered by the Agreement. As discussed in Section 3.2, Project Description, above, the project scope of work includes redesigning the intersections of Adeline Street/Ashby Avenue and MLK Way/Adeline Street/Woolsey Avenue adjacent to Ashby BART, and would include widening the sidewalk along Ashby Avenue and MLK Way. The Agreement would also involve implementing the possibility of plazas on the West side of Adeline Street to connect the street to the station and to the TOD project, as well as new pedestrian, bicycle, transit, and passenger loading infrastructure. These infrastructure elements were included in the ACSP, and were analyzed in the ACSP EIR.

There is, however, a minor difference between the roadway reconfiguration contemplated in the Project and the roadway infrastructure contemplated in the ACSP. While the conceptual designs in the ACSP had involved four lanes on Adeline in this subarea along with a small plaza, the Street Improvements Project discussed in the Agreement would involve a "road diet" whereby Adeline Street would be reduced to a two-lane roadway with access restricted to right-in/right-out along the east side of Adeline between Ashby Avenue and Martin Luther King Jr. Way. This "road diet" is based on and consistent with the conceptual design approved by Council in 2022, and would enable the creation of protected bike lanes, improved pedestrian access, and a large plaza gathering space on the west side of Adeline Street, next to the BART station.

The differences between the roadway concept in the ACSP for this area and the "road diet" contemplated by the 2022 conceptual design (which is the design contemplated by the Agreement) are summarized in the below table:

Table 3. Comparison of 2020 ACSP and 2022 Conceptual Design for Adeline Street at Ashby BART

2020 ACSP EIR	2022 Conceptual Design (anticipated to be part of the Adeline Street Transportation Improvement Project discussed in Agreement)
A new pedestrian island at the Ashby Avenue intersection between the right-turn lane and through lanes to shorten travel time for pedestrians on the northbound, east side of the intersection	No change
Two lanes north and southbound plus left-turn lane, widened sidewalk, protected bike lanes in each direction, and low speed drive aisle for access and drop-off, emergency access	Southbound Adeline Street north of Ashby Avenue transitions from 2 lanes to 1 lane through traffic lane, providing left and right-turn lanes, protected bike lanes in each direction, and dedicated bus queue jump lane, plus parking. Northbound Adeline is similar to the 2020 ACSP design. Parking aisle with diagonal parking on west side of street is existing condition with a narrowed exit opening.
Widened sidewalk bulbs at angle side-street entrances	Street entrances at Emerson Street, Essex Street entrance to the Ed Roberts Campus, and Woolsey Street would be straightened and narrowed to increase ped safety.
One-way cycle track becomes two-way track just north of Woolsey	One-way protected bikeways on both sides of Adeline in the segment with a northbound buffered bike lane at Ed Roberts Campus passenger loading area. Two-way bike path is proposed on the south side of the segment connecting the one-way bike paths into a single path on the west shoulder of Adeline Street
On-street parallel parking on both sides of Adeline	West side of Adeline includes short-term parking and BART passenger-loading area which will be mainly longer-term parking on weekends allowing for vendor parking when Berkeley Flea Market could use the plaza area. West side of Adeline includes on-street parking that is somewhat reduced.
Plaza public space opportunity west of the adjacent bikeway.	Wider plaza than in the 2020 ACSP design with additional expansion area beyond the public right-of-way.

Traffic calming devices, mainly curb extensions and narrower lanes	Curb extensions on both sides of Adeline. Reduced in number on east side of the street. Reduction to one traffic lane in each direction provides additional traffic calming.
Vegetated landscaping	Reduced landscaping from the original design on the west side, given improved understanding of constraint presented by the shallow distance between the plaza surface and the BART station box.
No median on Adeline	Raised median proposed between the traffic operating lanes of Adeline Street, supports pedestrian safety and traffic calming and removed left turn access from and to east side intersecting streets.

Despite these small differences, nothing in the proposed Agreement would result in new significant environmental impacts, increase the severity of significant impacts previously identified and studied, or require the adoption of any new or considerably different mitigation measures or alternatives from those considered in the ACSP EIR for the reasons discussed below.

CEQA Guidelines Section 15162

CEQA Guidelines Section 15162 states that if substantial changes in the project, substantial changes in circumstances, or new information of substantial importance would result in new or substantially more severe significant effects not discussed in the previous EIR, a subsequent EIR is required.

For the reasons stated below, a subsequent EIR is not required for either the TOD Zoning EIR or the ACSP EIR.

TOD Zoning EIR

1. Substantial Changes in the Project

There are no substantial changes in the project that would affect the findings and conclusions of the TOD Zoning EIR. As discussed above in Section 2.2, the TOD Zoning EIR determined that the environmental impacts of the proposed Project would be less than significant or could be reduced to below a level of significance with proposed mitigation measures for all of the topical areas studied except for construction noise. The Agreement would not change the project footprint, would not change the allowed uses, and would not change the potential physical buildout studied in the TOD Zoning EIR. Instead, the Proposed Agreement would implement the goals of the R-BMU zoning studied in the TOD Zoning EIR by facilitating housing development projects to be constructed on the East and West Lots of the same size and scope analyzed in the TOD Zoning EIR. In addition, because "aesthetic and parking impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area shall not be considered significant impacts on the environment," (Pub. Res. Code section 21099(d)), the aesthetic impact of a building due to its height would not be considered a substantial change causing a significant impact on the environment.

2. Substantial Changes in Circumstances

There are no substantial changes in circumstances that would require major revisions of the TOD Zoning EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The conditions on the ground at the Ashby BART station have not changed substantially between the time the TOD Zoning EIR was adopted and the execution of the Agreement at issue here. The West Lot continues to contain a BART station entrance and surface parking lot with 348 spaces, while the East Lot continues to contain a parking

lot with 187 parking spaces, 3 of which are reserved for users of the Ed Roberts Center. Further, the legal environment under which housing development will proceed at the site, including the possibility of a housing development project using a state density bonus, has not changed substantially since 2022 in a manner that would affect the physical buildout of the site or cause any new significant environmental effects. Therefore, there would be no new significant environmental effects that were not identified and analyzed in the TOD Zoning EIR. The only previously identified significant and unavoidable environmental effect of the approved project—construction noise—would continue to be an impact of the project but would not substantially increase TOD Zoning EIR because the amount and location of development that is the subject of the Agreement would be similar to the development analyzed in the TOD Zoning EIR.

3. New Information

There is no new information of substantial importance showing any new or substantially more severe significant effects not discussed in the previous EIR, or showing that any mitigation measures or alternatives found not to be feasible would be feasible. As discussed above, conditions at the site remain substantially the same as they were when they were studied and analyzed in the TOD Zoning EIR.

ACSP EIR

1. Substantial Changes in the Project

While the Project would involve minor changes to the roadway design of Adeline Street compared to that studied in the ACSP EIR, as discussed above, these changes are not substantial, and will not require major revisions of the ACSP EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. They are also consistent with the conceptual design adopted by Council in November 2022.

As discussed above in Section 2.3, the ACSP EIR found that the effects of the ACSP would be less than significant or could be reduced to below a level of significance with proposed mitigation measures for all of the topical areas studied except for construction noise and traffic (intersection levels of service), where the impacts were significant and unavoidable.

Construction noise, would not change compared to the effects studied in the ACSP EIR because the Project does not involve construction of any permanent noise generating facilities or buildings. To the extent that travel modes shift from cars to walking and bicycling, traffic noise may diminish. The 2020 ACSP EIR lists 9 potential mitigation activities to reduce construction noise. The City will work with contractors to implement these as appropriate. The Project will not involve blasting or pile driving – common sources of groundborne vibration, so this impact is not expected. To the extent that travel modes shift from cars to walking and bicycling, traffic noise may diminish.

With respect to traffic, the Project would not result in any new significant impacts or more severe impacts that were not analyzed in the ACSP EIR. A metric-by-metric comparison is provided in the table below. The table shows “Impact Level” or the level of significance identified for the 2020 ACSP in the 2020 ACSP EIR, using the following acronyms:

- NI = no impact. For these topics, there is no adverse effect on the environment.
- LTS = less than significant. These effects are noticeable but do not exceed established or defined thresholds, and no mitigation is required.

- LTS/M = less than significant with mitigation. For these circumstances, an established or defined threshold would be exceeded, and a significant impact would occur; mitigation is required and would reduce the impact to a less-than-significant level.
- SU = significant and unavoidable. For these topics, a significant impact would occur, and continuing best practices (CBPs) and/or feasible mitigation measures would not diminish these effects to less-than-significant levels.

Table 4. Comparison of Transportation Impacts: 2020 ACSP EIR and the Proposed Project

Impacts and Impact Level in 2020 ACSP EIR[1]		**Environmental Effects of the Proposed Project**			
Impact	Impact Level	New Less-Than-Significant Impact	Same Impact as EIR	Less Impact than EIR	Not Applic-able
T-1: The addition of traffic generated by the development projects facilitated by the Specific Plan and the roadway modifications proposed by the Specific Plan would cause the signalized Adeline Street/Alcatraz Avenue intersection to deteriorate from LOS D during the am peak hour and LOS E during the pm peak hour under existing conditions to LOS F during both am and pm peak hours Under Existing Plus Project Conditions.	**SU**			**X**	
T-2: The addition of traffic generated by the development projects facilitated by the Specific Plan may add 10 or more peak hour trips to the critical movement of an unsignalized intersection that operates at LOS F and result in the peak hour signal warrant (MUTCD, Warrant 3) being met under Existing Plus Project Conditions.	**LTS/M**			**X**	
T-3: The addition of traffic generated by the development projects facilitated by the Specific Plan and the roadway modifications proposed by the Specific Plan would increase the V/C ratio by more than 0.01 at the signalized Adeline Street/Alcatraz Avenue intersection, which would operate at LOS F during both am and pm peak hours in 2040 regardless of the proposed Specific Plan.	**SU**			**X**	
T-4: The addition of traffic generated by the development projects facilitated by the Specific Plan may add 10 or more peak hour trips to the critical movement of an unsignalized intersection that operates at LOS F and result in the peak hour signal warrant (MUTCD, Warrant 3) being met under 2040 Plus Project Conditions.	**LTS/M**			**X**	
T-5: The roadway modifications proposed by the Specific Plan would not cause streetscore+ of 3 or higher for pedestrians and bicyclists on the street segments along the Adeline corridor.	**LTS**		**X**		

Impacts and Impact Level in 2020 ACSP EIR[1]		Environmental Effects of the Proposed Project			
Impact	Impact Level	New Less-Than-Significant Impact	Same Impact as EIR	Less Impact than EIR	Not Applic-able
T-6: The addition of traffic generated by the development projects facilitated by the Specific Plan and the roadway modifications proposed by the Specific Plan would result in the study CMP roadway segments to deteriorate from LOS E or better to LOS F, or increase V/C ratio by 0.03 or more for a facility operating at LOS F without the Specific Plan.	**SU**			**X**	
T-7: The proposed Specific Plan would not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.	**LTS**		**X**		
T-8: The proposed Specific Plan would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment) the proposed Specific Plan would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment),	**LTS**		**X**		
T-9: The proposed Specific Plan would not result in inadequate emergency access.	**LTS**		**X**		
T-10: The proposed Specific Plan would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	**LTS**		**X**		
[1]The complete impact analysis is presented in Section 4 of the 2020 ACSP EIR. If mitigations are called for in the EIR, they remain the same.					

The "road diet" contemplated by the Project will not increase motor vehicle traffic, but instead will increase safety for bicyclists and pedestrians, thereby potentially shifting travel modes away from motor vehicles.

State CEQA Guidelines includes guidance on determining the significance of transportation impacts. This Project will improve local access to an important BART station, and increase opportunities for walking and bicycle trips to replace auto trips. The project thus would not have significant transportation impacts under the CEQA Sections outlined:

- 15064.3 (b)(1) states in part "…Generally, projects within on-half mile of either an existing major transit stop or stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact."
- 15064.3 (b)(2) states in part, "Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation

impact."

- 15064.3 Sections (b)(3) and (b)(4) give an agency the ability to evaluate changes in vehicle miles travelled qualitatively. The ACSP EIR looked at changes to the pedestrian and bicycle environment using a qualitative metric, called the Streetscore+ tool. Overall, scores for pedestrian and bicycle safety improved with the Project along the corridor evaluated for the Ashby BART subarea.

The Final EIR response to Comment A2.4) states that no changes are necessary in the Draft EIR VMT (vehicle miles traveled) discussion. The Draft EIR finds that bicycle, transit, and pedestrian improvements will help lead to an overall drop in corridor VMT by 2040 (please refer to the ACSP Draft EIR, page 14.12-38).

The Project will have a less than significant impact, is consistent with the CEQA Guidelines provisions listed above for projects that do not have significant transportation impacts, and will promote City goals to decrease overall VMT.

2. Substantial Changes in Circumstances

There are no substantial changes in circumstances that would require major revisions of the ACSP EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The conditions on the ground at the Ashby BART station remain largely the same as they were at the time of the ACSP EIR, although some interim improvements such as installation of Rectangular Rapid Flashing Beacons (RRFBs) and improvements to bicycle lanes along Adeline Street at Ashby within the existing right of way, have been made consistent with the Specific Plan. Further, the legal environment under which the roadway and plaza construction will proceed at the site has not changed significantly in a manner that would cause any new significant environmental effects. Additionally, there are no new significant environmental effects at the site that were not identified and analyzed in the ACSP EIR.

3. New Information

There is no new information of substantial importance showing any new or substantially more severe significant effects not discussed in the previous EIR, or showing that any mitigation measures or alternatives found not to be feasible would be feasible. As discussed above, conditions at the site remain the same as they were when they were studied and analyzed in the ACSP EIR. The only new information relates to the "road diet" concept approved by Council in 2022 and anticipated to be included in the Project here. This will not result in any new or substantially more severe impacts not previously studied, as discussed above.

CEQA Guidelines Section 15163

CEQA Guidelines Section 15163 provides that a Lead Agency may choose to prepare a supplement to an EIR instead of a subsequent EIR if (1) any of the conditions described in Section 15162 would require the preparation of a subsequent EIR, and (2) only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.

As discussed above, none of the conditions described in Section 15162 require the preparation of a subsequent EIR. Therefore, neither a supplement to the TOD Zoning EIR nor a supplement to the ACSP EIR is required.

CEQA Guidelines Section 15164

CEQA Guideline Section 15164 states that an addendum to an EIR may be prepared if only minor technical changes or additions are necessary and none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. As discussed above, none of the conditions described in *CEQA Guidelines* Section 15162 requiring preparation of a subsequent EIR exist. Thus, this addendum to the Ashby and North Berkeley BART Stations Transit-Oriented Development Zoning Project Environmental Impact Report (SCH # 22020110320) and the Adeline Corridor Specific Plan Environmental Impact Report (SCH # 2018072009) documents minor changes to the approved Projects in these EIRs.

Pertinent Exemptions

Finally, in addition to being covered by the TOD Zoning EIR and the ACSP EIR, the roadway redesign and other public infrastructure aspects of the Project are covered by one or more CEQA exemptions, including the following:

- Public Resources Code Section 21080.25(b)(1) (SB 922) specifically exempts "pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way" (PRC Section 21080.25(b)(1)). The infrastructure changes proposed in the Agreement increase safety for pedestrians and bicyclists and meet the needs of public transit and emergency vehicles within the right-of-way on Adeline Street. These infrastructure changes would also be in conformance with the additional requirements articulated in PRC Section 21080.25(c) because the local agency carrying out the project (City of Berkeley) is the agency carrying out the project, the changes would not add automobile capacity, and construction does not involve the demolition of affordable housing units. These proposed improvements would likely qualify for a statutory exemption under SB 922 as a pedestrian and bicycle facility within the public ROW because they involve various pedestrian and bicycle improvements and traffic calming measures to improve safety, access, and mobility.
- CEQA Guidelines Section 15301 exempts projects that consist of "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." In the examples of projects eligible for this exemption listed in this section, the Guidelines include "Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes)." The proposed changes to the streets and other public infrastructure in the Agreement would likely qualify for this exemption because they consist of the "alteration" of "existing highways and streets," sidewalks, bicycle facilities, and other access and mobility improvements, and they would not create additional automobile lanes.
- Public Resources Code Sections 21080(b)(10) exempts projects "for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities." The Project would modernize and improve the safety of the existing Ashby BART station and a right-of-way already in use. Therefore, these aspects of the Project would likely be covered by this exemption.

- Public Resources Code Section 21080.25(b)(3) exempts "[t]ransit prioritization projects", which section 21080.25(a)(11)(E) defines as including "[t]ransit stop access and safety improvements". The Project would make transit stop access and safety improvements on Adeline Street and the East and West Lots near the Ashby BART station. These, these stop access and safety improvements would likely be covered by this exemption.
- Public Resources Code Section 21080.25(b)(9) exempts "[a] planning decision carried out by a local agency to … remove or restrict parking". The Project would eliminate parking spots at the Ashby BART station in order to build affordable housing and other community benefits; therefore, the elimination of parking spots would likely be covered by this exemption.

5 Conclusion

This report shows based on substantial evidence that the Project would be consistent with the type of allowable land use, overall planned density and building intensity, covered infrastructure, and geographic area analyzed for environmental impacts as described in the TOD Zoning EIR and/or the ACSP EIR, and that potential impacts associated with the proposed Project would be consistent with potential impacts characterized in and mitigation measures developed for the TOD Zoning EIR and/or the ACSP EIR. Major revisions to the TOD Zoning EIR and/or ACSP EIR are not required because no new significant impacts or impacts of substantially greater severity than previously described would occur as a result of the proposed Project. Therefore, the following determinations are applicable:

- No subsequent or supplemental EIR or negative declaration is required pursuant to *CEQA Guidelines* Section 15162 and 15163.
- Therefore, an addendum is an appropriate level of environmental analysis and documentation for the proposed Project in accordance with *CEQA Guidelines* Sections 15162, 15154, and 15168(c).

6 References and Preparers

Documents Incorporated by Reference

City of Berkeley. 2022. City of Berkeley Ashby and North Berkeley BART Stations Transit-Oriented Development (TOD) Zoning Project Final Environmental Impact Report. https://berkeleyca.gov/sites/default/files/documents/Ashby%20and%20NB%20BART%20Stations%20TOD%20Zoning%20Project_Final%20EIR_3-29-22.pdf

City of Berkeley. 2020. Adeline Corridor Specific Plan Environmental Impact Report. State Clearinghouse #2018072009. https://berkeleyca.gov/your-government/our-work/adopted-plans/adeline-corridor-specific-plan

City of Berkeley. 2022. Supplemental Alternative 3 Analysis. Ashby and North Berkeley BART Stations TOD Zoning Project. https://berkeleyca.gov/sites/default/files/documents/2022-06-02%20Special%20Item%2001%20Ashby%20and%20North%20Berkeley%20BART.pdf

List of Preparers

Rincon Consultants, Inc. prepared this consistency analysis under contract to the City of Berkeley. Persons and firms involved in data gathering, analysis, project management, and quality control include the following:

RINCON CONSULTANTS, INC.

Abe Leider, AICP CEP, Principal-in-Charge
Karly Kaufman, MESM, Senior Supervising Planner

TERM SHEET FOR ASHBY BART TRANSIT-ORIENTED DEVELOPMENT

This Term Sheet is entered into on this ___ day of _____, 2024, by and between the San Francisco Bay Area Rapid Transit District ("BART") and the City of Berkeley ("City") (collectively the "Parties") in connection with their cooperative pursuit of transit-oriented development ("TOD") at the Ashby BART Station ("the Ashby Project" or "Project"). This Term Sheet is made in furtherance of the Memorandum of Agreement signed on June 29, 2022, between BART and the City ("MOA"), the Memorandum of Understanding between BART and the City, signed on March 3, 2020 ("MOU"), and the Joint Vision and Priorities Document approved by the City on June 2, 2022, and by BART on June 9, 2022 ("JVP"), which address TOD projects at the North Berkeley and Ashby BART Stations. This Term Sheet solely addresses the Ashby Project and the business terms thereon amongst the Parties.

RECITALS

A. In 2020, the Parties entered into the MOU to identify their shared vision and priorities for TOD at the North Berkeley and Ashby BART Stations, to provide clarity on the process and timelines for pursuing development, and to begin to identify the roles and responsibilities of the City and BART in that process. Among other things, the MOU called on the City to establish a Community Advisory Group, reserve funding to support affordable housing development at the sites, and to adopt zoning for the sites consistent with Assembly Bill 2923 ("AB 2923").

B. On December 8, 2020, the City adopted the Adeline Corridor Specific Plan and certified a corresponding environmental impact report, which set forth a comprehensive plan for development, including new affordable and market rate housing, in the area of the City including the Ashby BART Station.

C. On April 27, 2021, the Berkeley City Council unanimously adopted Resolution 69,833-N.S. which, in part, provisionally reserves $53 million of City-controlled funds as the subsidy needed to achieve at least 35% affordable housing at each of the Ashby and North Berkeley BART sites, and allows for a portion of the funding to be allocated to predevelopment uses.

D. On June 2, 2022, the Berkeley City Council approved the JVP with Resolution 70,402-N.S. and on June 9, 2022, the BART Board approved the JVP. The JVP expresses the City and BART's shared, high-level expectations for future development of both the Ashby and North Berkeley BART stations. The JVP was

incorporated into BART's Request for Qualifications ("RFQ") for development of the North Berkeley BART Station site.

E. On June 28, 2022 the Berkeley City Council adopted Chapter 23.202.150 in its Zoning Ordinance, as part of the City of Berkeley Municipal Code, adding a "Residential - BART Mixed Use (R-BMU)" zoning district, as well as additional conforming amendments to the General Plan and other sections of the Municipal Code in order to ensure that the provisions are comprehensively and consistently incorporated into its Zoning Ordinance, to govern development at the North Berkeley and Ashby BART Stations consistent with AB 2923.

F. On November 29, 2022, the Berkeley City Council adopted Resolution No. 70,622-N.S. approving a conceptual design for a street reconfiguration and new plaza along Adeline Street between Ashby Avenue and Martin Luther King, Jr., Way, in order to increase safety for pedestrians and bicyclists and to enhance access to the Ashby BART Station.

G. To the extent that this Term Sheet provides for the negotiation of terms that contradict or are inconsistent with the MOA, MOU or JVP on matters relating to the Ashby Project, this Term Sheet, being latest in time, shall supersede the MOA, MOU and JVP with respect to guiding the negotiation of final agreements. The MOA, MOU and JVP remain in effect except to the extent superseded by agreements negotiated pursuant to this Term Sheet with respect to the Ashby Station.

H. The purpose of this Term Sheet is to set forth the principal business and legal terms on which BART and the City will negotiate an Exchange Agreement and related deeds and easement agreements and other agreements necessary to effectuate the Parties' intent, as expressed in this Term Sheet. These definitive agreements, if approved, will provide for the relinquishment of the City's option to purchase air rights over the West Lot in exchange for the City's fee simple ownership of the East Lot, and for establishing certain minimum community benefits and project requirements for the West Lot and East Lot, including a minimum of 50% onsite affordable housing for the first 602 units on the West Lot and a minimum of 35% onsite affordable housing on the East Lot as more particularly described in Section II.A, below. The Parties have determined the exchange of property rights and land value is an equitable exchange with the City receiving additional community benefits in the form of additional affordable housing units and community benefits on the West Lot, in addition to fee simple ownership of the East Lot, as compensation for the release of its option to purchase air rights over the West Lot.

PROPOSED TERMS AND CONDITIONS

I. Framework for Development at Ashby BART Station

A. Property. The Ashby BART Station site consists of two parcels: (1) a 4.4-acre parcel that makes up the block surrounded by Adeline Street, Ashby Avenue and Martin Luther King Jr. Way, which includes surface parking lots and BART's traction power substation (Assessor Parcel Number (APN) 053-1597-039-04) ("West Lot"), and (2) a 1.9-acre surface parking lot located on the east side of Adeline Street on the block surrounded by Woolsey Street, Tremont Street, Adeline Street and Essex Street (APN 053-1703-009-00) ("East Lot") (collectively the West Lot and the East Lot are referred to herein as the "Property"). Adeline Street and the Ed Roberts Campus are located between the two parcels. The two parcels are owned in fee simple by BART. In addition, the City retains an option to purchase air rights over the West Lot pursuant to an agreement dated as of October 22, 1964, as amended, between BART and the City ("Air Rights Option"). The Air Rights Option, if exercised by the City, would provide the City with ownership of the air rights ten feet above the parking lot located on the West Lot shown on the diagram attached as **Appendix A**.

B. Background and Scope of Term Sheet.

1. The Parties share a desire to transform the Property from its current primary use as surface parking to a transit-oriented development that will provide much needed housing (including affordable housing), enliven Adeline Street, and benefit the surrounding community, while continuing to ensure access to the Ashby BART Station. The current property interests of the Parties in the Property and various site constraints make development of the Property complex, and there are many unknowns that will become clearer after developer teams are selected and more information is known about funding sources, prevailing economic conditions and proposed development concepts for the sites. The Term Sheet serves as a roadmap for how the City and BART will work together to effectuate an economically feasible transaction structure among the Parties as well as with the selected developer(s).
2. The Term Sheet outlines how the Ashby Project negotiation and entitlement process will proceed; the objectives and minimum requirements for the Ashby Project in terms of design, affordability, and infrastructure; the anticipated City and BART contributions to the Ashby Project; and the terms of an exchange that will rationalize the Parties' ownership interests in the Property. The Term Sheet is intended to provide transparency and accountability for the City, BART, the community, and potential developers based on all the information currently

available. The Term Sheet is intended to form the basis for negotiating an enforceable exchange agreement between BART and the City. In addition, the Term Sheet memorializes certain understandings of the Parties with respect to other agreements and actions that will be necessary to effectuate and enforce the Parties' agreed requirements on future Project developers, including City-adopted Objective Design Standards ("ODS"), master leases with the Project developers, and affordable housing funding and regulatory agreements between the City and the Project developers. The following provisions in this Term Sheet are non-binding but are intended to guide the binding provisions of the enforceable exchange agreement.

C. Entitlement Streamlining. Public Utilities Code section 29010.7(b) ("Section 29010.7(b)") establishes that TOD projects at BART stations that meet certain minimum requirements will be eligible for entitlement streamlining pursuant to Senate Bill 35, codified by Government Code section 65913.4 (as amended, "SB 35"). To minimize entitlement risk, reduce project costs and accelerate the entitlement phase of development, the Parties intend that the developers of the West Lot and East Lot shall have the ability to utilize applicable state and/or local laws providing for applicable entitlement streamlining mechanisms including, but not limited to, Section 29010.7(b) and SB 35, to the extent a project qualifies for streamlined review under those laws, such that project entitlements will be ministerial and not subject to discretionary review; provided, however, any projects developed on the West and East Lots must comply with all applicable mitigation measures adopted in connection with the City's adoption on June 28, 2022 of the Residential - BART Mixed Use (R-BMU) zoning district and all applicable standard conditions of approval relied upon in the associated EIR, as set forth in Appendix F.

D. Real Estate Transaction Structure

1. The City and BART will rationalize their respective interests in the Property through an exchange that will occur through one or more escrows by which the City will relinquish its Air Rights Option in the West Lot and vacate any portion of the existing Adeline Street right of way within the West Lot that is not currently in use as a public street or sidewalk in exchange for (1) the transfer of fee simple ownership of the East Lot to the City, subject to existing easements thereon but free and clear of any reserved rights of BART (including any easement for mid-block pedestrian passage) except as may be provided in the Exchange Agreement, (2) the minimum affordability requirements described in this Term Sheet, including the requirement that at least 50% of the first 602 new housing units to be developed on the West Lot be affordable (and that at least 35% of the total number of housing units be affordable in the event that more than 602 units are constructed), (3) the provision of 5,000 square feet of community/civic commercial

ground floor interior space on the West Lot at 50% of market rate rent, and (4) the other terms and conditions of the Exchange Agreement as set forth in this Term Sheet.

2. BART, as owner of the West Lot, and the City, as future owner of the East Lot, would separately solicit development proposals for their respective properties and enter into an Exclusive Negotiating Agreement ("ENA") with a selected developer or development team for each of their respective properties. (For the avoidance of doubt, references in this Term Sheet to 'a developer' shall include a development team in the event that more than one developer is duly selected to develop the East Lot, or in the event that more than one developer is duly selected to develop the West Lot.) Each ENA will provide for the negotiation of one or more ground leases, or, on the East Lot, the negotiation of a ground lease or contract of sale, to commence following the termination of the Air Rights Option in the West Lot, or following transfer of title in the East Lot, as applicable.

3. It is anticipated that the West Lot will be entitled as one project with multiple parcels by BART's selected developer on the West Lot (the "West Lot Developer"). The City shall be obligated to re-convey the Air Rights Option to BART within 10 days following BART's execution of an ENA with the West Lot Developer, and BART shall be obligated to convey fee simple ownership of the East Lot to the City at the same time that the Air Rights Option is re-conveyed to BART by the City, or at such later date as may be specified by the City, provided that in the latter case, BART shall have at least 10 days' notice prior to conveyance of fee simple ownership of the East Lot to the City. It shall be a condition precedent to these transfers that the zoning for the West Lot as of the date of this Term Sheet has not been modified or changed to be more restrictive or to reduce the development capacity prior to BART entering into an ENA with the West Lot Developer.

4. Upon (a) the delivery of the Air Rights Option reconveyance to BART and (b) completion of street vacation proceedings for any portion of the existing Adeline Street right of way within the West Lot that is not currently in use as a public street or sidewalk, the West Lot shall be encumbered with covenants imposing and allowing the City to enforce the requirements for development on the West Lot as described in this Term Sheet, including, but not limited to, the minimum affordability requirements, the requirement that the West Lot Developer comply with the ODS adopted by the City for the site (provided that the ODS comply with the requirements set forth in **Appendix D**), applicable mitigation measures adopted in connection with the City's adoption on June 28, 2022 of the Residential – BART Mixed Use (R-BMU) zoning district, and all applicable standard conditions of approval relied upon by the TOD Zoning EIR. The East Lot shall also be

encumbered with covenants imposing and allowing BART to enforce the requirements for development on the East Lot as described in this Term Sheet, including but not limited to a requirement that City's ODS for the East Lot allow for at least 248 residential units and at least 300 bedrooms. Such covenants shall run with the land. The West Lot covenant shall be recorded at close of escrow for the Air Rights Option reconveyance, and the East Lot covenant shall be recorded at close of escrow on the East Lot conveyance.

5. No later than the City Council's approval of the Exchange Agreement, the City shall direct staff to initiate street vacation proceedings for any portion of the existing Adeline Street right of way within the West Lot, including but not limited to any portion of the approximately 900-foot-long strip of the West Lot abutting the existing Adeline Street sidewalk as shown on San Francisco Bay Area Rapid Transit District Amended Record Map of Right of Way RRW 9, dated December 7, 1971 in book 68 of maps, at page 150 ("Parcel R9-2") within the right of way, that is not currently in use as a public street or sidewalk.

E. Surplus Land Act. AB 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) made changes to the Surplus Land Act ("SLA") found in Government Code Sections 54220 et seq. Generally, the purpose of the amendments is to promote affordable housing development on unused or underutilized public land throughout the state to address the existing affordable housing crisis. The amendments to the SLA adopted via AB 1486 and AB 1255 clarify and strengthen reporting and enforcement provisions of the SLA to promote increased compliance with the Act. The parties shall confirm adherence to the SLA and shall jointly work with the California Department of Housing and Community Development ("HCD") to comply with all requirements under the SLA in connection with conveyance by BART of the East Lot to the City, and with a Request for Proposals or similar document ("RFP") for the West Lot or the East Lot.

F. City Funding

1. The City will make available a total of $53 million in affordable housing funds (e.g., Measure O Funding and Affordable Housing Trust Fund Revenues), including up to $4 million in predevelopment funds (collectively the "City Funds"), for the North Berkeley and Ashby Projects, of which it anticipates 50% of this funding will be invested at the Ashby Project for permanently affordable housing units in the amount of $26.5 million. As part of the developer selection processes, up to $2,000,000 in City pre-development loan funds shall be made available, with half of the proceeds available to the West Lot and half of the proceeds available to the East Lot, the award of which shall be subject to City Council approval.
2. The City may, but shall not be obliged to, condition funding for the West Lot project and East Lot project, respectively, on each project's compliance with the

applicable ODS adopted pursuant to the process described in Section II.F, provided the ODS comply with the requirements of **Appendix D**. The funding shall also be subject to affordability requirements, project milestones, and other requirements set forth in the funding agreements between the City and developer(s).

3. Of the City Funds allocated to the Ashby Project, $18.5 million shall be held aside for the West Lot and $8.0 million shall be held aside for the East Lot, in all events subject to the limitations in paragraph 4 below. The funds have been provisionally allocated based upon lot size and anticipated affordable housing units at each site. The funds shall be used only to support development of affordable units over and above 20% of the total units (including density bonus units) in the project.

4. Any commitment of City funds to the Ashby Project's West Lot or East Lot shall comply with the City's Housing Trust Fund Guidelines, and in no event shall the City be obligated to provide more than an average of $200,000 per rent-restricted affordable unit (i.e., units that are in perpetuity affordable to very low income or lower-income households as defined in California Health and Safety Code sections 50052.5 and 50053), counting only units provided above and beyond 20% of the total units (including density bonus units) in the project. The City Funds shall be available to buildings which are 100% affordable housing, or, at the City's sole discretion, to affordable units dispersed amongst mixed-income housing buildings which meet the Housing Trust Fund Guidelines.

G. Developer Solicitation Process

1. BART shall pursue a separate solicitation for development of the West Lot, and the City shall pursue a separate solicitation for development of the East Lot, in accordance with the following:

2. BART and the City shall each conduct a solicitation whereby an RFP or RFP/RFQ is issued to solicit qualified developers, and respondents will be asked to submit their qualifications, as well as proposals demonstrating workable business frameworks for development that are consistent with the specific goals outlined in the JVP and the developer solicitation document(s). Because time is of the essence, both the City and BART shall take every action to ensure that the milestone targets included in the Schedule (attached as **Appendix B**) are achieved and sufficient staff is dedicated by both BART and the City to meet the Schedule.

3. The RFP or RFP/RFQ for the East Lot shall include, without limitation, a request to respondents to demonstrate how their proposal addresses (i) the negative impacts to African American residents, businesses, and cultural institutions displaced by construction of the Ashby Station, (ii) the JVP priority to "maximize the number of new homes;" the number of residential units shall be a quantitative factor in the

City's evaluation of proposals, and (iii) the requirement that the project include at least 300 bedrooms. In the event that the East Lot capacity study currently underway by Raimi & Associates concludes that 300 bedrooms is not feasible for a project on the site with a maximum height of 85 feet, the City and BART shall meet and confer to discuss alternative requirements to mitigate the reduced capacity. BART staff will not participate in the solicitation process for the East Lot other than to review and approve solicitation materials with respect to matters relating to BART access and operations in order to ensure that BART's access and operational requirements are satisfied. Following the receipt of proposals, the selection process will include a public meeting of shortlisted RFP respondents that includes presentations from the respondents. The East Lot selection committee will make a recommendation to the Berkeley City Council based upon selection criteria prepared by the City. The Berkeley City Council shall consider and act upon the East Lot selection committee's recommendation of a developer for the East Lot.

4. The RFP or RFP/RFQ for the West Lot shall include, without limitation, a request to proposers to demonstrate (i) how they would incorporate an exhibit honoring the history of the Berkeley Flea Market, (ii) how their proposal addresses the negative impacts to African American residents, businesses, and cultural institutions displaced by construction of the Ashby Station; and (iii) how their proposal would provide a direct connection from the project to Adeline Street, which shall be a quantitative factor in the evaluation of proposals. The City will have two three-week periods as specified in the Schedule to provide suggestions and input on the West Lot RFP or RFP/RFQ for BART's consideration. The West Lot selection committee will be composed of four BART representatives, two City representatives, and a representative from Equitable Black Berkeley ("EBB") approved by the City Manager (total of 7). Following the receipt of proposals, the selection process will include a public meeting of shortlisted RFP respondents that includes presentations from the respondents. The West Lot selection committee will make a recommendation to the BART General Manager based upon selection criteria prepared for the RFP or RFQ/RFP. The BART General Manager shall make a recommendation of a developer to the BART Board of Directors which the BART Board of Directors shall consider and act upon.

H. Timeline. The Parties shall use best efforts to complete and execute the Exchange Agreement by November 26, 2024, as specified in the Schedule in Appendix B.

I. Enforcement of Public Benefits and Project Requirements. BART recognizes the City needs assurance that the portion of the Ashby Project to be built on the West Lot will

provide the agreed public benefits and comply with the agreed project requirements. The City similarly recognizes that BART needs assurance that the development of the East Lot will provide its agreed share of public benefits. To this end, the ENA and ground lease provisions (or, in the case of an eventual sale of the East Lot by the City, the contract of sale) for each lot will require the developer to comply with all project requirements and community benefits required by the Exchange Agreement, and to maintain those requirements for the life of the lease or, in the event that the City elects to sell the East Lot to a developer, that said requirements and benefits run with the land. These requirements will also be incorporated into restrictive covenants that will run with the land as a condition of BART's acquisition of the City's Air Rights Option and the City's acquisition of BART's interest in the East Lot. The form of the covenants will be included in the Exchange Agreement between City and BART and provided to prospective developers in the RFQs/RFPs.

II. Public Benefits and Project Requirements

A. Affordable & Market Rate Housing

1. The City and BART each have an interest in having the Ashby Project developed with high density use, to maximize the amount of new housing and to enhance transit ridership. To this end, BART and the City shall require that any development on their respective parcels achieve a minimum of 75 units per acre.

2. On the West Lot, at least 50% of the first 602 units shall be affordable units. In the event that the total residential component of the West Lot project has more than 602 total housing units (whether through density bonus or otherwise), there shall be no fewer than 301 affordable units, and overall at least 35% of the units (including density bonus units) shall be affordable units. BART and the West Lot Developer shall consult with the City to explore economic potential for additional affordable units, with an aspirational goal of up to 50% affordability based on economic feasibility and availability of funding resources if the West Lot includes more than 602 total housing units, taking into consideration development costs, values and potential for additional City subsidy or funding from external sources.

3. At least 35% of the new housing units to be developed on the East Lot, inclusive of units built to satisfy the City's inclusionary requirement and including any units that may be added as a result of a density bonus, shall be affordable, with a goal of achieving 50% affordability. The City and the East Lot Developer shall explore economic potential for additional affordable units, with the goal of 50% affordability for the total project, taking into consideration development costs, values and potential for additional City subsidy.

4. Any affordable units on the East Lot or West Lot that are provided to satisfy the

City's inclusionary housing ordinance and are included in a mixed-income building shall be rent- and income-restricted in perpetuity as required by the City's inclusionary housing ordinance. All other affordable units shall be rent- and income-restricted (i) for the duration of the applicable ground lease (each of which shall have a minimum duration of 99 years), including any lease term extensions, or (ii) for 99 years, for any units on the East Lot that the City chooses to sell rather than ground lease.

5. The affordability requirements identified below shall be incorporated into the ground leases for both the East and West Lots (or in the contract of sale for the East Lot should the City decide to sell that lot), and will also be enforceable by the City pursuant to regulatory agreements between the City and the developer(s), in accordance with the income targets identified in the JVP:

    i. At least 35% of new housing, inclusive of density bonus units, must be affordable to households earning an average of up to 60% of Area Median Income ("AMI").

    ii. At least 20% of the required 35% affordable units referred to in subparagraph (i) must be affordable to Extremely Low-Income ("ELI") households, which are defined as those earning up to 30% of AMI.

    iii. Of the required 35% affordable units referred to in subparagraph (i), additional affordable units aside from the ELI units should prioritize Very Low Income (up to 50% of AMI) households and Low Income (up to 80%) households but may include some housing restricted to households with moderate incomes (up to 120% of AMI), provided that the moderate-income units have rents that are still below market and are not funded by City subsidies.

    iv. While the aforementioned goals are established in the JVP and the City and BART have policies regarding affordable housing requirements, any project receiving the City's Housing Trust Fund ("HTF") funding must meet the City's HTF Guidelines. BART's TOD Policy provides that BART will consider a deeper land discount to its determination of ground lease rent for affordable units that serve very low income (<50% AMI), low income (51-80% AMI) and/or transit-dependent populations.

    v. Affordable units shall be constructed prior to or concurrently with any market-rate housing component on the parcels. No market rate housing on a Party's parcel will receive its notice to proceed until an affordable housing project on another parcel owned by that Party receives its notice to proceed. In the event there are multiple phases of market rate or affordable housing, a phasing plan shall be approved by the City to ensure

consistency with the JVP goal of affordable housing being built along with market rate housing, with such approval not to be unreasonably withheld.

vi. Affordable units may be clustered into one or more 100% affordable housing buildings (provided the minimum developer equity contribution described below is satisfied) or dispersed amongst mixed-income housing buildings, but must be designed in a way that integrates with the larger project and shares comparable design standards and quality.

6. The RFPs or RFQs/RFPs for the West Lot and East Lot shall state the applicable minimum onsite affordability requirements for each lot, as set forth in this Term Sheet. In the event respondents to the RFP or RFQ/RFP for the West Lot propose a project that includes more than 602 units, said respondents will be requested to provide a detailed pro forma demonstrating how the respondent could potentially increase the affordability of the full project, inclusive of any density bonus units, beyond the required 35% minimum to reach an aspirational goal of up to 50%, as discussed in Section II.A.2. The respondents to the RFP or RFQ/RFP for the East Lot shall also be requested to provide in their response to the RFP a detailed pro forma demonstrating how the development team could potentially achieve a goal of 50% affordability, as discussed in Section II.A.3.

7. In order to facilitate the provision of affordable housing, BART will provide the West Lot Developer with a discount on land costs for the BART-owned parcels on the West Lot in keeping with BART's Framework for Financial Return from Affordable Housing. BART shall require the West Lot Developer to utilize this land discount solely for the benefit of the affordable components of the West Lot.

B. Developer Contribution for Affordable Housing

1. For projects on the East or West Lots that will meet all or a portion of the City's affordable housing requirements through clustering as described in Section II.A.5.vi above, the developers of market-rate housing shall be required to contribute funding to assist in the construction of the clustered affordable units. A plan for either Lot to provide some or all affordable units in 100% affordable housing projects shall not eliminate or reduce the obligation of the market-rate units to contribute to such affordable units.

2. The amount of this developer contribution shall be calculated by 1) multiplying $56.25 (as this amount may be adjusted biennially pursuant to City of Berkeley Resolution No. 70,698-N.S.) by the Total Residential Unit Floor Area of the project or projects after excluding the floor area in any 100% affordable housing buildings and any floor area in market rate or mixed income buildings that is included as a result of the state density bonus; and then 2) multiplying the result

by the percentage of the City's 20% affordable housing requirement remaining after accounting for any on-site Affordable Units provided within mixed income buildings that comply with all of the requirements of Berkeley's Inclusionary Housing Ordinance (codified in Berkeley Municipal Code section 23.328). For example, buildings that are 10% affordable would contribute $28.12 per foot (half of $56.25), adjusted for inflation. For the purpose of calculating the Total Residential Unit Floor Area, the area resulting from the density bonus is the total Residential Unit Floor Area (for the whole market rate/mixed income project) times the proportion of total units in the project in excess of those allowed under base zoning (the "Density Bonus Percentage"). As a result of this formula, a project that clustered all affordable units in 100% affordable buildings would contribute $56.25 times (as adjusted) the base residential square footage of any market rate buildings, excluding any density bonus square footage. A project that included some affordable units on-site within the market rate buildings would make a pro-rated contribution.

3. The City shall require that the West Lot Developer submit an Affordable Housing Compliance Plan ("AHCP") to confirm that the requisite amount is shown as a source in the affordable proforma(s) and as a use in the market rate proforma(s). If the AHCP is completed before BART's Board of Directors approves a final term sheet with West Lot Developer, then BART shall review and approve the AHCP prior to City review. The City may condition its affordable housing funding on compliance.

4. Market rate units built through the density bonus shall not be subject to any further affordability requirements or in-lieu fee obligations; provided, however, that the application of the density bonus to the West Lot shall not yield a project that has less than 35% affordable housing as a proportion of the total units on the West Lot.

C. Public Infrastructure

1. *Definitions and Summary*.

   i. Future transit-oriented development at the Ashby Project will require substantial investments in public infrastructure, which may include, but is not limited to, reconfiguration of Adeline Street, Woolsey Street, Ashby Avenue, and Martin Luther King ("MLK") Junior Way; plaza improvements along Adeline Street and extensions of the plaza to connect to the new development; BART rider parking for vehicles and bicycles; new pedestrian, bicycle, transit, and passenger loading; lighting; station improvements necessitated by the West Lot project including but not limited to a new station entry plaza, stairs, ramping, and Traction Power Substation ("TPSS")

access area and crane area; and vehicular access roads ("Public Infrastructure"). Public Infrastructure does not include infrastructure necessary to serve a specific development parcel, the cost of which shall be borne by the developer selected by the City for the East Lot (the "East Lot Developer"), or by the West Lot Developer, as applicable. Public Infrastructure also does not include BART's construction or operation of a new TPSS, which is anticipated to be on the West Lot.

ii. The location of certain specific Public Infrastructure and TPSS Improvements anticipated to be needed for the development of the West Lot are depicted on the diagram attached hereto as **Appendix C** ("Infrastructure Map"). The "TPSS Improvements" consist of improvements 7A and 7B as depicted on the Infrastructure Map. Public Infrastructure shown in Appendix C consists of the following categories:

- Roadway Reconfigurations. The "Roadway Reconfigurations" consist of improvements:
  - 1A ("Adeline Street Reconfiguration"), and
  - 3B ("MLK/Adeline/Woolsey Intersection Redesign").
- Adeline Plaza Improvements. The "Adeline Plaza Improvements" consist of improvements:
  - 1B ("Adeline Main Plaza"),
  - 2A ("Ashby/Adeline Corner Plaza"), and
  - 3A ("MLK/Adeline/Woolsey Plaza").
- Adeline Plaza Extensions. The "Adeline Plaza Extensions" consist of improvements:
  - 11 ("South Plaza Extension"), and
  - 2B ("Ashby/Adeline Corner Plaza Extension").
- BART Terrace Improvements. The "BART Terrace Improvements" consist of improvements:
  - 9A ("Existing BART Terrace"), and

- 9B ("BART Terrace Extension")

- Sidewalk Improvements. The "Sidewalk Improvements" consist of improvements:
  - 15 ("Ashby Sidewalk Widening"),
  - 16 ("MLK Sidewalk Widening (north)"), and
  - 17 ("MLK Sidewalk/Bikeway Widening (south)")

- BART Improvements. The "BART Improvements" consist of improvements:
  - 4B ("Required Emergency Access"),
  - 5 ("TPSS Access Area"),
  - 6 ("Station Entrance Plaza"),
  - 8 ("North Plaza Stair (to be rebuilt)"),
  - 10 ("South Plaza Stair (to be rebuilt)"),
  - 12 ("South Platform Egress Stair and BART Storage (access to be reconfigured)"),
  - 13 ("BART Vents (to be extended above plaza)"), and
  - 14 ("ADA/Bike Ramp (new)").

iii. The funds to construct and maintain Public Infrastructure and the TPSS Improvements are expected to come from a combination of sources. The responsibilities of the parties with respect to constructing, maintaining, and seeking funding for Public Infrastructure and the TPSS Improvements shall be as set forth in this Term Sheet and in the matrix attached hereto as **Appendix E** ("Infrastructure Matrix"). To the extent there is a conflict between the Term Sheet and the Infrastructure Matrix, the Term Sheet shall control.

iv. The Parties understand that available funding sources, financing estimates, and economic conditions could change as this Project proceeds. The Parties

shall cooperate to prepare a mutually agreeable financing strategy for Public Infrastructure that will respect the priorities for external funding identified in the term sheet, except to the extent the parties agree that flexibility is needed to maximize the external funding available for Public Infrastructure. BART shall require the West Lot Developer to collaborate with the Parties in preparing the financing strategy. Failure of the Parties and the West Lot Developer to prepare such a financing strategy shall not preclude either party from applying for external funding nor relieve either party of the obligations identified in this Term Sheet to cooperate on funding applications. Parties acknowledge that the financing strategy may need to be updated over time to reflect availability of financing sources.

2. *General Responsibilities of the Parties*. Except as otherwise provided in this Term Sheet and in the Infrastructure Matrix, BART and/or the West Lot Developer shall be responsible for constructing and maintaining the TPSS Improvements (7A and 7B) and the Public Infrastructure on the West Lot, the City and/or the East Lot Developer shall be responsible for constructing and maintaining Public Infrastructure on the East Lot, and the City shall be responsible for constructing and maintaining the Roadway Reconfigurations and the Adeline Plaza Improvements. The parties shall take future maintenance costs into consideration when designing and costing Public Infrastructure.

3. *External Funding*. Throughout the development process, BART, the City, the West Lot Developer, and the East Lot Developer shall collaborate on securing funding for Public Infrastructure. Such collaboration may include, for example, coordination on the scope and requests for applications to state funding sources that support transit-oriented development such as the Affordable Housing & Sustainable Communities ("AHSC"), Infill Infrastructure Grants ("IIG"), and Transit and Intercity Rail Capital ("TIRCP") programs. The anticipated external funding sources for each of the Public Infrastructure are identified in, but shall not be limited to, those sources listed in the Infrastructure Matrix. To the extent external funding opportunities are limited, first priority for use of grant funds shall be given to "essential" improvements, second priority shall be given to "high priority" improvements, and third priority shall be given to "medium priority" improvements, as those priorities are identified in the Infrastructure Matrix (**Appendix E**). BART and the City shall make good faith efforts to develop an infrastructure grant funding strategy that seeks to maximize the total amount of grant funding available for the essential improvements.

4. *Eastside Elevator*. It is anticipated that BART may (but is not required to) determine that it is necessary to make upgrades to the elevator on the east side of Adeline Street that is used by BART riders to access the station (the "Eastside Elevator"). In the event

that BART, in its sole discretion, determines that upgrades to the Eastside Elevator are necessary, BART shall be responsible for securing grants or other funding for such upgrades. To the extent necessary, and as a showing of good faith, the City or the East Lot Developer will cooperate with BART in seeking external funding to support BART-related infrastructure needs necessitated by the East Lot project. However, if external funding is unavailable, neither the City nor the East Lot developer shall be responsible for construction or maintenance funding for BART-related infrastructure.

5. *Adeline Plaza Improvements* (1B, 2A, and 3A). Adjacent to the West Lot, within the City's right of way, the City shall be responsible for constructing and maintaining Adeline Plaza Improvements (Adeline Main Plaza, Ashby/Adeline Corner Plaza, and MLK/Adeline/Woolsey Plaza), including improvements related to the anticipated flea market space, which may include, but are not limited to, public open plazas, plantings, and green space. The City, BART, and the West Lot Developer shall collaborate on securing funding for the Adeline Plaza Improvements with the goal of marshalling financial resources from external sources (such as from the county, region, or state) and, for Adeline Main Plaza (1B), through the City's formation of an Enhanced Infrastructure Financing District ("EIFD") for the West Lot, which is more particularly described in Section II.D.1, below. For purposes of determining priority in allocating EIFD funds or external funding for the project, the Adeline Main Plaza (1B) is considered essential to the project, the Ashby/Adeline Corner Plaza (2A) is considered high priority, and MLK/Adeline/Woolsey Plaza (3A) is considered medium priority.

6. *Traction Power Substation (7A and 7B)*.

    i. The TPSS Improvements (7A and 7B) consist of a new Traction Power Substation ("TPSS") proposed by BART, together with related improvements, which are 100% designed and will be constructed in the locations shown in Appendix C labeled 7A and 7B. All direct, indirect, and ongoing operating costs associated with the TPSS Improvements shall be the sole responsibility of BART. BART currently anticipates using the TPSS Access Area (5) to provide the crane access required for TPSS maintenance. BART shall not use the existing Adeline Street sidewalk or future Adeline Plaza Improvements for crane access unless BART provides temporary or permanent supports sufficient to support the crane, at BART's sole cost and expense. BART's construction of the TPSS shall conform to the location shown as 7A and 7B in Appendix C. BART shall meet and confer with the City before materially altering the TPSS location and shall work in good faith to address any concerns with the revised location that the City may identify. Any increased TPSS infrastructure construction or operating costs that may result from

modifications to the TPSS location shall be the sole responsibility of BART; neither the City nor the East Lot developer shall be responsible for such costs.

ii. The TPSS Improvements shall include decorative fencing with artistic treatments or other mutually agreeable screening treatment, along Adeline Street, and along the public facing edges at the north and south ends of the replacement TPSS, to screen the replacement TPSS from pedestrians (the "TPSS Screening Improvements"). BART shall be responsible for the construction and maintenance of the TPSS Screening Improvements. The City shall cooperate with BART in seeking external funding for the TPSS Screening Improvements, but the obligation to construct and maintain the improvements shall not be contingent on the availability of such funding.

7. *West Lot BART Infrastructure*. BART is committed to supporting the West Lot Developer in seeking external funding to pay for the BART Improvements and any other BART-related infrastructure needs necessitated by new development that may result in costs above and beyond those a developer would incur on similar privately-owned property. To the extent these external funding sources are not sufficient to cover the costs of BART-related infrastructure, such funding shortfall shall be considered a factor affecting project feasibility for purposes of this Term Sheet. BART shall also be responsible for, and may seek external funding for, any necessary upgrades to ventilation, lighting, vertical circulation, utilities, or other BART-related infrastructure, which responsibility may be delegated to the West Lot Developer. As indicated on the Infrastructure Matrix, BART has identified certain BART Improvements as essential to the West Lot project and the sole responsibility of West Lot Developer. However, the ultimate responsibility for the BART Improvements as between BART and West Lot Developer shall be determined by BART in its sole discretion. The City shall have no responsibility for the construction or maintenance of the BART Improvements or any other BART-related infrastructure on the West Lot.

8. *Adeline Plaza Extensions* (11 and 2B). The Adeline Plaza Extensions consist of the South Plaza Extension (11) and the Ashby/Adeline Corner Plaza Extension (2B). South Plaza Extension is an extension of the southern portion of the Adeline Main Plaza by providing an expanded plaza area and/or public accessways on the West Lot. The South Plaza Extension (11) shall comprise at least 4,800 square feet, and shall be extended as necessary to bridge any gap and connect with the adjacent TOD building. The Ashby/Adeline Corner Plaza Extension (2B) is an extension of Ashby/Adeline Corner Plaza (2A), at the intersection of Adeline Street and Ashby Avenue, and shall connect Ashby/Adeline Corner Plaza (2A) to the adjacent TOD building through an expanded plaza area and/or public accessways on the West Lot.

i. *Purpose*. The intended purpose of the Adeline Plaza Extensions is to provide at-grade pedestrian connectivity between the Adeline Plaza Improvements and one or more new TOD buildings with commercial and/or residential uses having frontages that support activation of the Adeline Main Plaza (1B), and that complement market activities there. The Adeline Plaza Extensions shall be improved with elements such as a wider sidewalk, outdoor seating area, outdoor dining area, landscaping, or other usable open space.

ii. *Use by Berkeley Flea Market.* At least 50% of the area of the South Plaza Extension shall be publicly accessible open space. The publicly accessible portion of the South Plaza Extension shall be made available for nonexclusive use by the Berkeley Flea Market.

- In the event that BART retains possession of the applicable portion of the South Plaza Extension, the Berkeley Flea Market's use shall be via a "Concession Permit" (or a similar document permitting the Berkeley Flea Market use) issued by BART, on financial terms comparable to the Flea Market's current arrangement with BART, as adjusted for inflation, and subject to the Berkeley Flea Market materially satisfying all requirements thereunder, including but not limited to review and approval of the proposed use, which permit shall not be unreasonably withheld.

- In the event that the West Lot Developer has a right to possess the applicable portion of the South Plaza Extension, BART's ground lease shall obligate the West Lot Developer to make at least 50% of the area open and available to the public, and to, at the Berkeley Flea Market's option, enter into an agreement for the use of at least 50% of the area of the South Plaza Extension by the Berkeley Flea Market on financial terms comparable to the Flea Market's current arrangement with BART, as adjusted for inflation and, subject to the terms of the ground lease and to the Berkeley Flea Market satisfying all reasonable requirements of the West Lot Developer.

- The 50% area to be used by the Berkeley Flea Market shall be configured to avoid interference with required building emergency egress and BART rider ingress/egress.

iii. *Delivery*. The South Plaza Extension (11) is considered essential to the West Lot development and shall be included in the final project. The Parties acknowledge that the technical issues involved in providing at-grade

pedestrian connectivity between a new TOD building and Adeline Street, and the costs associated therewith, have not been fully evaluated at this time. BART shall use good-faith efforts to work with the West Lot Developer to ensure that the final project will deliver at-grade pedestrian connectivity between a new TOD building and Adeline Main Plaza (1B) using high quality design and materials; provided that, in the event of a funding shortfall, BART, City and West Lot Developer shall work in good faith to identify value-engineering and other cost saving measures as provided in paragraph iii below. The Ashby/Adeline Corner Plaza Extension (2B) is considered a high priority improvement and shall be included in the final project to the extent consistent with project feasibility.

iv. *Funding*. The City, BART, and the West Lot Developer shall collaborate on securing external funding for the Adeline Plaza Extensions (such as from the county, region, state, or federal government). In addition, the South Plaza Extension (11), to the extent eligible for EIFD funding under state law, shall be given priority among plaza extensions for EIFD funding as more particularly described in Section II.D.1.i, below, contingent upon West Lot Developer committing to a capital contribution of no less than $1 million for the South Plaza Extension.

v. *Funding Shortfall.* If revenues from the EIFD (including related interim bridge financing) and external funding sources are insufficient (or unavailable) to fund the South Plaza Extension, the parties will meet and confer to discuss value engineering measures to ensure the economic feasibility of the project; provided, however, that in no event shall the South Plaza Extension be constructed using low-quality materials. The West Lot Developer shall be responsible for the costs of constructing the Adeline Plaza Extensions in the event of any funding shortfalls. Neither City nor BART shall be required to contribute funds towards the Adeline Plaza Extensions.

vi. *EIFD Bridge Financing:* The Parties acknowledge that EIFD funds may not be available until after the improvements associated with the Project are complete and on the tax rolls. The parties will collaborate on a plan to provide bridge financing through creation of a Community Facilities District ("CFD") or other financing mechanism to be offset, reimbursed, or refinanced when EIFD revenues become available. The City shall be responsible for the maintenance of the public portions of the Adeline Plaza Extensions, which shall be funded by the CFD identified in Section II.D.3. Any portions of the Adeline Plaza Extensions which are for the exclusive use

of the West Lot project shall be maintained by Developer and shall not be eligible for CFD funding.

9. *BART Terrace Improvements* (9A and 9B). The BART Terrace Improvements consist of improvements to the Existing BART Terrace (9A) abutting the proposed Adeline Plaza, and any BART Terrace Extension (9B) necessary to connect the Existing BART Terrace to the adjacent TOD Building. As with the Adeline Plaza Extensions, the purpose of any BART Terrace Extension is to provide at-grade pedestrian connectivity between the Adeline Plaza Improvements and one or more new TOD buildings with commercial and/or residential uses having frontages that support activation of the Adeline Main Plaza (1B), and that complement market activities there.

   i. *Use by Berkeley Flea Market.* The Existing BART Terrace shall be publicly accessible open space, and at least 50% of the area shall be made available for nonexclusive use by the Berkeley Flea Market.

      - In the event that BART retains possession of the applicable portion of the Existing BART Terrace, the Berkeley Flea Market's use shall be via a "Concession Permit" (or a similar document permitting the Berkeley Flea Market Use) issued by BART, on financial terms comparable to the Flea Market's current arrangement with BART, as adjusted for inflation, and subject to the Berkeley Flea Market materially satisfying all requirements thereunder, including but not limited to review and approval of the proposed use, which permit shall not be unreasonably withheld.

      - In the event that the West Lot Developer has a right to possess the applicable portion of the Existing BART Terrace, BART's ground lease shall obligate the West Lot Developer to make the area open and accessible to the public, and, at the Berkeley Flea Market's option, to enter into an agreement for the use of at least 50% of the area of the Existing BART Terrace by the Berkeley Flea Market on financial terms comparable to the Flea Market's current arrangement with BART, as adjusted for inflation and, subject to the terms of the ground lease and to the Berkeley Flea Market satisfying all reasonable requirements of the West Lot Developer.

      - The 50% area to be used by the Berkeley Flea Market shall be configured to avoid interference with building emergency egress, and BART rider ingress/egress.

ii. *Delivery.* BART and/or the West Lot Developer shall be responsible for constructing any improvements to the Existing BART Terrace and, if it is included in the final Project design, for constructing the BART Terrace Extension. EIFD funding may be made available for eligible BART Terrace Improvements if external funding is insufficient to cover construction costs, consistent with Section II.D.1.ii below. The BART Terrace Improvements are considered a high priority and shall be included in the final project to the extent consistent with project feasibility.

10. *Roadway Reconfigurations* (1A and 3B).

i. *Overview*. The Adeline Street Transportation Improvements Project is expected to repurpose two of the existing four traffic lanes to create a new public pedestrian plaza and protected bikeways, along with upgraded traffic signal infrastructure and enhanced public transit operations on Adeline Street. The project scope of work includes redesigning the intersections of Adeline/Ashby and MLK/Adeline/Woolsey adjacent to Ashby BART. The component of the project to reconfigure Adeline Street is identified in Appendix C as 1A (Adeline Street Reconfiguration), and the component to reconfigure the MLK/Adeline/Woolsey intersection is identified in Appendix C as 3B (MLK/Adeline/Woolsey Intersection Redesign).

ii. *Funding of Roadway Reconfigurations*. The Adeline Street Reconfiguration (1A) is considered essential to the project. Existing funding for the Adeline Street Reconfiguration is through Preliminary Engineering only, and funding for subsequent engineering design and construction phases has not yet been identified. The City and BART shall work collaboratively to identify funding for remaining project phases. The MLK/Adeline/Woolsey Intersection Redesign (3B) is considered a high priority improvement. The West Lot Developer shall collaborate with the City on securing funding for the Roadway Reconfigurations, including, for example, by coordinating on the scope and requests for applications to state funding sources. However, the costs of the Roadway Reconfigurations shall not be borne by BART or the West Lot Developer, but rather by grants, subsidies, or other publicly available funding sources.

11. *Sidewalk Improvements* (15, 16, and 17). The Sidewalk Improvements consist of the widening of the sidewalks along Ashby Avenue and MLK Way, and the widening of the sidewalk and construction of a new protected bikeway along MLK Way at the southern portion of the West Lot. The Sidewalk Improvements have a medium priority. West Lot Developer is responsible for the construction of the Sidewalk

Improvements and the costs thereof. The City shall be responsible for maintenance of the improved sidewalks.

12. *BART Rider Parking.* BART rider parking on the West Lot shall be the sole responsibility of BART and shall be within the sole discretion of BART, except that BART shall commit to providing ADA parking spaces in a quantity sufficient to meet user demand (up to the current amount at the station [16]), but in no event fewer than the quantity required by law. BART will monitor ADA space occupancy during the conceptual design process to determine the appropriate number of ADA spaces prior to construction. BART shall not require BART rider parking, including ADA parking, on the East Lot. The City, at its sole discretion and subject to any required public process and approvals, may elect to accommodate some or all of BART's ADA parking obligation within the City's right of way for the purpose of reducing costs and allowing external funding to be directed to other Public Infrastructure.

13. *Coordination and Construction Process.* The City, BART, and the West Lot Developer shall endeavor to coordinate the design and construction of the Roadway Reconfigurations, Adeline Plaza Improvements, the Adeline Plaza Extensions, the BART Improvements, and any other public infrastructure necessary for the project that may affect those improvements, to promote efficiency, seek compatibility of design and materials, and minimize conflicts with other City projects. To facilitate coordination and increase efficiency, the City, BART, and/or the West Lot Developer may enter into construction and reimbursement agreements providing for a single party to construct multiple improvements concurrently, with costs allocated as provided in this Term Sheet. However, development of the West Lot project and necessary Public Infrastructure may proceed prior to completion of the Roadway Reconfigurations and the Adeline Plaza Improvements. Additionally, nothing in this Term Sheet is intended to bar the City from assessing any regular public works fees on the developer associated with processing development permits and mitigating development impacts.

14. *Specific Maintenance Responsibility for BART-Related Infrastructure*. BART shall be responsible for the costs of maintaining any BART-related infrastructure, such as the Eastside Elevator, the TPSS, and the BART Improvements, regardless of whether such infrastructure is on the East Lot, the West Lot, or within the City's right of way, with the exception of any on-street ADA parking spaces, which shall be maintained by the City.

D. Special Funding Mechanisms for Public Infrastructure

1. *West Lot EIFD*. The City will make good faith efforts to pursue formation of an EIFD over the West Lot to improve the economic feasibility of development on the West Lot and potentially increase the level of affordable housing on the site. The City commits to making a good faith effort to form the EIFD within 12 months of approval of the entitlements for the West Lot Project. BART and the developer shall provide the requisite consents to (and refrain from protesting) formation. Priority of funds will be as follows:

    i. (a) The South Plaza Extension (11) (to the extent eligible under state law, and contingent upon West Lot Developer committing to a capital contribution of no less than $1 million for the South Plaza Extension) and (b) Adeline Main Plaza (1B).

    ii. The BART Terrace Improvements (9A and 9B) and Ashby/Adeline Corner Plaza (2B).

    iii. Public Infrastructure costs with no other available funding source, but excluding the BART Improvements or any other BART-related infrastructure (such as BART rider parking).

    iv. Affordable housing funding gap for units in excess of the City's current inclusionary housing requirement.

    v. Tax increment "pay as you go" financing to reimburse the developer(s) for eligible capital and maintenance costs for improvements financed by the EIFD.

2. *East Lot EIFD*. The City may, in its discretion, form an EIFD on the East Lot to improve the economic feasibility of development on the East Lot. The City may use the proceeds from the East Lot EIFD for any eligible costs associated with the East Lot development, provided that the funds shall not be applied toward any BART-related infrastructure.

3. *Community Facilities District*. The City's costs of maintaining the Adeline Plaza Improvements and the Adeline Plaza Extensions shall be covered by a CFD consisting solely of the West Lot, to fund ongoing maintenance responsibilities carried out by the City. The CFD shall only cover maintenance expenses for the public portions of the Adeline Plaza Extensions; it shall not cover maintenance of any portion that is for the exclusive use of the West Lot project. The City will initiate the formation of the CFD. The Parties will collaborate on developing the local goals and policies and, with the West Lot Developer, on determining the CFD's rate and method of apportionment, which determination shall take into account the impact that such additional tax burden

will have on the feasibility of the West Lot Project. BART shall give (and shall require West Lot Developer to give) any consents necessary to form the CFD, and BART or the West Lot Developer, as applicable, will vote in favor of formation of the CFD. The Parties acknowledge that a CFD will impact the feasibility of the Project by increasing the tax burden on the West Lot TOD, and agree to seek external funding sources if the CFD cannot feasibly generate enough revenue to cover the maintenance costs of the Adeline Plaza Improvements and Adeline Plaza Extensions.

E. Other Design and Development Considerations

1. *West Lot Civic Commercial Uses & Amenities.*

   i. The West Lot development shall be required to include a minimum of 5,000 net rentable square feet of ground floor interior space for community-based organizations, non-profits, and/or small and minority-owned businesses, including the Berkeley Flea Market, with triple net lease rents less than or equal to 50% of fair market (triple net) rent during the term of the ground lease. Tenants for this space, other than the Berkeley Flea Market may be recommended by the City but are subject to the West Lot Developer's sole discretion.

   ii. The West Lot development may incorporate the public artwork by Mildred Howard that was recently commissioned by the City.

2. *The Berkeley Flea Market.* Following the completion of the Adeline Plaza Improvements (1B, 2A, and 3A), the South Plaza Extension (11), and the BART Terrace Improvements (9A and 9B), those areas shall be made available (consistent with Sections II.C.8.ii and II.C.9.i) as vending space for the Berkeley Flea Market on terms comparable to its current arrangement with BART, as adjusted for inflation, and potentially for other public markets and microenterprise businesses. The City may allow some portion of adjacent right-of-way to also be utilized to support the Berkeley Flea Market (and other public programming), such as for vendor parking at the curb on weekends. BART will not terminate its current arrangement with the Berkeley Flea Market nor increase its rent until the West Lot Developer requires possession of the West Lot for purposes of commencing construction. If, at that time, the Adeline Main Plaza (1B) is not yet completed, the City will assist the Berkeley Flea Market in identifying and securing a suitable alternate location.

3. *Community Benefits Fund.* The City intends to require that a portion of net project profit from the East Lot mixed income or market rate development parcels shall be allocated to create a reparative community benefits fund for South Berkeley residents,

as follows: By the earlier of (i) the beginning of the fourth year after a Temporary Certificate of Occupancy ("TCO") is approved for a market rate or mixed income parcel on the East Lot, or (ii) stabilization (i.e., 95% occupancy) is achieved for such parcel, the developer of the parcel shall fund its pro rata share, as calculated pursuant to the next sentence, of an $150,000 contribution to the Community Benefits Fund, to be paid annually on the anniversary of the date the first payment was due, with annual cost of living adjustments of no less than 3.0% per annum. The percentage of the total to be paid by each qualifying parcel shall be calculated by dividing the parcel's net rentable or net sellable square footage by the total net rentable or net sellable square footage of all market rate or mixed income development approved or proposed on the East Lot. The final terms of any community benefits fund shall be established by the City in its sole discretion.

F. Objective Design Standards

1. *Overview*. The Parties desire to maintain the ability for the City and community to provide effective input as to the design of development proposed at the Ashby Project. The Parties agree that the primary vehicles for City and community input are set forth in section 23.202.150 of the City's Zoning Code, in the JVP, and in the ODS that will be developed separately for the West Lot and the East Lot. The Parties agree that the intent of ODS is to allow the City, the community, BART, and the developer to have a strong voice in the design quality of the development at the Ashby Station. The following sections describe the Parties' mutual understandings regarding the ODS and ODS process for the West Lot. The process and content of any ODS for the East Lot shall be determined by the City in its sole discretion provided that the ODS must allow for at least 248 units and at least 300 bedrooms.

2. *Binding Nature of ODS*. The Parties understand and agree that pursuant to Section I.C of this Term Sheet and applicable law, a development application that qualifies for streamlined review shall be subject to ODS that will be duly adopted by the City prior to the submittal of the development application, and that such ODS shall be enforceable as permit conditions by the City. The West Lot Developer shall not submit any development application (including a preliminary application) before the earlier of the adoption of the ODS or the expiration of the ODS Approval Period. In addition, as part of the consideration for the City's relinquishment of its option rights in the West Lot air space, the covenant encumbering the West Lot shall require that development comply with ODS that meet the requirements of **Appendix D**. BART shall ensure through its property agreements with the West Lot Developer that development on the West Lot adheres to ODS meeting the requirements of **Appendix D.** Notwithstanding anything to the contrary herein or in Appendix D, the West Lot Developer may invoke waivers, incentives or other exceptions, to the extent permitted

by law, but only with respect to (a) zoning requirements other than those set forth in or modified by the ODS, (b) ODS requirements pertaining to minimum square footage of active or non-residential ground floor uses, but only to the extent such requirements exceed 15,000 square feet, inclusive of the 5,000 square feet of community/civic commercial space, and (c) other ODS requirements that do not pertain to height limits, setbacks/step-backs, open space or massing breaks.

3. *Development of West Lot ODS*. BART has retained a consultant, Raimi & Associates ("Raimi"), directed by the City, to work with both Parties, community stakeholders, and the West Lot Developer to create ODS for the West Lot. Raimi has prepared a "Capacity Study based on a circulation framework and other development assumptions mutually agreed upon by the Parties. The Capacity Study shall be incorporated into the Exchange Agreement and serves to establish the net developable area of the site for purposes of determining ODS compliance with the requirements of **Appendix D**, as more particularly described therein. The process for adoption of ODS shall occur in two phases: the "Preliminary ODS" and the "Final ODS." Raimi and City shall complete the Preliminary ODS for the West Lot by November 19, 2024 in advance of the release of the RFP or RFQ/RFP so that it may be included as an exhibit to the RFP or RFQ/RFP. The public and BART shall be given an opportunity to review and comment on the Preliminary and Final ODS, as will the West Lot Developer following developer selection. BART and West Lot Developer shall make good faith efforts to provide the City with information regarding the proposed project design necessary to develop ODS, and any other input they may have on draft or proposed ODS, in a timely fashion. During the ODS Approval Period, the City shall consider the input of the public, BART, and the West Lot Developer in the preparation of Final ODS to be considered for adoption by the Planning Commission and City Council, and shall make a good faith effort to address any objections raised by BART and the West Lot Developer relating to the impact of ODS on project feasibility or design.

4. *Requirements for ODS*. The Parties agree that the ODS shall comply with the requirements set forth in **Appendix D**. Main topics in the ODS may include but are not limited to:
    - Public realm improvements
    - Building form and massing
    - Building façade design
    - Open space and landscape

5. *Appendix D Compliance – Process for Objecting.* Prior to submitting proposed Final ODS to the Planning Commission, the City shall provide them to BART and the West

Lot Developer. If BART or the West Lot Developer object to any of the proposed Final ODS based on noncompliance with the requirements set forth in **Appendix D**, they shall submit such objections to the City, along with an explanation of the basis for the objections, within fifteen (15) business days of receipt. If objections are timely submitted, the City, BART and West Lot Developer shall promptly meet and confer in good faith to resolve the objections and make any revisions before the proposed Final ODS are submitted to the Planning Commission. If BART or West Lot Developer believes the Final ODS recommended by the Planning Commission for approval by Council would not comply with **Appendix D**, BART or West Lot Developer shall have fifteen (15) business days following the Planning Commission's recommendation to submit their objections to the City, along with an explanation of the basis for them, and the City, BART, and the West Lot Developer shall promptly meet and confer in good faith to resolve them prior to submittal to the City Council. If no objections based on **Appendix D** requirements are raised within the applicable fifteen (15) business day period, or if timely raised objections are resolved through the meet and confer process, the Final ODS approved by Council will be deemed to satisfy the requirements set forth in **Appendix D** unless modified by Council in a manner that affects compliance with the **Appendix D** requirements. Nothing in this paragraph is intended to limit the ability of BART or West Lot Developer to provide comments on the Preliminary or Final ODS at any time prior to final approval, or to raise concerns or objections to proposed ODS based on considerations other than compliance with **Appendix D**.

6. *Approval of West Lot ODS*. Once a complete draft of Final ODS has been prepared and the process for resolving any objections described in the preceding paragraphs 3 and 5 has been completed, City staff will submit the draft Final ODS to the Planning Commission for recommendation. Following the Commission's recommendation and completion of the process for resolving objections to that recommendation, the City shall submit the Final ODS for the West Lot to the City Council for adoption no later than nine months after the execution of the ENA for the West Lot ("Approval Period"). Should the City believe that, due to a force majeure event (including but not limited to war, terrorist attack, pandemic, natural disaster, or other similar occurrence beyond the City's control), the City is unable to adopt West Lot ODS within the Approval Period, the City may request an extension of the Approval Period from BART not more than 30 days after the commencement of the force majeure event, which request shall identify the force majeure event and specify how it has affected the City's ability to adopt West Lot ODS within the Approval Period. The extension of the Approval Period requested shall be of a duration equal to the duration of the impact of the force majeure event on the City's ability to adopt the West Lot ODS. BART's approval shall not be unreasonably withheld.

7. *Funding of ODS*. The City shall bear full responsibility for any costs to develop ODS on the East or West Lot in excess of the available grant funding or those costs incurred after the grant expenditure deadline.

III. Other

A. Additional Requirements. The Ashby Project must comply with all relevant applicable BART and City policies and ordinances to the extent allowable by law. BART's relevant policies can be found at www.bart.gov/TOD and currently include its Transit-Oriented Development Policy, Affordable Housing Policy, AB 2923 Development Principles, Project Stabilization Agreement Policy for Transit-Oriented Development, and Labor Peace Agreement Policy for Transit-Oriented Development Hotel Operations.

B. Term Sheet Non-Binding. While this Term Sheet summarizes certain terms and conditions for the Ashby Project, it is not intended to be contractually binding on the City or BART. No legal obligation will exist regarding the transactions described in this Term Sheet, unless and until the parties have negotiated, executed and delivered mutually acceptable agreements approved by each Party's decision-making body in accordance with all legal requirements, including, to the extent applicable, the California Environmental Quality Act (CEQA).

(Signatures on following page)

CITY OF BERKELEY

Paul Buddenhagen 9/21/2024

PAUL BUDDENHAGEN
CITY MANAGER

Signed by:
C50B3BE947464A1...
9/20/2024

JESSE ARREGUÍN
MAYOR

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

DocuSigned by:
BAA357BD7E1A4FF...
9/20/2024

ROBERT M. POWERS
GENERAL MANAGER

LIST OF EXHIBITS

Appendix A Ashby Project Aerial

Appendix B Schedule

Appendix C Infrastructure Map

Appendix D ODS Requirements

Appendix E Infrastructure Matrix

Appendix F City Standard Conditions of Approval Relied on in R-BMU Zoning EIR

Appendix G Capacity Study

Docusign Envelope ID: 66330272-7A73-474C-A995-D32AC3567F9C

APPENDIX A: ASHBY PROJECT AERIAL



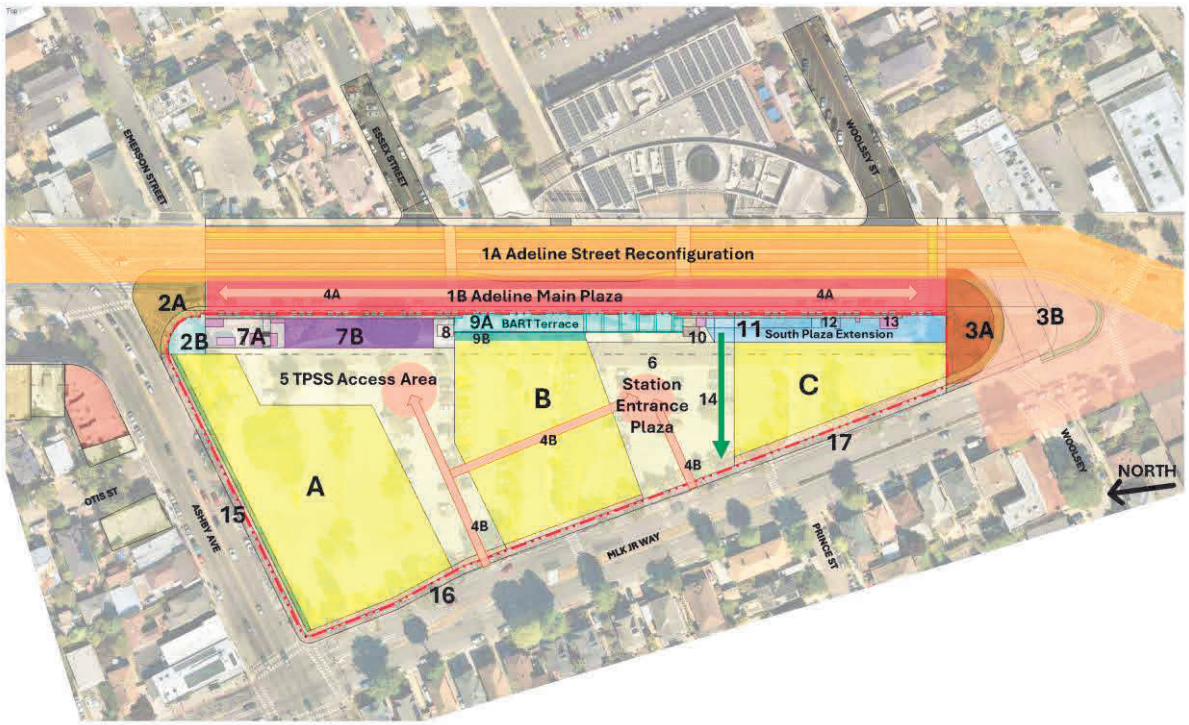
APPENDIX B: SCHEDULE

Activity	Lead Party	Milestone	Outside Date
Term Sheet Execution	BART & City	The Parties execute the Term Sheet following approval by City Council	23-Sep-24
Provide Draft RFP for City 1st Review	BART	BART to transmit to City combined Request for Proposals and Notice of Funding Availability for City Predevelopment Funding (RFP)	24-Sep-24
Provide Draft Exchange Agreement documents for BART's Review	City	City to transmit to BART all proposed documents related to property exchange and covenants	24-Sep-24
Complete 1st Round Comments on Developer Solicitation Document (RFP)	City	City to transmit to BART language on Notice of Funding Availability for City Predevelopment Funding as well as general comments on RFP	15-Oct-24
Provide Draft RFP for City 2nd Review	BART	BART to transmit revised RFP to City	29-Oct-24
Complete 2nd Round Comments on Developer Solicitation Document (RFQ-P)	City	City to provide final comments on RFP	19-Nov-24
Preliminary ODS Complete	City	City finalizes Preliminary ODS for inclusion in RFP	19-Nov-24
Exchange Agreement Approval	City	City Council authorizes execution of Exchange Agreement documents aligned with terms approved by City Council and presented to BART Board	19-Nov-24
Exchange Agreement Execution	BART & City	The Parties execute binding documents related to the exchange of property interests that will be effectuated following ENA execution	26-Nov-24
Developer Solicitation Issuance	BART	BART issues combined RFP and Notice of Funding Availability for City Predevelopment Funding to developer community	3-Dec-24

Activity	Lead Party	Milestone	Outside Date
Developer Selection	BART Board of Directors	Identified development team (selected by a BART-City-EBB panel), with demonstrated capacity to complete affordable housing projects representing at least 35% of anticipated housing for the entire site.	26-Jun-25
Execution of an Exclusive Negotiating Agreement ("ENA")	BART	ENA signed with Developer	No later than 9 months after Developer selection
City Affordable Housing Funding - Predevelopment Funding	City	Council award of predevelopment funds (if requested) to Developer	No later than 60 days after Developer Selection
Adoption of Objective Design Standards	City	Objective Design Standards adopted by City Council	No later than 9 months after ENA execution
Infrastructure Financing Strategy	City & BART with collaboration by West Lot Developer	Draft strategy prepared by City and BART with collaboration by West Lot Developer	No later than 9 months after ENA execution; failure to complete this shall not constitute default under any binding agreement.
City Application	Development team	Development team submits a complete application for a Master Development Permit, or for at least one affordable housing building's entitlements/permit	No sooner than Adoption of ODS (or 9 months from execution of ENA, whichever comes first) and no later than 3 years from execution of ENA
Project Financing	Development team	For each affordable housing project, development team secures complete project financing. If this milestone is not met, the City may rescind the development funding reservation for that project component.	31-Dec-33

APPENDIX C: INFRASTRUCTURE MAP

Note: The number and footprint of structural elements, as well as the spaces between them, have not been designed and are illustrative. The actual location of various structural elements may differ from the depictions below.



Public Areas

Adeline Street Reconfiguration* **	**1A**
Adeline Main Plaza	**1B**
Ashby/Adeline Corner Plaza**, ***	2A
Ashby/Adeline Corner Plaza Extension**	2B
Existing BART Terrace	9A
BART Terrace Extension*	9B
South Plaza Extension**	11
MLK/ Adeline/Woolsey Plaza**, ***	3A
MLK/ Adeline/Woolsey Intersection Redesign**, ***	3B
Ashby Sidewalk Widening	15
MLK Sidewalk Widening (north)	16
MLK Sidewalk/Bikeway Widening(south)	17
TPSS Access Area**	**5**
Station Entrance Plaza**	**6**

Other Elements

North Platform Egress Stair & BART Vents and TPSS Equipment	7A
TPSS Replacement Area	7B
North Plaza Stair (to be rebuilt)	8
South Plaza Stair (to be rebuilt)	10
ADA Pedestrian/Bike Connection/Ramp (new)**	14
South Platform Egress Stair & BART Storage (access to be reconfigured)	12
BART Vents (to be extended to/above plaza)	13
Estimated BART Property Line	
Estimated Zone of Influence	
Development Areas**	(A, B, C)
Required Emergency Access **, ****	4B
Adeline Main Plaza EVA	4A

*Potential extension, not required, building could be built up to Existing BART Terrace
** Location and geometry flexible if all performance requirements are met
*** Funding for Adeline St Reconfiguration subject to identification of City financial resources to fund improvements; City has identified these improvements as a top priority for funding.
**** 4A refers only to that segment of 4 within the City's ROW; 4B refers only to that segment of 4 within BART's parcel.

APPENDIX D: ODS REQUIREMENTS

Requirements for Objective Design Standards on West Lot

The City's future ODS for the West Lot shall be binding on BART and the West Lot Developer without respect to any waivers, incentives or other exceptions that may otherwise be available under the Density Bonus Law or other provision of law, and BART shall require the West Lot Developer to comply with the Final ODS utilizing its real estate agreements, provided that:

1. City zoning is consistent with AB 2923 in that it allows a density of at least 75 dwelling units per acre and a height of at least 7 stories, and does not require parking in excess of the AB 2923 maximums;

2. The ODS is adopted by the City of Berkeley for the West Lot within the Approval Period;

3. The City's Preliminary and Final ODS include standards that are applicable to development that qualifies for a density bonus under the state Density Bonus Law and allows for greater heights than existing zoning ("ODS Density Bonus Standards"). The ODS Density Bonus Standards must (a) allow heights of at least 85 feet without a maximum number of stories, and (b) allow (but not require) that development occur in BART's Zone of Influence ("ZOI");

4. The ODS Density Bonus Standards, when applied to a hypothetical development that (a) is within the net developable area ("NDA") footprint shown in the Capacity Study and (b) has a height no greater than 8 stories, allow for a gross residential square footage of at least 600,000 sq ft.; and

5. The ODS Density Bonus Standards, when applied to a hypothetical development within the NDA that has a height over 85 feet but within the maximum height allowed by the ODS Density Bonus Standards, allow for a gross residential square footage of at least 750,000 square feet.

The Parties agree that an 8-story development under ODS Density Bonus Standards meeting the above requirements will allow for at least 600 units, based on an average net floor area of 750 square feet per unit, assuming a 75% efficiency factor.

Notwithstanding the foregoing, the West Lot Developer may invoke waivers, incentives or other exceptions, to the extent permitted by law, but only with respect to (a) zoning requirements other than those set forth in or modified by the ODS, (b) ODS requirements pertaining to minimum square footage of active or non-residential ground floor uses , but only to the extent such requirements exceed 15,000 square feet, inclusive of the 5,000 square feet of community/civic commercial space, and (c) other ODS requirements that do not pertain to height limits, setbacks/step-backs, open space or massing breaks.

Net Developable Area

The NDA is defined as the gross developable area of the West Lot, as shown in Appendix G, the Capacity Study. The NDA assumes development will occur in the BART ZOI. The NDA shown in the Capacity Study shall not be altered for purposes of determining compliance of ODS with the requirements of this Appendix D, regardless of any later alterations made to the location of BART infrastructure, public site circulation, or building footprints, or any other considerations of development feasibility that may arise in connection with a proposed development project.

The final NDA shall be used solely for the purposes of calculating ODS Capacity and shall not otherwise bind BART, the City or the West Lot Developer in any manner, including with respect to the size, location or configuration of the development footprint for the final project.

ODS Capacity

The amount of gross residential square footage allowed under the applicable Density Bonus Standards ("ODS Capacity") shall be calculated by applying R-BMU zoning requirements to a hypothetical project eligible for density bonus within the NDA at the heights specified in paragraphs 4 and 5 above, as applicable, and accounting for square footage that is lost due to required setbacks, step-backs, massing breaks, or other required features (e.g. fire and life safety requirements) required under by the ODS Density Bonus Standards. The determination of ODS Capacity shall be made by Raimi if mutually agreed by the Parties, or if not, then a design professional such as a member of the American Institute of Certified Planners (AICP) or licensed architect, to be selected by mutual agreement of BART and the City. The determination of ODS Capacity shall use the same extrinsic assumptions used in the agreed-upon Capacity Study (to the extent not impacted by the ODS), including without limitation the number of stories (with respect to paragraph 4 above only), space required for emergency access, and the amount of parking assumed for each building. ODS Capacity will be calculated for the entirety of the West Lot development and not individual buildings or blocks. For purposes of the ODS Capacity calculation, residential square footage shall not include square footage for parking.

Docusign Envelope ID: 66330272-7A73-474C-A995-D32AC3567F9C

APPENDIX E: INFRASTRUCTURE MATRIX

Map ID	Infrastructure Cost Category	Priority	Funding Sources	Responsibility in the Event of Funding Shortfall	Maintenance Responsibility
PUBLIC AREAS					
1A	Adeline Street Reconfiguration ***	Essential	Bond Funds/Alameda County/OBAG 4/Grants & Subsidies	City	City
1B, 4A	Adeline Main Plaza ***	Essential	Grants & Subsidies/IIG/AHSC/EIFD	City	City (CFD-funded)
2A	Ashby/Adeline Corner Plaza **, ***	Essential	Grants & Subsidies/IIG/AHSC	City	City (CFD-funded)
2B	Ashby/Adeline Corner Plaza Extension **	~~Essential~~ High	Developer Contribution/Grants & Subsidies/IIG/AHSC	Developer	City (CFD-funded)
9A	Existing BART Terrace	High	Developer Contribution/Grants & Subsidies/IIG/AHSC/EIFD	BART	BART
9B	BART Terrace Extension *	High	Developer Contribution/Grants & Subsidies/IIG/AHSC/EIFD	Developer	Developer
11	South Plaza Extension **	Essential	Developer Contribution/Grants & Subsidies/IIG/AHSC/EIFD	Developer	City (CFD-funded)
3A	MLK/Adeline/Woolsey Plaza **, ***	Medium	Grants & Subsidies/IIG/AHSC	City	City (CFD-funded)
3B	MLK/Adeline/Woolsey Intersection Redesign **, ***	High	Bond Funds/Alameda County/OBAG 4/Grants & Subsidies/IIG/AHSC/City's General Fund	City	City
15	Ashby Sidewalk Widening	Medium	Developer Contribution	Developer	City
16	MLK Sidewalk Widening (north)	Medium	Developer Contribution	Developer	City
17	MLK Sidewalk/Bikeway Widening (south)	Medium	Developer Contribution	Developer	City
5	TPSS Access Area including crane area **	High	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
6	Station Entrance Plaza **	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
-	BART Parking - ADA Rider Parking & Staff Parking (station agents, police)	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
-	BART Rider Parking - General	Medium	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
OTHER INFRASTRUCTURE ELEMENTS					
7A	North Platform Egress Stair, BART Vents & TPSS Equipment	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
7B	TPSS Replacement Area	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	BART
8	North Plaza Stair (to be rebuilt)	High	BART or Developer Contribution/Grants/Subsidies	Developer	BART
10	South Plaza Stair (to be rebuilt)	Essential	Developer Contribution/Grants/Subsidies	Developer	BART
14	ADA and Bike Ramps (new) **	Essential	Developer Contribution/Grants/Subsidies	Developer	Developer
12	South Platform Egress Stair + BART Storage (access to be reconfigured)	High	Developer Contribution/Grants/Subsidies	Developer	BART
13	BART Vents (to be extended above plazas)	High	Developer Contribution/Grants/Subsidies	Developer	BART
4B	Required Emergency Access + Turn Around **, ****	Essential	BART or Developer Contribution/Grants/Subsidies	BART/Developer	Developer

Notes:

* Potential extension, not required if building is built up to Existing BART Terrace.
** Location and geometry flexible if all performance requirements are met.
*** Funding for Adeline St Reconfiguration subject to identification of City financial resources to fund improvements; City has identified these improvements as a top priority for funding.
**** 4A refers only to that segment of 4 within the City's ROW; 4B refers only to that segment of 4 within BART's parcel.

Docusign Envelope ID: 66330272-7A73-474C-A995-D32AC3567F9C

APPENDIX F: CITY STANDARD CONDITIONS OF APPROVAL RELIED ON IN R-BMU ZONING EIR

1. Air Quality - Diesel Particulate Matter Controls during Construction. All off-road construction equipment used for projects with construction lasting more than 2 months shall comply with one of the following measures:

   A. The project applicant shall prepare a health risk assessment that demonstrates the project's on-site emissions of diesel particulate matter during construction will not exceed health risk screening criteria after a screening-level health risk assessment is conducted in accordance with current guidance from BAAQMD and OEHHA. The health risk assessment shall be submitted to the Land Use Planning Division for review and approval prior to the issuance of building permits; or

   B. All construction equipment shall be equipped with Tier 2 or higher engines and the most effective Verified Diesel Emission Control Strategies (VDECS) available for the engine type (Tier 4 engines automatically meet this requirement) as certified by the California Air Resources Board (CARB). The equipment shall be properly maintained and tuned in accordance with manufacturer specifications.

   C. In addition, a Construction Emissions Minimization Plan (Emissions Plan) shall be prepared that includes the following:

      i. An equipment inventory summarizing the type of off-road equipment required for each phase of construction, including the equipment manufacturer, equipment identification number, engine model year, engine certification (tier rating), horsepower, and engine serial number. For all VDECS, the equipment inventory shall also include the technology type, serial number, make, model, manufacturer, CARB verification number level, and installation date.

      ii. A Certification Statement that the Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of contract. The Emissions Plan shall be submitted to the Public Works Department for review and approval prior to the issuance of building permits.

2. 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.

3. 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 Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, 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.

4. 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.

5. Construction Hours. Construction activity shall be limited to between the hours of 8:00 AM and 6:00 PM on Monday through Friday, and between 9:00 AM and Noon on Saturday. No construction-related activity shall occur on Sunday or any Federal Holiday.

6. Construction Noise Reduction Program. The applicant shall develop a site-specific noise reduction program prepared by a qualified acoustical consultant to reduce construction noise impacts to the maximum extent feasible, subject to review and approval of the Zoning Officer. The noise reduction program shall include the time limits for construction listed above, as measures needed to ensure that construction complies with BMC Section 13.40.070, Prohibited Acts. The noise reduction program should include, but shall not be limited to, the following available controls to reduce construction noise levels as low as practical:

   A. Construction equipment should be well maintained and used judiciously to be as quiet as practical.

   B. Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment.

   C. Utilize "quiet" models of air compressors and other stationary noise sources where technology exists. Select hydraulically or electrically powered equipment and avoid pneumatically powered equipment where feasible.

   D. Locate stationary noise-generating equipment as far as possible from sensitive receptors when adjoining construction sites. Construct temporary noise barriers or partial enclosures to acoustically shield such equipment where feasible.

   E. Prohibit unnecessary idling of internal combustion engines.

   F. If impact pile driving is required, pre-drill foundation pile holes to minimize the number of impacts required to seat the pile.

   G. Construct solid plywood fences around construction sites adjacent to operational business, residences or other noise-sensitive land uses where the noise control plan analysis determines that a barrier would be effective at reducing noise.

   H. Erect temporary noise control blanket barriers, if necessary, along building facades facing construction sites. This mitigation would only be necessary if conflicts occurred which were irresolvable by proper scheduling. Noise control blanket barriers can be rented and quickly erected.

   I. Route construction related traffic along major roadways and away from sensitive receptors where feasible.

7. Construction Noise Management. Public Notice Required. At least two weeks prior to initiating any construction activities at the site, the applicant shall provide notice to businesses and residents within 500 feet of the project site. This notice shall at a minimum provide the following: (1) project description, (2) description of construction activities during extended work hours and reason for extended hours, (3) daily construction schedule (i.e., time of day) and expected duration (number of months), (4) the name and phone number of the Project Liaison for the project that is responsible for responding to any local complaints, and (5) that construction work is about to commence. The liaison would determine the cause of all construction-related complaints (e.g., starting too early, bad muffler, worker parking, etc.) and institute reasonable measures to correct the problem. A copy of such notice and methodology for distributing the notice shall be provided in advance to the City for review and approval.

8. Damage Due to Construction Vibration. The project applicant shall submit screening level analysis prior to, or concurrent with demolition building permit. If a screening level analysis shows that the project has the potential to result in damage to structures, a structural engineer or other appropriate professional shall be retained to prepare a vibration impact assessment (assessment). The assessment shall consider project specific information such as the composition of the structures, location of the various types of equipment used during each phase of the project, as well as the soil characteristics in the project area, in order to determine whether project construction may cause damage to any of the structures identified as potentially impacted in the screening level analysis. If the assessment finds that the project may cause damage to nearby structures, the structural engineer or other appropriate professional shall recommend design means and methods of construction that to avoid the potential damage, if feasible. The assessment and its recommendations shall be reviewed and approved by the Building and Safety Division and the Zoning Officer. If there are no feasible design means or methods to eliminate the potential for damage, the structural engineer or other appropriate professional shall undertake study of existing conditions (study) of any structures (or, in case of large buildings, of the portions of the structures) that may experience damage.

   This study shall establish the baseline condition of these structures, including, but not limited to, the location and extent of any visible cracks or spalls; and include written descriptions and photographs.

   The study shall be reviewed and approved by the Building and Safety Division and the Zoning Officer prior to issuance of a grading permit. Upon completion of the project, the structures (or, in case of large buildings, of the portions of the structures) previously inspected will be resurveyed, and any new cracks or other changes shall be compared to pre-construction conditions and a determination shall be made as to whether the proposed project caused the damage. The findings shall be submitted to the Building and Safety Division and the Zoning Officer for review. If it is determined that project construction has resulted in damage to the structure, the damage shall be repaired to the pre-existing condition by the project sponsor, provided that the property owner approves of the repair.

9. Avoid Disturbance of Nesting Birds. Initial site disturbance activities, including vegetation and concrete removal, shall be prohibited during the general avian nesting season (February 1 to August 30), if feasible. If nesting season avoidance is not feasible, the applicant shall retain a qualified biologist to conduct a preconstruction nesting bird survey to determine the presence/absence, location, and activity status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the MBTA and CFGC, nesting bird surveys shall be performed not more than 14 days prior to scheduled vegetation and concrete removal. In the event that active nests are discovered, a suitable buffer (typically a minimum buffer of 50 feet for passerines and a minimum buffer of 250 feet for raptors) shall be established around such active nests and no construction shall be allowed inside the buffer areas until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest). No ground-disturbing activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring between August 31 and January 31.

Docusign Envelope ID: 66330272-7A73-474C-A995-D32AC3567F9C

APPENDIX G: CAPACITY STUDY

Purpose

BART and the City of Berkeley engaged Raimi + Associates to analyze the development capacity of the Ashby BART Station West Lot to inform their negotiations over future transit-oriented development projects at the site. The net developable area of the site, as defined below, will be used to calculate the total amount of development that is permitted under the objective design standards for the site that are to be developed and adopted by the City of Berkeley, to ensure that the ODS meet the provisions of Appendix D. ODS meeting the provisions of Appendix D will be binding on the West Lot Developer via restrictive covenants and BART's real estate agreements.

Methodology

Net developable area (NDA) is defined as the developable area of the West Lot, exclusive of surface areas utilized for public site circulation and BART infrastructure. For the purpose of this capacity study, hypothetical West Lot development areas were determined by the access requirements for the site that were established in consultation with BART and City of Berkeley transportation planners, engineers and public safety staff. An additional emergency vehicle access (EVA) is required through development area B. The total NDA is calculated as 123,000 square feet (see table 1), or approximately 2.82 acres.

Raimi + Associates created architectural models of hypothetical buildings within the NDA, as shown in Figure 1, using the site design assumptions agreed upon by the parties and listed below, for the purpose of estimating the maximum potential development capacity of the site.

Figure 1. Net Developable Area

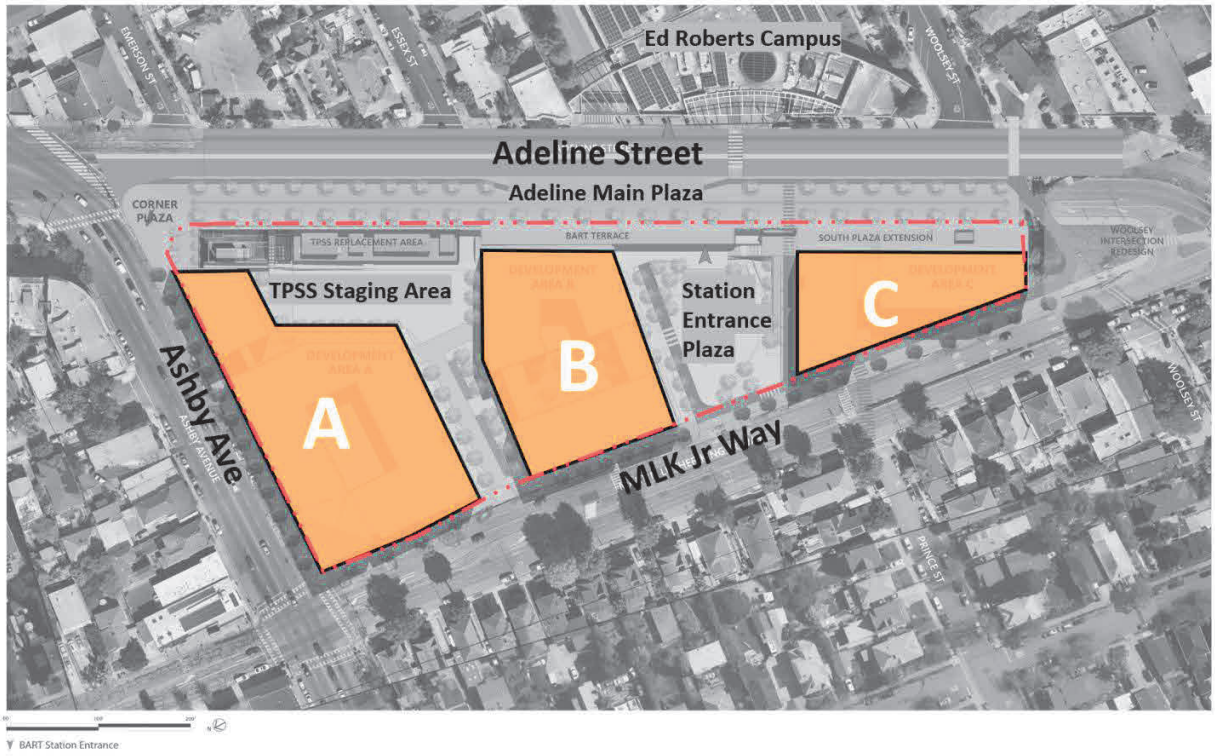


Table 1. Net Developable Area

Development Area A	~58,300 SF
Development Area B	~41,400 SF
Development Area C	~23,300 SF
Net Developable Area	**123,000 SF**

Site Design Assumptions

- Gross residential floor area, as calculated in "Capacity Finding" below, includes residential units, horizontal and vertical circulation, common spaces, and utility and maintenance spaces.
- Estimated unit counts assume an average gross unit size 1000 sf. Unit counts were calculated per floor per building and rounded down to number of full units per floor.
- Approximately 12,850 square feet of commercial / non-residential space. Any additional commercial space would reduce residential floor area and unit count.
- Development project is assumed to take advantage of state density bonus waivers and concessions to supersede the following R-BMU zoning provisions:
    - Maximum height of 7 stories
    - Active frontage location requirements
    - Parking structure design, underground or located behind conditioned building space
    - On-site pedestrian access from Ashby Avenue
- Mid-rise construction, with Buildings A and B up to 7 stories, and Building C up to 8 stories (requires all access to Building C to be from Adeline or MLK, no access to Station Entrance Plaza).
- EVA modeled through building B included a 60-foot wide connection that included a 20-foot wide emergency vehicle accessway (to be expanded to 26 feet if aerial operations required) and landscaped/stoop areas to activate the through access. The emergency vehicle access is likely to be required to be designed as a pedestrian pathway in the ODS. Bridges will be allowed over the EVA if they do not exceed 30 feet in depth and include a minimum 20 feet high passageway for emergency vehicles.
- 65-foot wide double loaded corridor buildings. In practice, this would be an average and provide space for building articulation, projections, and balconies that may increase or decrease the building width.
- Construction within the BART tunnel Zone of Influence is assumed (8,220 sf of net developable area, about 7% of total net developable area).
- Sidewalks: 13 feet on Ashby, 15 feet on MLK north of station access, 22 feet on MLK south of station access which also includes two-way cycletrack.
- Vehicle Parking:
    - BART rider parking: minimum 11 ADA spaces + 3 staff spaces (co-located in a residential garage).
    - Residential parking goal: 1 space per 5 units (not necessarily located evenly across the site; spaces may be in one garage located within a single building). Goal is only achievable with barking below grade under Building C, which may be costly.
- Bike Parking:
    - Bike station: minimum of 128 spaces – 3,000 to 4,000 sf
    - Shared bike facilities: 23 spaces, external to buildings, easy access to station at 3 feet per bike = ~70 linear feet.
    - Bike lockers: minimum 46 lockers, internal space, ~2,250 sf, about 102 feet x 22 feet

  - Bike racks: minimum 134 racks at 3 feet per 2 bikes, 200 linear feet of bike racks.
- Approximately 17,000 sf reduction of floor area is assumed for façade articulation and other design requirements that would likely result from objective design standards, including the following potential requirements:
  - Maximum building length fronting Ashby Avenue shall not exceed 240 feet.
  - Façade planes shall not exceed 160 measured from a building corner or major building break.
  - Major breaks shall be a minimum 8 feet wide and 8 feet in depth.
  - Where ground floor residential units front MLK Jr Way, the first two floors shall be setback a minimum of 5 feet to provide space for stoops, landscaping, and improve privacy for ground floor units.
  - Enclosed Courtyards shall have a minimum width of 60 feet.

Capacity Findings

Raimi + Associates estimated the West Lot development capacity at approximately 632,000 square feet of gross residential floor area, or approximately 624 dwelling units (see Table 2).

These assumptions and findings shall be used solely for the purposes of calculating ODS Capacity per Appendix D, and shall not otherwise bind BART, the City, or the West Lot Developer in any manner, including with respect to the size, location, or configuration of the development footprint for the final project.

Table 2. Estimated Development Capacity

	Gross Residential Floor Area, square feet (SF)	Commercial / Non-residential Floor Area, SF	Total Floor Area, SF	Dwelling Units	Residential Parking Spaces	Other Parking
Building A	299,158	4,390	303,548	298	118	
Building B	189,854	3,915	193,769	187	-	28
Building C	143,311	4,570	147,881	139	-	
Totals	**632,323**	**12,875**	**645,198**	**624**	**118**	**28**

14

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Department of Public Works

Subject: Contract: Nema Construction for FY 2023 Street Light Maintenance Project

RECOMMENDATION

Adopt a Resolution:

1. Approving plans and specifications for the Street Rehabilitation FY 2023 Project, Specification No. 24-11668-C;
2. Accepting the bid of the lowest, responsive and responsible bidder, Nema Construction;
3. Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until completion of the project, in accordance with the approved plans and specifications, in an amount not to exceed $424,465.

FISCAL IMPACTS OF RECOMMENDATION

Funding is available from the Street Light Assessment Fund. No other funding is required, and no other projects will be delayed due to this expenditure.

Low bid by Nema Construction	$ 369,100
15% Contingency	$ 55,365
Total construction cost:	**$424,465**

FY 2022 Street Light Maintenance Project Funds

Street Lighting Fund (142) $424,465

CURRENT SITUATION AND ITS EFFECTS

The FY 2023 Street Light Maintenance Project (Specification No. 24-11668-C) was released for bids on September 5, 2024, and bids were opened on September 19, 2024 (see Attachment 3, Abstract of Bids). Six non-local bids were received, from a low of $369,100 to a high of $669,600. The engineer's estimate for the project was $425,000.

Nema Construction of Albany, California, was the lowest responsive and responsible bidder, with a bid of $369,100, and their references were satisfactory. This project includes a 15% contingency, which brings the total contract amount up to the requested $424,465. Staff recommends that a contract for this project be awarded to Nema Construction.

The FY 2023 Street Light Maintenance Project is a Strategic Plan Priority Project, advancing our goal of providing state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

In 2017, the Department of Public Works hired a consulting firm to evaluate the condition of Berkeley's 3,105 metal street light poles. The firm developed a custom survey for field staff to compete for each pole. The survey data was used to determine which poles were experiencing chronic rust or corrosion and how these issues should be addressed.

The data was further reviewed, and an estimated remaining helpful pole life was determined for each street light pole. The remaining pole life was estimated based on pole type and the level of damage (if any) observed in the field. The data was also mapped to allow the City to visualize where various issues are occurring.

This data was used to select the most needed replacement street light poles. A subset of those poles was chosen to be replaced as part of this project.

The plans and specifications are on file in the Public Works Department. In accordance with the California Environmental Quality Act (CEQA) requirements, this project has been determined to be categorically exempt because it consists of maintenance of existing street light poles and does not expand their use beyond existing conditions.

According to City policy, the Living Wage Ordinance does not apply to this project since Public Works construction contracts are subject to state prevailing wage laws. The contractor has submitted a Certification of Compliance with the Equal Benefits Ordinance. The Community Workforce Agreement (CWA) does not apply because the engineer’s estimate of $425,000 was below the $500,000 contract amount threshold for CWA eligibility.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Improved street lighting is consistent with the City’s efforts to improve the efficiency and safety of the movement of people and vehicles throughout the City’s roadway network. Street lighting can also advance opportunities for people to safely walk, bike, and take public transit, therefore working to reduce greenhouse gases and pollutants that impact air quality.

RATIONALE FOR RECOMMENDATION

This street light maintenance project is part of the City’s ongoing efforts to maintain and rehabilitate public work infrastructure. 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

The City council can choose not to award a contract, but the street light infrastructure would continue deteriorating, reducing night visibility and public safety.

CONTACT PERSON

Wahid Amiri, Deputy Public Works Director, (510) 981-6396
Ronald A. Nevels, Manager of Engineering, (510) 981-6439
Srinivas Muktevi, Supervising Civil Engineer, (510) 981-6402

Attachments:
1: Resolution
2: Location Map
3: Abstract of Bids

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

CONTRACT: NEMA CONSTRUCTION FOR FY 2023 STREET LIGHT MAINTAINENCE PROJECT

WHEREAS, the FY 2023 Street Light Maintenance Project is part of the City's ongoing efforts to maintain and rehabilitate public works infrastructure throughout the City; and

WHEREAS, the City has neither the labor nor the equipment necessary to undertake this FY 2023 Street Light Maintenance Project; and

WHEREAS, an invitation for bids was duly advertised on September 5, 2024, bids were opened on September 19, 2024; and

WHEREAS, NEMA Construction was determined to be the lowest responsive and responsible bidder; and

WHEREAS, funding is available in the current year budget for the FY 2023 Street Light Maintenance Project Funds (Fund 142).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Plans and Specification No. 24-11668-C for the FY 2023 Street Light Maintenance Project are approved.

BE IT FURTHER RESOLVED that the construction contract is awarded to Nema Construction as the lowest responsive and responsible bidder.

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 Nema Construction for the FY 2023 Street Light Maintenance Project, in an amount not to exceed $424,465, which includes a 15% contingency for unforeseen circumstances. A record signature copy of said agreement and any amendments to be on file in the Office of the City Clerk.

Legend

- Street Light Pole Replacement Location

PART - E

N

SOLANO
THE ALAMEDA
MARIN
SPRUCE
ROSE
GILMAN
4TH
UNIVERSITY
SAN PABLO
SACRAMENTO
MARTIN LUTHER KING J
SHATTUCK
BANCROFT
DWIGHT
TELEGRAPH
COLLEGE
CLAREMONT
ASHBY
ADELINE
ALCATRAZ

0 0.25 0.5 1 Miles

Finance Department
General Services Division

City of Berkeley
Abstract of Bid Worksheet

Bid Date: 9/19/2024
Spec. # 24-11668-C

FOR: FY 2023 Street Light Maintenance Project

			required w/ bid							
	Bidders	**Bid**	Bid Bond	Addendum (1)	Experience - Fin Qual	Taxpayer ID	Opp. State	Nuclear Free	EBO	Sanctuary City
1	Nema Construction	$369,100.00	X	X	X	X	X	X	X	X
2	St Francis Electric, LLC	$531,670.00	X	X	X	X	X	X	X	X
3	Tennyson Electric	$669,600.00	X	X	X	X	X	X	X	X
4	DC Electric Group	$385,210.00	X	X	X	X	X	X	X	X
5	Bear Electrical Sollutions	$400,900.00	X	X	X	X	X	X	X	X
6	Bay Area Light	$577,200.00	X	X	X	X	X	X	X	X
7	Error in Tabulation of St Francis Electric,LLC	$556,670.00								
8										
9										
10										

Bid Recorder: Clay Stilwell _____ Date

Bid Opener: RSoorma _____ Date

Project Manager: Juan Jaramillo Srinivas Muktevi _____ Date

Bid Results-24-11668-C Abstract Revised

Final Audit Report 2024-09-27

Created:	2024-09-27
By:	Roopreet Soorma (RSoorma@berkeleyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWIA9DXvwxFykZZr3L7BZeG2lu4sOfUMz

"Bid Results-24-11668-C Abstract Revised" History

Document created by Roopreet Soorma (RSoorma@berkeleyca.gov)
2024-09-27 - 0:54:48 AM GMT

Document emailed to Clay Stilwell (CStilwell@berkeleyca.gov) for signature
2024-09-27 - 0:54:54 AM GMT

Document emailed to Roopreet Soorma (RSoorma@berkeleyca.gov) for signature
2024-09-27 - 0:54:54 AM GMT

Email viewed by Roopreet Soorma (RSoorma@berkeleyca.gov)
2024-09-27 - 4:44:40 PM GMT

Document e-signed by Roopreet Soorma (RSoorma@berkeleyca.gov)
Signature Date: 2024-09-27 - 4:44:49 PM GMT - Time Source: server

Email viewed by Clay Stilwell (CStilwell@berkeleyca.gov)
2024-09-27 - 10:50:15 PM GMT

Document e-signed by Clay Stilwell (CStilwell@berkeleyca.gov)
Signature Date: 2024-09-27 - 10:50:26 PM GMT - Time Source: server

Agreement completed.
2024-09-27 - 10:50:26 PM GMT

15

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Department of Public Works

Subject: Contract: Sposeto Engineering, Inc. for Southwest Berkeley Bikeway and Bus Stop Improvements Project

RECOMMENDATION

Adopt a Resolution, as a condition of receiving grant funding from the State of California Affordable Housing and Sustainable Communities (AHSC) program:

1. Approving plans and specifications for the Southwest Berkeley Bikeway and Bus Stop Improvements Project ("Project"), Specification Nos. 24-11640-C & 24-11666-C;
2. Accepting the bid of Sposeto Engineering, Inc., the lowest responsive and responsible bidder; and
3. Authorizing the City Manager to execute a contract with Sposeto Engineering, Inc., and any amendments, extensions, and/or change orders until completion of the Project in accordance with the approved plans and specifications, in an amount not to exceed $2,390,000, which includes a 10 percent contingency for unforeseen circumstances.

SUMMARY

In 2019, the City partnered with Satellite Affordable Housing Associates (SAHA), the developer of the Grinnell Apartments (formerly known as Blake Apartments) affordable housing residences at 2527 San Pablo Avenue, to design and construct pedestrian, bicycle, and bus transit transportation improvements as a condition of receiving grant funding from the State of California Affordable Housing and Sustainable Communities (AHSC) program for both SAHA's and the City's work.

In early 2020, the City and SAHA entered into an agreement, which defined the City's work that was formalized as the following two projects:

- Parker Street to Addison Street Bikeway
- University West Bus Stop Improvements

This agreement allows the City to obtain grant funds for its work via a reimbursement process, as grant funds from the AHSC program must be passed directly to the housing

developer (SAHA) and would then reach the City via the agreement between the City and SAHA. SAHA's grant from the AHSC program is $11.7 million and the City's grant is $1.422 million, of which $1.069 million is budgeted for construction of the Parker Street to Addison Street Bikeway and University West Bus Stop Improvements projects. The City's work and receipt of final grant reimbursement monies must be complete by June 30, 2026, or the City will be liable for the grant costs and risk loss of grant funding for SAHA's and the City's work.

The Parker Street to Addison Street Bikeway fills a key gap in the existing Citywide bicycle network by connecting San Pablo Park to Strawberry Creek Park and the adjacent West Street Pathway and begins a new bikeway along Parker Street toward the existing Ninth Street Bicycle Boulevard, as per the Berkeley Bicycle Plan.

The University West Bus Stop Improvements makes improvements at the University Avenue/Bonar Street and University Avenue/Acton Street intersections to create safer pedestrian crossings as per the Berkeley Pedestrian Plan and to improve bus stop amenities and service reliability as per the City General Plan.

City Staff engaged engineering and design consultant teams to assist in several key tasks: developing design concepts, conducting public outreach, reviewing and evaluating public feedback, and finalizing the design with plans and specifications. Additionally, the teams evaluated the proposed transportation improvements to assist staff in determining the appropriate California Environmental Quality Act (CEQA) compliance pathway.

The City's design team expended considerable effort in (a) preparing various initial and revised design concepts and (b) advertising and conducting three public engagement meetings to explain the concepts and receive public input to balance such input and the project goals in a synthesized and comprehensive design.

The Parker Street to Addison Street Bikeway and University West Bus Stop Improvements projects were merged into a single construction bid package, titled Southwest Berkeley Bikeway and Bus Stop Improvements Project (Project), so that City staff could more easily administer and oversee the construction contract and to streamline the grant reimbursement process.

The Project construction was bid via an open competitive bid process. Bids were opened on October 22, 2024, and Sposeto Engineering, Inc. was found to be the lowest bidder, with a bid of $2,165,360.80, which is within the Project budget.

To keep the Project on schedule, the City should enter into a construction contract and begin construction in early 2025.

FISCAL IMPACTS OF RECOMMENDATION

The construction budget for the Southwest Berkeley Bikeway and Bus Stops Improvement Project is $2,947,823, including contingency. The construction contract for this Project consists of two individual projects that are funded in part by a California Affordable Housing and Sustainable Communities ("AHSC") infrastructure pass-through grant via Satellite Affordable Housing Associates' ("SAHA") Grinnell Apartments, located at 2527 San Pablo Avenue. Funds are available in the FY 2025 budget in the funding sources indicated below.

Project	AHSC Capital Grant-State (Fund 306)	Alameda County Measure BB Local Streets & Roads (Fund 134)	Alameda County Measure BB Bicycle and Pedestrian (Fund 135)	State Transportation Tax (Fund 127)
Parker Street to Addison Street Bikeway, Specification No. 24-11640-C	$880,814	$269,786	--	--
University West Bus Stop Improvements, Specification No. 24-11666-C	$188,651	$497,072	$161,500	$950,000
Total funding for Project construction: **$2,947,823**	**$1,069,465**	**$766,858**	**$161,500**	**$950,000**

Low Bid by Sposeto Engineering, Inc.	$2,165,360.80
10% Contingency	$224,639.20
Total Not-To-Exceed Construction Cost	$2,390,000.00

CURRENT SITUATION AND ITS EFFECTS

On October 22, 2024, four bids were opened for the Project, with bids ranging from $2,165,360.80 to $2,576,678.00. The determination of the lowest responsive and responsible bidder was based on the total bid price, as described in the bid documents. The lowest bidder is Sposeto Engineering, Inc., with a bid of $2,165,360.80. Staff have identified funding to cover the total bid price of the low bidder, plus a 10 percent contingency, as indicated above. Staff have verified that Sposeto Engineering, Inc. is the lowest responsive and responsible bidder.

The Living Wage Ordinance does not apply to this Project as Department of Public Works construction contracts are, pursuant to City policy, subject to State prevailing wage laws. Sposeto Engineering, Inc. has submitted a Certification of Compliance with the Equal Benefits Ordinance. The Community Workforce Agreement applies to this

project because the estimated construction cost exceeds $500,000. As a result, the successful bidder and all subcontractors will be required to sign an agreement to be bound by the terms of the Community Work Force Agreement.

The Southwest Berkeley Bikeway and Bus Stop Improvements Project is a Strategic Plan Priority Project, advancing our goals to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities via construction of the Parker Street to Addison Street Bikeway and the University West Bus Stop Improvements, and creating affordable housing and housing support service for our most vulnerable community members via SAHA's Grinnell Apartments affordable housing development.

BACKGROUND

Project Origins and Scope & Grant Funding

On December 10, 2019, via Resolution No. 69,231-N.S., *Approval of the 2019 Housing Trust Fund Request for Proposals Reservations,* Council reserved City funds to support four affordable housing developments, including SAHA's Grinnell Apartments, located at 2527 San Pablo Avenue. The Grinnell Apartments is funded in part by the State of California's AHSC program, which has a goal of reducing greenhouse gas emissions and requires associated transportation improvements as a condition of funding. The transportation improvements would focus on sustainable forms of transportation, such as biking, walking, and mass transit. SAHA requested that the City partner with them, as the City has a history of successfully delivering such projects. The following two transportation improvement projects are now ready for approval:

- **Parker Street to Addison Street Bikeway**. This project originated in the 2017 Berkeley Bicycle Plan (Bicycle Plan), which envisions a Citywide network of low-stress bikeways along particular streets which were specifically chosen in large part to connect major destinations. A primary goal in designing low stress bikeways is for all portions, including intersections, to have consistently low levels of traffic stress as perceived by bicyclists in order to improve safety and encourage more people to bike.

  The Parker Street to Addison Street Bikeway will construct a new north-south Bicycle Boulevard connecting San Pablo Park to Strawberry Creek Park and the adjacent West Street Pathway via Mabel Street (between Ward Street and Dwight Way), Dwight Way (between Mabel Street and Bonar Street), and Bonar Street (between Dwight Way and Addison Street), in addition to beginning a new east-west Bicycle Boulevard on Parker Street (between Mabel Street and San Pablo Avenue), which would eventually be extended westward as part of a separate, yet-to-be funded future Bicycle Plan project to connect into the existing Ninth Street Bicycle Boulevard. Bicycle Boulevards would include standard bicycle boulevard signage and pavement markings and wayfinding signage. New bicycle access improvements at Strawberry Creek Park would also be constructed, including improved curb ramps and a new bicycle ramp onto West

Street. This project would fill an important gap in the existing Citywide bicycle network.

In addition, this project will also construct new sidewalks where none currently exist on the east side of Acton Street, between Parker Street and Carleton Street, as supported by the Berkeley Pedestrian Plan, which aims to maintain an accessible path of travel for all pedestrians at all times.

The work of the Parker Street to Addison Street Bikeway is within the public right of way.

- **University West Bus Stop Improvements**, aim to improve pedestrian crossings and bus stops at the University Avenue/Bonar Street and University Avenue/Acton Street intersections. These two intersections were identified in the 2021 Berkeley Pedestrian Plan as needing pedestrian crossing safety improvements. Improving the pedestrian crossings also provides opportunities to improve the four bus stops along University Avenue at these two intersections, as efficiencies in sidewalk widening also provide space for new bus shelters and associated amenities.

  Specifically, pedestrian improvements at the two intersections will consist of:

  a. sidewalk bulbouts, which would shorten crossing distances across University Avenue, Bonar Street, and Acton Street,
  b. new accessible directional curb ramps with adjacent pedestrian push buttons and improved traffic signal infrastructure, and
  c. repaved intersections with new crosswalk markings.

  Bus stop improvements at the two intersections will include constructing:

  a. new bus bulbs which would allow buses to stop in the vehicle lane rather than pulling out of the lane, thereby increasing efficiency and reliability of bus service,
  b. concrete bus pads, and
  c. bus shelters and associated benches and trash receptacles.

  Bus shelters will be solar-powered where feasible, depending on the amount of sunlight that can reach the bus shelter beneath tree canopies.

  The bus stop improvements follow City General Plan Policy T-2 which calls on the City to “implement improvements to make transit more convenient, dependable, and attractive”, and General Plan Policy T-4 which establishes the City’s Transit-First Policy concerning identified Primary and Secondary Transit Routes.

The work of the University West Bus Stop Improvements project is within the public right of way.

These two projects were submitted to the State's AHSC program as part of SAHA's grant funding application for the Grinnell Apartments affordable housing development in 2019. SAHA's application was successful, and the Grinnell Apartments project received housing funds for approximately $11.7 million. As part of the AHSC's funding, the City will receive $1.422 million for the Parker Street to Addison Street Bikeway and University West Bus Stop Improvements projects via a side agreement with SAHA in order to receive AHSC funding that would be passed through the Grinnell Apartments project to these City projects.

The side agreement compels the City to complete the Parker Street to Addison Street Bikeway and University West Bus Stop Improvements projects by the end of January 2026. Completion of the transportation projects in a timely way will be necessary for the Grinnell Apartments developments to receive AHSC housing funds; the City's default would mean the loss of AHSC funds for the Grinnell Apartments. For that reason, the City will need to prioritize completion of those projects or it will expose the City to liability for those losses.

On January 21, 2020, via Resolution No. 69,252-N.S., *California Affordable Housing and sustainable Communities Infrastructure Grant Applications and Agreements with Proposed Blake Apartments and Maudelle Miller Shirek Community Projects,* Council authorized the City Manager to negotiate, enter into, and cause the City to perform its obligations under an agreement with SAHA relating to its grant agreement with the AHSC program for the Grinnell Apartments (formerly known as Blake Apartments) project-related transportation and infrastructure improvements, and to accept and perform grants if awarded.

On January 29, 2020, the City executed a contract with SAHA not to exceed $1.422 million for transportation infrastructure improvements related to the Grinnell Apartments development.

Public Outreach

City staff conducted three public outreach meetings for the Southwest Berkeley Bikeway and Bus Stop Improvements Project, which were intended to provide information to and solicit input from the public. The meetings were advertised and conducted as per the Department of Public Works' Public Participation Policy.

- December 1, 2022 – First meeting for **Parker Street to Addison Street Bikeway.** Initial design concepts were presented. Public input was received during and after this meeting, which necessitated refined/revised concepts for the proposed bikeway on Dwight Way, leading to a second meeting.

- April 13, 2023 - **University West Bus Stop Improvements.** Initial design concepts were presented, and no significant public input was received during or after this meeting. The design was subsequently refined and finalized after this meeting.

- November 9, 2023 – Second meeting for **Parker Street to Addison Street Bikeway.** A refined concept and a new concept were presented for the proposed bikeway on Dwight Way, which considered public comments from the first meeting. Additional comments were received during and after this meeting, which guided the City staff's decision to proceed with finalizing the design of a two-way cycletrack along the north side of Dwight Way.

At the conclusion of the public outreach process, the design team reviewed comments from the public including residents and businesses, Staff reviewers, and external stakeholders including AC Transit and utility companies, and evaluated these comments in the context of project goals, grant funding obligations, Citywide goals and policies, engineering design practice, management of the public right of way, safety, and cost. Detailed design documents were prepared by the design team in accordance with these factors. City staff believes the Project design documents consisting of engineering plans and specifications best achieves these objectives.

Design Options and Considerations
Following staff turnover and staffing shortages in the Public Works Department, in late 2021, the City solicited proposals from design consultants under its on-call engineering services contracts. Separate consultant teams were procured for the Parker Street to Addison Street Bikeway and University West Bus Stop Improvements work to obtain needed expertise and distribute work to different on-call consultants. Selected consultants were issued work authorizations and began preparing conceptual design options in spring 2022. During the course of preparing and evaluating different conceptual design options, a few scope items were addressed in detail:

1. **Traffic calming on Bonar Street, between Allston Way and Addison Street.** In response to a neighborhood petition requesting traffic calming measures on this block, the City gathered and evaluated traffic data and will include two speed tables as part of the Parker Street to Addison Street Bikeway project. The speed tables contribute to the overall efficacy of a new Bike Boulevard by slowing vehicles on a route where bicycles would share the roadway with vehicles.

2. **Traffic circles at the Parker Street/Ninth Street and Bonar Street/Channing Way intersections.** These locations are at the intersections of future and existing Bicycle Boulevards and, in keeping with City design practice for such intersections, traffic circles will be installed as part of the Parker Street to Addison Street Bikeway project. Traffic circles are a secondary measure at these intersections, which will remain all-way stop controlled, to keep vehicle

speeds low, and also reduce the number of potential conflict points between vehicles and bicycles thereby improving the overall safety.

3. **New sidewalk along east side of Acton Street, between Parker Street and Carleton Street.** The Parker Street to Addison Street Bikeway project includes installation of approximately 200 feet of new sidewalk along the east side of Acton Street, immediately south of Parker Street, where no sidewalk currently exists. This work includes the necessary removal of a Monterey Pine tree that has been evaluated by the City's Urban Forestry Division of the Parks, Recreation, and Waterfront Department and found to be in poor condition, with fungus and beetle infestations. The new sidewalk will include tree wells for planting six new trees.

4. **Offset Intersection at Dwight Way, between Mabel Street and Bonar Street.** The scope of work for the Parker Street to Addison Street Bikeway project, as described in the agreement between the City and SAHA, includes pedestrian and bicycle crossing improvements at the Dwight Way/Mabel Street intersection consisting of a roadway median and an associated rectangular rapid flashing beacon (RRFB). However, based on a detailed survey and review of existing site conditions, a roadway median on Dwight Way was deemed infeasible due to insufficient roadway width and a desire to maintain vehicle circulation patterns and on-street parking. An RRFB was considered at this intersection, but based on engineering judgment, staff believes all-way stop controls at this intersection would result in a safer crossing for pedestrians and bicycles.

   The Parker-Addison Bikeway project would connect San Pablo Park to Strawberry Creek Park and the West Street Pathway via a new north-south bicycle boulevard on Mabel Street and Bonar Street, which have relatively low vehicle volumes. Because these streets are discontinuous at Dwight Way, offset by about 100 feet, they would be joined by constructing a low-stress bikeway on a street with high vehicle volumes (Dwight Way) with associated traffic controls, including an all-way stop at the Dwight Way/Mabel Street intersection.

   In order to provide maximum roadway space for potential options, City staff coordinated with AC Transit, which runs regular bus service on Dwight Way, to remove the existing eastbound bus stop at the Dwight Way/Mabel Street intersection, resulting in bus stop spacing that would be closer to (but less than) the ideal spacing of 1,000 feet outside of downtown areas, as per AC Transit's Multimodal Corridor Guidelines.

   City staff considered several options for the bikeway connector on Dwight Way, which included different kinds/sizes of bikeways on the north, south, or both sides of the roadway and varying traffic controls at the Dwight Way/Mabel Street and/or Dwight Way/Bonar Street intersections, in an effort to reduce the potential

loss of on-street parking and changes to curbside planter areas (which were expressed concerns from the public during the public outreach process, described below), as well as improving safety for bicyclists, pedestrians, and vehicles. Based on detailed analyses, which included consideration of public comments, City staff recommends the bikeway option with a two-way cycletrack along the north side of Dwight Way.

This recommendation includes the following:

1. **Two-way cycletrack.** In accordance with the Berkeley Bicycle Plan, "A cycletrack connector is proposed for offset major intersection crossings along the Bicycle Boulevard network. This treatment provides a protected, low-stress crossing on the bikeway approach, and a low stress two-way facility on the cross-street parallel to the bikeway approach." As a result of the Bicycle Plan's focus on two-way cycletracks at offset intersection crossings, City staff carefully studied the two options as described below. Both options would provide protection for bicyclists via a concrete buffer between the cycletrack and the adjacent vehicle lane. On-street parking would need to be removed to provide space for a cycletrack.

    - **Along north side of Dwight Way.** An approximately 55-foot long, 8.5-foot wide two-way cycletrack, with a one-foot wide concrete buffer, would be installed along the north side of Dwight Way. All way stop controls would be implemented at the Dwight Way/Mabel Street intersection to provide a safer crossing for pedestrians at the existing crosswalk across Dwight Way and for bicycles traversing to/from the cycletrack and Mabel Street. Hardened centerlines consisting of low-profile mountable rubber, would be installed on Dwight Way at the uncontrolled intersection (Bonar Street) to reduce vehicle turning speeds to/from Bonar Street.

      This option utilizes the existing sidewalk bulbout, on the north side of Dwight Way at Mabel Street, to protect the cycletrack from approaching westbound vehicles; this configuration also reduces shifting of lanes on Dwight Way. It preserves the curbside planter area alongside the north side of Dwight Way, which the adjacent homeowner expressed interest in maintaining, and retains on-street parking to the extent feasible along the south side of Dwight Way by paving over its curbside planter area and installing a rolled curb and adding an additional on-street parking space via the removal of the AC Transit bus stop. Net on-street parking change: -1 (-2 along north side, +1 along south side).

The path of travel for northbound bicycles would be approximately colinear with the driveway for a residence along the north side of Dwight Way at the intersection of Mabel Street. This path of travel would need to be kept clear, meaning the residents would be able to use their driveway but would not be able to park a passenger vehicle on the roadway. City staff explored various alternatives to enable a passenger vehicle to park at this location, including one-way bicycle lanes and a shared roadway (described below), as well as shortening the proposed cycletrack. The latter alternative is problematic from a safety standpoint, as eastbound bicycle riders in a shortened cycletrack would enter the Dwight Way/Mabel Street intersection outside of the eastbound drivers' direct line of sight, thereby increasing the risk of a collision between vehicles and bicycles. Also, northbound bicycle riders on Mabel Street would enter the shortened cycletrack at a skewed angle, which would introduce a risk of collision with a parked vehicle and a difficult entry into the cycletrack; this would also make the cycletrack vulnerable to closure if a larger or improperly parked vehicle is too close to the eastern end of the cycletrack.

A roadway diverter could be analyzed at a later date after traffic patterns have been established, which would prohibit vehicles from entering Bonar Street from Dwight Way and would enhance bicyclist safety when entering and existing the two-way cycletrack at Bonar Street.

City staff recognize that this is the best bikeway option for improving safety, providing a key link in the Citywide bicycle network that is in accordance with the intent of the Bicycle Plan, and balancing the roadway needs and desires of residents, vehicular travelers, pedestrians, and bicycles.

- **Along south side of Dwight Way.** In contrast, cycletrack on the south side of Dwight Way would necessitate all-way stop controls at the Dwight Way/Bonar Street intersection, instead of the Dwight Way/Mabel Street intersection, to allow bikes to cross Dwight Way more safely to/from the cycletrack. This would involve construction of new curb ramps, a crosswalk, and a bicycle crossing at this intersection. However, potential crosswalk locations appear to conflict with or would be too close in proximity to existing driveways, which would likely result in detailed and costly crosswalk design and construction.

  A cycletrack on the south side of Dwight Way would also shift lanes on Dwight Way toward the north, likely requiring removal of the existing

sidewalk bulbout on the north side of Dwight, and remove and pave over the curbside planter area along the north side of Dwight Way in order to maintain on-street parking along this side of the roadway. Net on-street parking change: -1 (0 along north side, -1 along south side).

2. **One-way bicycle lanes.** This concept would install five-feet wide, one-way bicycle lanes along the north and south sides of Dwight Way. For equitable distribution of traffic controls, westbound traffic on Dwight Way would stop at Mabel Street, whereas eastbound traffic on Dwight Way would stop at Bonar Street. This would leave one uncontrolled direction of traffic on Dwight Way at each of the intersections' bikeway crossings and at the existing crosswalk, which would remain, which could result in collisions between vehicles and pedestrians/bicycles, as the latter may not realize that both directions of traffic along Dwight Way would not be stop controlled. This option would also eliminate almost all of the on-street parking along both the north and south sides of Dwight Way, which is prohibitive to the residents' parking needs.

   City staff attempted to develop this option to allow on-street parking at (a) the eastern end of the westbound bicycle lane, in front of the driveway for the residence along the north side of Dwight Way) and (b) the western end of the eastbound bicycle lane along the south side of Dwight Way. Analysis indicates that preserving these on-street areas is possible, but would result in a skewed approach angle for bicycles into the cycletrack, which would lead bicycles to make a longer angled crossing across Dwight Way and expose bicyclists to increased risk of collision with a moving vehicle, as well as a risk of collision with a parked vehicle, especially if the vehicle is parked too close to the bike lane.

   Two variations of this option were considered:

   - **Protected via a concrete buffer.** The bicycle lanes would be separated from the vehicle lanes via approximately 1.5-foot wide concrete buffers. This would provide protection for bicycles in the lanes but would leave insufficient width to allow the City's mechanical street sweepers from cleaning the gutters, thereby increasing the risk of clogged storm drains and associated maintenance issues. Net on-street parking change: -1 to -2, depending on length of bike lanes and turn movements of bicycles (-2 along north side, 0 to -1 along south side).

   - **Unprotected via pavement markings.** To allow street sweepers to clean the gutters, the bicycle lanes could be constructed without concrete buffers and instead implement pavement markings as visual buffers. This would introduce real and perceived safety issues to

bicyclists, as vehicle speeds on Dwight Way are significantly higher than bicycle speeds, and an unprotected bikeway runs counter to the Bicycle Plan's goal to provide low-stress bikeway crossings. Net on-street parking change: -1 to -2, depending on length of bike lanes and turn movements of bicycles (-2 along north side, 0 to -1 along south side).

3. **Shared roadway.** This option would require bicycle and vehicles to share the existing lanes on Dwight Way, and the roadway would be signed and marked with arrows to emphasize the shared use. The same distribution of traffic controls as the previous option for one-way bicycle lanes would apply: westbound traffic on Dwight Way would stop at Mabel Street, whereas eastbound traffic on Dwight Way would stop at Bonar Street. It follows that bicycles and pedestrians crossing Dwight Way would encounter similar challenges as described above (namely, real and perceived safety issues to bicyclists), although these challenges may be greater because bicycles would not have a dedicated lane on Dwight Way to separate them from faster-moving vehicles. On-street parking would increase under this option, as the existing parking would remain and the existing eastbound bus stop would be removed. Net on-street parking change: +1 (0 along north side, +1 along south side).

All of the studied options were found to be in compliance with the operational requirements for the Berkeley Fire Department.

Construction Documents
City staff combined the separate design packages for the Parker Street to Addison Street Bikeway and University West Bus Stop Improvements work into a single construction bid package, titled **Southwest Berkeley Bikeway and Bus Stop Improvements Project,** to more easily administer and oversee the construction contract and to streamline the grant reimbursement process, especially since the work of both packages is funded by one AHSC grant under a single set of schedule deadlines.

Environmental Documentation
City staff have determined that the Project is statutorily exempt from the California Environmental Quality Act (CEQA), as per the State of California Public Resources Code, Division 13 *Environmental Quality*, Chapter 2.6 *General*, §21080.25, under the following exemptions:

- (b)(1) Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way,
- (b)(2) Projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians within the public right-of-way, and

- (b)(3) Transit prioritization projects.

"Transit prioritization projects" include signal and sign changes and transit stop access and safety improvements including the installation of transit bulbs. Public Resources Code §21080.25(a)(11)(A & E).

Upon Council's adoption of a resolution approving this Project, City staff will file a Notice of Exemption with the Office of Planning and Research and the Alameda County Clerk as per California Public Resources Code §21080.25(h).

Project Schedule
The City's agreement with SAHA stipulates that the City must be reimbursed for all grant-funded expenditures by June 30, 2026. Because the Project closeout and grant reimbursement process typically takes several months, the City estimates that construction activities should be complete by the end of January 2026 to meet the deadline. The Project construction includes the purchase of items that typically have relatively long manufacturing times, including traffic signal poles and equipment and bus shelters, which can take approximately ½ year to procure.

Project construction is estimated to have an 8-month duration, which is scheduled to begin in spring 2025 after a construction contract is executed and conclude in late 2025/early 2026.

For this reason, it is imperative that Council issue a resolution covering the items in this report during the November 19, 2024 Council meeting.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The purpose of the AHSC program is to reduce greenhouse gas emissions in California, and all of the projects identified for the funding will help accomplish that goal. Increasing cycling and walking in the City would help the City achieve the Berkeley Climate Action Plan greenhouse gas emission reduction targets of 80% below year 2000 levels by 2050.

The Climate Action Plan states that, in order to meet these targets, "Transportation modes such as public transit, walking and bicycling must become the primary means of fulfilling our mobility needs."

RATIONALE FOR RECOMMENDATION

Approving the plans and specifications, accepting the bid of Sposeto Engineering, Inc. as the lowest responsive and responsible bidder, and authorizing the City Manager to execute a contract with Sposeto Engineering, Inc., all for the Southwest Berkeley Bikeway and Bus Stop Improvements Project, will keep the Project on schedule in accordance with the grant funding agreement.

ALTERNATIVE ACTIONS CONSIDERED

If City Council chose not to take the proposed actions at this time and instead defer the item to a future Council agenda, such an action could increase the risk of the City defaulting on its obligations to deliver this Project and liability for a potential loss of grant funding for SAHA's Grinnell Apartments affordable housing development if the Project is not completed on time.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works, 510-981-6396
Hamid Mostowfi, Transportation Manager, 510-981-6403
Kenneth Jung, Supervising Civil Engineer, Public Works, 510-981-7028

Attachments:
1: Resolution
2: Site Map
3: Abstract of Bids
4: Project Plans: Parker Street to Addison Street Bikeway (Specification No. 24-11640-C) & University West Bus Stop Improvements (Specification No. 24-11666-C)

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

CONTRACT: SPOSETO ENGINEERING, INC., FOR SOUTHWEST BERKELEY BIKEWAY AND BUS STOP IMPROVEMENTS PROJECT

WHEREAS, the Southwest Berkeley Bikeway and Bus Stop Improvements Project consists of two subprojects:

- Parker Street to Addison Street Bikeway (Specification No. 24-11640-C) and
- University West Bus Stop Improvements (Specification No. 24-11666-C); and

WHEREAS, the work of the Parker Street to Addison Street Bikeway fills a key gap in the existing Citywide bicycle network by connecting San Pablo Park to Strawberry Creek Park and the adjacent West Street Pathway and begins a new bikeway along Parker Street toward the existing Ninth Street Bicycle Boulevard, as per the Berkeley Bicycle Plan; and

WHEREAS, the work of the University West Bus Stop Improvements makes improvements at the University Avenue/Bonar Street and University Avenue/Acton Street intersections to create safer pedestrian crossings as per the Berkeley Pedestrian Plan and to improve bus stop amenities and service reliability as per the City General Plan; and

WHEREAS, the City has received $1.422 million in grant funding for these transportation improvements from the State of California Affordable Housing and Sustainability Communities program through a side agreement with Satellite Affordable Housing Associates, the developer of the Grinnell Apartments affordable housing development at 2527 San Pablo Avenue, which stipulates that the City must complete these transportation improvements and receive final grant reimbursement by June 30, 2026 or be liable for the loss of funding for the City's work and the $11.7 million grant funding for the Grinnell Apartments; and

WHEREAS, with the support of an engineering and design consultant team, City staff identified conceptual design options, obtained public input on, and analyzed the conceptual design options; selected recommended conceptual designs that balanced comments and concerns from the public with project goals; completed the final design documents in the form of plans and specifications for the Project which were prepared in substantial conformance with the selected conceptual designs; and

WHEREAS, with the support of an environmental consultant, City staff have determined that the Project is statutorily exempt from the California Environmental Quality Act (CEQA), pursuant to the State of California Public Resources Code, Division 13 *Environmental Quality*, Chapter 2.6 *General*, §21080.25(b)(1), (b)(2), and (b)(3); and

WHEREAS, the City has neither the staff nor the equipment needed to undertake the construction of this Project; and

WHEREAS, on September 12, 2024, the City released an Invitation for Bids (Specification Nos. 24-11640-C & 24-11666-C) for the work of this Project; and

WHEREAS, Sposeto Engineering, Inc., was found to be the lowest responsive and responsible bidder; and

WHEREAS, funds are available in the FY 2025 and planned FY 2026 budgets in the State Capital Grants (Fund 306), Alameda County Measure BB Local Streets & Roads (Fund 134), Alameda County Measure BB Bicycle and Pedestrian (Fund 135), and State Transportation Tax (Fund 127); and

WHEREAS, no other funding is required, and no other project from the Public Works Department will be delayed due to this expenditure.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that Plans and Specifications for the Southwest Berkeley Bikeway and Bus Stop Improvements Project (Specification Nos. 24-11640-C & 24-11666-C) are approved.
BE IT FURTHER RESOLVED that the Council of the City of Berkeley accepts the bid of Contractor as the lowest responsive and responsible bidder.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, and/or change orders until completion of the Project in accordance with the approved Plans and Specifications with Sposeto Engineering, Inc., in an amount not to exceed $2,390,000, which includes a 10 percent contingency for unforeseen circumstances. A record signature copy of said agreement and any amendments will be on file in the Office of the City Clerk.

ATTACHMENT 2
SITE MAP
SOUTHWEST BERKELEY BIKEWAY AND BUS STOP IMPROVEMENTS



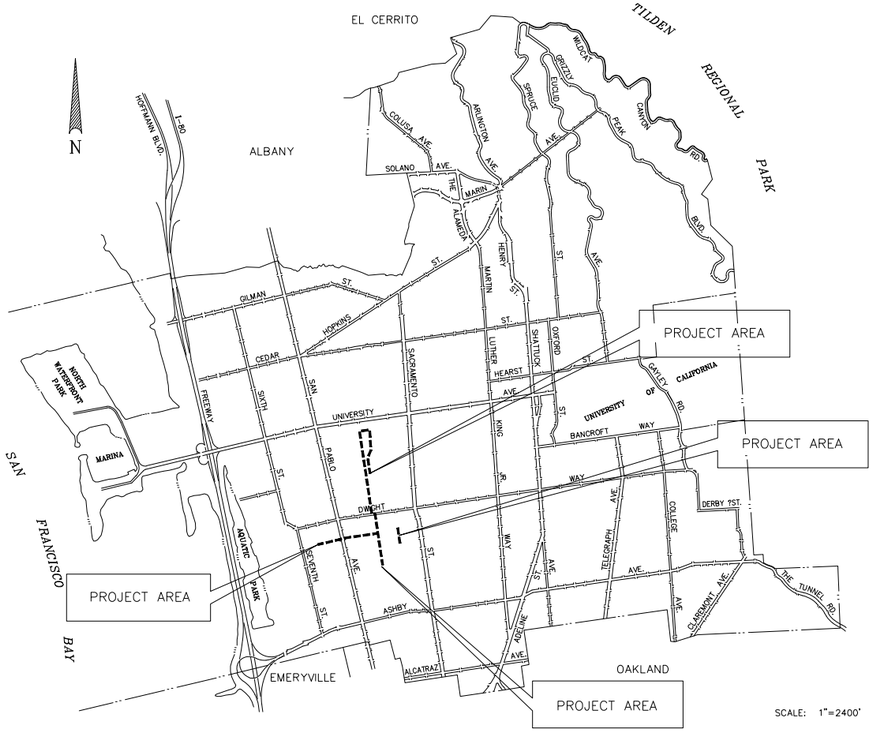
CITY OF BERKELEY

ALAMEDA COUNTY, CALIFORNIA

PARKER STREET TO ADDISON STREET BIKEWAY

SPECIFICATION NO. 24-11640-C

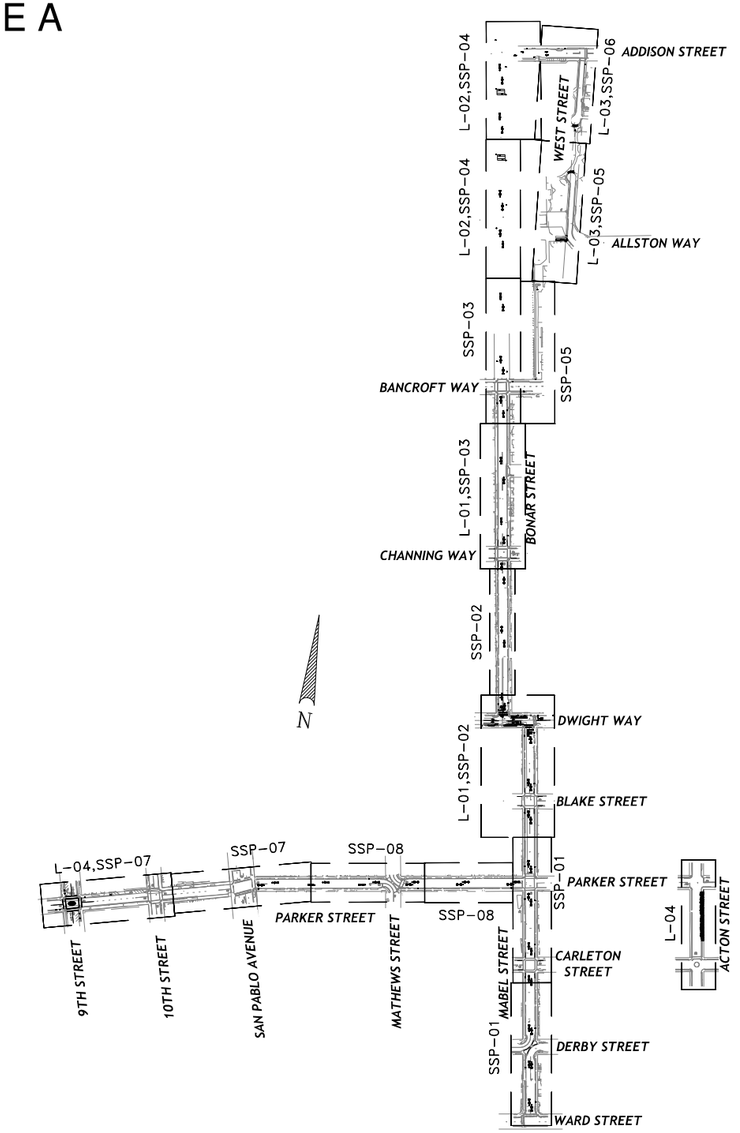
PACKAGE A



LOCATION MAP

SHEET INDEX

SHEET NO.	SHEET TITLES	SHEET TITLE
01	T-01	TITLE SHEET
02	GN-01	GENERAL NOTES AND LEGEND
03	XS-01	TYPICAL CROSS SECTION
04	SC-01	SURVEY CONTROL
05 - 08	L-01 TO L-04	LAYOUT PLAN
09 - 15	CD-01 TO CD-07	CIVIL DETAILS
16 - 23	SSP-01 TO SSP-08	SIGNING AND STRIPING PLANS
24 - 27	D-01 TO D-04	STRIPING DETAILS



KEY MAP

300 0 150 300 600

SCALE 1" = 300' FEET

DIG ALERT

DIAL TOLL FREE

811

AT LEAST 2 DAYS BEFORE YOU DIG

alta

304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. HAYNE
No. 81212
CIVIL
STATE OF CALIFORNIA

PROJECT MANAGER	DATE 9/10/24	DEPICTION OF MONUMENTS:	DATE 09/12/24	SUBMITTED:	DATE 9/10/24	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
		SURVEY PARTY CHIEF David Baston		SUPERVISING ENGINEER	REGISTR. 60704 EXP. 12/31/24	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	TITLE SHEET	FILE 503-639
0 1 2 3		WATERSHED REVIEW:	DATE 9/12/24	APPROVED:	DATE 9/12/24	CHECK AH	BOOK		Page 452 01	SHEET 01 OF 27
FOR REDUCED PLANS - ORIGINAL SCALE IS IN INCHES				MANAGER OF ENGINEERING	R.C.E 62524 EXP. 9/30/25	AS BUILT	DATE 9/5/2024			

APPROVAL | DATE | MARK | REVISION | DESCRIPTION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_G-COV.dwg [T-01] 9-05-24 12:45:24 PM emmokatz

GENERAL NOTES:

1. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICES ALERT (USA) AT 811 AT LEAST 2 WORKING DAYS BEFORE EXCAVATING. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES IN ACCORDANCE WITH THE GENERAL SPECIFICATIONS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY, AND CITY LAWS AND ORDINANCES, REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, STATE CONSTRUCTION SAFETY ORDERS, AND CAL/OSHA. THIS REQUIREMENT SHALL BE MADE TO APPLY AT ALL TIMES.
3. THE CONTRACTOR SHALL RESTORE ALL DAMAGED, REMOVED, OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OR FEATURES OF WHATEVER NATURE, DUE TO CONTRACTOR'S WORK.
4. PEDESTRIAN, PUBLIC ACCESSES, AND WHEELCHAIR ACCESSES SHALL BE MAINTAINED DURING THE CONSTRUCTION AND CONFORM TO THE REQUIREMENTS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND THE SATISFACTION OF THE ENGINEER.
5. NO TRENCHES OR HOLES SHALL BE LEFT OPEN OVERNIGHT; USE STEEL PLATING OR HOT MIX ASPHALT AS REQUIRED TO PROTECT OPEN TRENCHES OVERNIGHT.
6. THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES AND SWEEP STREETS AS OFTEN AS NECESSARY DURING CONSTRUCTION AS REQUIRED BY THE CITY ENGINEER.
7. ALL REVISIONS TO THE DESIGN, SPECIFICATIONS, AND ESTIMATE MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND SIGNED BY CITY ENGINEER PRIOR TO THE INSTALLATION OF THE IMPROVEMENTS.
8. ALL CONSTRUCTION STAKING FOR CURB, GUTTER, SIDEWALK, SANITARY SEWERS, STORM DRAINS, WATER LINES, FIRE HYDRANTS, ELECTROLIERS, ETC. SHALL BE DONE BY A LICENSED LAND SURVEYOR.
9. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS AND EGRESS TO ALL PRIVATE PROPERTIES ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION UNLESS OTHERWISE SHOWN.
10. THE CONTRACTOR SHALL NOTIFY ALL TRANSIT AGENCIES, TRASH COLLECTION AGENCY, AND EMERGENCY SERVICES OF THE CONSTRUCTION SCHEDULE TO ALLOW COORDINATION. AC TRANSIT SHALL BE NOTIFIED AT LEAST 2 WEEKS PRIOR TO THE START OF WORK AT LOCATIONS THAT INCLUDE EXISTING OR PROPOSED BUS STOP LOCATIONS.
11. CONTRACTOR TO INSTALL A CONSTRUCTION INFORMATION SIGN PER THE PROJECT SPECIFICATIONS AT THE BEGINNING BLOCK AND THE END BLOCK OF THE SITE.
12. CONTRACTOR SHALL PREPARE AND SUBMIT CONSTRUCTION PHASING PLAN AND TRAFFIC CONTROL PLANS FOR EACH PHASE TO CITY FOR APPROVAL PER THE SPECIFICATIONS.
13. CONTRACTOR SHALL PREPARE AND SUBMIT A STORMWATER POLLUTANT PREVENTION PLAN (SWPPP) PER THE SPECIFICATIONS.
14. ALL CITY OF BERKELEY MONUMENTS LOCATED WITHIN THE PROJECT AREA MUST BE REFERENCED, PRIOR TO WORK COMMENCING, BY A LICENSED LAND SURVEYOR AS REQUIRED BY SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE AND PER THE CITY OF BERKELEY MONUMENT REFERENCE GUIDELINES. CORNER RECORDS OF THIS WORK MUST BE SUBMITTED FOR FILING TO BOTH THE COUNTY SURVEYOR OF ALAMEDA COUNTY, AND THE CITY OF BERKELEY, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, SURVEY SECTION.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF EXISTING SURVEY MONUMENTS, BENCHMARKS, REFERENCE POINTS AND STAKES. SHOULD ANY SURVEY MONUMENTS, BENCHMARKS, REFERENCE POINTS, OR STAKES BE DAMAGED OR DESTROYED DURING THE PERFORMANCE OF THIS WORK, THE CONTRACTOR SHALL REPLACE SAID ITEMS PER CITY STANDARDS IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND CONTACT A CITY OF BERKELEY, SURVEY SECTION, CHIEF OF PARTY FOR FINAL INSPECTION AND ACCEPTANCE OF THE WORK.
16. CONTRACTOR SHALL CONTACT CITY ARBORIST IN ADVANCE OF ANY DEMOLITION. CONTRACTOR SHALL ADHERE TO CITY SPECIFICATIONS AND RECOMMENDATIONS FOR TREE PRESERVATION.
17. TREE PROTECTION - PROVIDE FOR WRAPPING TREES, KEEPING EXPOSED ROOTS MOIST, AND USE OF AIR TOOLS FOR EXCAVATING. MEET WITH CITY ARBORIST BEFORE ANY WORK IS DONE.
18. UTILITIES AS SHOWN CONFORM TO AVAILABLE RECORD DATA. THE EXISTENCE, LOCATION AND CHARACTERISTICS OF UNDERGROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND DEPTHS BY POTHOLING OF ALL UTILITIES WITH APPROPRIATE AGENCIES, AND TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ANY CONFLICTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

SIGNING AND STRIPING GENERAL NOTES:

1. SIGNING AND STRIPING INSTALLATIONS SHALL CONFORM TO THE MOST RECENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE MOST RECENT STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS, AND ALL ADDENDUMS THERETO, AND THE CITY OF BERKELEY PUBLIC WORKS DEPARTMENT STANDARD DETAILS, CURRENT EDITION.
2. ALL STRIPING, MARKINGS, AND LEGENDS SHALL BE REFLECTORIZED THERMOPLASTIC UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL RAISED PAVEMENT MARKERS FOR ALL STRIPING. STRIPING, MARKINGS AND LEGENDS SHALL CONFORM TO THE LATEST CALTRANS STANDARD PLANS A20A THRU A20D AND A24A THRU A24E.
3. PRIOR TO FINAL ACCEPTANCE OF STREET IMPROVEMENTS, ALL PAVEMENT STRIPING AND STENCILING WITHIN THE PERIMETER OF THE CONSTRUCTION AREA SHALL BE RESTORED TO LIKE NEW CONDITION, IN A MANNER MEETING THE APPROVAL OF THE ENGINEER.
4. THE CONTRACTOR SHALL RE-STRIPE EXISTING STRIPING AND CURB MARKINGS OBLITERATED BY NEW CONSTRUCTION, WHETHER OR NOT SHOWN ON THE PLANS FOR REPLACEMENT, AT NO COST TO THE CITY.
5. AT LOCATIONS WHERE EXISTING PAINTED CURB IS TO BE RECONSTRUCTED, THE CONTRACTOR SHALL PAINT THE NEW CURB AS SHOWN ON THE PLANS WITHIN 10 WORKING DAYS OF CURB CONSTRUCTION OR AS DIRECTED BY ENGINEER. THE PAINT SHALL BE WATER-BASED WITH 2-YEAR GUARANTEE AGAINST COLOR FADING. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE CITY WRITTEN PROOF OF THE MANUFACTURER'S 2-YEAR GUARANTEE.
6. ALL NEW STRIPING SHALL BE "CAT TRACKED" AND APPROVED BY THE ENGINEER PRIOR TO FINAL INSTALLATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AFTER COMPLETING LAYOUT AND AT LEAST 3 WORKING DAYS BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND MARKERS.
7. TRAFFIC SIGN FACE SHALL BE 3M DIAMOND GRADE DG3 REFLECTIVE SHEETING (ASTM XI) OR APPROVED EQUAL WITH PROTECTIVE GRAFFITI OVERLAY FILM OR AS OTHERWISE NOTED. ALL WARNING SIGNS SHALL HAVE A FLUORESCENT YELLOW BACKGROUND AND SCHOOL SIGNS NOTED SHALL HAVE A FLUORESCENT YELLOW-GREEN BACKGROUND.
8. SIGNS SHALL BE STANDARD SIZE UNLESS NOTED OTHERWISE. PRIOR TO INSTALLATION, NEW SIGNS SHALL BE APPROVED BY THE ENGINEER. EXACT LOCATIONS OF SIGNS SHALL BE DETERMINED BY THE CITY ENGINEER.
9. ALL EXISTING SIGNS AND POSTS TO BE REMOVED SHALL BE PROPERLY DISPOSED OF.
10. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS, LEGENDS, AND RAISED PAVEMENT MARKERS SHALL BE REMOVED EVEN IF NOT SHOWN ON PLANS. REMOVALS OF PAINTED STRIPING, PAVEMENT MARKINGS AND LEGENDS SHALL BE DONE BY GRINDING. REMOVALS OF THERMOPLASTIC STRIPING, PAVEMENT MARKINGS AND LEGENDS SHALL BE REMOVED BY GRINDING OR OTHER APPROVED METHOD AND SHALL NOT DAMAGE THE PAVEMENT. "BLACK OUT" OF EXISTING DELINEATION IS NOT PERMITTED. ALL DAMAGED PAVEMENT DUE TO REMOVALS SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A SMOOTH AND UNIFORM SURFACE OR AS DIRECTED BY THE ENGINEER. ALL STRIPING REMOVALS AND LEGENDS SHALL BE SLURRY SEALED.
11. PROTECT IN PLACE ALL SIGNAGE NOT IDENTIFIED IN THIS PLAN.

TEMPORARY EROSION CONTROL NOTE:

CONTRACTOR SHALL PROVIDE TEMPORARY STORM WATER POLLUTION CONTROL DURING CONSTRUCTION PER CALTRANS STD. PLAN T62. CONTRACTOR TO PROVIDE DRAINAGE INLET PROTECTION AT ALL STORM DRAINS LOCATED WITHIN 500' OF PROJECT EXTENTS. CONTRACTOR TO VERIFY ALL STORM WATER DRAIN INLET LOCATIONS. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL CONFORM TO THE REQUIREMENTS OF THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB).

SURVEY LEGEND

- BUILDING OVERHANG
- EDGE OF PAVEMENT
- CURB LINE
- CURB & GUTTER LINE
- 95 / 94 — CONTOURS
- STEPS
- G — GAS LINE
- SD — STORM DRAIN
- SS — SANITARY SEWER
- T — TELEPHONE LINE
- W — WATER LINE
- FLOW LINE
- X — FENCE LINE, TYPE / HEIGHT AS INDICATED
- STORM DRAIN MAINTENANCE HOLE
- STORM DRAIN CLEANOUT
- DRAIN INLET
- DRAIN INLET ON CURB
- CURB INLET WITHOUT GRATE
- SANITARY SEWER MAINTENANCE HOLE
- SANITARY SEWER CLEANOUT
- W — WATER METER / BOX
- WATER VALVE
- FIRE HYDRANT
- FDC — FIRE DEPARTMENT CONNECTION
- GAS VALVE
- E — ELECTRIC VAULT / PULLBOX
- HARDSCAPE ELECTRIC LIGHT
- ELECTROLIER WITH MAST ARM
- JOINT POLE
- GUY WIRE ANCHOR
- STREET LIGHT PULLBOX
- STEAM MAINTENANCE HOLE
- MISCELLANEOUS MAINTENANCE HOLE
- MISCELLANEOUS PULLBOX
- SIGN
- BOLLARD
- SURVEY DISK MONUMENT
- SURVEY WELL MONUMENT
- 198.7CONC, 198.7BRDW, 195.17C, 194.19FL — SPOT ELEVATION
- 24" OAK — TREE WITH DRIPLINE, SIZE AS INDICATED

ABBREVIATIONS:

(X.XX)	INDICATES EXISTING ELEVATION
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ADA	AMERICAN WITH DISABILITIES ACT
BC	BEGINNING OF CURVE
BEG	BEGIN
BW	BACK OF WALK
CA	CALIFORNIA
CALTRANS	CALIFORNIA DEPARTMENT OF TRANSPORTATION
CF	CURB FACE
C&G	CURB AND GUTTER
CL	CENTERLINE
CLR.	CLEAR
CONC.	CONCRETE
E:	EASTING
EC	END OF CURVE
ELEV.	ELEVATION
ETW	EDGE OF TRAVELED WAY
EX.	EXISTING
FL	FLOW LINE
FOC	FACE OF CURB
FS	FINISHED SURFACE
GO	GUTTER OUT
JP	JOINT POLE
L	LEFT
LF	LINEAR FOOT
LIP	LIP OF GUTTER
MAX.	MAXIMUM
MIN.	MINIMUM
MON.	SURVEY MONUMENT
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(N.)	NORTH
N:	NORTHING
O.C	ON CENTER
OFF	OFFSET
PC:	POINT OF CURVE
PCC	PORTLAND CEMENT CONCRETE
PRC	POINT OF REVERSE CURVE
PT:	POINT OF TANGENT
R	RIGHT
R.C	RELATIVE COMPACTION
R/W	RIGHT OF WAY
SF	SQUARE FEET (FOOT)
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MAINTENANCE HOLE
STA	STATION
STD.	STANDARD
SW	SIDEWALK
TC	TOP OF CURB
TYP.	TYPICAL
U.S.	UNITED STATES
VAR.	VARIES
XS	CROSS SECTION

CONSTRUCTION LEGEND:

- PCC CONCRETE SECTIONS
- GENERAL LANDSCAPING SOIL INSTALLED AT ±3" BELOW SIDEWALK GRADE
- DETECTABLE WARNING SURFACE PER CALTRANS STD PLAN A88A
- REMOVE EXISTING STRIPING BY SANDBLASTING
- AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144
- CLASS 2 AGGREGATE BASE. DEPTH PER CITY OF BERKELEY SAWCUT TRENCH, CURB AND GUTTER, SIDEWALK, AND TRAFFIC CIRCLE DETAILS.
- SCARIFY AND RECOMPACT SUBGRADE TO 95% R.C. OR AS APPROVED BY THE ENGINEER
- STAMED CONCRETE PAVER BRICK PATTERN WITH COATING
- SAWCUT LINE

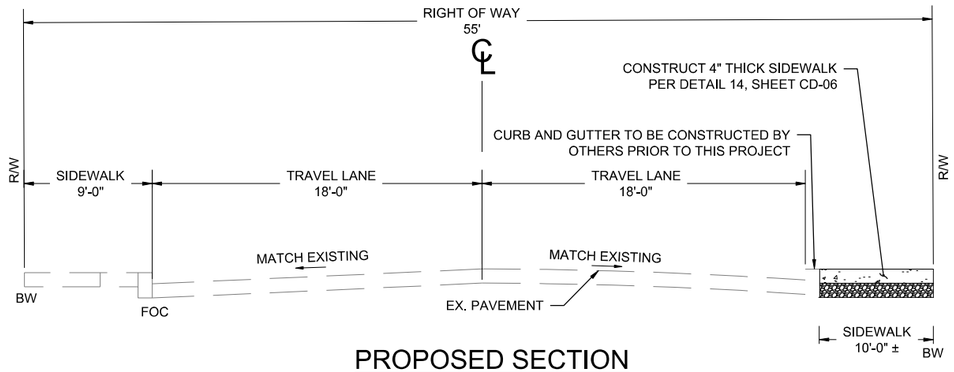
REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. HATFIELD — No. 81212 — CIVIL — STATE OF CALIFORNIA

PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
SURVEY PARTY CHIEF	WATERSHED REVIEW: DATE	SUPERVISING ENGINEER	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	GENERAL NOTES	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES		APPROVED: DATE	CHECK AH	BOOK		Page 453	GN-01
		MANAGER OF ENGINEERING	AS BUILT	DATE 9/5/2024			SHEET 2 OF 27

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

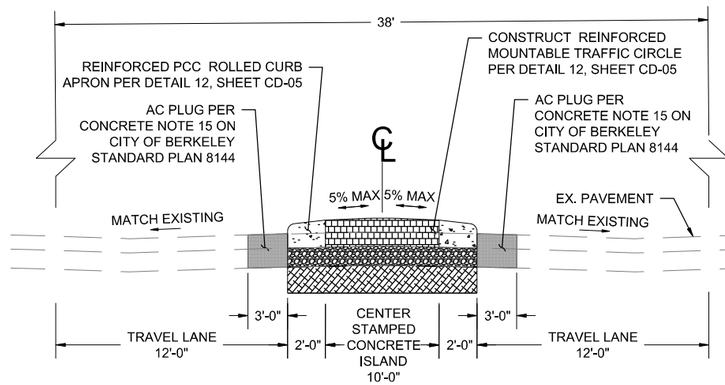
APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_G-COV.dwg [GN-01] 9-05-24 12:45:40 PM emmakatz



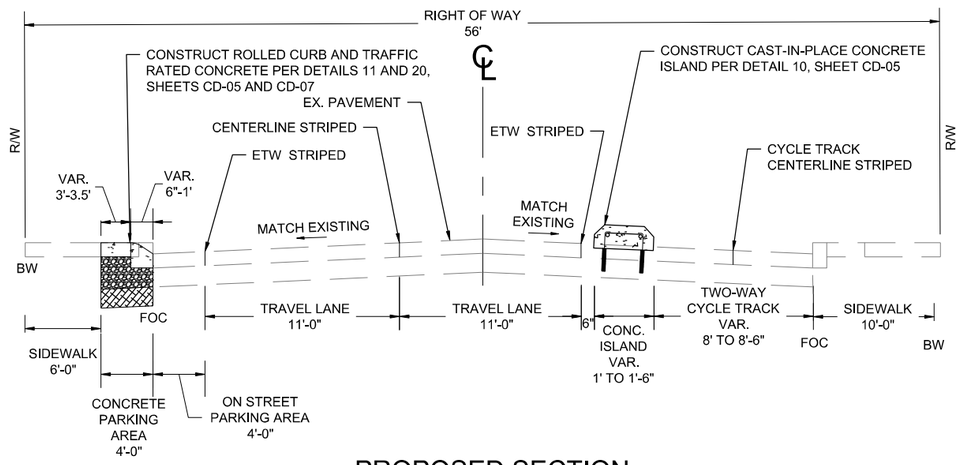
PROPOSED SECTION

ACTON STREET AT PROPOSED CURB RAMP AND SIDEWALK LOCATIONS
NOT TO SCALE



PROPOSED SECTION

PARKER STREET AT NINTH STREET NEIGHBORHOOD TRAFFIC CIRCLE
ON PARKER STREET
NOT TO SCALE



PROPOSED SECTION

DWIGHT WAY (MABEL STREET TO BONAR STREET) - PROPOSED
NOT TO SCALE

CONSTRUCTION LEGEND:

- PCC CONCRETE SECTIONS
- AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144
- CLASS 2 AGGREGATE BASE. DEPTH PER CITY OF BERKELEY SAWCUT TRENCH, CURB AND GUTTER, SIDEWALK, AND TRAFFIC CIRCLE DETAILS.
- SCARIFY AND RECOMPACT SUBGRADE TO 95% R.C. OR AS APPROVED BY THE ENGINEER
- STAMPED CONCRETE PAVER BRICK PATTERN WITH COATING

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. HATTE
No. 81212
CIVIL
STATE OF CALIFORNIA

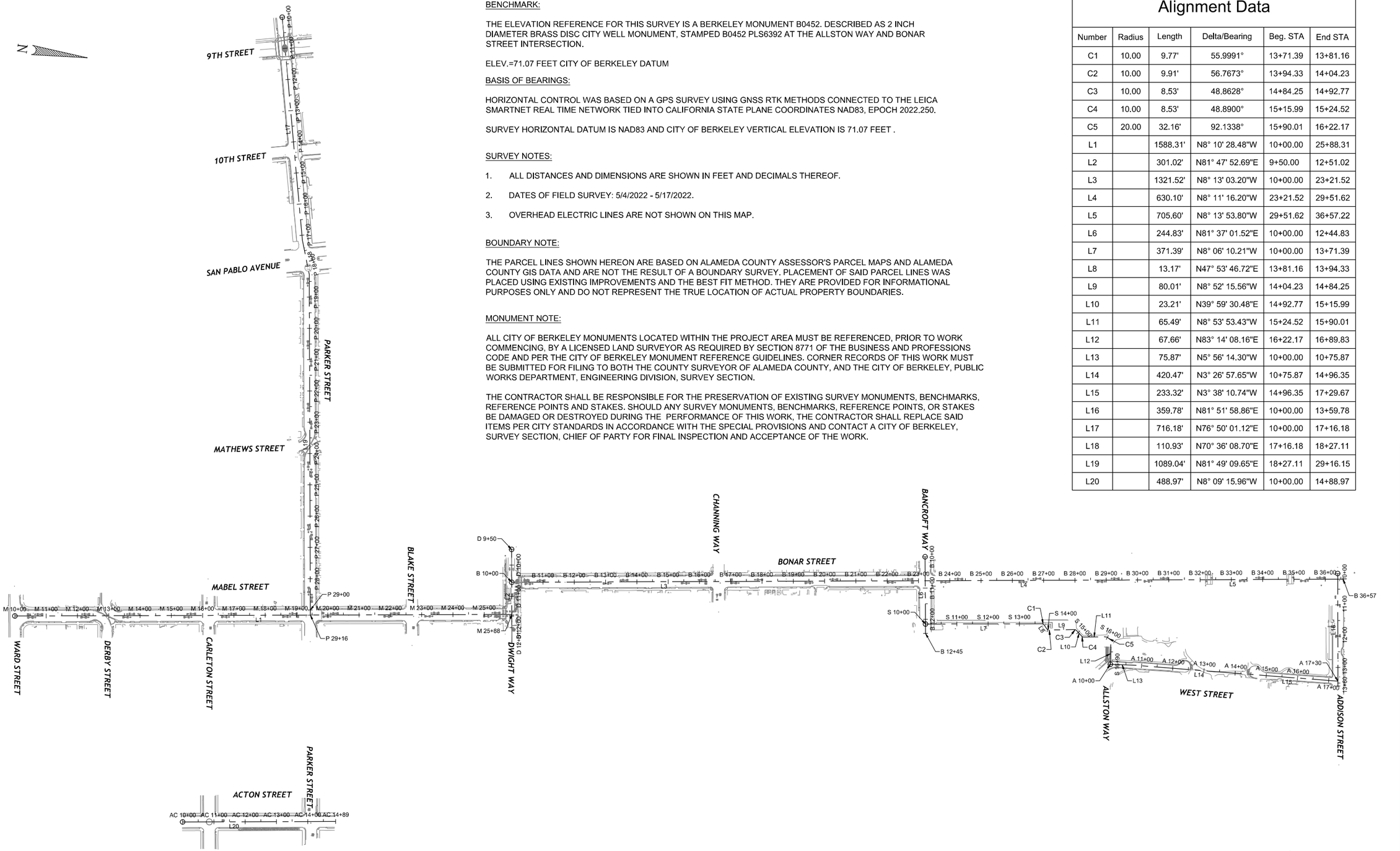
DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY TYPICAL SECTIONS
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____		
			CHECK AH	BOOK ____		
			AS BUILT ____	DATE 9/5/2024		

PLAN 8282
FILE 503-639
XS-01
SHEET 5 OF 27

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REVISION	MARK	DATE	DESCRIPTION	APPROVAL

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-TYP.dwg [XS-01] 9-05-24 12:45:56 PM emmakatz



BENCHMARK:

THE ELEVATION REFERENCE FOR THIS SURVEY IS A BERKELEY MONUMENT B0452. DESCRIBED AS 2 INCH DIAMETER BRASS DISC CITY WELL MONUMENT, STAMPED B0452 PLS6392 AT THE ALLSTON WAY AND BONAR STREET INTERSECTION.

ELEV.=71.07 FEET CITY OF BERKELEY DATUM

BASIS OF BEARINGS:

HORIZONTAL CONTROL WAS BASED ON A GPS SURVEY USING GNSS RTK METHODS CONNECTED TO THE LEICA SMARTNET REAL TIME NETWORK TIED INTO CALIFORNIA STATE PLANE COORDINATES NAD83, EPOCH 2022.250.

SURVEY HORIZONTAL DATUM IS NAD83 AND CITY OF BERKELEY VERTICAL ELEVATION IS 71.07 FEET .

SURVEY NOTES:

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. DATES OF FIELD SURVEY: 5/4/2022 - 5/17/2022.
3. OVERHEAD ELECTRIC LINES ARE NOT SHOWN ON THIS MAP.

BOUNDARY NOTE:

THE PARCEL LINES SHOWN HEREON ARE BASED ON ALAMEDA COUNTY ASSESSOR'S PARCEL MAPS AND ALAMEDA COUNTY GIS DATA AND ARE NOT THE RESULT OF A BOUNDARY SURVEY. PLACEMENT OF SAID PARCEL LINES WAS PLACED USING EXISTING IMPROVEMENTS AND THE BEST FIT METHOD. THEY ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT REPRESENT THE TRUE LOCATION OF ACTUAL PROPERTY BOUNDARIES.

MONUMENT NOTE:

ALL CITY OF BERKELEY MONUMENTS LOCATED WITHIN THE PROJECT AREA MUST BE REFERENCED, PRIOR TO WORK COMMENCING, BY A LICENSED LAND SURVEYOR AS REQUIRED BY SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE AND PER THE CITY OF BERKELEY MONUMENT REFERENCE GUIDELINES. CORNER RECORDS OF THIS WORK MUST BE SUBMITTED FOR FILING TO BOTH THE COUNTY SURVEYOR OF ALAMEDA COUNTY, AND THE CITY OF BERKELEY, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, SURVEY SECTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF EXISTING SURVEY MONUMENTS, BENCHMARKS, REFERENCE POINTS AND STAKES. SHOULD ANY SURVEY MONUMENTS, BENCHMARKS, REFERENCE POINTS, OR STAKES BE DAMAGED OR DESTROYED DURING THE PERFORMANCE OF THIS WORK, THE CONTRACTOR SHALL REPLACE SAID ITEMS PER CITY STANDARDS IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND CONTACT A CITY OF BERKELEY, SURVEY SECTION, CHIEF OF PARTY FOR FINAL INSPECTION AND ACCEPTANCE OF THE WORK.

Alignment Data

Number	Radius	Length	Delta/Bearing	Beg. STA	End STA
C1	10.00	9.77'	55.9991°	13+71.39	13+81.16
C2	10.00	9.91'	56.7673°	13+94.33	14+04.23
C3	10.00	8.53'	48.8628°	14+84.25	14+92.77
C4	10.00	8.53'	48.8900°	15+15.99	15+24.52
C5	20.00	32.16'	92.1338°	15+90.01	16+22.17
L1		1588.31'	N8° 10' 28.48"W	10+00.00	25+88.31
L2		301.02'	N81° 47' 52.69"E	9+50.00	12+51.02
L3		1321.52'	N8° 13' 03.20"W	10+00.00	23+21.52
L4		630.10'	N8° 11' 16.20"W	23+21.52	29+51.62
L5		705.60'	N8° 13' 53.80"W	29+51.62	36+57.22
L6		244.83'	N81° 37' 01.52"E	10+00.00	12+44.83
L7		371.39'	N8° 06' 10.21"W	10+00.00	13+71.39
L8		13.17'	N47° 53' 46.72"E	13+81.16	13+94.33
L9		80.01'	N8° 52' 15.56"W	14+04.23	14+84.25
L10		23.21'	N39° 59' 30.48"E	14+92.77	15+15.99
L11		65.49'	N8° 53' 53.43"W	15+24.52	15+90.01
L12		67.66'	N83° 14' 08.16"E	16+22.17	16+89.83
L13		75.87'	N5° 56' 14.30"W	10+00.00	10+75.87
L14		420.47'	N3° 26' 57.65"W	10+75.87	14+96.35
L15		233.32'	N3° 38' 10.74"W	14+96.35	17+29.67
L16		359.78'	N81° 51' 58.86"E	10+00.00	13+59.78
L17		716.18'	N76° 50' 01.12"E	10+00.00	17+16.18
L18		110.93'	N70° 36' 08.70"E	17+16.18	18+27.11
L19		1089.04'	N81° 49' 09.65"E	18+27.11	29+16.15
L20		488.97'	N8° 09' 15.96"W	10+00.00	14+88.97

150 0 75 150 300
SCALE 1" = 150' FEET

SANDIS

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HAYE No. 81212 CIVIL STATE OF CALIFORNIA

DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN KB	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY SURVEY CONTROL	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN KB	VERT. ____			FILE 503-639 66-01
		REGISTR. EXP. ____ R.C.E. EXP. ____	CHECK NB	BOOK ____			SHEET 4 OF 27
			AS BUILT ____	DATE 9/5/2024			

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, co parker to addison bikeway\CAD\01_Plans\2022-025_G-COV.dwg [SC-01] 9-05-24 01:41:49 PM emmokatz

CONSTRUCTION NOTES:

7 INSTALL 19' HARDENED CENTERLINE PRODUCT.

8 CONSTRUCT 12" CAST-IN-PLACE CONCRETE ISLAND PER DETAILS 9 AND 10, SHEET CD-05.

9 CONSTRUCT ROLLED CURB PER DETAIL 17, SHEET CD-06. LENGTH PER PLANS.

10 SAWCUT EXISTING CURB OFF OF EXISTING BUS PAD.

11 CONSTRUCT VERTICAL TO ROLLED CURB TRANSITION PER DETAIL 11, SHEET CD-05.

12 REPLACE EXISTING MAINTENANCE STRIP WITH TRAFFIC RATED CONCRETE PER DETAIL 20, SHEET CD-07. SIDEWALK GRADING PER DETAILS 5 AND 6, SHEET CD-03.

16 PROTECT IN PLACE.

18 SURVEY WELL MONUMENT; PROTECT IN PLACE.

24 INSTALL FLEXIBLE CHANNELIZER POST.

25 CONTROL JOINTS AT 5' O.C. (UNLESS OTHERWISE NOTED ON PLANS) PER DETAIL 21, SHEET CD-07.

26 EXPANSION JOINT AT 10' O.C. (UNLESS OTHERWISE NOTED ON PLANS) PER DETAIL 22, SHEET CD-07.

27 REPLACE GRATE WITH TYPE L NEENAH FOUNDRY GRATE OR APPROVED EQUAL.

GENERAL NOTES:

1. FOR NOTES AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.
4. PROTECT IN PLACE ALL EXISTING CURBS, STREET LIGHT POLES, TREES, STREET SIGNS, DRIVEWAYS, AND EXISTING UNLESS OTHERWISE SPECIFIED.
5. ALL EXISTING IMPROVEMENTS WHICH ARE DAMAGED OR DESTROYED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER BY AND AT THE EXPENSE OF THE CONTRACTOR.

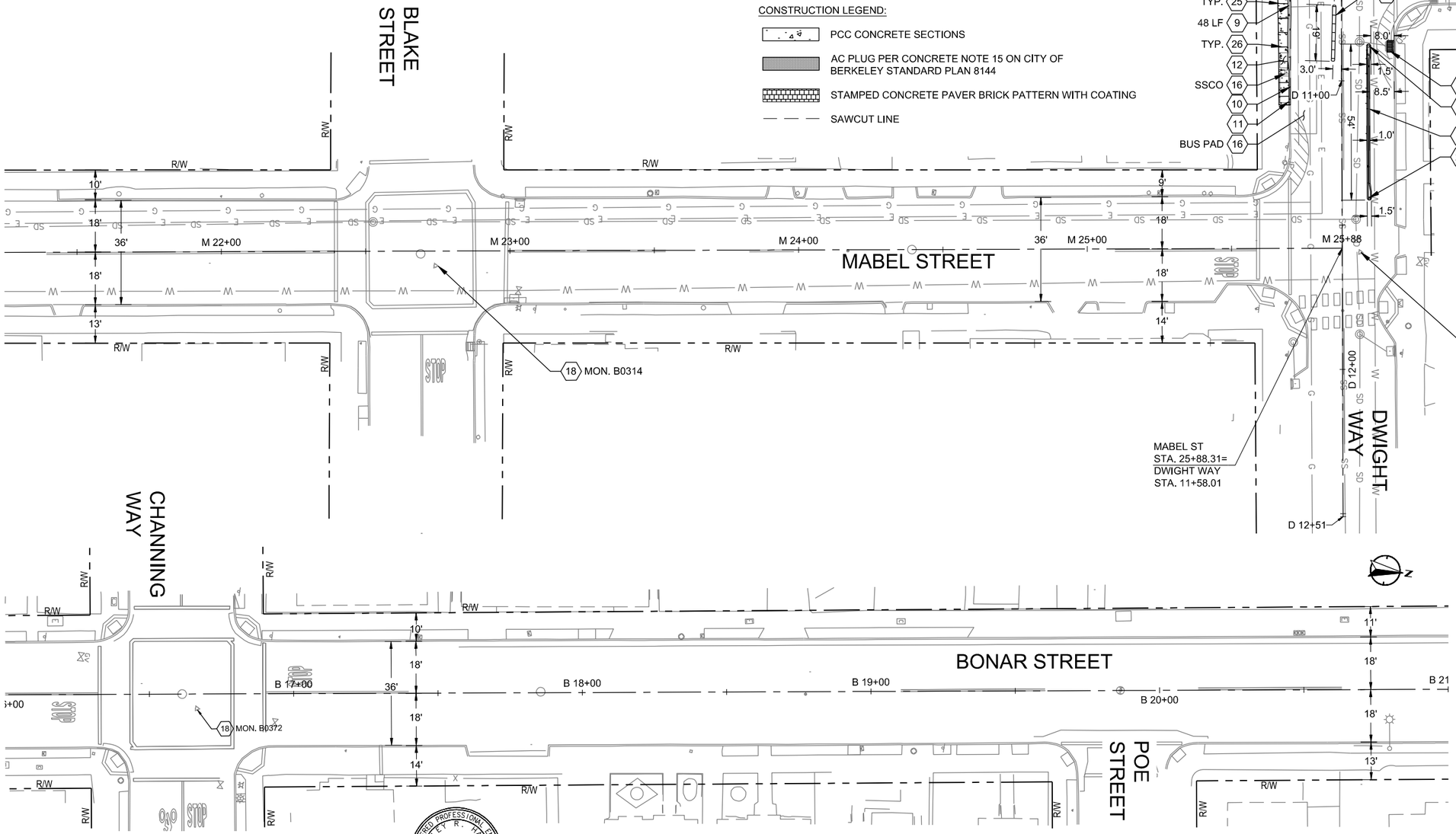
CONSTRUCTION LEGEND:

PCC CONCRETE SECTIONS

AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144

STAMPED CONCRETE PAVER BRICK PATTERN WITH COATING

SAWCUT LINE



20 0 10 20 40
SCALE PLAN SCALE FEET

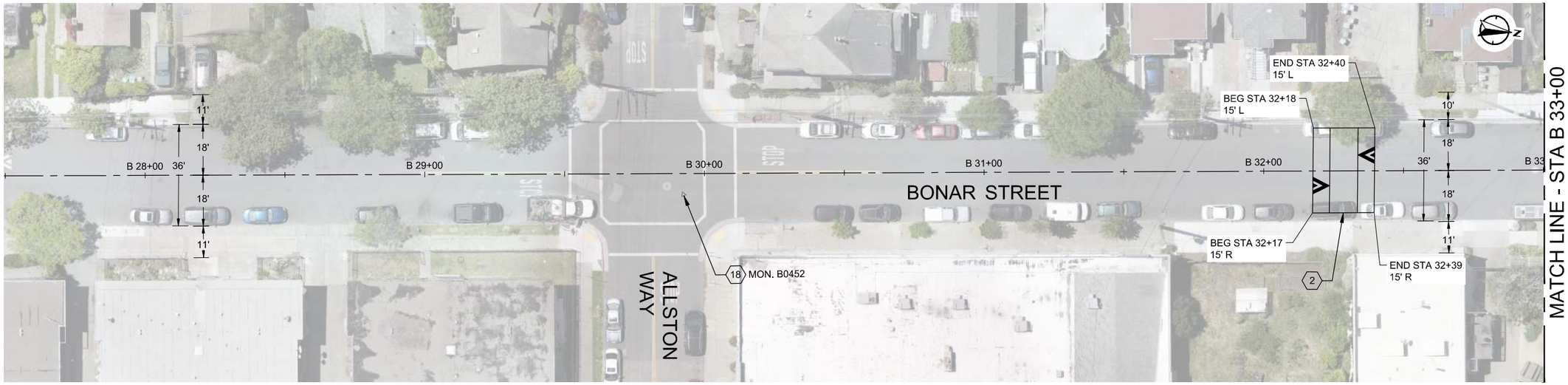
alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

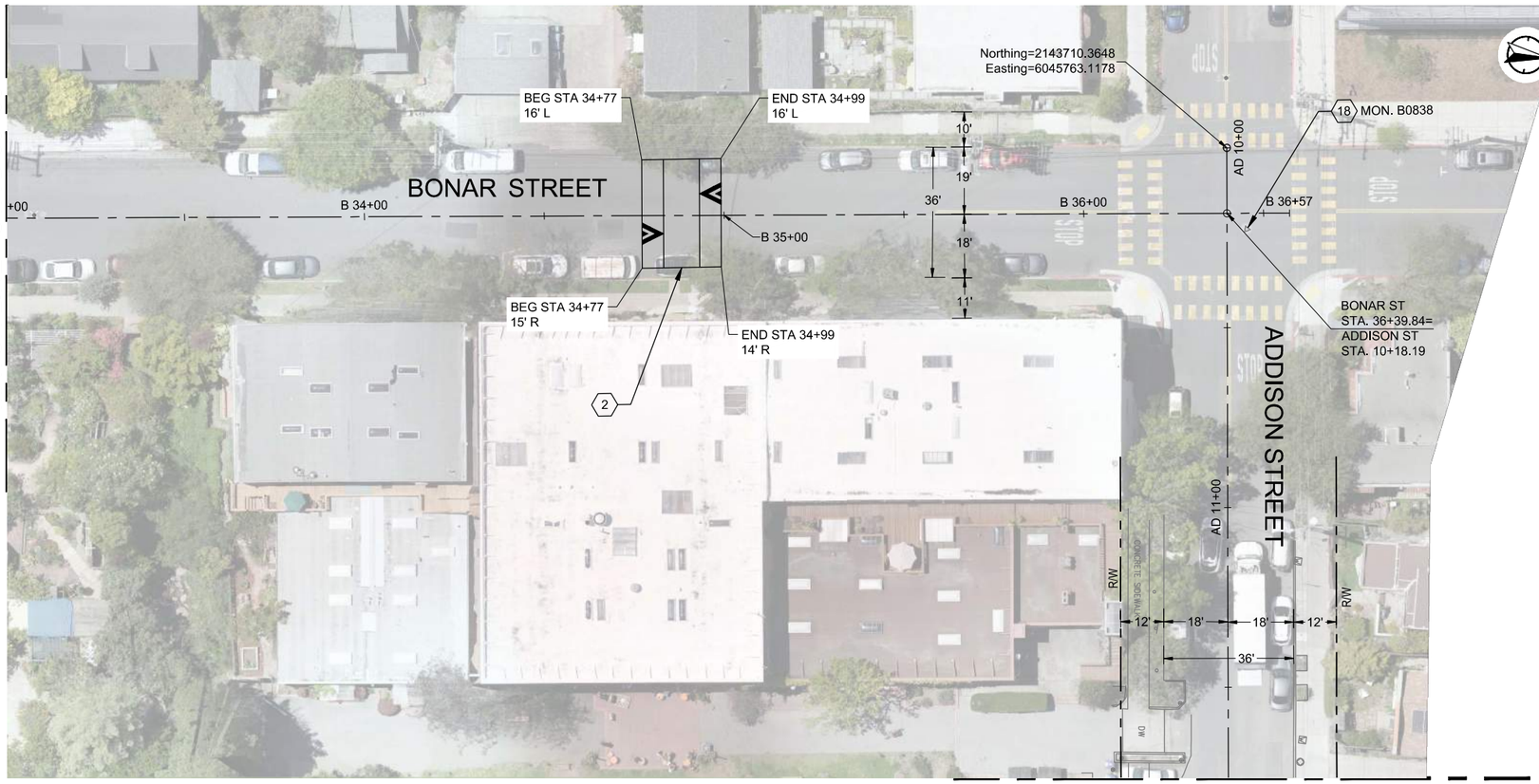
REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HAYRE No. 81212 CIVIL STATE OF CALIFORNIA

PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY LAYOUT PLANS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	SURVEY PARTY CHIEF	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EK	VERT.		Page 456	FILE 503-639
	WATERSHED REVIEW: DATE	APPROVED: DATE	CHECK AH	BOOK			SHEET 01 OF 27
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT	DATE 9/5/2024			

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-LAY.dwg [L-01] 9-05-24 12:47:31 PM emmakatz





CONSTRUCTION NOTES:

(2) INSTALL SPEED TABLE PER CITY MIDBLOCK SPEED TABLE DETAIL (SEE DETAIL 13, SHEET CD-05). LOCATION TO BE CONFIRMED BY CITY ENGINEER PRIOR TO INSTALLATION.

(18) SURVEY WELL MONUMENT; PROTECT IN PLACE.

GENERAL NOTES:

1. FOR NOTES AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.
4. PROTECT IN PLACE ALL EXISTING CURBS, STREET LIGHT POLES, TREES, STREET SIGNS, DRIVEWAYS, AND EXISTING UNLESS OTHERWISE SPECIFIED.
5. ALL EXISTING IMPROVEMENTS WHICH ARE DAMAGED OR DESTROYED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER BY AND AT THE EXPENSE OF THE CONTRACTOR.

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HATTE No. 81212 CIVIL STATE OF CALIFORNIA

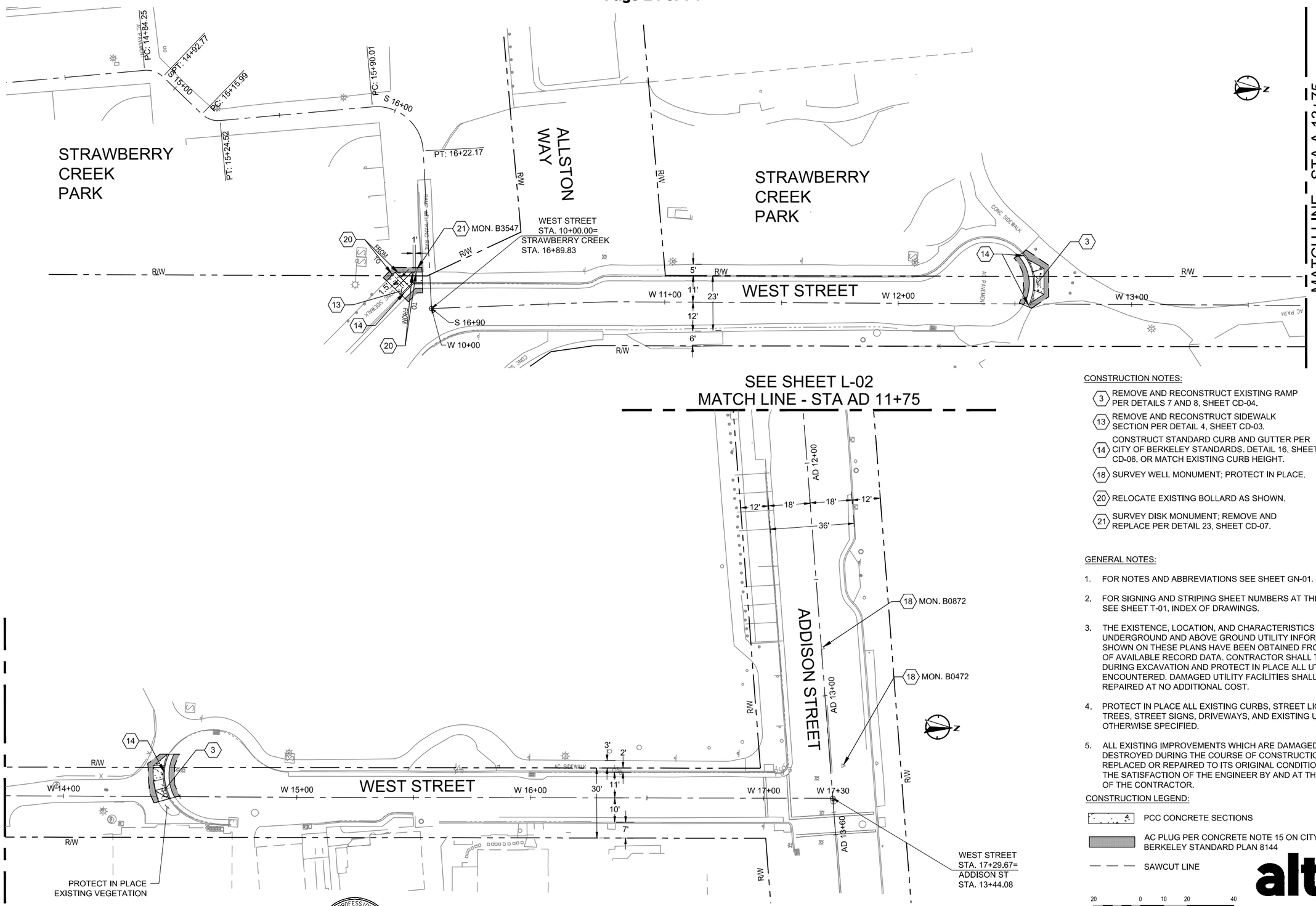
PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY
SURVEY PARTY CHIEF	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	LAYOUT PLANS
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	APPROVED: DATE	CHECK AH	BOOK		PLAN 8282
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT	DATE 9/5/2024		FILE 503-639
						Page 457 02
						SHEET 6 OF 27

20 0 10 20 40
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-LAY.dwg [L-02] 9-05-24 12:47:44 PM emmakatz



CONSTRUCTION NOTES:

3. REMOVE AND RECONSTRUCT EXISTING RAMP PER DETAILS 7 AND 8, SHEET CD-04.
13. REMOVE AND RECONSTRUCT SIDEWALK SECTION PER DETAIL 4, SHEET CD-03.
14. CONSTRUCT STANDARD CURB AND GUTTER PER CITY OF BERKELEY STANDARDS. DETAIL 16, SHEET CD-06, OR MATCH EXISTING CURB HEIGHT.
18. SURVEY WELL MONUMENT; PROTECT IN PLACE.
20. RELOCATE EXISTING BOLLARD AS SHOWN.
21. SURVEY DISK MONUMENT; REMOVE AND REPLACE PER DETAIL 23, SHEET CD-07.

GENERAL NOTES:

1. FOR NOTES AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.
4. PROTECT IN PLACE ALL EXISTING CURBS, STREET LIGHT POLES, TREES, STREET SIGNS, DRIVEWAYS, AND EXISTING UNLESS OTHERWISE SPECIFIED.
5. ALL EXISTING IMPROVEMENTS WHICH ARE DAMAGED OR DESTROYED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER BY AND AT THE EXPENSE OF THE CONTRACTOR.

CONSTRUCTION LEGEND:

PCC CONCRETE SECTIONS

AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144

SAWCUT LINE

SCALE 20 0 10 20 40 PLAN SCALE FEET

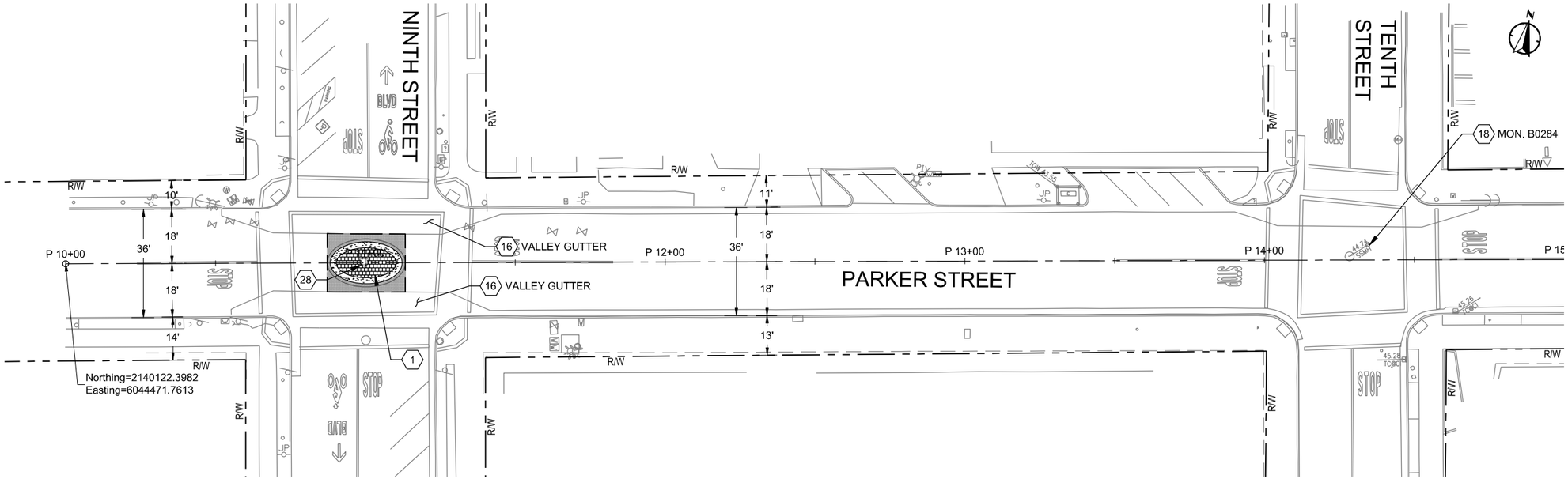
alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

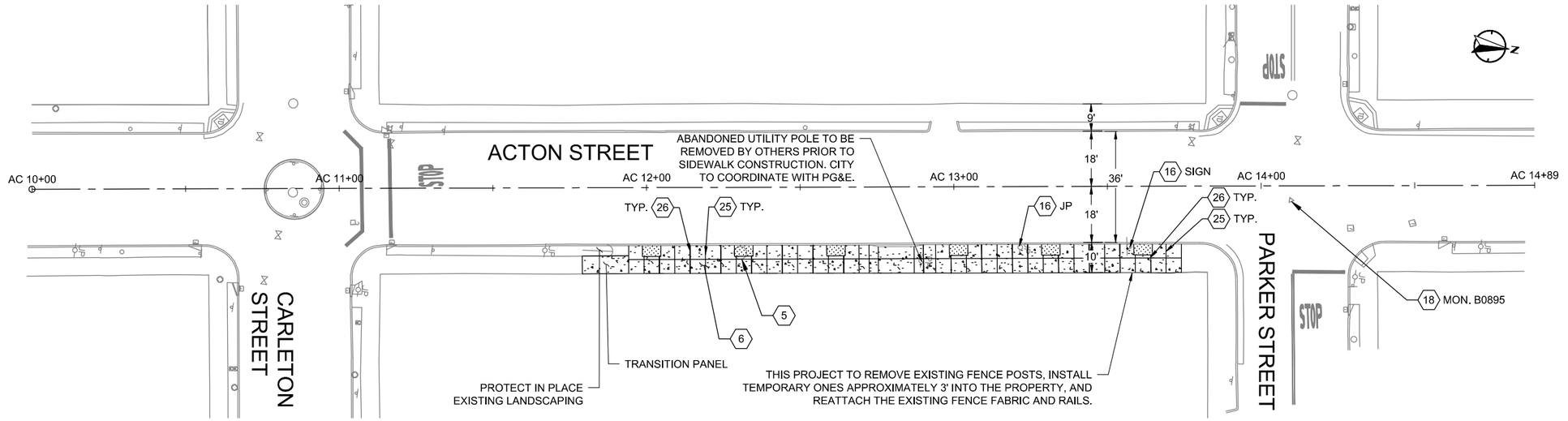
REGISTERED PROFESSIONAL ENGINEER ASHLEY R. TAYLOR No. 81212 CIVIL STATE OF CALIFORNIA

DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY LAYOUT PLANS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____			FILE 503-6.39
			CHECK EK	BOOK ____			Page 458.03
			AS BUILT ____	DATE 9/5/2024			SHEET ___ OF 27

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-LAY.dwg [L-03] 9-05-24 12:48:29 PM emmakatz





CONSTRUCTION NOTES:

1. INSTALL TRAFFIC CIRCLE PER DETAIL 12, SHEET CD-05. GRADING PER DETAIL 1, SHEET CD-01.
4. CONSTRUCT SHARED USE PATH RAMP PER DETAILS 4 AND 5, SHEET CD-03.
5. REMOVE EXISTING TREE.
6. CONSTRUCT CONCRETE SIDEWALK PER CITY OF BERKELEY STANDARDS, DETAIL 14, SHEET CD-06. GRADING PER DETAIL 3, SHEET CD-02.
16. PROTECT IN PLACE.
18. SURVEY WELL MONUMENT; PROTECT IN PLACE.
22. CONSTRUCT CURB TRANSITION PER DETAIL 11, SHEET CD-05.
23. CONSTRUCT REINFORCED CONCRETE DRIVEWAY PER CITY OF BERKELEY STANDARDS, DETAIL 18, SHEET CD-07. EXISTING CURB AND GUTTER TO REMAIN.
25. CONTROL JOINTS AT 5' O.C. (UNLESS OTHERWISE NOTED ON PLANS) PER DETAIL 21, SHEET CD-07.
26. EXPANSION JOINT AT 10' O.C. (UNLESS OTHERWISE NOTED ON PLANS) PER DETAIL 22, SHEET CD-07.
28. ADJUST MANHOLE TO GRADE PER DETAIL 24, SHEET CD-07.

GENERAL NOTES:

1. FOR NOTES AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.
4. PROTECT IN PLACE ALL EXISTING CURBS, STREET LIGHT POLES, TREES, STREET SIGNS, DRIVEWAYS, AND EXISTING UNLESS OTHERWISE SPECIFIED.
5. ALL EXISTING IMPROVEMENTS WHICH ARE DAMAGED OR DESTROYED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER BY AND AT THE EXPENSE OF THE CONTRACTOR.

CONSTRUCTION LEGEND:

- PCC CONCRETE SECTIONS
- GENERAL LANDSCAPING SOIL INSTALLED AT ±3" BELOW SIDEWALK GRADE.
- AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144
- STAMPED CONCRETE PAVER BRICK PATTERN WITH COATING
- SAWCUT LINE

REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. HAYE — No. 81212 — CIVIL — STATE OF CALIFORNIA

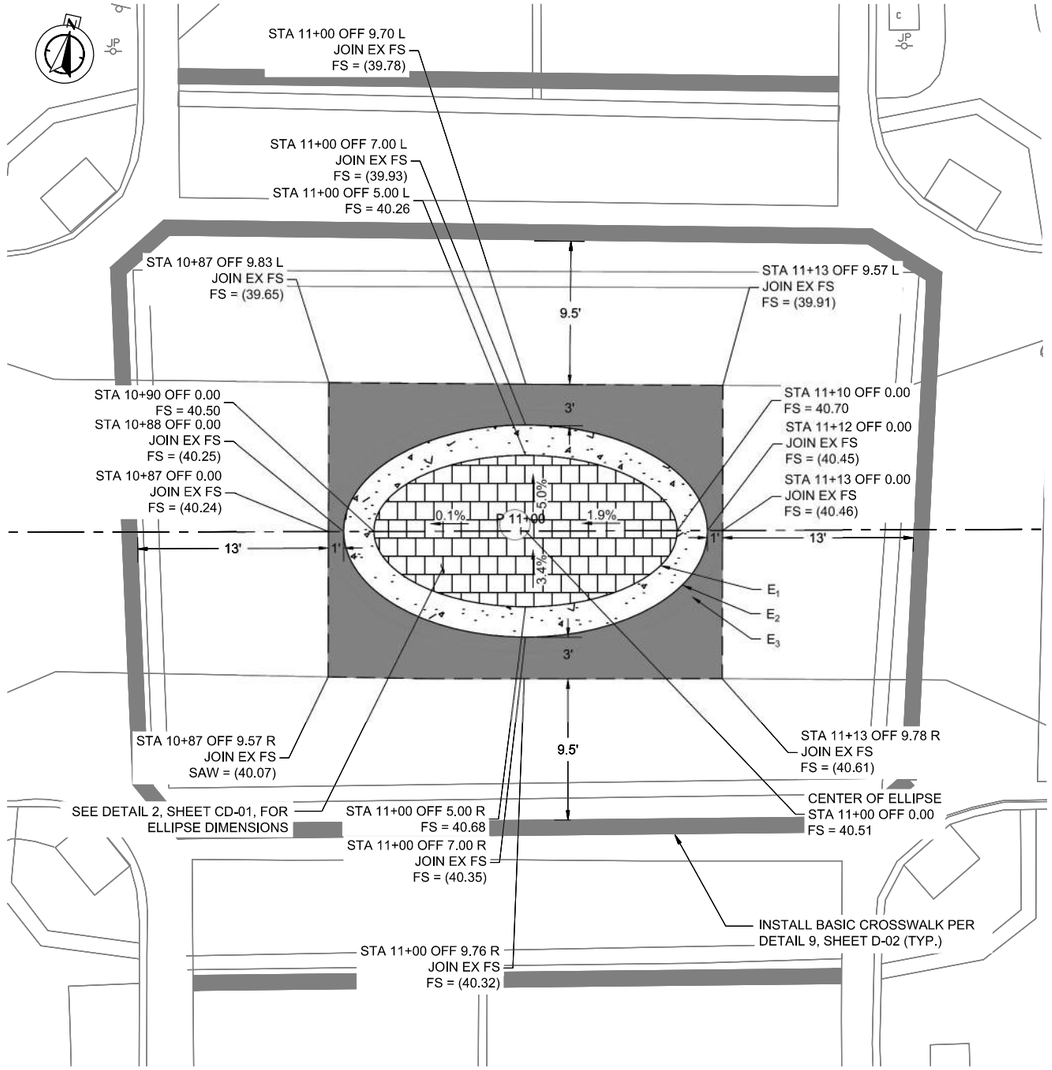
DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY LAYOUT PLANS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____			FILE 503-639
		REGISTR. EXP. ____ R.C.E. EXP. ____	CHECK EK	BOOK ____		Page 459 L-04	SHEET 8 OF 27
			AS BUILT ____	DATE 9/5/2024			

20 0 10 20 40 SCALE PLAN SCALE FEET

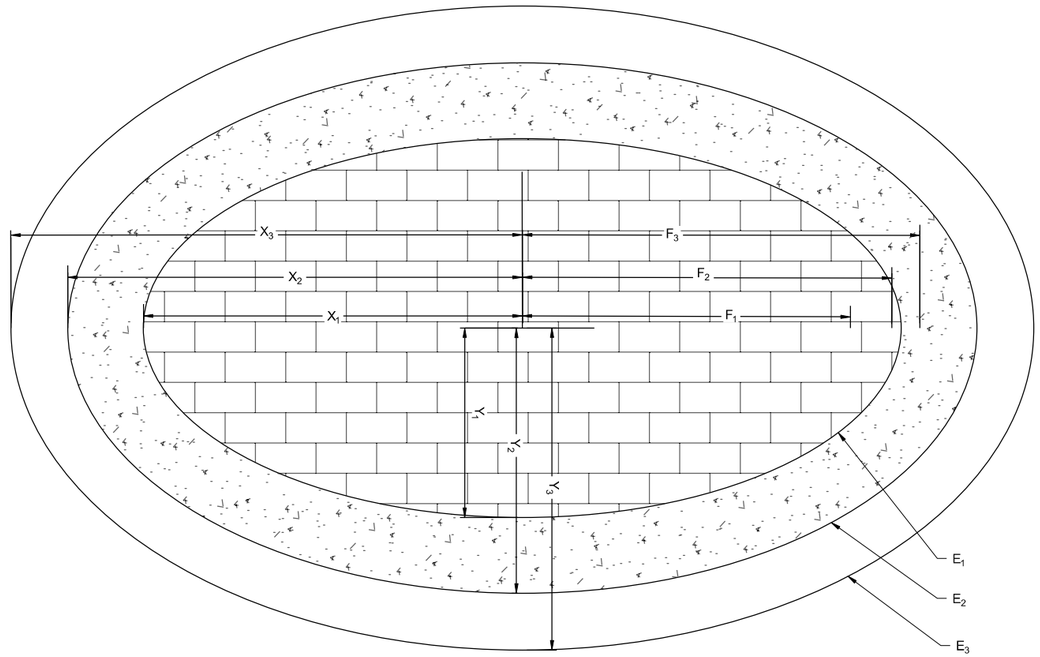
alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-LAY.dwg [L-04] 9-05-24 12:48:54 PM emmakatz



1 PARKER STREET AT NINTH STREET
SCALE: 1" = 5'



2 ELLIPSE DIMENSIONS
NTS

ELLIPSE DIMENSIONS	
E_1	$X_1 = 10'$; $Y_1 = 5'$; $F_1 = 8.66'$
E_2	$X_2 = 12'$; $Y_2 = 7'$; $F_2 = 9.75'$
E_3	$X_3 = 13'$; $Y_3 = 8'$; $F_3 = 10.25'$

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING AND LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.

UNCLASSIFIED EXCAVATION NOTES:

1. EXCAVATE EXISTING ASPHALT CONCRETE AND BASE WITHIN PAVEMENT TRENCH AREA.

CONSTRUCTION LEGEND:

- PCC CONCRETE SECTIONS
- AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144
- STAMPED CONCRETE PAVER BRICK PATTERN WITH COATING
- SAWCUT LINE
- Ø DIAMETER

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. HAYNE
No. 81212
CIVIL
STATE OF CALIFORNIA

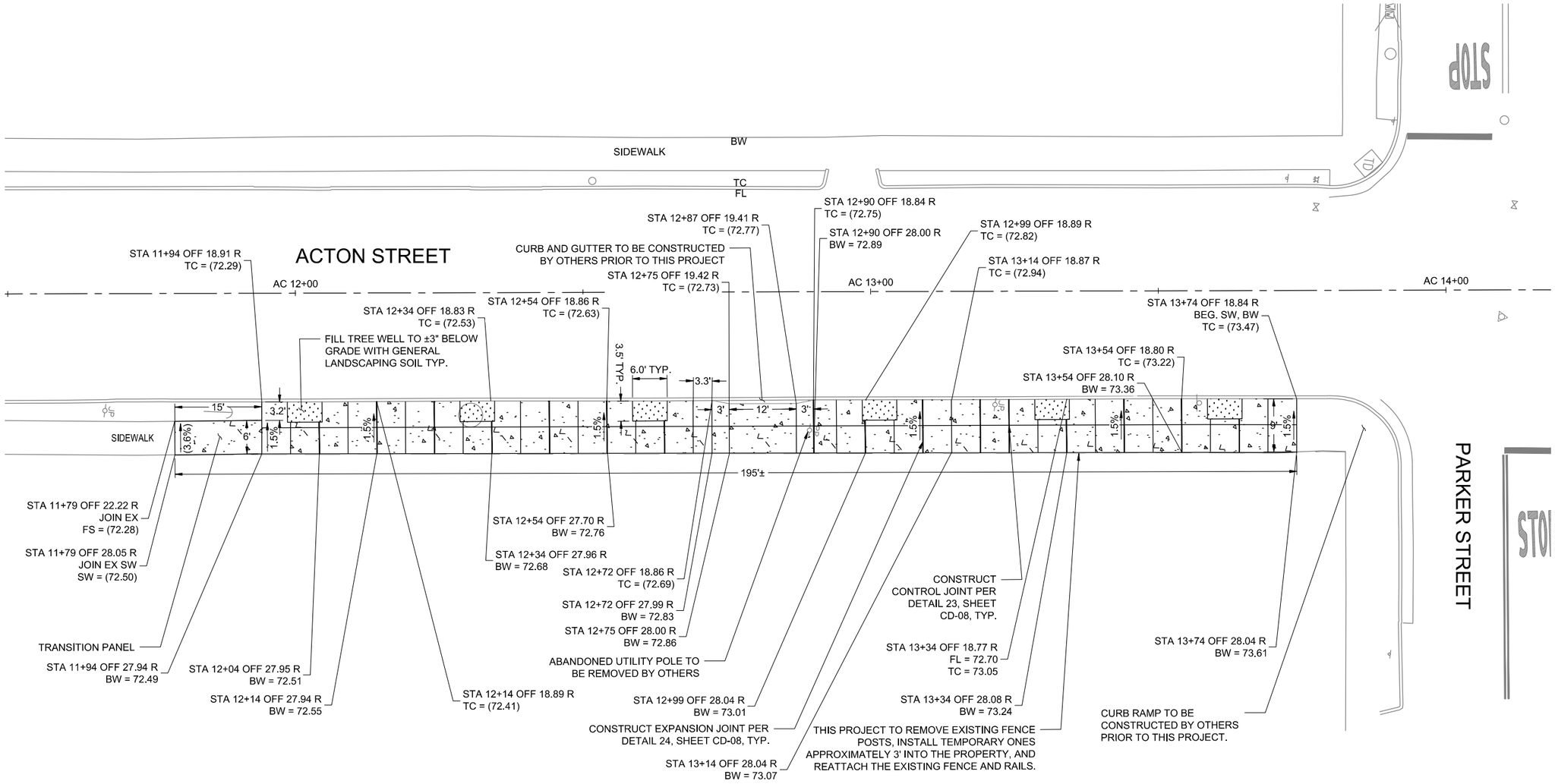
PROJECT MANAGER — DATE	DEPICTION OF MONUMENTS: — DATE	SUBMITTED: — DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
SURVEY PARTY CHIEF	WATERSHED REVIEW: — DATE	SUPERVISING ENGINEER — REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	CIVIL DETAILS	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES		APPROVED: — DATE	CHECK SS	BOOK			CD-01
		MANAGER OF ENGINEERING — R.C.E. EXP.	AS BUILT	DATE 9/5/2024			SHEET 9 OF 27

5 0 5 10
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-01] 9-05-24 12:50:05 PM emmakatz



3 ACTON STREET SIDEWALK REPAIR

SCALE: 1" = 10'

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING AND LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.

UNCLASSIFIED EXCAVATION NOTES:

1. EXCAVATE EXISTING SIDEWALK AND BASE WITHIN NEW CONSTRUCTION LIMITS.

CONSTRUCTION LEGEND:

PCC CONCRETE SECTIONS

GENERAL LANDSCAPING SOIL INSTALLED AT ±3" BELOW SIDEWALK GRADE.

REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. TAYLOR — No. 81212 — CIVIL — STATE OF CALIFORNIA

10 0 5 10 20
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

PROJECT MANAGER	DATE	DEPICTION OF MONUMENTS:	DATE	SUBMITTED:	DATE	DESIGN EK	HORIZ.
SURVEY PARTY CHIEF		WATERSHED REVIEW:	DATE	SUPERVISING ENGINEER	REGISTR. EXP.	DRAWN EK	VERT.
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3)				APPROVED: MANAGER OF ENGINEERING	DATE R.C.E. EXP.	CHECK SS	BOOK
						AS BUILT	DATE 9/5/2024

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

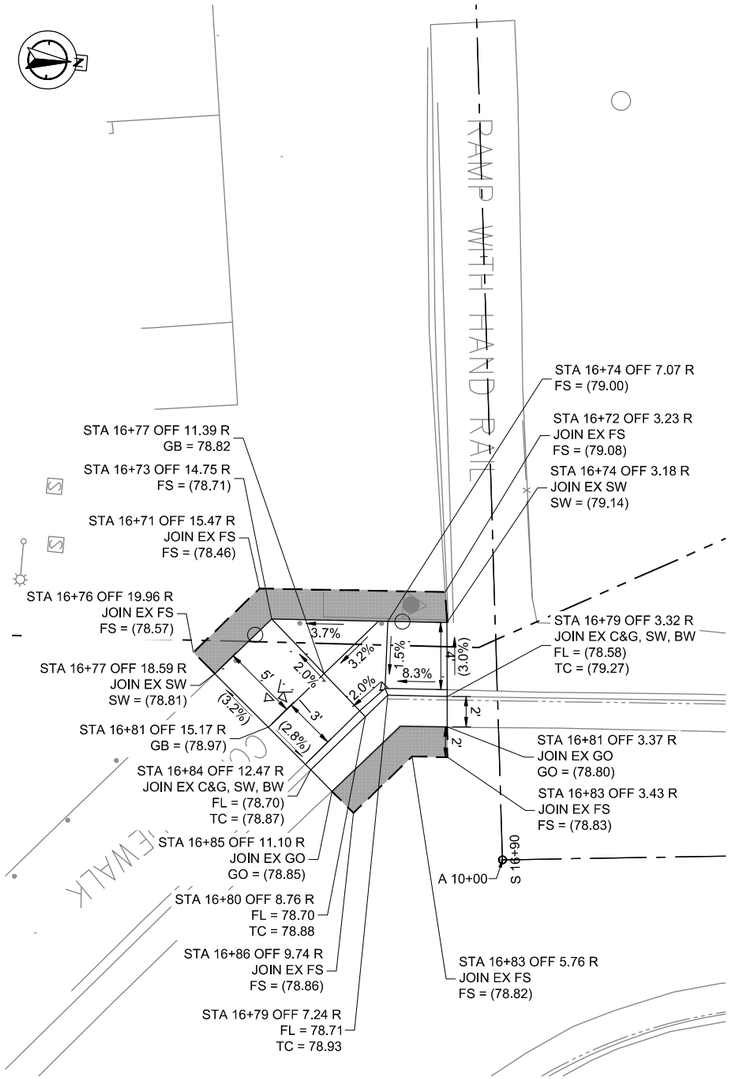
PARKER ST. TO ADDISON ST. BIKEWAY
CIVIL DETAILS

PLAN 8282
FILE 503-639
CD-02
SHEET 10 OF 27

Page 46

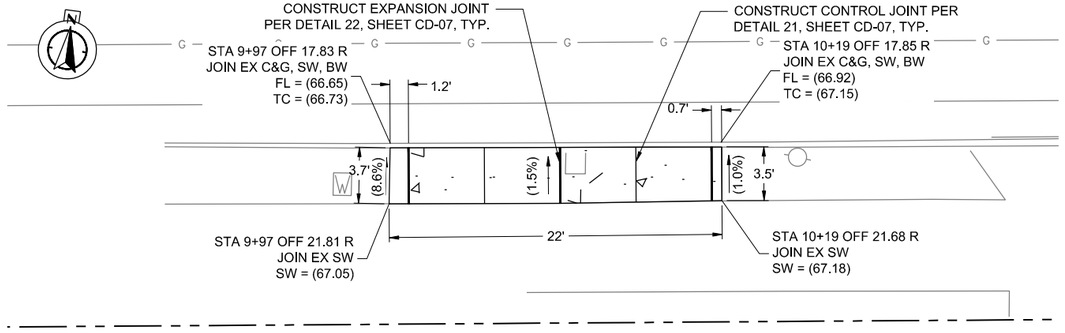
APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-02] 9-05-24 12:50:28 PM emmakatz



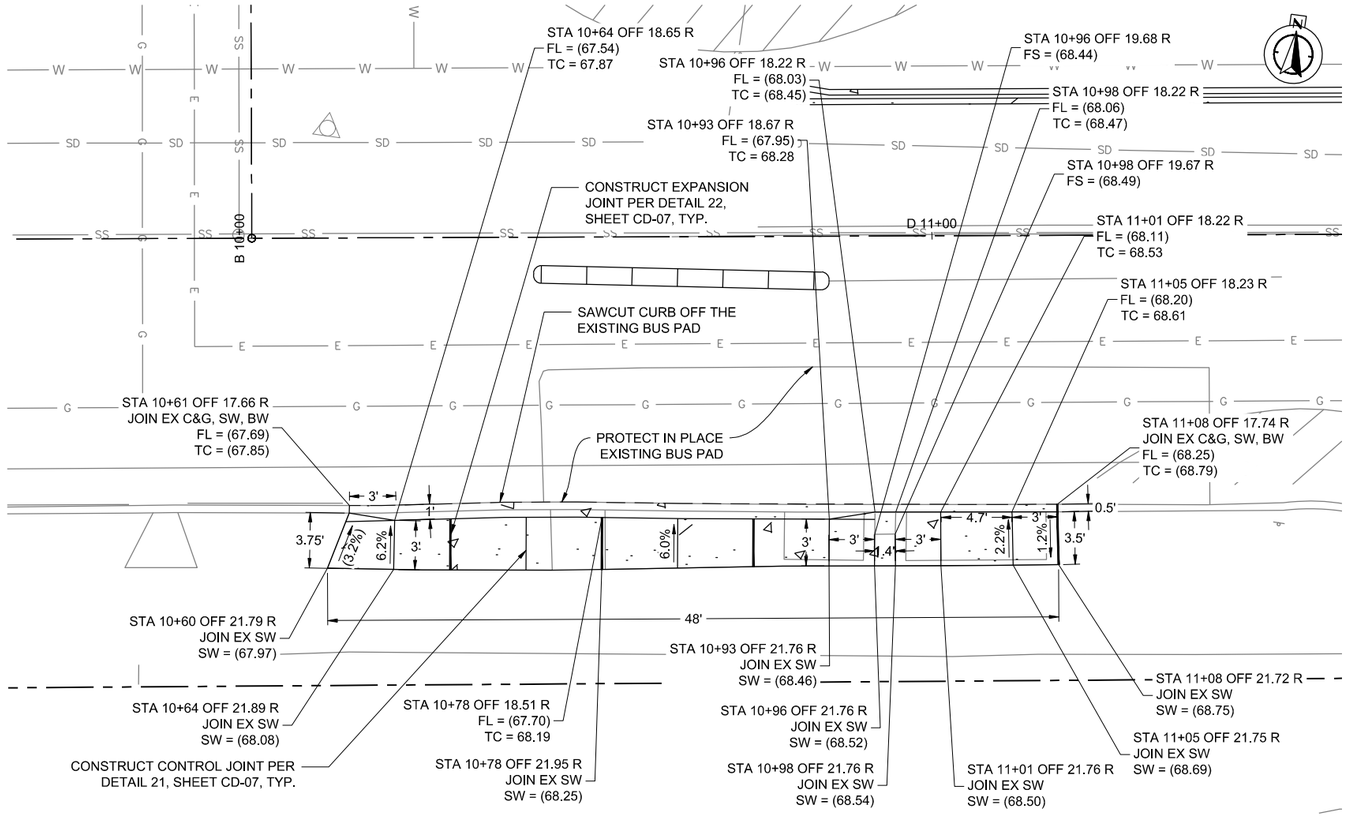
4 ALLSTON WAY AT WEST STREET

SCALE: 1" = 5'



5 DWIGHT WAY CONCRETE MAINTENANCE STRIP REPAVING WEST OF BONAR ST

SCALE: 1"=5'



6 DWIGHT WAY CONCRETE MAINTENANCE STRIP REPAVING EAST OF BONAR ST

SCALE: 1"=5'

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING AND LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.

UNCLASSIFIED EXCAVATION NOTES:

1. EXCAVATE EXISTING ASPHALT CONCRETE AND BASE WITHIN PAVEMENT TRENCH AREA.
2. EXCAVATE EXISTING SIDEWALK AND BASE WITHIN NEW CONSTRUCTION LIMITS.

CONSTRUCTION LEGEND:

- PCC CONCRETE SECTIONS
- GENERAL LANDSCAPING SOIL INSTALLED AT ±3" BELOW SIDEWALK GRADE.
- AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144
- SAWCUT LINE

REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. TAYLOR — No. 81212 — CIVIL — STATE OF CALIFORNIA

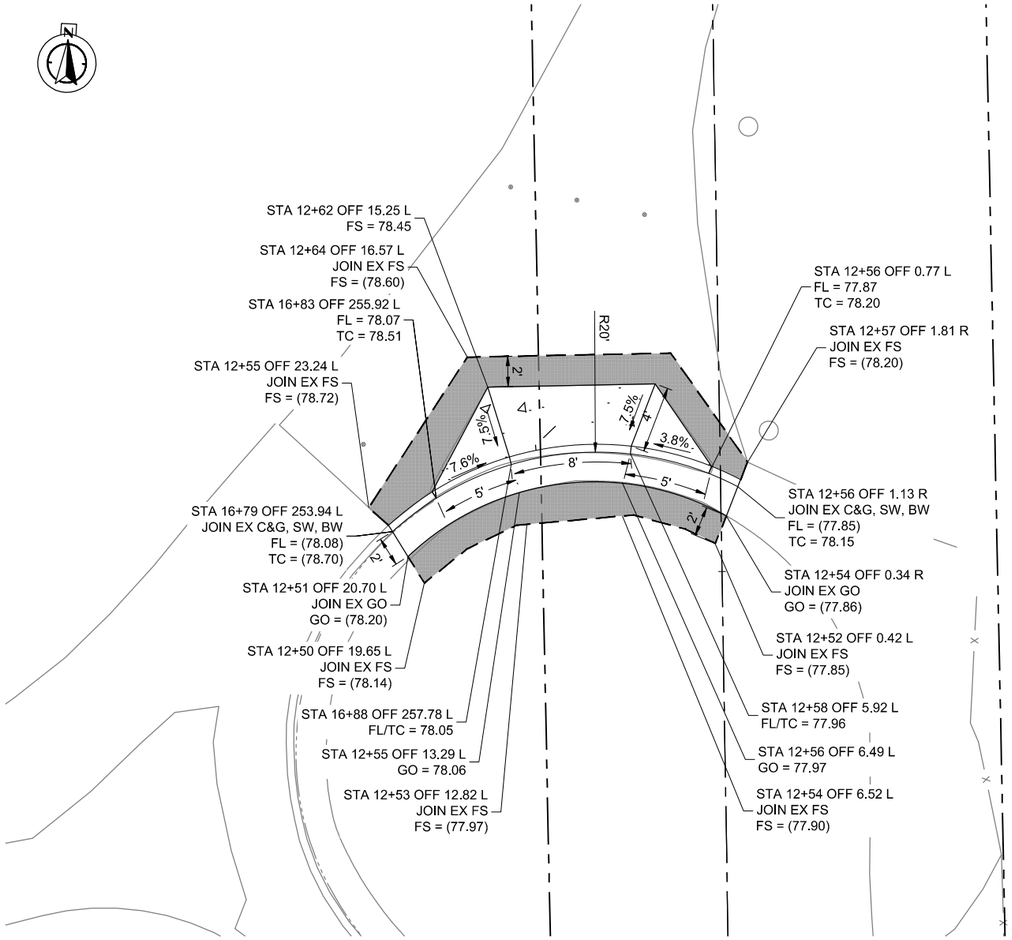
DATE / PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE / SURVEY PARTY CHIEF	SUBMITTED: DATE / SUPERVISING ENGINEER	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	APPROVED: DATE / MANAGER OF ENGINEERING	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	CIVIL DETAILS	FILE 503-6.39
		REGISTR. EXP. / R.C.E. EXP.	CHECK SS	BOOK		Page 462 of 503	SHEET 11 OF 27
			AS BUILT	DATE 9/5/2024			

SCALE 5 0 5 10 FEET — PLAN SCALE

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

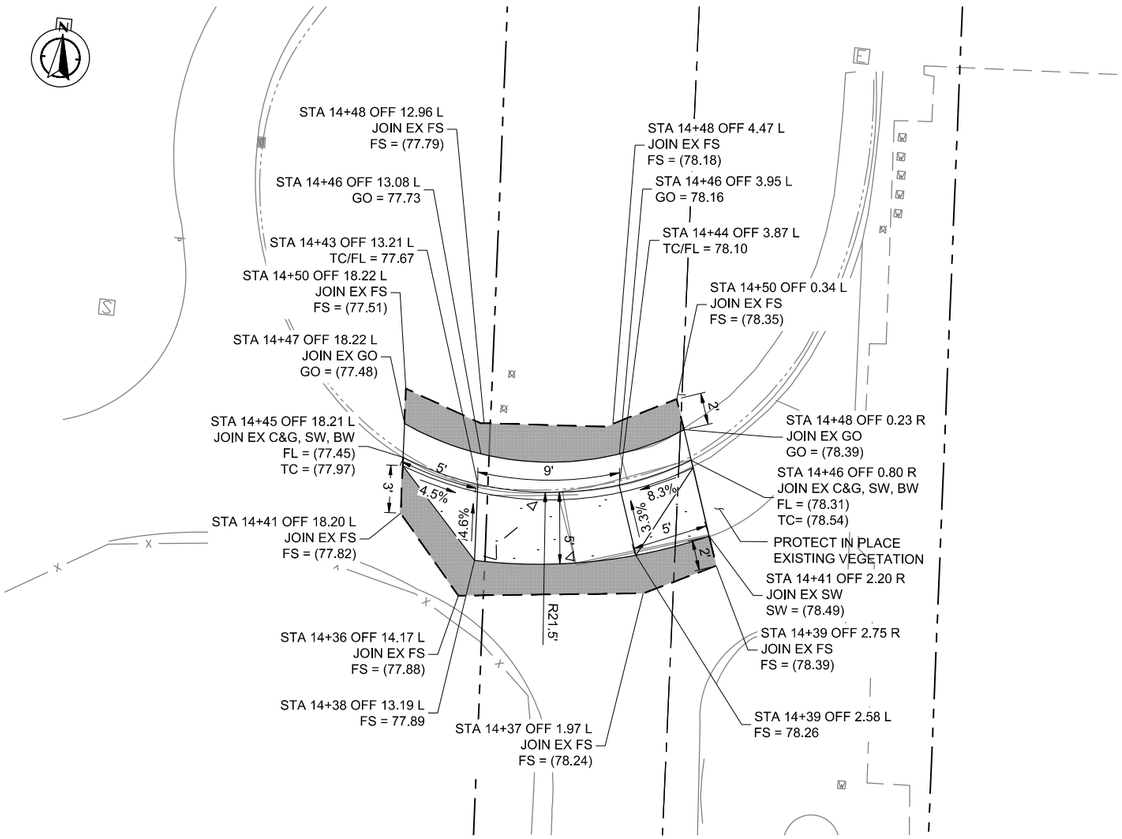
REVISION	MARK	DATE	DESCRIPTION
			APPROVAL

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-03] 9-05-24 12:50:52 PM emmakatz



7 WEST STREET AT SHARED USE PATH SOUTH RAMP

SCALE: 1" = 5'



8 WEST STREET AT SHARED USE PATH NORTH RAMP

SCALE: 1" = 5'

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR SIGNING AND STRIPING AND LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF UNDERGROUND AND ABOVE GROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. CONTRACTOR SHALL TAKE CARE DURING EXCAVATION AND PROTECT IN PLACE ALL UTILITIES ENCOUNTERED. DAMAGED UTILITY FACILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST.

UNCLASSIFIED EXCAVATION NOTES:

1. EXCAVATE EXISTING ASPHALT CONCRETE AND BASE WITHIN PAVEMENT TRENCH AREA.
2. EXCAVATE EXISTING SIDEWALK AND BASE WITHIN NEW CONSTRUCTION LIMITS.

CONSTRUCTION LEGEND:

- PCC CONCRETE SECTIONS
- GENERAL LANDSCAPING SOIL INSTALLED AT ±3" BELOW SIDEWALK GRADE.
- AC PLUG PER CONCRETE NOTE 15 ON CITY OF BERKELEY STANDARD PLAN 8144
- SAWCUT LINE

REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. HATTE — No. 81212 — CIVIL — STATE OF CALIFORNIA

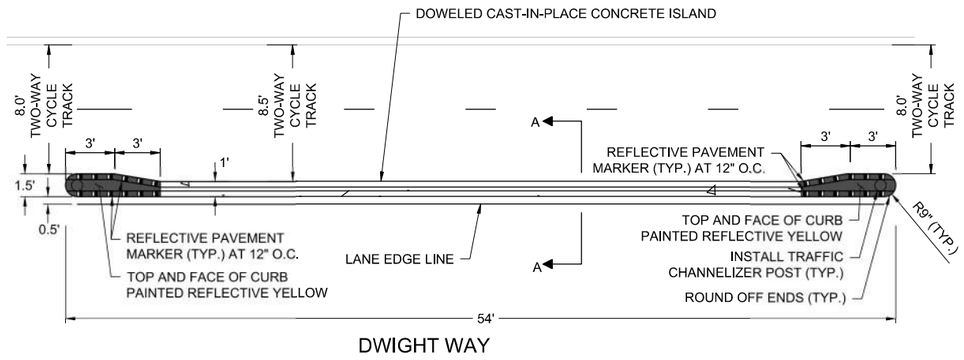
PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
SURVEY PARTY CHIEF	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	CIVIL DETAILS	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	APPROVED: DATE	CHECK SS	BOOK		Page 463	08-04
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT	DATE 9/5/2024			SHEET 12 OF 27

5 0 5 10 SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

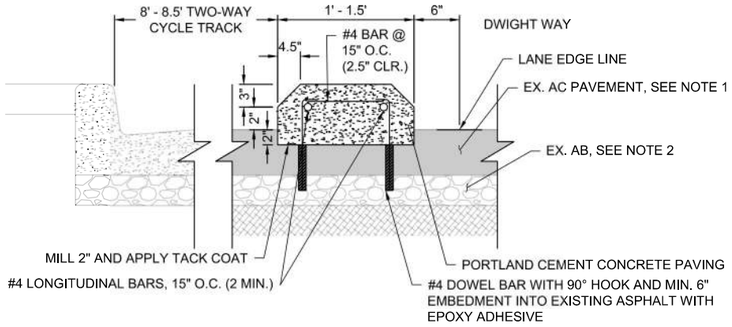
APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-04] 9-05-24 12:51:04 PM emmakatz



9 DOWELED CAST-IN-PLACE CONCRETE ISLAND

NTS



NOTES:

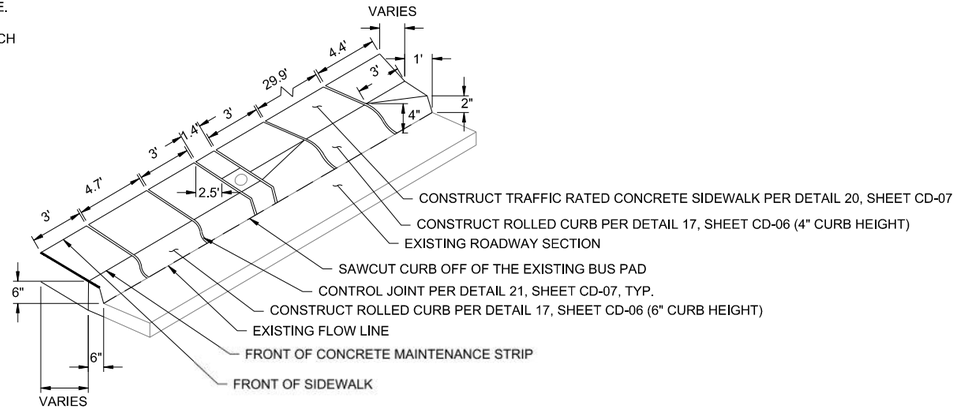
1. EX. AC PAVEMENT SHALL BE CLEANED AND CLEAR OF ANY VEGETATION OR DEBRIS AS APPROVED BY THE ENGINEER.
2. EX. BASE ROCK TO REMAIN.
3. INSTALL REBAR AT 2.5" MIN. CLEAR FROM TOP EDGE OF CONCRETE. INSTALL TWO (2) AS INDICATED AT 3' O.C.
4. INSTALL CONTROL JOINTS AT 5' O.C. AND EXPANSION JOINTS AT 10' O.C. PER DETAIL 21 AND 22 RESPECTIVELY, ON SHEET CD-07.
5. ROUND OFF ENDS AS SHOWN ON PLANS.

10 A-A CAST-IN-PLACE CONCRETE ISLAND

NTS

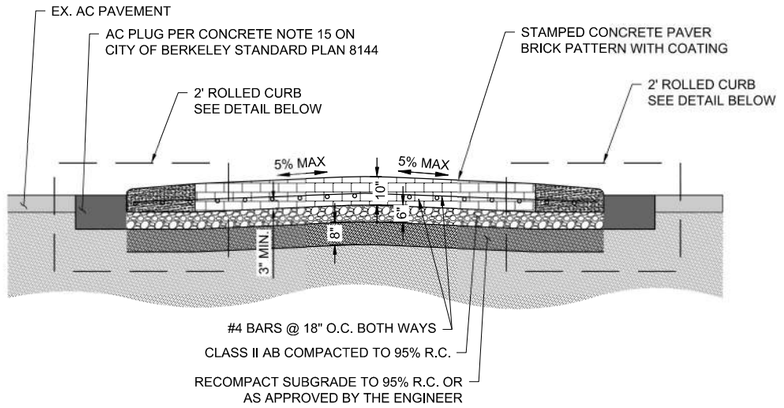
NOTES:

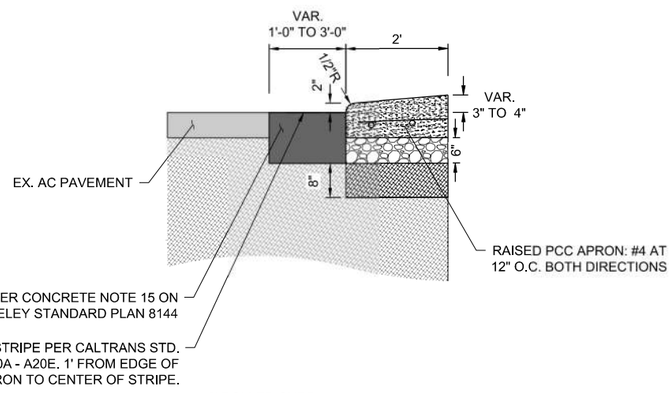
1. ALIGN FRONT OF VERTICAL, TRANSITION, AND ROLLED CURB PARALLEL TO FLOW LINE.
2. BOTH SIDES OF ROLLED CURB TO MATCH EXISTING.



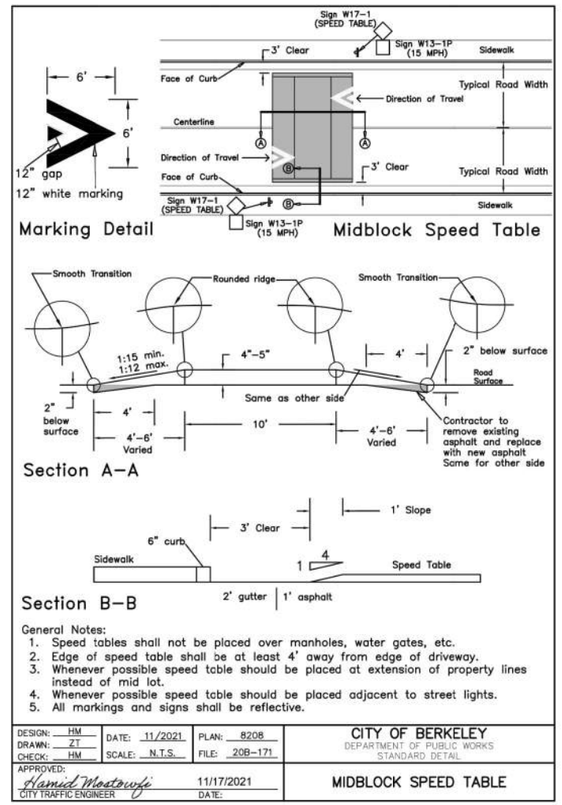
11 VERTICAL TO ROLLED CURB TRANSITION

NTS





2' ROLLED CURB



General Notes:
1. Speed tables shall not be placed over manholes, water gates, etc.
2. Edge of speed table shall be at least 4' away from edge of driveway.
3. Whenever possible speed table should be placed at extension of property lines instead of mid lot.
4. Whenever possible speed table should be placed adjacent to street lights.
5. All markings and signs shall be reflective.

DESIGN: HM DRAWN: ZT CHECK: HM	DATE: 11/2021 SCALE: N.T.S.	PLAN: 8208 FILE: 208-171	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL
APPROVED: Hamid Mostowfi CITY TRAFFIC ENGINEER	11/17/2021 DATE:		MIDBLOCK SPEED TABLE

13 CITY OF BERKELEY SPEED TABLE

NTS

12 MOUNTABLE TRAFFIC CIRCLE

NTS

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

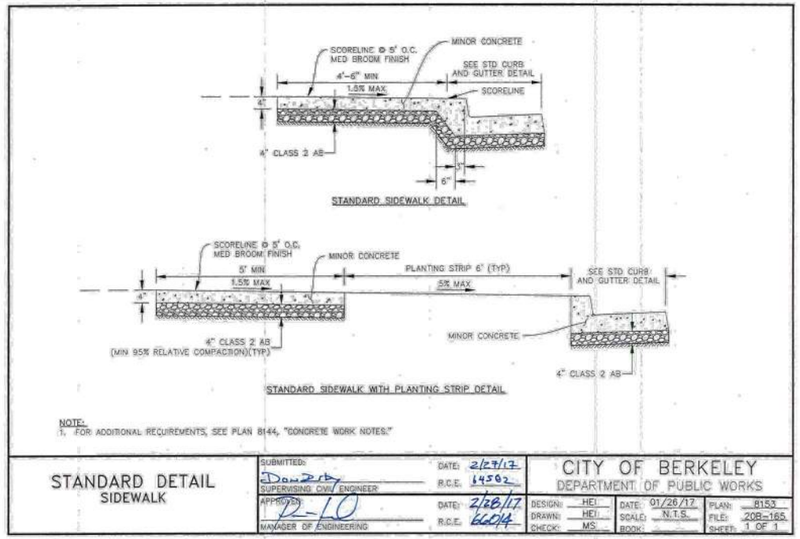
REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. HAYRE — No. 81212 — CIVIL — STATE OF CALIFORNIA

PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE SURVEY PARTY CHIEF WATERSHED REVIEW: DATE	SUBMITTED: DATE SUPERVISING ENGINEER APPROVED: DATE MANAGER OF ENGINEERING	REGISTR. EXP. R.C.E. EXP.	DESIGN EK DRAWN EK CHECK SS AS BUILT	HORIZ. VERT. BOOK DATE 9/5/2024	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY CIVIL DETAILS	PLAN 8282 FILE 503-639 CD-05 SHEET 13 OF 27

FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3)

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

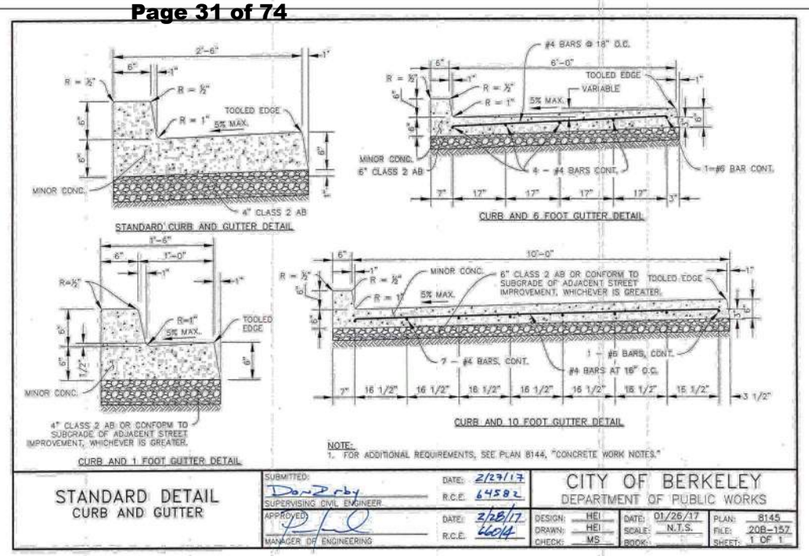
N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-05] 9-05-24 12:51:28 PM emmakatz



NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL SIDEWALK			CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	
SUBMITTED: Dan Zolly SUPERVISING CIVIL ENGINEER	DATE: 2/27/17 R.C.E. 64582	DESIGN: HEI DRAWN: HEI CHECK: MS	DATE: 01/26/17 SCALE: N.T.S. BOOK:	PLAN: 8153 FILE: 20B-165 SHEET: 1 OF 1
APPROVED: MANAGER OF ENGINEERING	DATE: 2/28/17 R.C.E. 66014			

14 CITY OF BERKELEY STANDARD SIDEWALK
NTS



NOTE:
1. FOR ADDITIONAL REQUIREMENTS, SEE PLAN 8144, "CONCRETE WORK NOTES."

STANDARD DETAIL CURB AND GUTTER			CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	
SUBMITTED: Dan Zolly SUPERVISING CIVIL ENGINEER	DATE: 2/27/17 R.C.E. 64582	DESIGN: HEI DRAWN: HEI CHECK: MS	DATE: 01/26/17 SCALE: N.T.S. BOOK:	PLAN: 8145 FILE: 20B-157 SHEET: 1 OF 1
APPROVED: MANAGER OF ENGINEERING	DATE: 2/28/17 R.C.E. 66014			

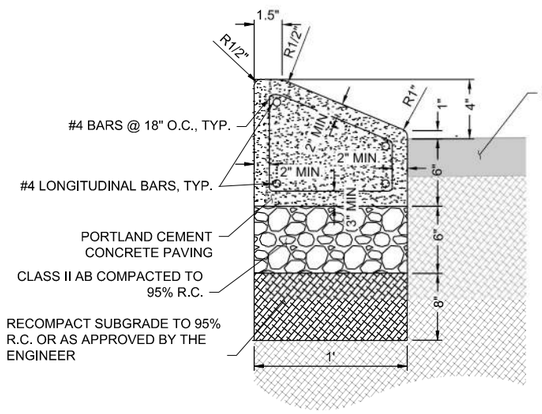
16 CITY OF BERKELEY STANDARD CURB AND GUTTER
NTS

GENERAL NOTES FOR CONCRETE FLAT WORK

1. CURB RAMPS SHALL CONFORM TO THE LATEST EDITION AND REVISED STANDARD PLAN (RSP) OF THE (CALIFORNIA DEPARTMENT OF TRANSPORTATION) STANDARD SPECIFICATIONS AND STANDARD PLAN A88A AND A88B.
2. PORTLAND CEMENT CONCRETE FOR SIDEWALK, CURB, DRIVEWAY, GUTTER AND VALLEY GUTTER SHALL BE MINOR CONCRETE CONFORMING TO THE REQUIREMENTS OF SECTION 90-2 "MINOR CONCRETE" OF THE (CALIFORNIA DEPARTMENT OF TRANSPORTATION) STANDARD SPECIFICATIONS. NO BAGGED MIX IS PERMITTED.
3. BUS PAD CONCRETE SHALL BE DESIGNED WITH A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AND SHALL BE SAMPLED (3 CYLINDERS REQ'D) AND TESTED.
4. EXISTING SUBGRADE SURFACE SHALL BE RE-GRADED (IF NECESSARY) AND RE-COMPACTED (MIN 95% RELATIVE COMPACTION) TO CONFORM TO THE GRADES SHOWN ON THE PLANS.
5. NEW CONCRETE WORK SHALL MATCH EXISTING IN FINISH, SCORE PATTERN, AND COLOR, OR AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
   a) ROSE COLORED CONCRETE SHALL CONTAIN 6 POUNDS OF DAVIS #160 (ROSE) PER CUBIC YARD.
   b) ALL OTHER CONCRETE SHALL CONTAIN 1.5 POUND OF LAMPBLACK PER CUBIC YARD.
6. NO ADMIXTURES SHALL BE USED WITHOUT APPROVAL OF THE ENGINEER.
7. CURBS, SIDEWALKS, DRIVEWAYS, AND CURB RAMPS SHALL HAVE FORMS REMOVED AND BE BACKFILLED WITHIN 3 DAYS AFTER PLACING CONCRETE. CONCRETE SHALL BE ALLOWED TO CURE FOR AT LEAST 48 HOURS PRIOR TO BACKFILLING.
8. MAXIMUM SLUMP OF FRESH CONCRETE PERMITTED IN THESE ITEMS SHALL BE 4 INCHES. SLUMP SHALL BE DETERMINED BY EITHER ASTM C-143 OR CALIFORNIA TEST METHOD NO. 520 AT THE ENGINEER'S DISCRETION. CONCRETE SHALL BE TRANSPORTED IN TRUCK MIXERS OR AGITATORS AND DISCHARGED WITHIN 70 MINUTES OF LEAVING THE PLANT.
9. WEAKENED PLANE JOINTS AT LEAST 1-1/2 INCHES DEEP AND 1/8 INCHES WIDE SHALL BE PLACED AT 10 FEET MAXIMUM SPACING.
10. EXPANSION JOINT FILLER FOR CONCRETE (BITUMINOUS TYPE) MUST BE IN COMPLIANCE WITH ASTM D 994.
11. ALL NEW CURB, SIDEWALK, VALLEY GUTTER AND DRIVEWAYS CONSTRUCTED ADJACENT TO EXISTING CONCRETE CURB OR SIDEWALK SHALL BE DOWELLED TO THE EXISTING CONCRETE. THE DOWELS SHALL BE #4 REBAR, 18 INCHES LONG AT 18 INCHES MAXIMUM SPACING. DOWELS SHALL BE EMBEDDED A MINIMUM OF 8-INCHES IN A 5/8 INCH DRILLED HOLE (EXIST. CONC.).
12. SIDEWALK SHALL BE CONSTRUCTED WITH EXPANSION JOINTS AT EACH BEGINNING OF CURVE (BC) AND END OF CURVE (EC).
13. CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS SHALL BE GIVEN A MEDIAN BROOM FINISH. THE SURFACE SHALL FIRST BE GIVEN A FLOATED FINISH AND FINAL TROWELING SHALL BE DONE WITH A STEEL TROWEL. THE FINISHED SURFACE SHALL BE FREE OF ALL TROWEL MARKS AND SHALL BE UNIFORM IN TEXTURE AND APPEARANCE. BROOM TEXTURE SHALL BE IN THE LONGITUDINAL DIRECTION.
14. CLASS 2 AGGREGATE BASE (CL 2 AB) SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS (LATEST EDITION) AND SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% RELATIVE COMPACTION.
15. EXISTING ASPHALT CONCRETE SHALL BE SAWCUT, REMOVED AND RECONSTRUCTED FOR A MINIMUM OF 2-FEET WITHIN EDGES OF CONCRETE WORK. HOT MIX ASPHALT SHALL BE A MINIMUM THICKNESS OF 8" AND CL 2 AB SHALL MATCH EXISTING THICKNESS, AS APPROVED BY THE CITY ENGINEER. SEE PLAN 8148 "CURB AND GUTTER RETROFIT" FOR ADDITIONAL REQUIREMENTS.

CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS			STANDARD DETAIL CONCRETE WORK NOTES	
SUBMITTED: Dan Zolly SUPERVISING CIVIL ENGINEER	DATE: 2/27/17 R.C.E. 64582	DESIGN: HEI DRAWN: HEI CHECK: MS	DATE: 01/26/17 SCALE: N.T.S. BOOK:	PLAN: 8144 FILE: 20B-156 SHEET: 1 OF 1
APPROVED: MANAGER OF ENGINEERING	DATE: 2/28/17 R.C.E. 66014			

15 CITY OF BERKELEY CONCRETE WORK NOTES
NTS



NOTES:
1. TO BE USED ONLY WITH SPECIAL PERMISSION FROM THE CITY ENGINEER.
2. FOR ADDITIONAL REQUIREMENTS, SEE CITY OF BERKELEY PLAN 8144, "CONCRETE WORK NOTES."

17 MODIFIED ROLLED CURB (4"AND 6" CURB HEIGHT)
NTS

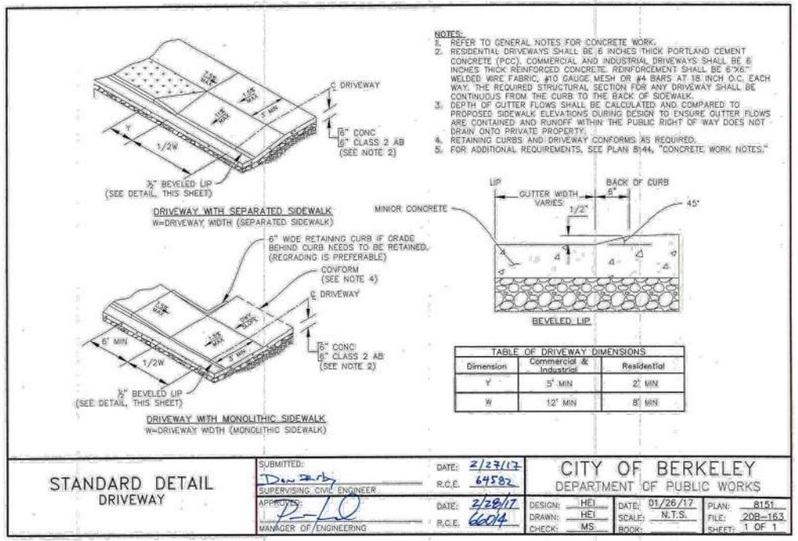
REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HAYE No. 81212 CIVIL STATE OF CALIFORNIA

PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: SURVEY PARTY CHIEF DATE	SUBMITTED: SUPERVISING ENGINEER DATE REGISTR. EXP.	DESIGN EK DRAWN EK CHECK AH AS BUILT	HORIZ. VERT. BOOK DATE 9/5/2024	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY CIVIL DETAILS	PLAN 8282 FILE 503-639 CB-06 SHEET 14 OF 27
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	APPROVED: MANAGER OF ENGINEERING DATE R.C.E. EXP.					

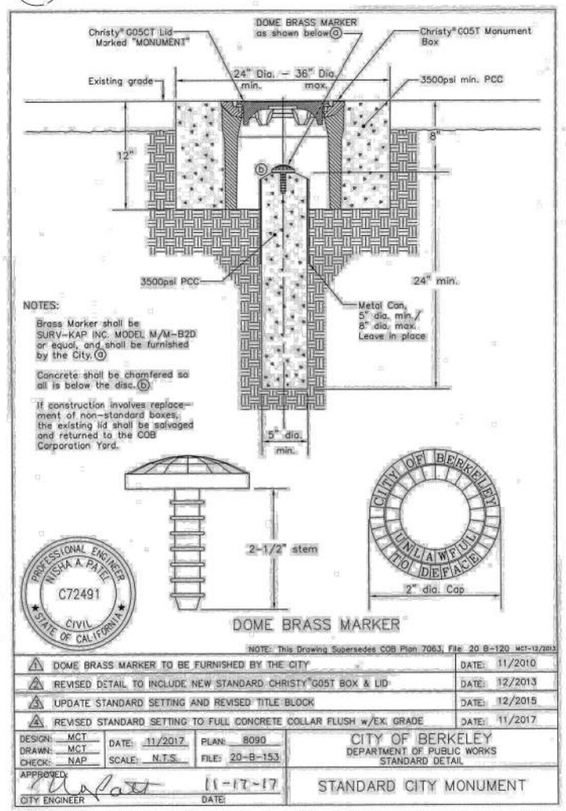
alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REVISION	MARK	DATE	DESCRIPTION	APPROVAL

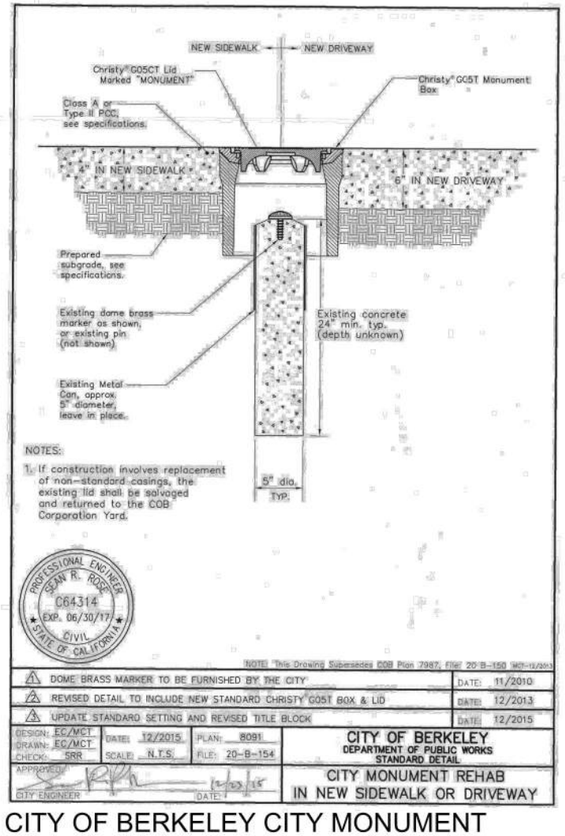
N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-06] 9-05-24 12:51:36 PM emmakatz



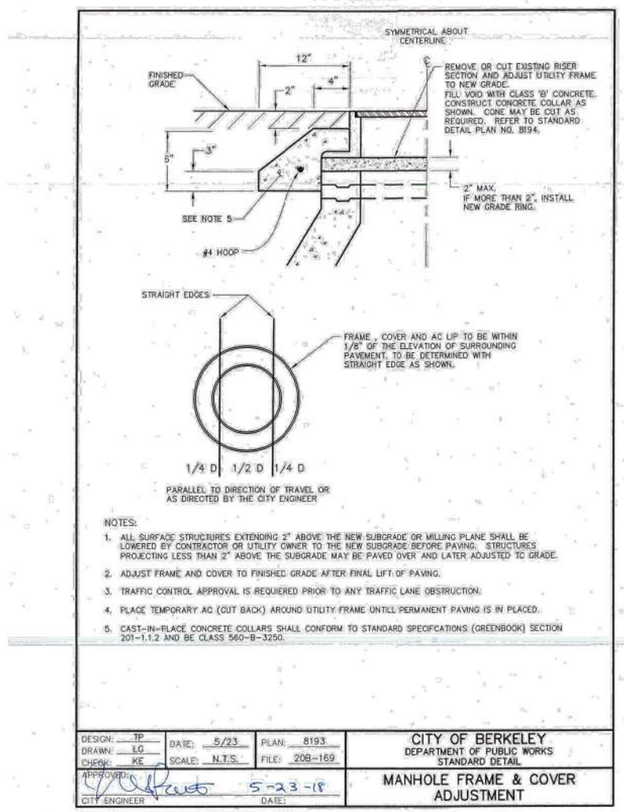
18 CITY OF BERKELEY STANDARD DRIVEWAY
NTS



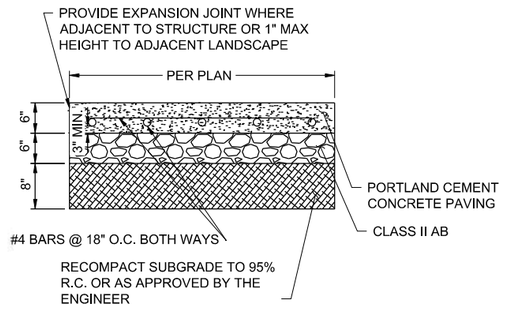
19 CITY OF BERKELEY STANDARD CITY MONUMENT
NTS



CITY OF BERKELEY CITY MONUMENT INSTALLATION IN NEW SIDEWALK OR DRIVEWAY
23 NTS



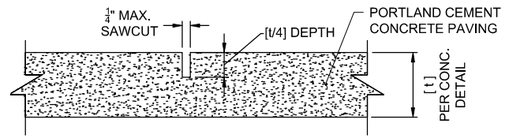
24 CITY OF BERKELEY MANHOLE COVER ADJUSTMENT
NTS



NOTES:

1. ALL TREAD SURFACES SHALL BE SLIP RESISTANT.

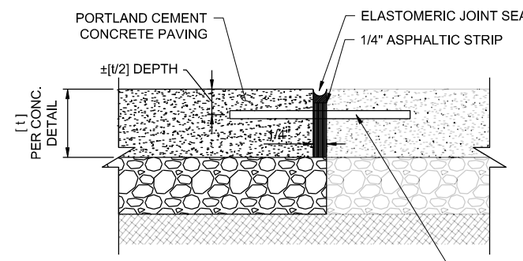
20 TRAFFIC RATED CONCRETE SIDEWALK
NTS



NOTES:

1. CONTROL JOINTS SHALL BE CONSTRUCTED AT 5' ON CENTER.
2. CONSTRUCT SAWCUT CONTROL JOINTS WITHIN 24 HOURS OF POUR.
3. SEE LAYOUT PLANS FOR LOCATION OF CONTROL JOINTS.

CONTROL JOINT FOR PEDESTRIAN AND TRAFFIC RATED CONCRETE PAVEMENT
21 NTS



FOR TRAFFIC RATED CONCRETE USE #4 X 18" LONG SMOOTH DOWEL @ 18" O.C., EMBED 8" MIN. INTO EX. CONC. AT CONFORM

NOTES:

1. EXPANSION JOINTS TO BE INSTALLED AT 10' ON CENTER.
2. PROVIDE DOWEL CAP IN NEW CONCRETE END TO ALLOW MOVEMENT IN JOINT.

EXPANSION JOINT FOR PEDESTRIAN AND TRAFFIC RATED CONCRETE PAVEMENT
22 NTS

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. TAAFFE
No. 81212
CIVIL
STATE OF CALIFORNIA

DATE _____
PROJECT MANAGER
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DEPICTION OF MONUMENTS: DATE _____
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE _____

SUBMITTED: DATE _____
SUPERVISING ENGINEER
APPROVED: DATE _____
MANAGER OF ENGINEERING
REGISTR. EXP. _____
R.C.E. EXP. _____

DESIGN EK
DRAWN EK
CHECK AH
AS BUILT _____
HORIZ. _____
VERT. _____
BOOK _____
DATE 9/5/2024

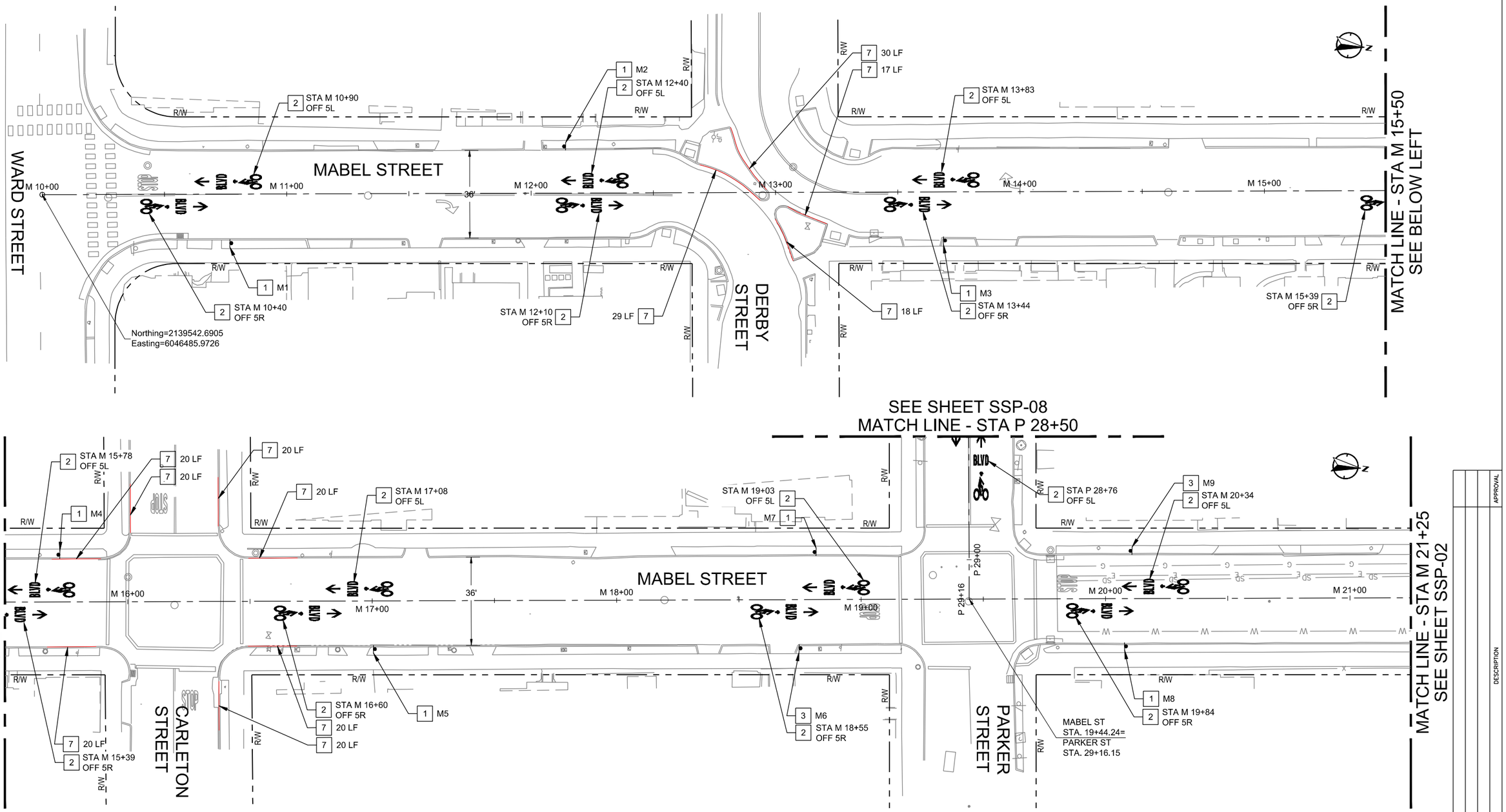
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

PARKER ST. TO ADDISON ST. BIKEWAY
CIVIL DETAILS

PLAN 8282
FILE 503-639
CD-07
SHEET 15 OF 27

APPROVAL | DATE | MARK | REVISION | DESCRIPTION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-DET.dwg [CD-07] 9-05-24 12:52:00 PM emmakatz



STRIPING NOTES:

1. FURNISH AND INSTALL TYPE 1A SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-03 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.
2. INSTALL BICYCLE BOULEVARD MARKING PER DETAIL 1, SHEET D-01.
3. FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.
7. INSTALL RED CURB PAINT ON EXISTING CURB, LENGTH PER PLANS.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

REGISTERED PROFESSIONAL ENGINEER — A. STILEY P. TAYLOR — No. 81212 — CIVIL — STATE OF CALIFORNIA

SCALE 20 0 10 20 40 FEET — PLAN SCALE

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
PROJECT MANAGER	SURVEY PARTY CHIEF	APPROVED: REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	SIGNING & STRIPING PLANS	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	SUPERVISING ENGINEER DATE	CHECK AH	BOOK		Page 467	SHEET 16 OF 27
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT	DATE 9/5/2024			

REVISION	MARK	DATE	DESCRIPTION	APPROVAL

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [16 SSP-01] 9-05-24 12:53:04 PM emmakatz

STRIPING NOTES:

(XX) INSTALL STRIPING DETAIL NUMBER PER CALTRANS STD. PLANS A20A - A20E.

(-) INSTALL ROMAN NUMERAL ARROW PAVEMENT MARKINGS PER CALTRANS STD. PLAN A24A.

1 FURNISH AND INSTALL TYPE 1A SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-03 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.

2 INSTALL BICYCLE BOULEVARD MARKING PER DETAIL 1, SHEET D-01.

3 FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.

5 FURNISH AND INSTALL NEW SIGN PER MUTCD STANDARDS, DETAIL 14, SHEET D-03.

6 INSTALL TWO-WAY CLASS IV BIKE LANE PER DETAIL 3, SHEET D-01.

7 INSTALL RED CURB PAINT ON EXISTING CURB, LENGTH PER PLANS.

8 INSTALL INTERSECTION CONFLICT MARKINGS PER DETAIL 4, SHEET D-01. WIDTH PER PLANS.

9 INSTALL 12" ADVANCED LIMIT LINE WITH STOP MARKING PER DETAIL 5, SHEET D-01.

14 INSTALL TRIPLE FOUR CROSSWALK PER DETAIL 9, SHEET D-02.

15 INSTALL TWO STAGE TURN QUEUE BOX PER DETAIL 10, SHEET D-02.

16 REMOVE EXISTING SIGN.

17 INSTALL WHITE DIAGONAL PAVEMENT STRIPING @ 20' O.C.

18 INSTALL LEFT TURN BICYCLE BOULEVARD MARKING PER DETAIL 2, SHEET D-01.

19 BEGIN OR END LANE TAPER. LOCATION AND LENGTH PER PLANS.

22 INSTALL DIRECTIONAL BIKE MARKING PER DETAIL 12, SHEET D-02.

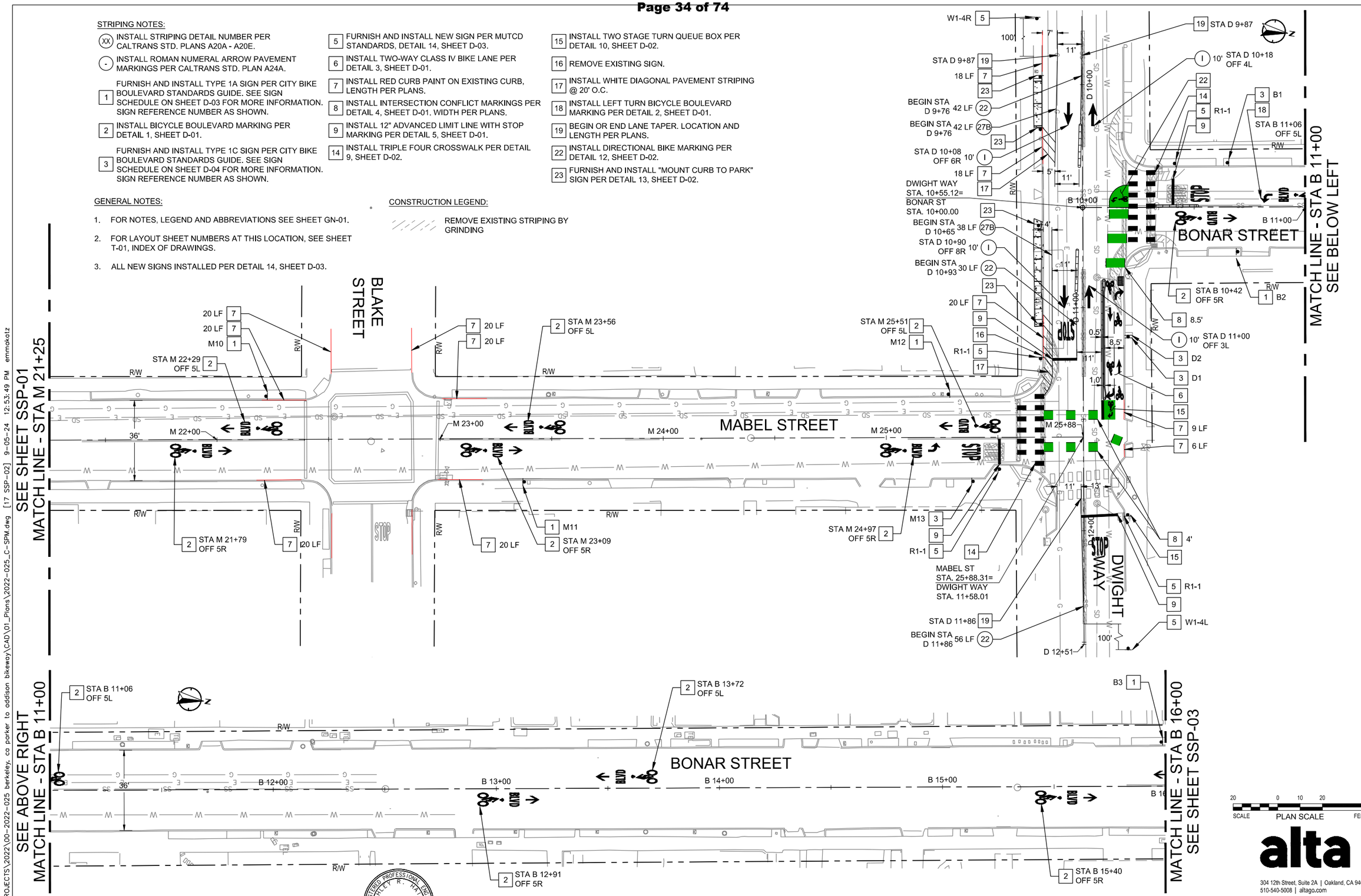
23 FURNISH AND INSTALL "MOUNT CURB TO PARK" SIGN PER DETAIL 13, SHEET D-02.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

CONSTRUCTION LEGEND:

REMOVE EXISTING STRIPING BY GRINDING



REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. HARE
No. 81212
CIVIL
STATE OF CALIFORNIA

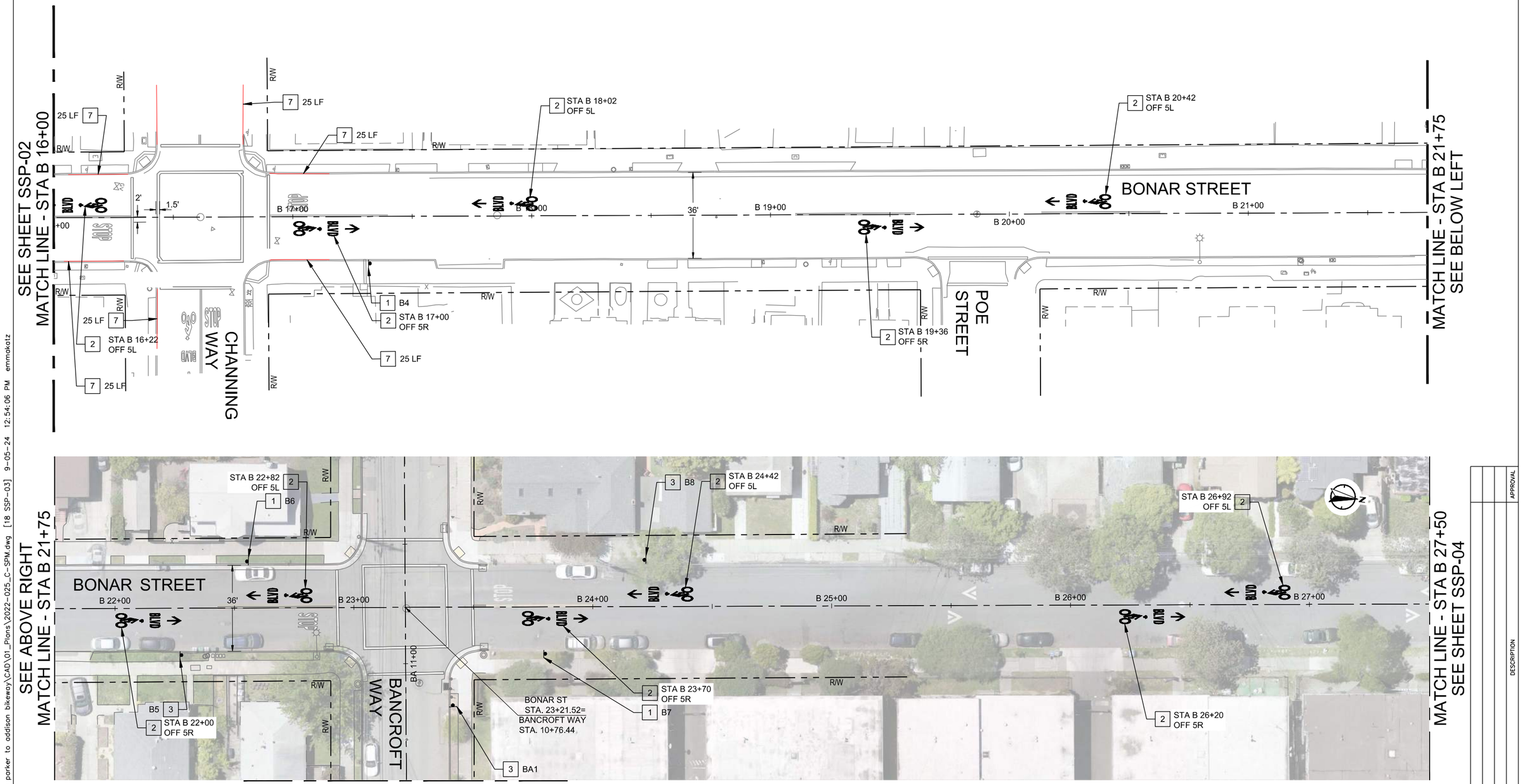
PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
SURVEY PARTY CHIEF	WATERSHED REVIEW: DATE	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	SIGNING & STRIPING PLANS	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES		APPROVED: DATE R.C.E. EXP.	CHECK AH	BOOK			38-02
		MANAGER OF ENGINEERING	AS BUILT	DATE 9/5/2024			SHEET 7 OF 27

20 0 10 20 40
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [17 SSP-02] 9-05-24 12:53:49 PM emmakatz



STRIPING NOTES:

1. FURNISH AND INSTALL TYPE 1A SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-03 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.
2. INSTALL BICYCLE BOULEVARD MARKING PER DETAIL 1, SHEET D-01.
3. FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.
7. INSTALL RED CURB PAINT ON EXISTING CURB, LENGTH PER PLANS.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HATHE No. 81212 CIVIL STATE OF CALIFORNIA

PROJECT MANAGER — DATE

DEPICTION OF MONUMENTS: — DATE
SURVEY PARTY CHIEF

WATERSHED REVIEW: — DATE

SUBMITTED: — DATE
SUPERVISING ENGINEER

APPROVED: — DATE
MANAGER OF ENGINEERING

REGISTR. EXP.
R.C.E. EXP.

0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DESIGN	EK	HORIZ.	
DRAWN	EK	VERT.	
CHECK	AH	BOOK	
AS BUILT		DATE	9/5/2024

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

PARKER ST. TO ADDISON ST. BIKEWAY
SIGNING & STRIPING PLANS

PLAN 8282
FILE 503-639
SSP-03
SHEET 18 OF 27

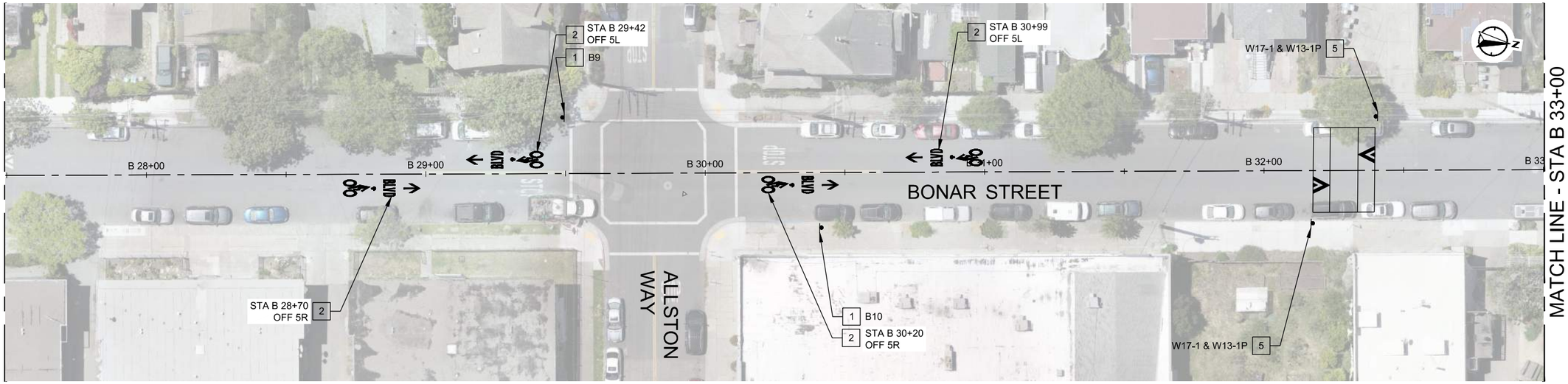
Page 469

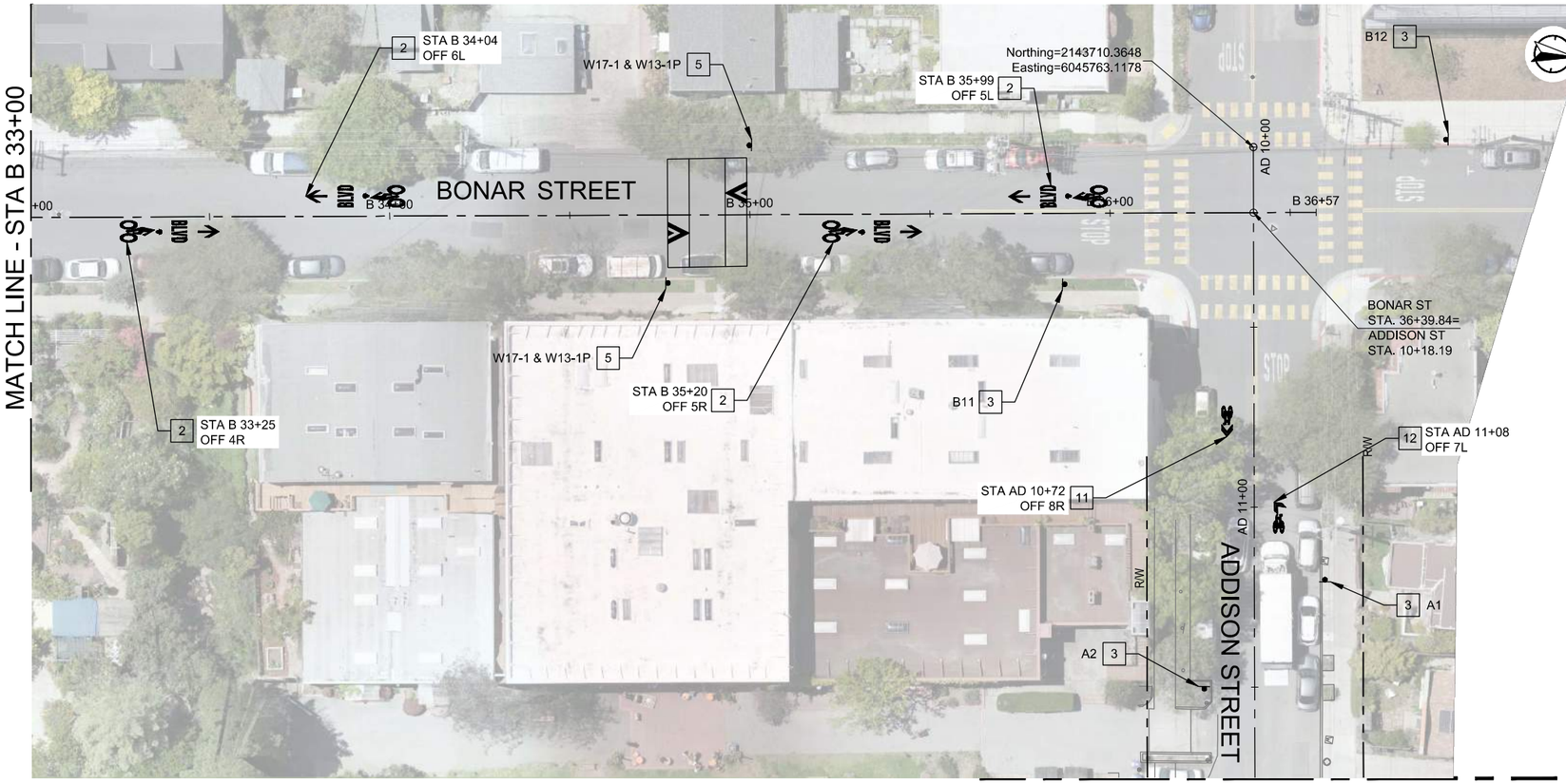
20 0 10 20 40
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [18 SSP-03] 9-05-24 12:54:06 PM emmakatz





STRIPING NOTES:

1. FURNISH AND INSTALL TYPE 1A SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-03 FOR MORE INFORMATION SIGN REFERENCE NUMBER AS SHOWN.
2. INSTALL BICYCLE BOULEVARD MARKING PER DETAIL 1, SHEET D-01.
3. FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION SIGN REFERENCE NUMBER AS SHOWN.
5. FURNISH AND INSTALL NEW SIGN PER MUTCD STANDARDS, DETAIL 14, SHEET D-03.
11. INSTALL SHARED LANE MARKING PER DETAIL 6, SHEET D-01.
12. INSTALL TURNING SHARED LANE MARKING PER DETAIL 7, SHEET D-01.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

APPROVAL	DESCRIPTION	DATE	MARK	REVISION

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. HATFIELD
No. 81212
CIVIL
STATE OF CALIFORNIA

DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY SIGNING & STRIPING PLANS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____			FILE 503-639
		REGISTR. EXP. ____ R.C.E. EXP. ____	CHECK AH	BOOK ____			SSP-04
			AS BUILT ____	DATE 9/5/2024			SHEET 19 OF 27

20 0 10 20 40
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [19 SSP-04] 9-05-24 12:54:49 PM emmakatz

SEE SHEET SSP-03
MATCH LINE - STA BA 11+50

BA2 3

R/W

BANCROFT WAY

BA 12+00

BA 12+45

S 10+00

3 SC1

21

BANCROFT WAY
STA. 12+14.92=
STRAWBERRY CREEK
STA. 10+00.00

S 11+00

S 12+00

S 13+00

STRAWBERRY
CREEK
PARK

PC: 13+71.39

PT: 14+04.28

PT: 13+81.16

PC: 13+94.33

S 14+00

21

MATCH LINE - STA S 14+25
SEE BELOW LEFT

SEE ABOVE RIGHT
MATCH LINE - STA S 14+25

PC: 14+84.25

PT: 14+92.77

S 15+00

PC: 15+15.99

PT: 15+24.52

PC: 15+90.01

S 16+00

STRAWBERRY
CREEK
PARK

RAMP CSP 76.17

76.81 RAMP CSP

PT: 16+22.17

ALLSTON
WAY

R/W

13

3 W2

W1 3

4"

4"

W 10+00

S 10+90

W 11+00

WEST STREET

W 12+00

W 13+00

21

WEST STREET
STA. 10+00.00=
STRAWBERRY CREEK
STA. 16+89.83

STRAWBERRY
CREEK
PARK

MATCH LINE - STA A 13+75
SEE SHEET SSP-06

N

STRIPING NOTES:

3 FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.

13 INSTALL GREEN PAINT WITH BIKE SYMBOLS PER DETAIL 8, SHEET D-01.

21 FURNISH AND INSTALL "PEDESTRIAN TRAFFIC" WARNING SIGN PER DETAIL 11, SHEET D-02.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R HATTE
No. 81212
CIVIL
STATE OF CALIFORNIA

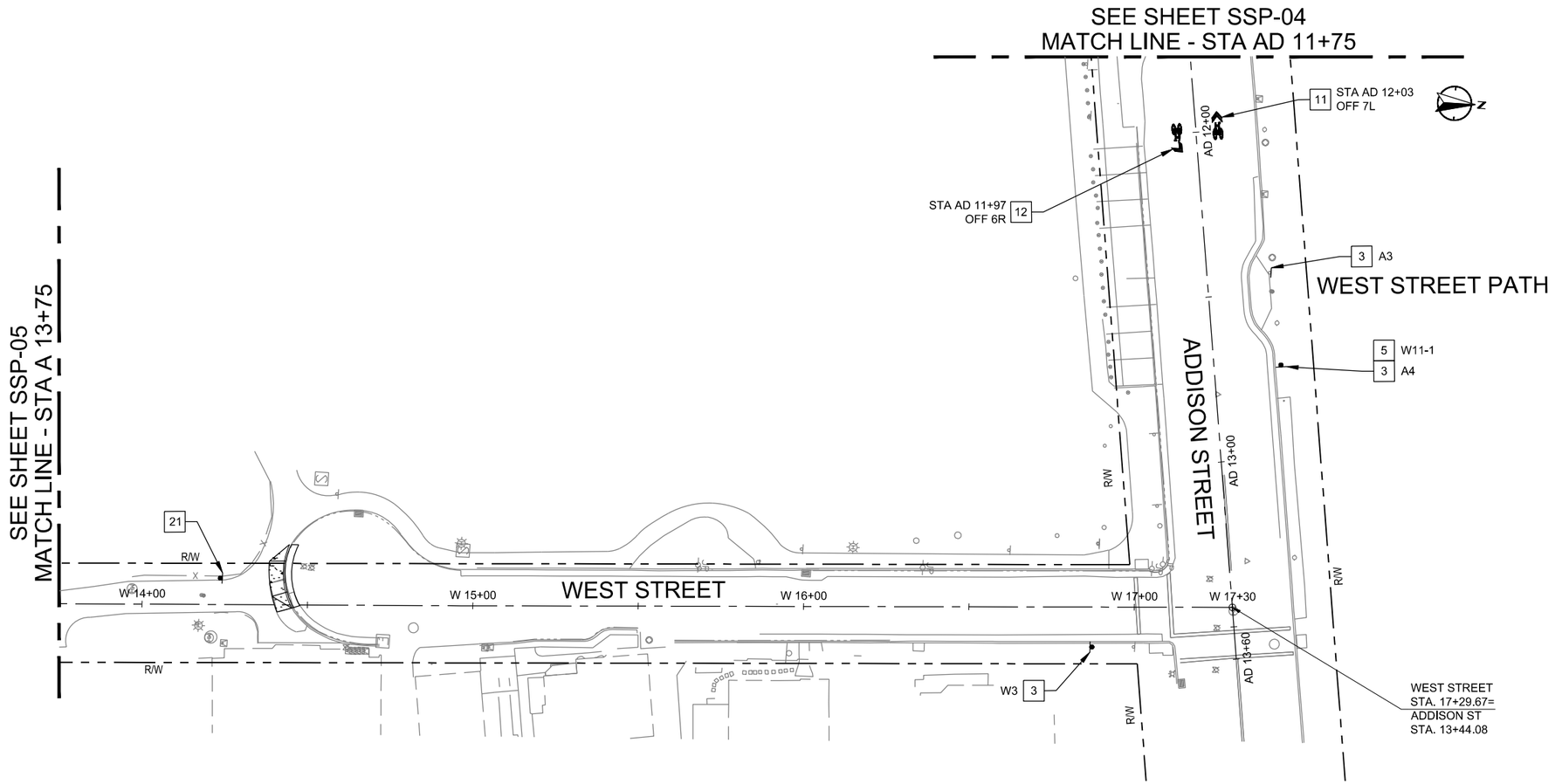
20 0 10 20 40
SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
SURVEY PARTY CHIEF		SUPERVISING ENGINEER REG/STR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	SIGNING & STRIPING PLANS	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	APPROVED: DATE	CHECK AH	BOOK			SSP-05
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT DATE 9/5/2024				SHEET 20 OF 27

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [20 SSP-05] 9-05-24 12:55:42 PM emmakatz



STRIPING NOTES:

3 FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.

5 FURNISH AND INSTALL NEW SIGN PER MUTCD STANDARDS, DETAIL 14, SHEET D-03.

11 INSTALL SHARED LANE MARKING PER DETAIL 6, SHEET D-01.

12 INSTALL TURNING SHARED LANE MARKING PER DETAIL 7, SHEET D-01.

21 FURNISH AND INSTALL "PEDESTRIAN TRAFFIC" WARNING SIGN PER DETAIL 11, SHEET D-02.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HAYE No. 81212 CIVIL STATE OF CALIFORNIA

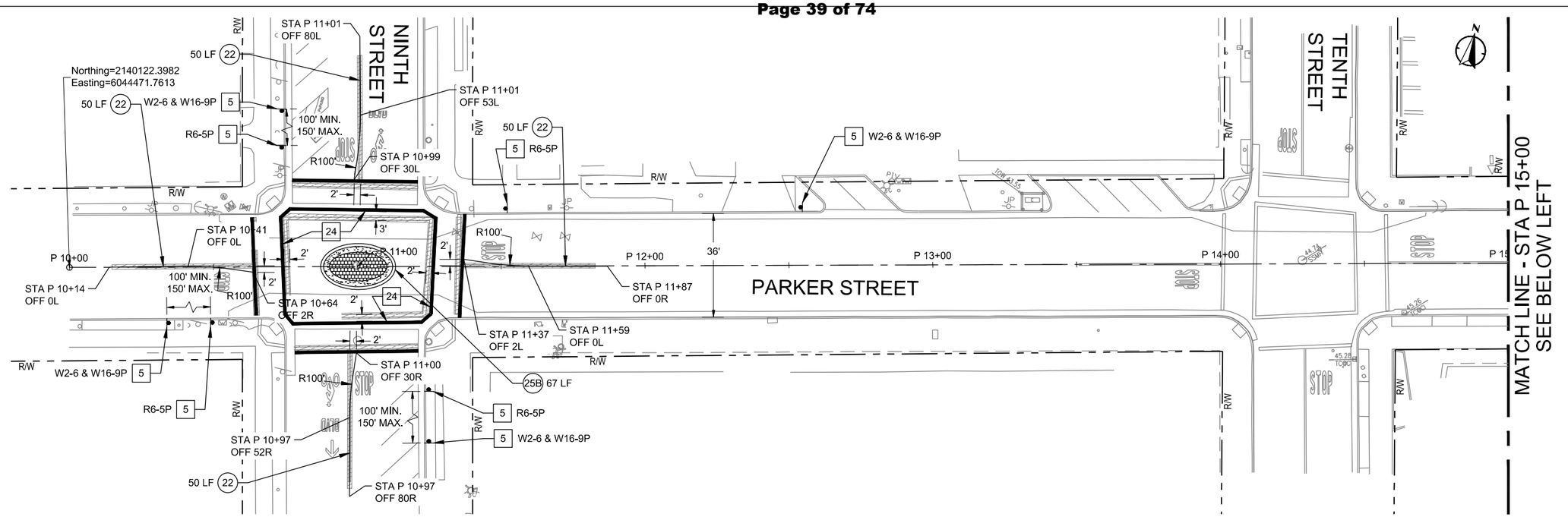
DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY SIGNING & STRIPING PLANS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____			FILE 503-639 555-06
			CHECK AH	BOOK ____			SHEET 21 OF 27
			AS BUILT ____	DATE 9/5/2024			

20 0 10 20 40 SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REVISION	MARK	DATE	DESCRIPTION	APPROVAL

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [21 SSP-06] 9-05-24 12:56:12 PM emmakatz



STRIPING NOTES:

(XX) INSTALL STRIPING DETAIL NUMBER PER CALTRANS STD. PLANS A20A - A20E.

1 FURNISH AND INSTALL TYPE 1A SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-03 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.

2 INSTALL BICYCLE BOULEVARD MARKING PER DETAIL 1, SHEET D-01.

5 FURNISH AND INSTALL NEW SIGN PER MUTCD STANDARDS, DETAIL 14, SHEET D-03.

24 INSTALL BASIC CROSSWALK PER DETAIL 9, SHEET D-02.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

CONSTRUCTION LEGEND:

REMOVE EXISTING STRIPING BY GRINDING

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HATTE No. 81212 CIVIL STATE OF CALIFORNIA

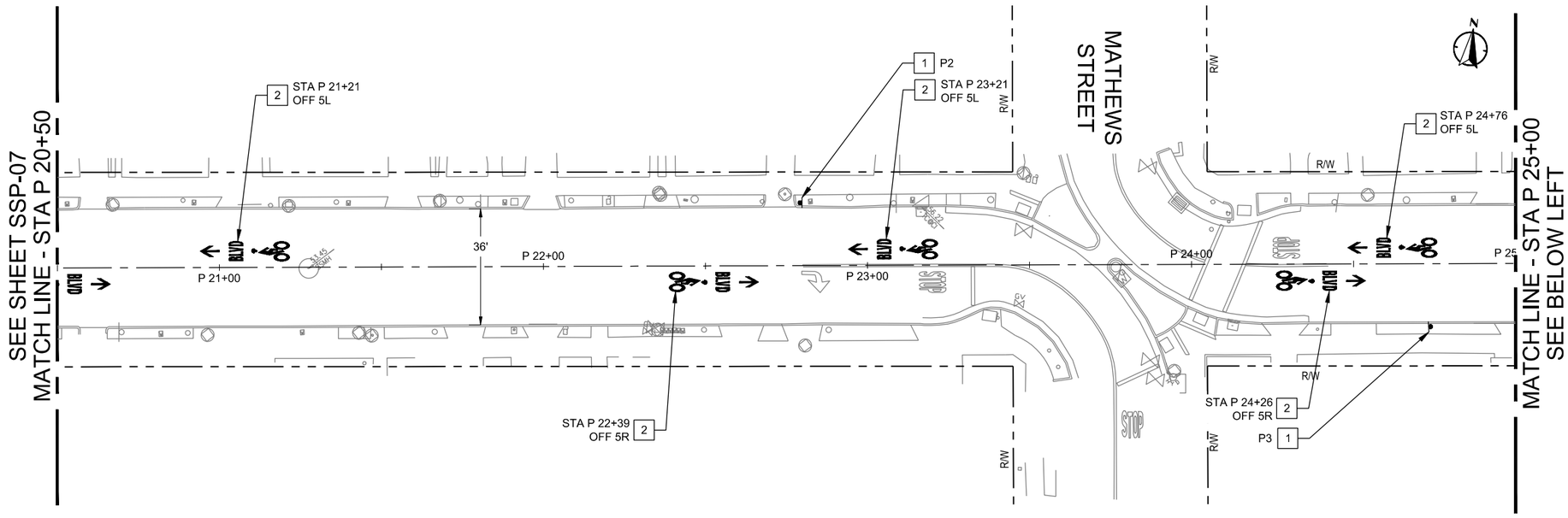
PROJECT MANAGER DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY
SURVEY PARTY CHIEF	WATERSHED REVIEW: DATE	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	SIGNING & STRIPING PLANS
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES		APPROVED: DATE	CHECK AH	BOOK		PLAN 8282
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT	DATE 9/5/2024		FILE 503-639 SSP-07
						SHEET 22 OF 27

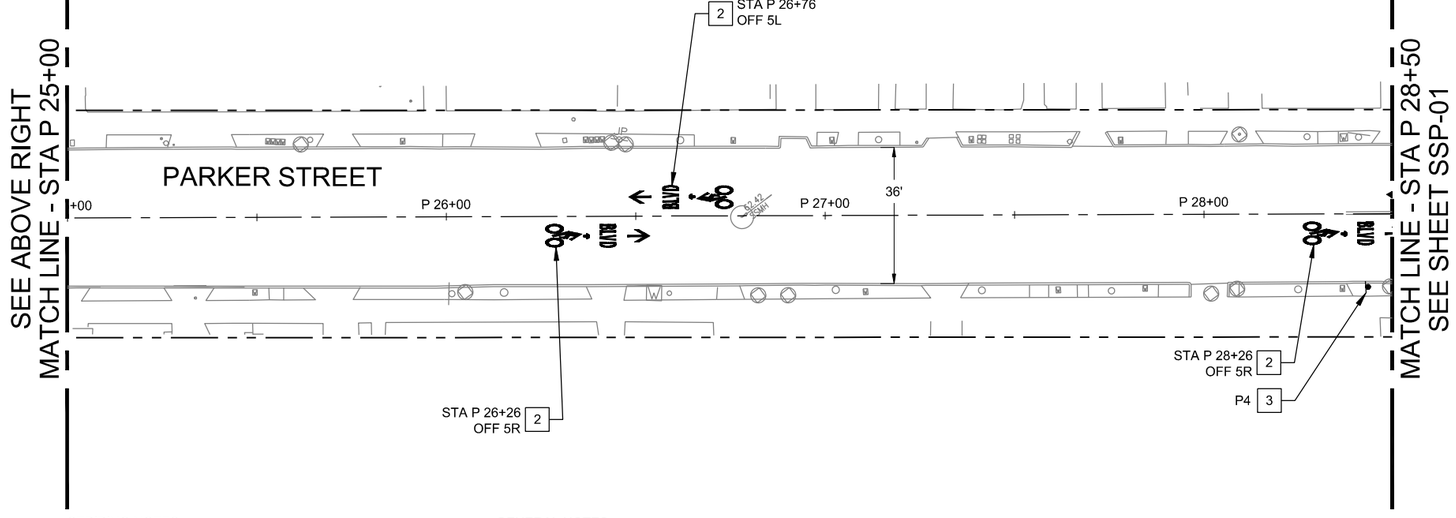
20 0 10 20 40 SCALE PLAN SCALE FEET

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [22 SSP-07] 9-05-24 12:56:38 PM emmakatz





STRIPING NOTES:

1. FURNISH AND INSTALL TYPE 1A SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE, SEE SIGN SCHEDULE ON SHEET D-03 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.
2. INSTALL BICYCLE BOULEVARD MARKING PER DETAIL 1, SHEET D-01.
3. FURNISH AND INSTALL TYPE 1C SIGN PER CITY BIKE BOULEVARD STANDARDS GUIDE. SEE SIGN SCHEDULE ON SHEET D-04 FOR MORE INFORMATION. SIGN REFERENCE NUMBER AS SHOWN.

GENERAL NOTES:

1. FOR NOTES, LEGEND AND ABBREVIATIONS SEE SHEET GN-01.
2. FOR LAYOUT SHEET NUMBERS AT THIS LOCATION, SEE SHEET T-01, INDEX OF DRAWINGS.
3. ALL NEW SIGNS INSTALLED PER DETAIL 14, SHEET D-03.

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HAYRE No. 81212 CIVIL STATE OF CALIFORNIA

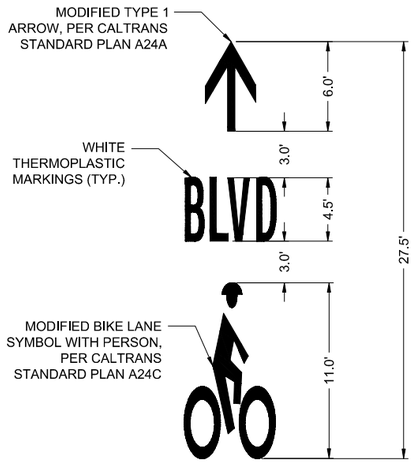
DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY SIGNING & STRIPING PLANS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____			FILE 503-639 SSP-08
		REGISTR. EXP. ____	CHECK AH	BOOK ____			SHEET 23 OF 27
		DATE ____ R.C.E. EXP. ____	AS BUILT ____	DATE 9/5/2024			

20 0 10 20 40 SCALE PLAN SCALE FEET

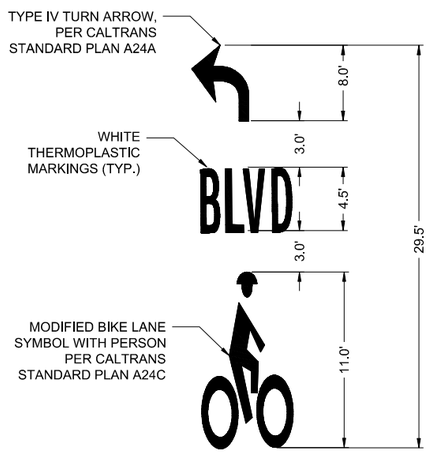
alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

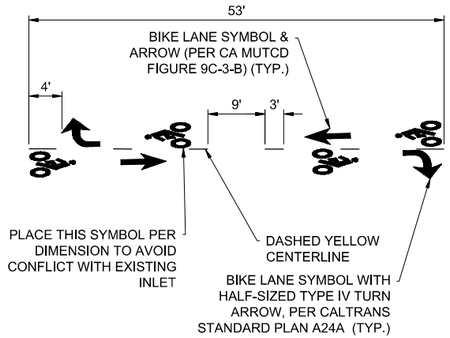
N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_C-SPM.dwg [23 SSP-08] 9-05-24 12:57:06 PM emmakatz



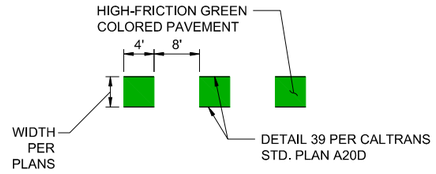
1 BICYCLE BLVD PAVEMENT MARKING
NTS



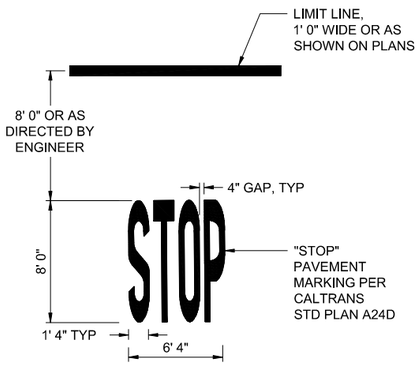
2 LEFT TURN BICYCLE BLVD PAVEMENT MARKING
NTS



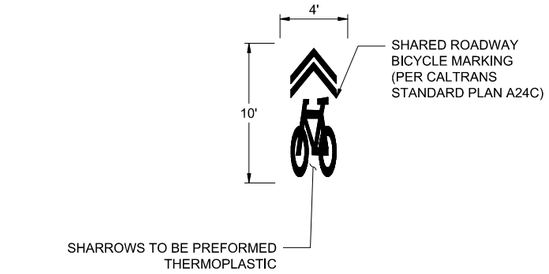
3 TWO-WAY CLASS IV BIKE LANE
NTS



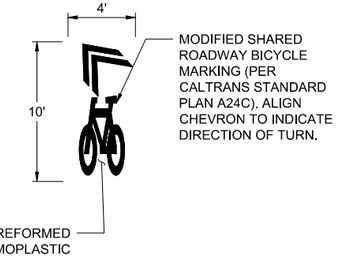
4 INTERSECTION CONFLICT MARKINGS
NTS



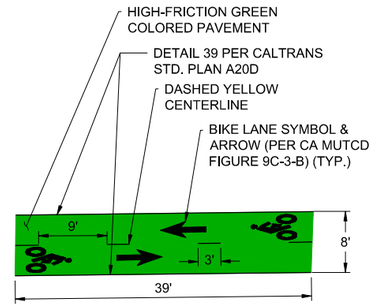
5 ADVANCED LIMIT LINE WITH STOP MARKING
NTS



6 SHARED LANE MARKING
NTS



7 TURNING SHARED LANE MARKING
NTS



8 GREEN BACKED TWO-WAY BIKE FACILITY
NTS

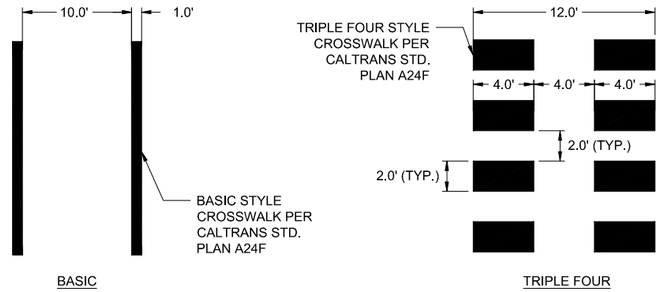
alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

REGISTERED PROFESSIONAL ENGINEER ASHLEY R. HATTER No. 81212 CIVIL STATE OF CALIFORNIA

PROJECT MANAGER — DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EK	HORIZ.	CITY OF BERKELEY	PARKER ST. TO ADDISON ST. BIKEWAY	PLAN 8282
SURVEY PARTY CHIEF	WATERSHED REVIEW: DATE	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EK	VERT.	DEPARTMENT OF PUBLIC WORKS	SIGNING & STRIPING DETAILS	FILE 503-639
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES		APPROVED: DATE	CHECK AH	BOOK			DET 01
		MANAGER OF ENGINEERING R.C.E. EXP.	AS BUILT	DATE 9/5/2024			SHEET 24 OF 27

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_T-DET.dwg [24 D-01] 9-05-24 12:57:40 PM emmokatz



NOTES:

1. CROSSWALK MARKINGS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
2. CROSSWALK MARKINGS SHALL BE WHITE IN COLOR, UNLESS NOTED OTHERWISE.

9 HIGH VISIBILITY CROSSWALK

NTS

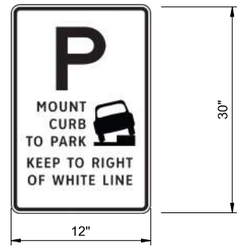


NOTES:

1. CONTRACTOR TO SUBMIT SHOP DRAWINGS WITH TEXT SIZE, COLOR AND DIMENSIONS FOR ENGINEER APPROVAL PRIOR TO CONSTRUCTION

11 PEDESTRIAN TRAFFIC WARNING SIGN

NTS

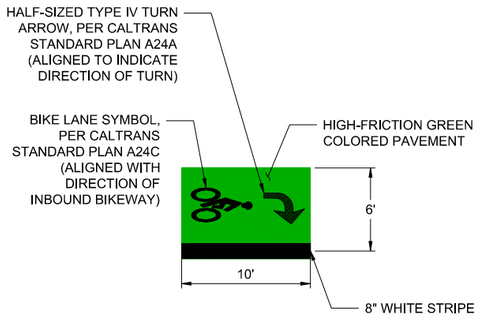


NOTES:

1. CONTRACTOR TO SUBMIT SHOP DRAWINGS WITH TEXT SIZE, COLOR AND DIMENSIONS FOR ENGINEER APPROVAL PRIOR TO CONSTRUCTION

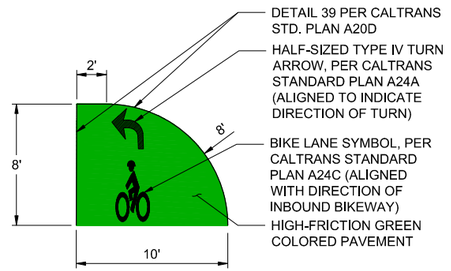
13 MOUNT CURB TO PARK SIGN

NTS



10 TWO STAGE QUEUE BOX

NTS



12 DIRECTIONAL BIKE MARKING

NTS

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. HARTER — No. 81212 — CIVIL — STATE OF CALIFORNIA

DATE ____ PROJECT MANAGER	DEPICTION OF MONUMENTS: DATE ____ SURVEY PARTY CHIEF	SUBMITTED: DATE ____ SUPERVISING ENGINEER	DESIGN EK	HORIZ. ____	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	PARKER ST. TO ADDISON ST. BIKEWAY SIGNING & STRIPING DETAILS	PLAN 8282
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE ____	APPROVED: DATE ____ MANAGER OF ENGINEERING	DRAWN EK	VERT. ____			FILE 503-639
			CHECK AH	BOOK ____		Page 476	02
			AS BUILT ____	DATE 9/5/2024			SHEET 25 OF 27

APPROVAL	DESCRIPTION	DATE	MARK	REVISION

N: \Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_T-DET.dwg [25 D-02] 9-05-24 12:57:53 PM emmakatz

REGULATORY SIGN SCHEDULE

KEY	SIZE	SIGN & COLOR
R1-1	30" X 30"	 BACKGROUND: RED BORDER: WHITE LEGEND: WHITE
R6-5P	30" X 30"	 BACKGROUND: WHITE BORDER: BLACK LEGEND: BLACK

WAYFINDING KEY - TYPE 1A

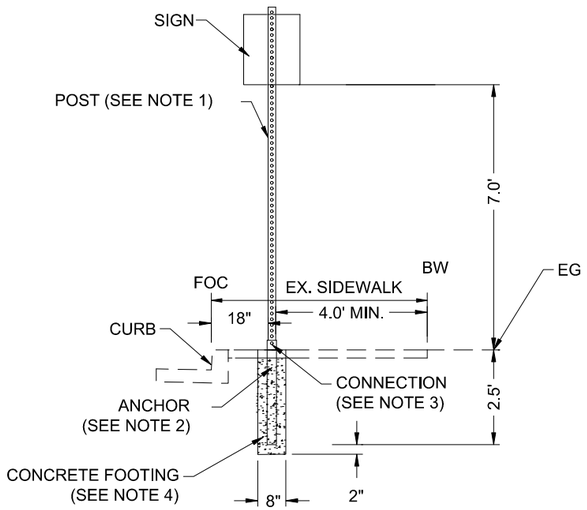
KEY	DETAIL	SYMBOL & TEXT
M2	SEE DETAIL 14, SHEET D-03 20" X 30"	
M1, M3, M4, M5, M7, M8, M10, M11, M12, B2, B3, B4, B6, B7, B9, B10, P1, P2, P3	SEE DETAIL 14, SHEET D-03 20" X 30"	

NOTE:

SIGNS TYPE 1A AND TYPE 3 SHALL BE INSTALLED ON OLIVE GREEN POSTS AND MOUNTED IN ACCORDANCE WITH THE CITY OF BERKELEY BICYCLE BOULEVARD SIGNAGE PROGRAM STANDARDS GUIDE. ALL OTHER NEW SIGNS SHALL BE POSTED AND MOUNTED ON STANDARD POSTS (SEE DETAIL 14, THIS SHEET).

WARNING SIGN SCHEDULE

KEY	SIZE	SIGN & COLOR
W1-4L	30" X 30"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK
W1-4R	30" X 30"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK
W2-6	30" X 30"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK
W11-1	30" X 30"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK
W13 -1P	18" X 18"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK
W16 -9P	24" X 12"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK
W17-1	30" X 30"	 BACKGROUND: YELLOW BORDER: BLACK LEGEND: BLACK



14 NEW SIGN AND POST
NTS

NOTES:

1. POSTS SHALL BE TELESPAR OR APPROVED EQUAL PERFORATED 1 3/4" SQUARE, FOURTEEN (14) GAUGE STEEL POSTS AND MINIMUM 10 FEET IN LENGTH. POSTS SHALL BE MANUFACTURED FROM HOT-DIPPED GALVANIZED STEEL CONFORMING TO ASTM A 653, G-90, STRUCTURAL QUALITY,L CLASS 1. THE CORNER WELD SHALL BE ZINC COATED AFTER SCARFING OPERATION. THE POST SHALL ALSO BE COATED WITH A CHROMATE CONVERSION COATING AND CLEAR ORGANIC POLYMER TOPCOAT. BOTH THE INTERIOR AND THE EXTERIOR OF THE POST SHALL BE GALVANIZED. POST SHALL BE HUNTER GREEN POWDER COATING COLOR.
2. ANCHORS SHALL BE TELESPAR OR APPROVED EQUAL PERFORATED 2" SQUARE, TWELVE (12) GAUGE HOT-DIPPED GALVANIZED STEEL ANCHORS. A TWO-PIECE BREAKAWAY ANCHOR SYSTEM (ANCHOR ASSEMBLY) SHALL BE USED BY WELDING AN EIGHTEEN INCH (18") LONG, TWELVE (12) GAUGE OUTER SLEEVE OF THE NEXT LARGER SIZE PERFORATED TUBE TO THE ORIGINAL 2" SQUARE PERFORATED ANCHOR BASE.
3. CONNECTION BETWEEN ANCHOR SLEEVE AND POST SHALL BE MADE BY ANCHOR BOLTS IN COMPLIANCE WITH SECTION 56-2 OF THE STATE STANDARD SPECIFICATIONS.
4. CONTRACTOR TO FIELD VERIFY THERE ARE NO CONFLICTS WITH EXISTING UTILITIES AND PROPOSED SIGN.
5. IF PROPOSED SIGN FOUNDATION IS WITHIN EXISTING SIDEWALK PANEL, SIDEWALK PANEL TO BE REPLACED IN KIND.

REGISTERED PROFESSIONAL ENGINEER — ASHLEY R. HARRER — No. 81212 — CIVIL — STATE OF CALIFORNIA

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

APPROVAL	DESCRIPTION	DATE	MARK	REVISION

DATE _____ PROJECT MANAGER
DEPICTION OF MONUMENTS: DATE _____ SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE _____
SUBMITTED: DATE _____ SUPERVISING ENGINEER
APPROVED: DATE _____ MANAGER OF ENGINEERING
REGISTR. EXP. _____
R.C.E. EXP. _____
DESIGN EK
DRAWN EK
CHECK AH
AS BUILT _____
HORIZ. _____
VERT. _____
BOOK _____
DATE 9/5/2024

0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

PARKER ST. TO ADDISON ST. BIKEWAY
SIGNING & STRIPING DETAILS Page 47 of 03

PLAN 8282
FILE 503-6.39
SHEET 26 OF 27

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_T-DET.dwg [26 D-03] 9-05-24 12:58:02 PM emmakatz

WAYFINDING KEY - TYPE 1C

KEY	DETAIL	SYMBOL & TEXT	KEY	DETAIL	SYMBOL & TEXT	KEY	DETAIL	SYMBOL & TEXT
M6	SEE DETAIL 14, SHEET D-03		B8	SEE DETAIL 14, SHEET D-03		A2	SEE DETAIL 14, SHEET D-03	
M9	SEE DETAIL 14, SHEET D-03		B11	SEE DETAIL 14, SHEET D-03		A3	SEE DETAIL 14, SHEET D-03	
M13	SEE DETAIL 14, SHEET D-03		B12	SEE DETAIL 14, SHEET D-03		A4	SEE DETAIL 14, SHEET D-03	
D1	SEE DETAIL 14, SHEET D-03		BA1	SEE DETAIL 14, SHEET D-03		W1	SEE DETAIL 14, SHEET D-03	
D2	SEE DETAIL 14, SHEET D-03		BA2	SEE DETAIL 14, SHEET D-03		W2	SEE DETAIL 14, SHEET D-03	
B1	SEE DETAIL 14, SHEET D-03		SC1	SEE DETAIL 14, SHEET D-03		W3	SEE DETAIL 14, SHEET D-03	
B5	SEE DETAIL 14, SHEET D-03		A1	SEE DETAIL 14, SHEET D-03		P4	SEE DETAIL 14, SHEET D-03	

alta
304 12th Street, Suite 2A | Oakland, CA 94607
510-540-5008 | altago.com

REGISTERED PROFESSIONAL ENGINEER
ASHLEY R. TAYLOR
No. 81212
CIVIL
STATE OF CALIFORNIA

DATE _____
PROJECT MANAGER
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DEPICTION OF MONUMENTS: DATE _____
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE _____

SUBMITTED: DATE _____
SUPERVISING ENGINEER
APPROVED: DATE _____
MANAGER OF ENGINEERING

REGISTR. EXP. _____
R.C.E. EXP. _____

DESIGN EK
DRAWN EK
CHECK AH
AS BUILT _____
HORIZ. _____
VERT. _____
BOOK _____
DATE 9/5/2024

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

PARKER ST. TO ADDISON ST. BIKEWAY
SIGNING & STRIPING DETAILS

PLAN 8282
FILE 503-639
SHEET 27 OF 27

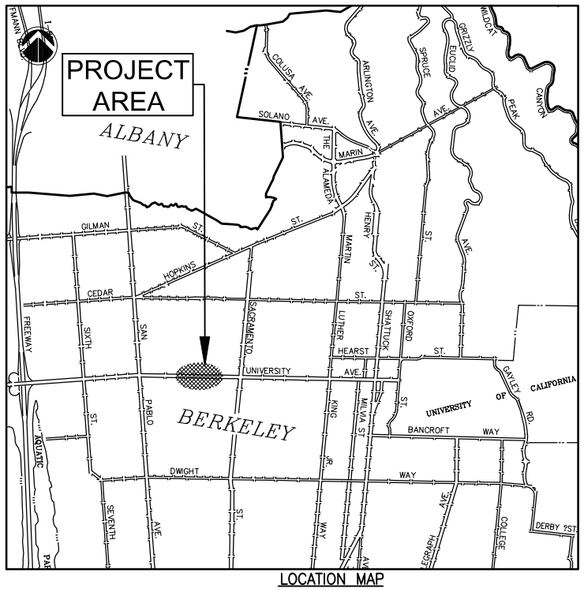
APPROVAL | DESCRIPTION | DATE | MARK | REVISION

N:\Shared\PROJECTS\2022\00-2022-025 berkeley, ca parker to addison bikeway\CAD\01_Plans\2022-025_T-DET.dwg [27 D-04] 9-05-24 12:58:11 PM emmakatz

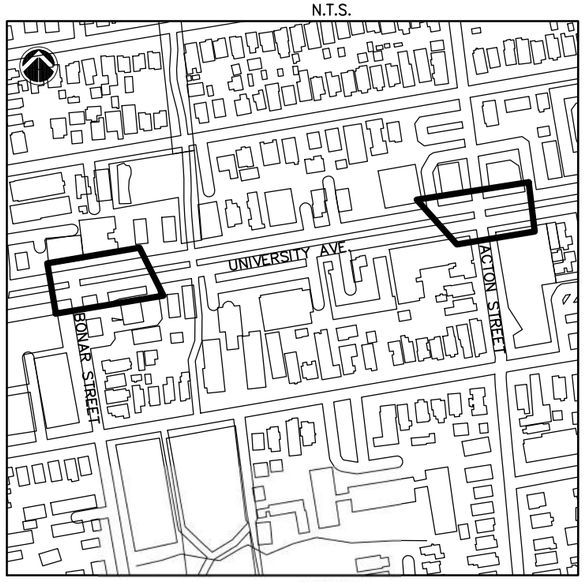
CITY OF BERKELEY, CALIFORNIA

UNIVERSITY WEST BUS STOP IMPROVEMENTS

SPECIFICATION NO. 24-11666-C
PACKAGE B



LOCATION MAP
N.T.S.



KEY MAP
N.T.S.

CONSULTANT TEAM

LANDSCAPE ARCHITECT/URBAN DESIGNER
COMMUNITY DESIGN + ARCHITECTURE
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
T: (510) 839-4568

CIVIL ENGINEER
DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
T: (510) 550-8959

TRANSPORTATION ENGINEER
FEHR & PEERS
2201 BROADWAY, SUITE 602
OAKLAND, CA 94612
T: (510) 834-3200

CONTACT INFORMATION

EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD)
KRISTINA ZUNIGA
KRISTINA.ZUNIGA@ebmud.com
T: (510) 287-1102

CONTACT FOR ANY CONSTRUCTION-RELATED ACTIVITIES:
JUAN SERRANO
juan.serrano@ebmud.com
T: (510) 453-7458

PACIFIC GAS & ELECTRIC (PG&E)
KEVIN LIM (GAS)
KWL7@pge.com
T: (915) 808-8309

CEDRICKE DENNIS (ELECTRIC)
CMD5@pge.com
T: (510) 385-6211

COMCAST
CHRIS MORRISON
christopher_morrison@cable.comcast.com
T: (510) 377-5421

AT&T
ALICE CHEN
sc4379@att.com
T: (510) 331-3967

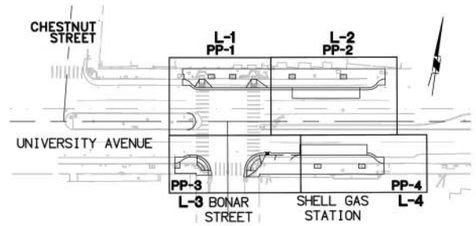
SHEET INDEX

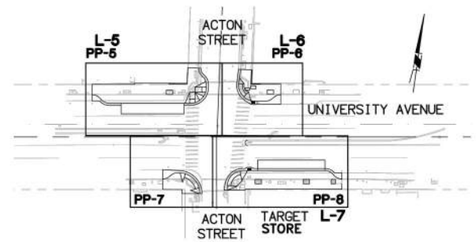
SHEET	SHEET NO.	SHEET TITLE
1	P-01	COVER – SHEET INDEX
2	P-02	SURVEY CONTROL PLAN – UNIVERSITY AVE/BONAR ST
3	P-03	SURVEY CONTROL PLAN – UNIVERSITY AVE/ACTON ST
4	TX-01	TYPICAL CROSSING SECTIONS – UNIVERSITY AVE
5	DM-01	EXISTING UTILITY AND DEMOLITION PLAN – UNIVERSITY AVE/BONAR ST
6	DM-02	EXISTING UTILITY AND DEMOLITION PLAN – UNIVERSITY AVE/ACTON ST
7	PP-01	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/BONAR ST
8	PP-02	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/BONAR ST
9	PP-03	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/BONAR ST
10	PP-04	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/BONAR ST
11	PP-05	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/ACTON ST
12	PP-06	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/ACTON ST
13	PP-07	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/ACTON ST
14	PP-08	STREET IMPROVEMENTS PLAN AND PROFILE – UNIVERSITY AVE/ACTON ST
15	SD-01	STORM DRAIN IMPROVEMENTS PLAN AND PROFILE
16	SS-01	SIGNING AND STRIPING PLAN
17	TS-01	TRAFFIC SIGNAL GENERAL NOTES
18	TS-02	TRAFFIC SIGNAL PLAN – UNIVERSITY AVE/BONAR ST
19	TS-03	TRAFFIC SIGNAL PLAN – UNIVERSITY AVE/ACTON ST
20	L-01	LANDSCAPE PLAN – UNIVERSITY AVE/BONAR ST
21	L-02	LANDSCAPE PLAN – UNIVERSITY AVE/BONAR ST
22	L-03	LANDSCAPE PLAN – UNIVERSITY AVE/BONAR ST
23	L-04	LANDSCAPE PLAN – UNIVERSITY AVE/BONAR ST
24	L-05	LANDSCAPE PLAN – UNIVERSITY AVE/ACTON ST
25	L-06	LANDSCAPE PLAN – UNIVERSITY AVE/ACTON ST
26	L-07	LANDSCAPE PLAN – UNIVERSITY AVE/ACTON ST
27	L-08	LANDSCAPE DETAILS
28	L-09	LANDSCAPE DETAILS

GENERAL NOTES

1. REFER TO PARKER STREET TO ADDISON STREET BIKEWAY PROJECT, SPECIFICATION NO. 24-11640-C FOR ABBREVIATIONS AND NOTES ON SHEET GN-01.
2. AREA OF FIELD SURVEY, AS INDICATED IN PLAN SHEETS P-2 THROUGH P-3, WAS PERFORMED IN JULY 2022 AND JUNE 2023.

SHEET MAPS - N.T.S.





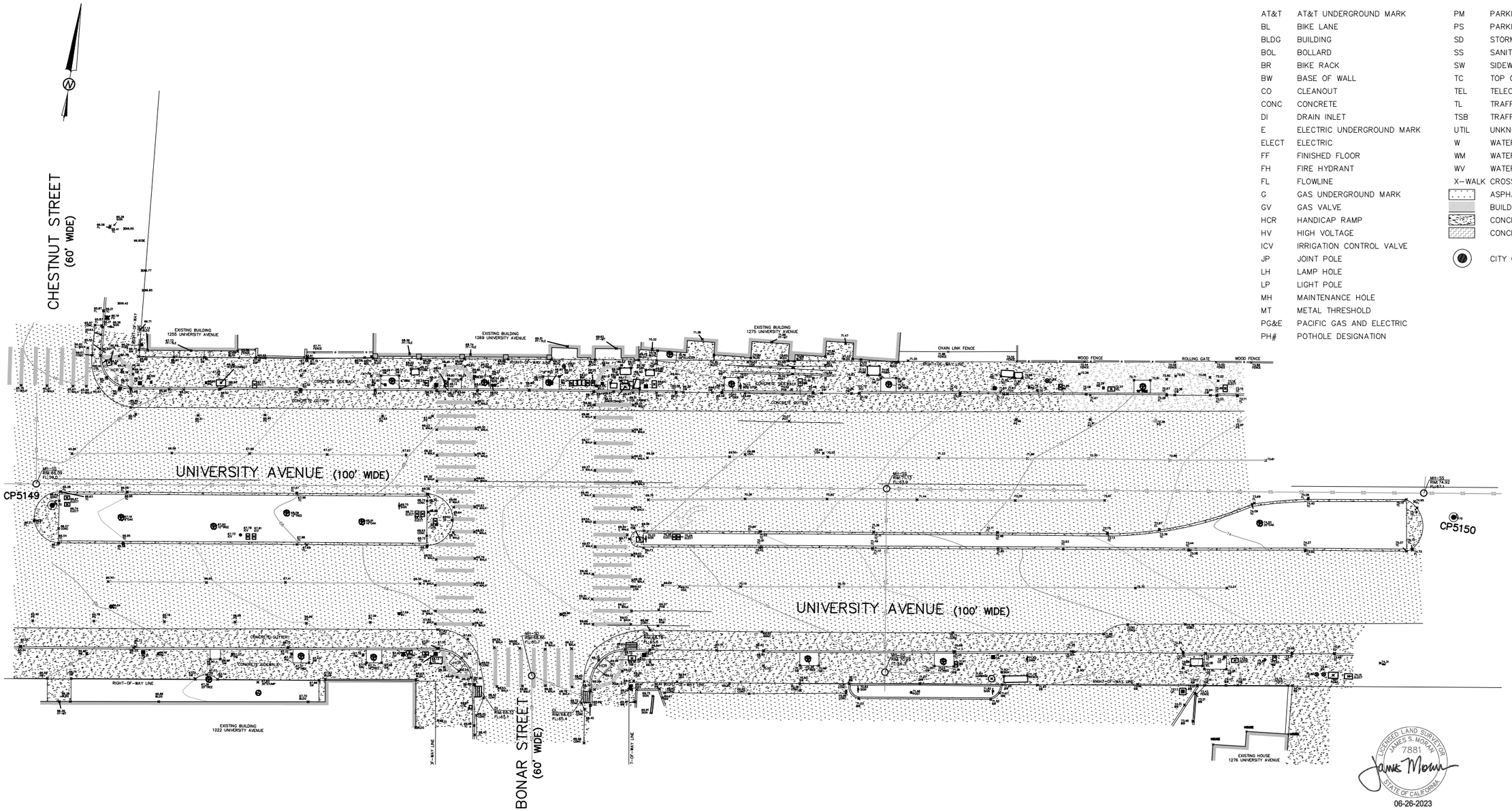
Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT
Corrine Collaride Erickson - No. 6500
Signature 12-31-25 Renewal Date 8-22-24 Date
STATE OF CALIFORNIA

cda COMMUNITY DESIGN + ARCHITECTURE Philip Erickson, Architect — 610 16TH STREET, SUITE 305 OAKLAND, CA 94612 (510) 839-4568	PROJECT MANAGER: DATE 9/10/24	DEPICTION OF MONUMENTS: DATE 09/12/24 Baird Barton SURVEY PARTY CHIEF	SUBMITTED: SUPERVISING ENGINEER	DATE 9/10/24 REGISTR. 60704 EXP. 12/31/24	DESIGN CG DRAWN SY CHECK CG AS BUILT	HORIZ. NTS VERT. NTS BOOK DATE 8/22/24	CITY OF BERKELEY DEPARTMENT OF PUBLIC WORKS	UNIVERSITY WEST BUS STOP IMPROVEMENTS COVER – SHEET INDEX	PLAN 8283 FILE 503-640 P-01 SHEET 1 OF 28
	0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE 9/12/24	APPROVED: CITY ENGINEER	DATE 9/12/24 R.C.E 62524 EXP. 9/30/25					

REVISION	MARK	DATE	DESCRIPTION	APPROVAL

/Users/soulbyyoon/Desktop/Desktop - Soulbys MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /University West Bus Stops_CDA_Cover Sheet-01sy - Standard/University West Bus Stops_CDA_Cover Sheet.dwg
8/26/2024 10:53 AM Soulby Yoon



LEGEND

AT&T	AT&T UNDERGROUND MARK	PM	PARKING METER
BL	BIKE LANE	PS	PARKING STRIPE
BLDG	BUILDING	SD	STORM DRAIN
BOL	BOLLARD	SS	SANITARY SEWER
BR	BIKE RACK	SW	SIDEWALK
BW	BASE OF WALL	TC	TOP OF CURB
CO	CLEANOUT	TEL	TELECOMMUNICATIONS
CONC	CONCRETE	TL	TRAFFIC LIGHT
DI	DRAIN INLET	TSB	TRAFFIC SIGNAL BOX
E	ELECTRIC UNDERGROUND MARK	UTIL	UNKNOWN UTILITY
ELECT	ELECTRIC	W	WATER UNDERGROUND MARK
FF	FINISHED FLOOR	WM	WATER METER
FH	FIRE HYDRANT	WV	WATER VALVE
FL	FLOWLINE	X-WALK	CROSSWALK
G	GAS UNDERGROUND MARK		ASPHALT
GV	GAS VALVE		BUILDING LINE
HCR	HANDICAP RAMP		CONCRETE
HV	HIGH VOLTAGE		CONCRETE WALL
ICV	IRRIGATION CONTROL VALVE		
JP	JOINT POLE		CITY OF BERKELEY SURVEY CONTROL
LH	LAMP HOLE		
LP	LIGHT POLE		
MH	MAINTENANCE HOLE		
MT	METAL THRESHOLD		
PG&E	PACIFIC GAS AND ELECTRIC		
PH#	POTHOLE DESIGNATION		

GENERAL NOTES:
DIMENSIONS ARE IN FEET AND DECIMAL FEET.

RIGHT-OF-WAYS ARE SHOWN AS APPROXIMATE.

BENCHMARK:
ELEVATIONS ARE BASED ON CITY OF BERKELEY DATUM.
CONTROL POINT CP5150 ON THE MEDIAN STRIP NEAR WEST STREET WAS TAKEN AS ELEVATION = 75.15 FEET PER CITY OF BERKELEY ENGINEERING RECORDS.

CONTROL DATA:

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP5149	2144049.7142	6045580.4612	66.70	CDCP8P-COB_MedIslF
CP5150	2144109.7749	6046011.0118	75.15	CDCP8P-COB_MedIslF
CP5151	2144201.6528	6046633.1500	88.12	CDCP8P-COB_MedIslF

811 Know what's below. Call before you dig.

GRAPHIC SCALE
16 0 8 16 32 64
(IN FEET)
1 INCH = 16 FEET

LICENSED LAND SURVEYOR
JAMES S. MORAN
7881
STATE OF CALIFORNIA
06-26-2023

TOPOGRAPHIC SURVEY

LOCATED ON UNIVERSITY AVENUE AT BONAR AND ACTON STREETS
CITY OF BERKELEY, COUNTY OF ALAMEDA, CALIFORNIA

JUNE 2023 SCALE: 1" = 16'

MORAN ENGINEERING, INC.
CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

F.B. NO. 1890 UNIVERSITY AT BONAR & ACTON-TOPO.DWG JOB NO. 22-10936

COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS - ORIGINAL SCALE IS IN INCHES

DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN DRAWN CHECK AS BUILT
HORIZ. VERT. BOOK DATE 8/22/24

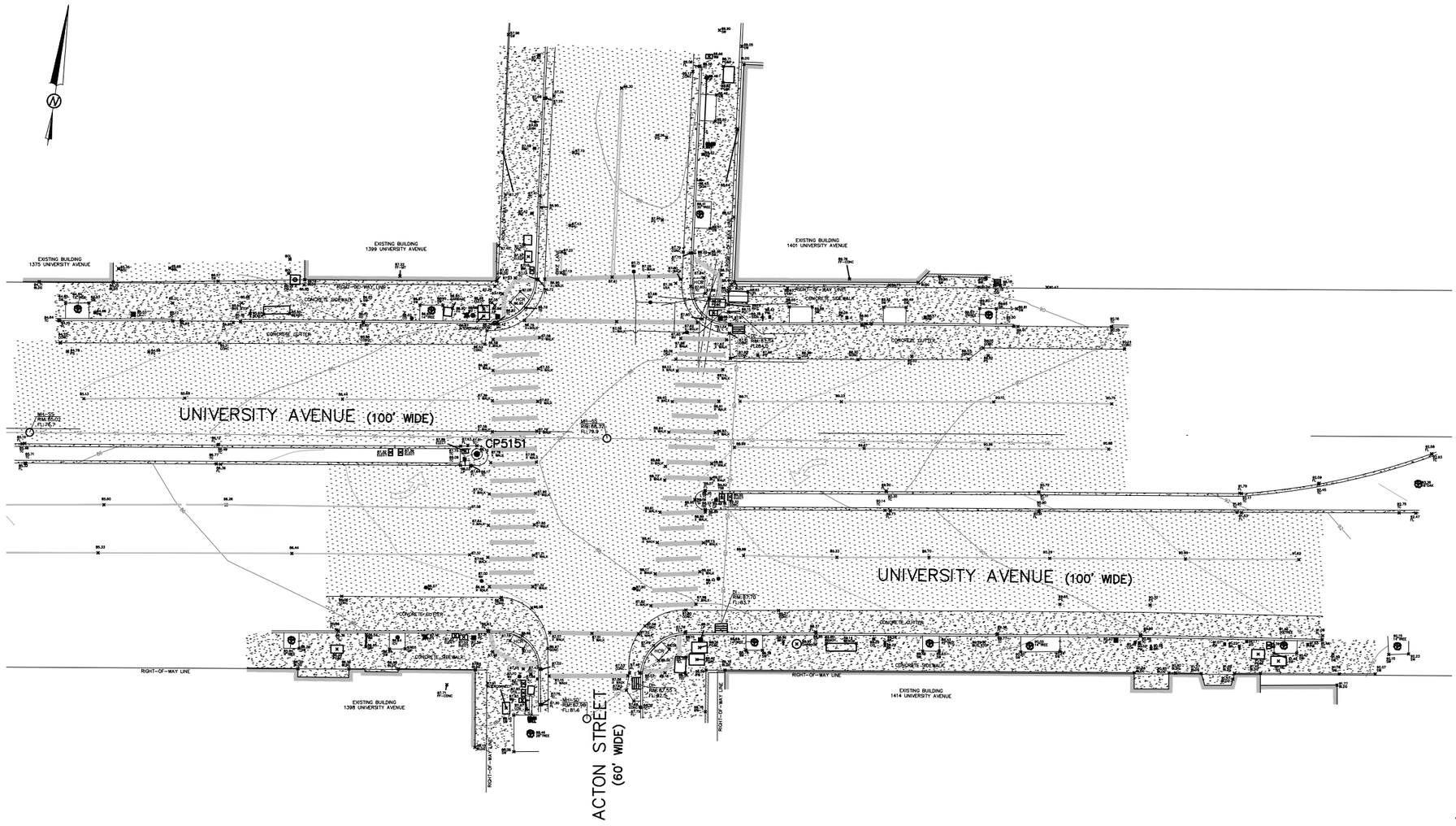
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
SURVEY CONTROL PLAN
UNIVERSITY AVE/BONAR ST

PLAN 8283
FILE 503-640
SHEET 2 OF 30

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\soubyo\Desktop - Soubys MacBook Pro\Work\Projects\University West\University West - New Landscape Plans\Survey\Survey_Control_Plan.dwg
8/23/2024 3:16 PM Soubly Yoon



LEGEND

AT&T	AT&T UNDERGROUND MARK
BL	BIKE LANE
BLDG	BUILDING
BOL	BOLLARD
BR	BIKE RACK
BW	BASE OF WALL
CO	CLEANOUT
CONC	CONCRETE
DI	DRAIN INLET
E	ELECTRIC UNDERGROUND MARK
ELECT	ELECTRIC
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FL	FLOWLINE
G	GAS UNDERGROUND MARK
GV	GAS VALVE
HCR	HANDICAP RAMP
HV	HIGH VOLTAGE
ICV	IRRIGATION CONTROL VALVE
JP	JOINT POLE
LH	LAMP HOLE
LP	LIGHT POLE
MH	MAINTENANCE HOLE
MT	METAL THRESHOLD
PG&E	PACIFIC GAS AND ELECTRIC
PH#	POTHOLE DESIGNATION
PM	PARKING METER
PS	PARKING STRIPE
SD	STORM DRAIN
SS	SANITARY SEWER
SW	SIDEWALK
TC	TOP OF CURB
TEL	TELECOMMUNICATIONS
TL	TRAFFIC LIGHT
TSB	TRAFFIC SIGNAL BOX
UTIL	UNKNOWN UTILITY
W	WATER UNDERGROUND MARK
WM	WATER METER
WV	WATER VALVE
X-WALK	CROSSWALK
	ASPHALT
	BUILDING LINE
	CONCRETE
	CONCRETE WALL
	CITY OF BERKELEY SURVEY CONTROL

GENERAL NOTES:
DIMENSIONS ARE IN FEET AND DECIMAL FEET.

RIGHT-OF-WAYS ARE SHOWN AS APPROXIMATE.

BENCHMARK:
ELEVATIONS ARE BASED ON CITY OF BERKELEY DATUM.
CONTROL POINT CP5150 ON THE MEDIAN STRIP NEAR WEST STREET WAS TAKEN AS ELEVATION = 75.15 FEET PER CITY OF BERKELEY ENGINEERING RECORDS.

CONTROL DATA:

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP5149	2144049.7142	6045580.4612	66.70	CDCP8P-COB_MedIslF
CP5150	2144109.7749	6046011.0118	75.15	CDCP8P-COB_MedIslF
CP5151	2144201.6528	6046633.1500	88.12	CDCP8P-COB_MedIslF

811 Know what's below. Call before you dig.

GRAPHIC SCALE
16 0 8 16 32 64
(IN FEET)
1 INCH = 16 FEET

LICENSED LAND SURVEYOR
JAMES S. MORAN
7881
STATE OF CALIFORNIA
06-26-2023

TOPOGRAPHIC SURVEY

LOCATED ON UNIVERSITY AVENUE AT BONAR AND ACTON STREETS
CITY OF BERKELEY, COUNTY OF ALAMEDA, CALIFORNIA

JUNE 2023 SCALE: 1" = 16'

MORAN ENGINEERING, INC.
CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

F.B. NO. 1890 UNIVERSITY AT BONAR & ACTON-TOPO.DWG JOB NO. 22-10936

COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
FOR REDUCED PLANS - ORIGINAL SCALE IS IN INCHES
0 1 2 3

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN DRAWN CHECK AS BUILT
HORIZ. VERT. BOOK DATE 8/22/24

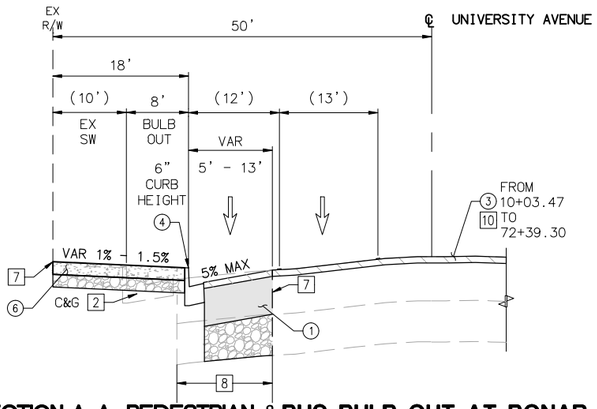
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
SURVEY CONTROL PLAN
UNIVERSITY AVE/ACTON ST

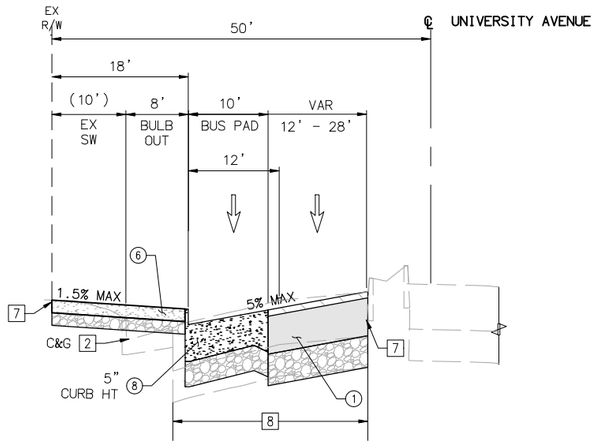
PLAN 8283
FILE 503-640
SHEET 3 OF 30

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

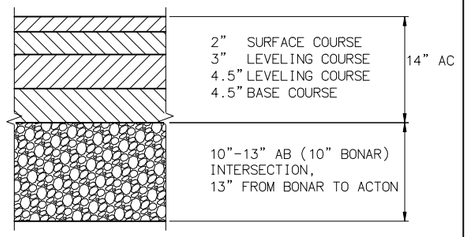
C:\Users\soulyyoon\Desktop - Soulys Macbook Pro\Work\Projects\University West-Acton Landscape Plans\Survey Control Plans\UNIVERSITY - ACTON Survey_CONTROL.dwg
8/23/2024 3:17 PM Soulby Yoon



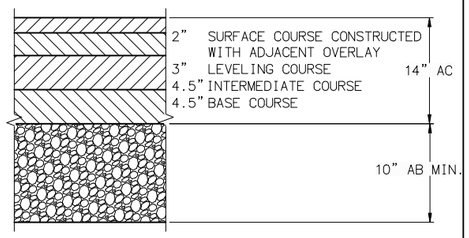
SECTION A-A PEDESTRIAN & BUS BULB OUT AT BONAR STREET FROM STA 10+25.11 TO STA 10+89.87



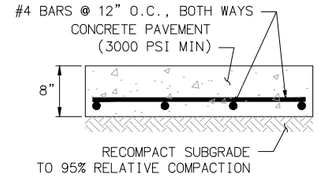
SECTION B-B BUS BULB OUT AT ACTON STREET FROM STA 10+63.34 TO STA 11+23.34



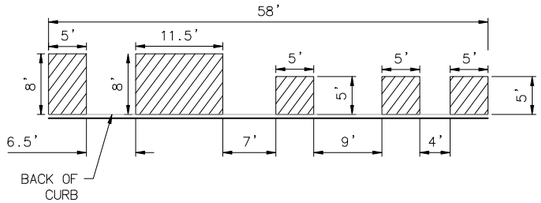
EXISTING PAVEMENT SECTION
NTS



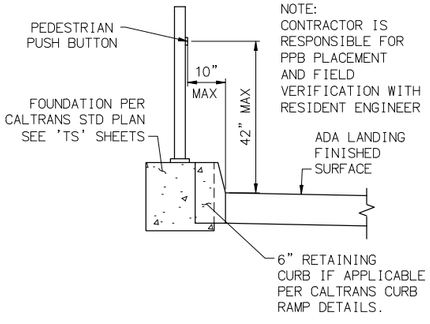
(1) MINIMUM PAVEMENT SECTION
NTS



(15) BUS SHELTER PAD DETAIL
NTS



(2) AC TRANSIT ACCESSIBLE LANDING ZONES
NTS



(27) PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL
NTS

IMPROVEMENT KEYNOTES

(1) CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
(2) AC TRANSIT ACCESSIBLE LANDING ZONES.
(3) CONSTRUCT 2" AC OVERLAY.
(4) CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
(6) CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
(8) CONSTRUCT BUS PAD PER CITY OF BERKELEY STANDARD PLAN 8150 (CURB HEIGHT PER PLAN).
(15) INSTALL BUS SHELTER PAD PER DETAIL ON TX-01 SHEET.
(27) SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

DEMOLITION KEYNOTES

[2] REMOVE EXISTING IMPROVEMENT.
[7] SAWCUT EXISTING AC PAVEMENT OR EXISTING CONCRETE SIDEWALK (AT THE CLOSEST JOINT).
[8] REMOVE ASPHALT CONCRETE AND AGGREGATE BASE.
[10] COLDMILL EX AC PAVEMENT.

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMON
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
HORIZ.
VERT.
BOOK
DATE 08/22/24

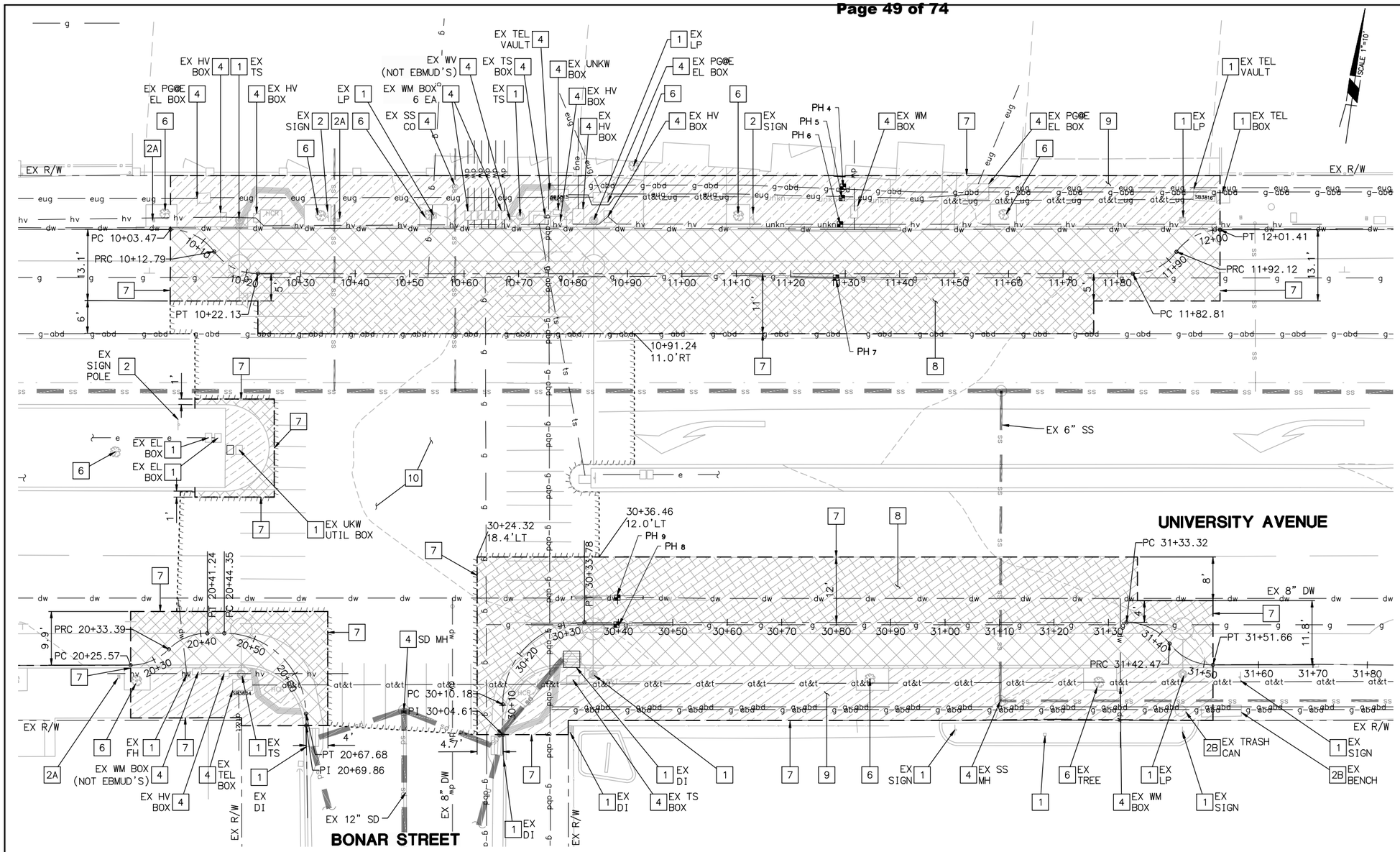
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
TYPICAL CROSS SECTIONS
UNIVERSITY AVE

PLAN 8283
FILE 503-640
TX-01
SHEET 4 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-TX.dwg
8/22/2024 4:58 PM Aleksandra Torbica



DEMOLITION KEYNOTES

1. PROTECT EXISTING IMPROVEMENT IN PLACE.
2. REMOVE EXISTING IMPROVEMENT.
2A. SALVAGE FULL LENGTH PARKING METER POSTS AND DELIVER TO CITY CORPORATION YARD.
2B. SALVAGE EXISTING STREET FURNITURE PER LANDSCAPE PLANS.
3. RELOCATE EXISTING IMPROVEMENT.
3A. RELOCATE EX. SIGN PER SHEET SS-01.
4. PROTECT EXISTING UTILITY BOX/COVER TO BE ADJUSTED PER PP SHEETS.
6. PROTECT TREE. SEE LANDSCAPE PLANS.
7. SAWCUT EXISTING AC PAVEMENT OR EXISTING CONCRETE SIDEWALK (AT THE CLOSEST JOINT).
8. REMOVE ASPHALT CONCRETE AND AGGREGATE BASE.
9. REMOVE CONCRETE & BASEROCK.
10. COLDMILL EX AC PAVEMENT.

DEMOLITION NOTES

1. ALL EXISTING TREES TO BE PROTECTED IN PLACE.

UTILITY NOTES

1. ALL EXISTING UTILITIES TO BE PROTECTED IN PLACE.

LEGEND

- catv — EX. CABLE/TV
- dw — EX. DOMESTIC WATER
- eug — EX. PG&E ELECTRIC
- g — EX. PG&E GAS
- sd — EX. STORM DRAIN
- ss — EX. SANITARY SEWER
- t — EX. TELEPHONE
- unkn — EX UNKNOWN UT
- SAWCUT, REMOVE AND DISPOSE CONCRETE SIDEWALK
- SAWCUT, REMOVE AND DISPOSE CONCRETE CURB & GUTTER
- SAWCUT, REMOVE AND DISPOSE AC PAVEMENT SECTION
- SAWCUT
- COLDMILL LIMITS
- POTHOLE PERFORMED BY THE CITY. SEE DATA CHART HEREON.

PH #	Street	Cut Size	Asph	Conc.	Soil	Utility	Utility Size	Material	Depth	Location Reference / Notes
4	1275 University Ave	1' x 1'		4"	Dirt, Rocks				Dry Hole	Cleared 5', looking for AT&T. 15" S from front door step of 1275 Universtity Ave. 15" W from water valve.
5	1275 University Ave	1' x 1'		4"	Dirt, Rocks	Electric; Unknown	2 - 3"; Duct	PVC; Concrete	29"; 32"	44" S from front door step of 1275 University Ave. 15" W from water meter.
6	1275 University Ave	1' x 1'		4"	Dirt, Rocks	Unknown; Water	2 - 1.5"; 8"	PVC; AC	T:8", B:12"; 36"	186" S from front door step of 1275 University Ave. 24" W from water meter.
7	1275 University Ave	1' x 1'	16"		Dirt, Rocks	Gas	4"	Steel	48"	111" S from face of curb. 41" W from water valve.
8	University Ave & Bonar St	1' x 1'	12"		Dirt, Rocks	Gas	4"	Steel	52"	100" N from face of curb. 92" E from storm drain grate.
9	University Ave & Bonar St	1' x 1'	14"		Dirt, Rocks	DW	8"	Cast Iron	58"	149" N from face of curb. 92" E from storm drain grate.

REGISTERED PROFESSIONAL ENGINEER — JENNIFER A. HARMAN — No. C 63909 — Exp. 9-30-26 — CIVIL — STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
HORIZ.
VERT.
BOOK
DATE 08/22/24

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

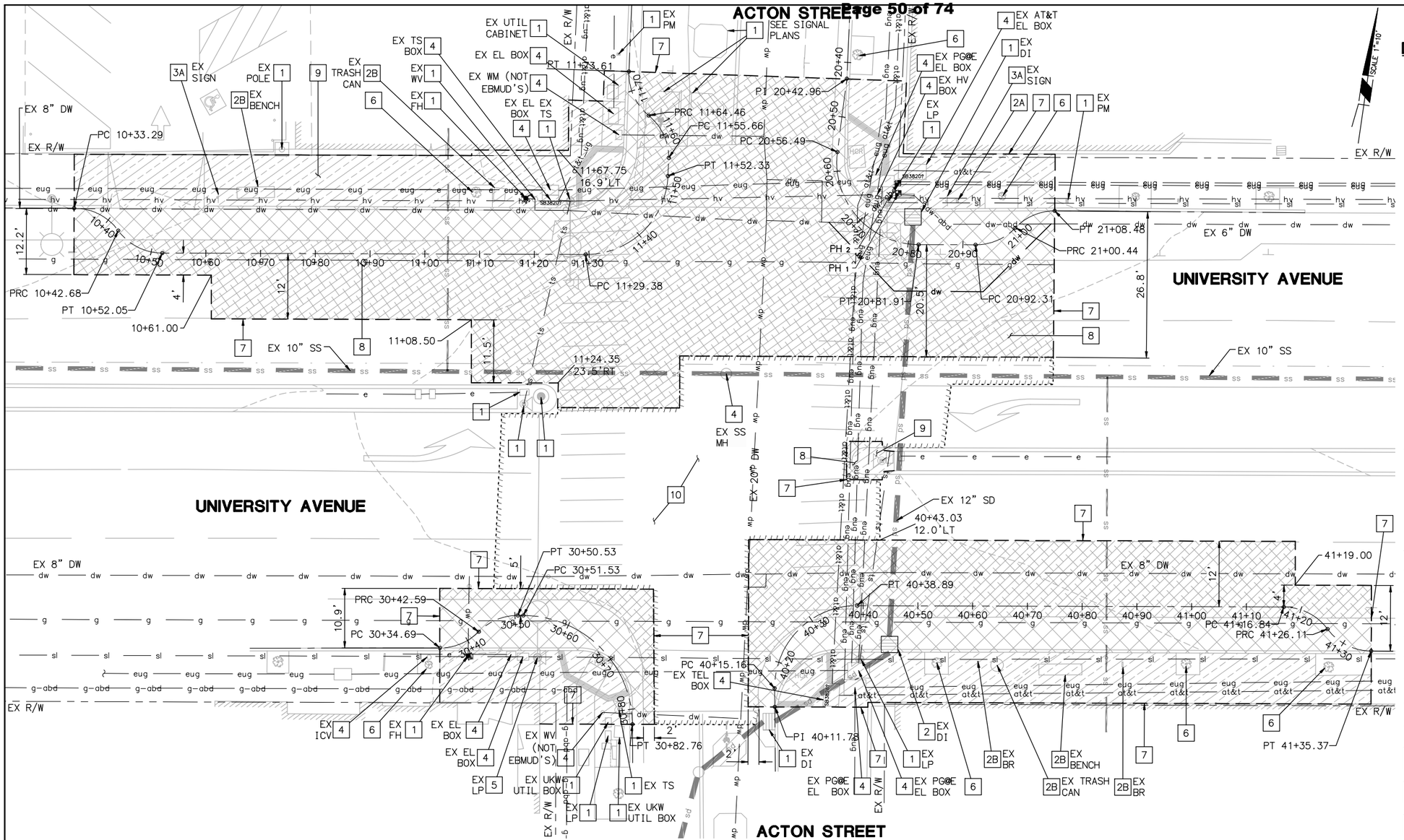
UNIVERSITY WEST BUS STOP IMPROVEMENTS
EXISTING UTILITY AND DEMOLITION PLAN

PLAN 8283
FILE 503-640
SHEET 5 OF 28

10 5 0 10 20 30
SCALE: 1"=10'

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-DEMO.dwg
8/22/2024 5:06 PM Aleksandra Torbica



DEMOLITION KEYNOTES

1. PROTECT EXISTING IMPROVEMENT IN PLACE.
2. REMOVE EXISTING IMPROVEMENT.
2A. SALVAGE FULL LENGTH PARKING METER POSTS AND DELIVER TO CITY CORPORATION YARD.
2B. SALVAGE EXISTING STREET FURNITURE PER LANDSCAPE PLANS.
3. RELOCATE EXISTING IMPROVEMENT.
3A. RELOCATE EX. SIGN PER SHEET SS-01.
4. PROTECT EXISTING UTILITY BOX/COVER TO BE ADJUSTED PER PP SHEETS.
6. PROTECT TREE. SEE LANDSCAPE PLANS.
7. SAWCUT EXISTING AC PAVEMENT OR EXISTING CONCRETE SIDEWALK (AT THE CLOSEST JOINT).
8. REMOVE ASPHALT CONCRETE AND AGGREGATE BASE.
9. REMOVE CONCRETE & BASEROCK.
10. COLDMILL EX AC PAVEMENT.

DEMOLITION NOTES

1. ALL EXISTING TREES TO BE PROTECTED IN PLACE.

UTILITY NOTES

1. ALL EXISTING UTILITIES TO BE PROTECTED IN PLACE.

LEGEND

- catv — EX. CABLE/TV
- dw — EX. DOMESTIC WATER
- eug — EX. PG&E ELECTRIC
- g — EX. PG&E GAS
- sd — EX. STORM DRAIN
- ss — EX. SANITARY SEWER
- t — EX. TELEPHONE
- unkn — EX UNKNOWN UT
- SAWCUT, REMOVE AND DISPOSE CONCRETE SIDEWALK
- SAWCUT, REMOVE AND DISPOSE CONCRETE CURB & GUTTER
- SAWCUT, REMOVE AND DISPOSE AC PAVEMENT SECTION
- SAWCUT
- COLDMILL LIMITS
- POTHOLE PERFORMED BY THE CITY. SEE DATA CHART HEREON.

PH #	Street	Cut Size	Asph	Conc.	Soil	Utility	Utility Size	Material	Depth	Location Reference / Notes
1	University Ave & Acton St	1' x 1'		4"	Dirt, Rocks	DW	6"	Cast Iron	T:14" B:23"	37" N from face of curb. 22" E from traffic signal pole.
2	University Ave & Acton St	1' x 1'		4"	Dirt, Rocks	Electric	2 - 2"	PVC	34"	64" N from face of curb. 22" E from traffic signal pole.

SCALE: 1"=10'

REGISTERED PROFESSIONAL ENGINEER — JENNIFER A. HARMON — No. C 63909 — Exp. 9-30-26 — CIVIL — STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3)

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
DATE 08/22/24
HORIZ.
VERT.
BOOK

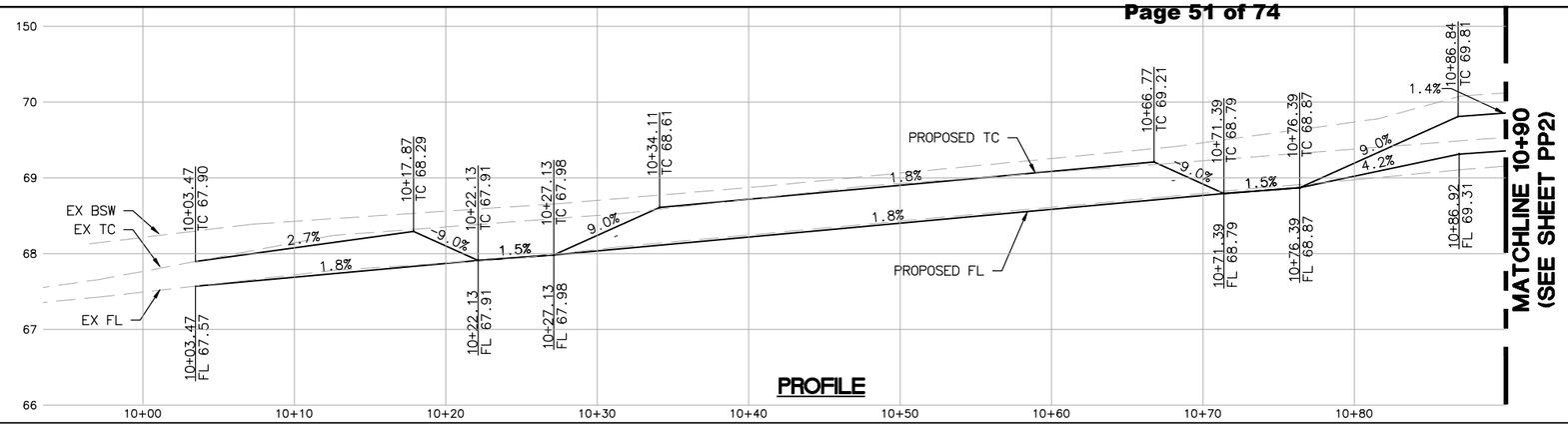
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

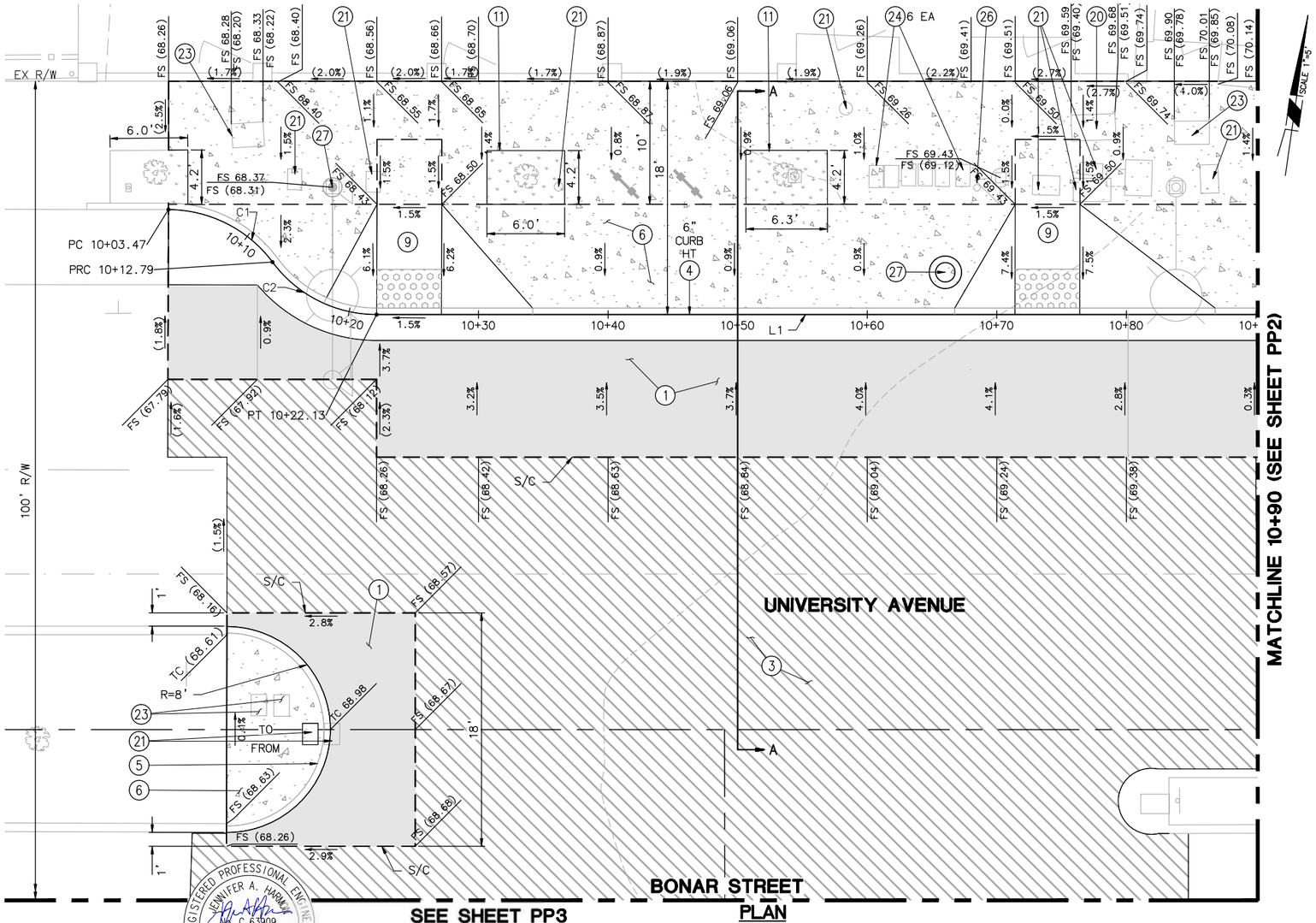
UNIVERSITY WEST BUS STOP IMPROVEMENTS
EXISTING UTILITY AND DEMOLITION PLAN

PLAN 8283
FILE 503-640
SHEET 6 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-DEMO.dwg
8/22/2024 5:47 PM Aleksandra Torbica





Bonar-N							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	10+03.47	2144100.59	6045680.49	S71°18'34"E	10.00'	9.32'	5.03'
C2	10+12.79	2144097.71	6045689.00	S71°20'45"E	10.00'	9.34'	5.04'
L1	10+22.13	2144094.83	6045697.53	N81°54'26"E	--	160.68'	--

IMPROVEMENT KEYNOTES

1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
3. CONSTRUCT 2" AC OVERLAY.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
5. CONSTRUCT MEDIAN CURB PER CITY OF BERKELEY STANDARD PLAN 8146.
6. CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
9. CONSTRUCT CASE "A" CURB RAMP PER CALTRANS STANDARD PLAN A88A.
11. CONSTRUCT TREE WELL, DIMENSIONS PER PLAN.
20. ADJUST UTILITY BOX TO GRADE (AT&T).
21. ADJUST UTILITY BOX, VALVE & CLEANOUT TO GRADE (CITY).
23. ADJUST UTILITY BOX TO GRADE (PG&E).
24. ADJUST WATER METER BOX TO GRADE (EBMUD).
26. ADJUST WATER VALVE BOX TO GRADE (EBMUD).
27. SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT

5 2.5 0 5 10 15
SCALE: 1"=5'

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMAN
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK
DATE 08/22/24

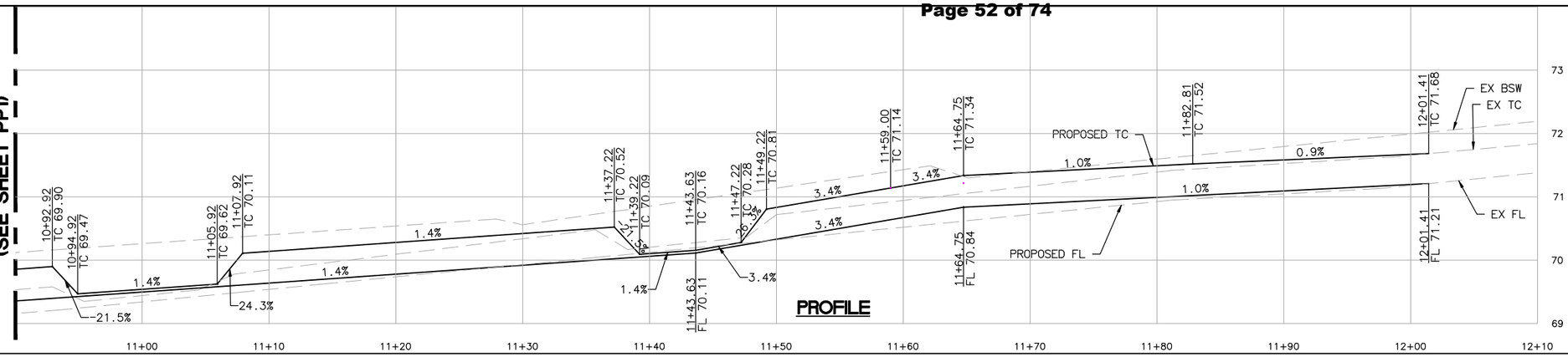
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

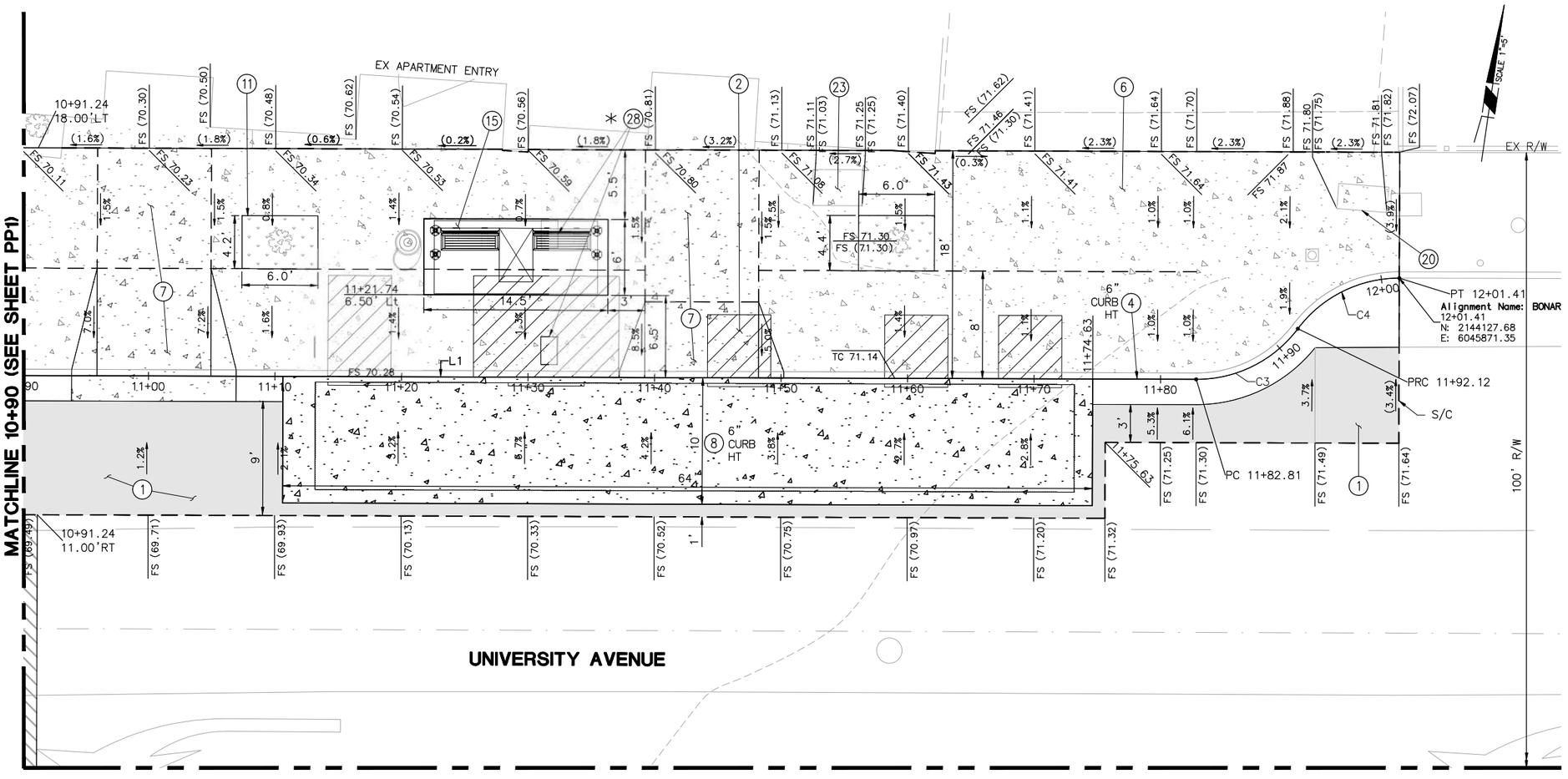
UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/BONAR ST

PLAN 8283
FILE 503-640
PP-01
SHEET 7 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Dlv\207-PP-Bonar.dwg
8/26/2024 11:54 AM Aleksandra Torbica





IMPROVEMENT KEYNOTES

1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
2. AC TRANSIT ACCESSIBLE LANDING ZONES.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
6. CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
7. CONSTRUCT DRIVEWAY PER CITY OF BERKELEY STANDARD PLAN 8151.
8. CONSTRUCT BUS PAD PER CITY OF BERKELEY STANDARD PLAN 8150 (CURB HEIGHT PER PLAN).
11. CONSTRUCT TREE WELL, DIMENSIONS PER PLAN.
15. INSTALL BUS SHELTER PAD PER DETAIL ON TX-01 SHEET.
20. ADJUST UTILITY BOX TO GRADE (AT&T).
23. ADJUST UTILITY BOX TO GRADE (PG&E).
28. EBMUD TO RELOCATE WATER METER. CONTRACTOR TO CONNECT PRIVATE WATER LINE INTO THE NEW EBMUD METER.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT
- AC TRANSIT ACCESSIBLE LANDING ZONE, REAR CLEAR ZONE, AND OTHER REAR DOOR ACCESS ROUTES.

* CONTRACTOR TO COORDINATE METER BOX RELOCATION WITH EBMUD

SCALE: 1"=5'

Bonar-N							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C3	11+82.81	2144117.45	6045856.61	N55°14'45"E	10.00'	9.31'	5.02'
C4	11+92.12	2144122.57	6045863.99	N55°12'45"E	10.00'	9.29'	5.01'
L1	10+22.13	2144094.83	6045697.53	N81°54'26"E	--	160.68'	--

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMON
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP. R.C.E. EXP.
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
DATE 08/22/24
HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK

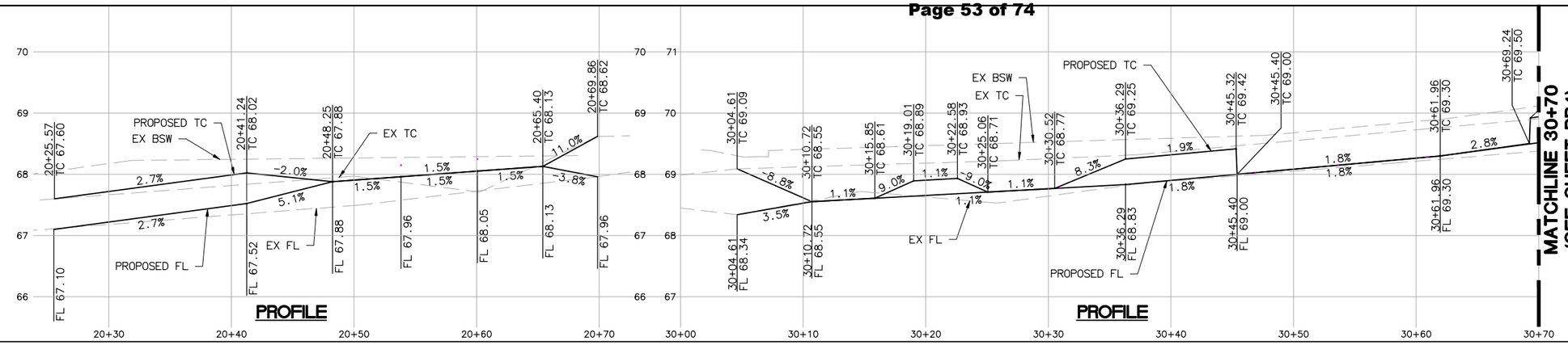
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/BONAR ST

PLAN 8283
FILE 503-640
TX-02
SHEET 8 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

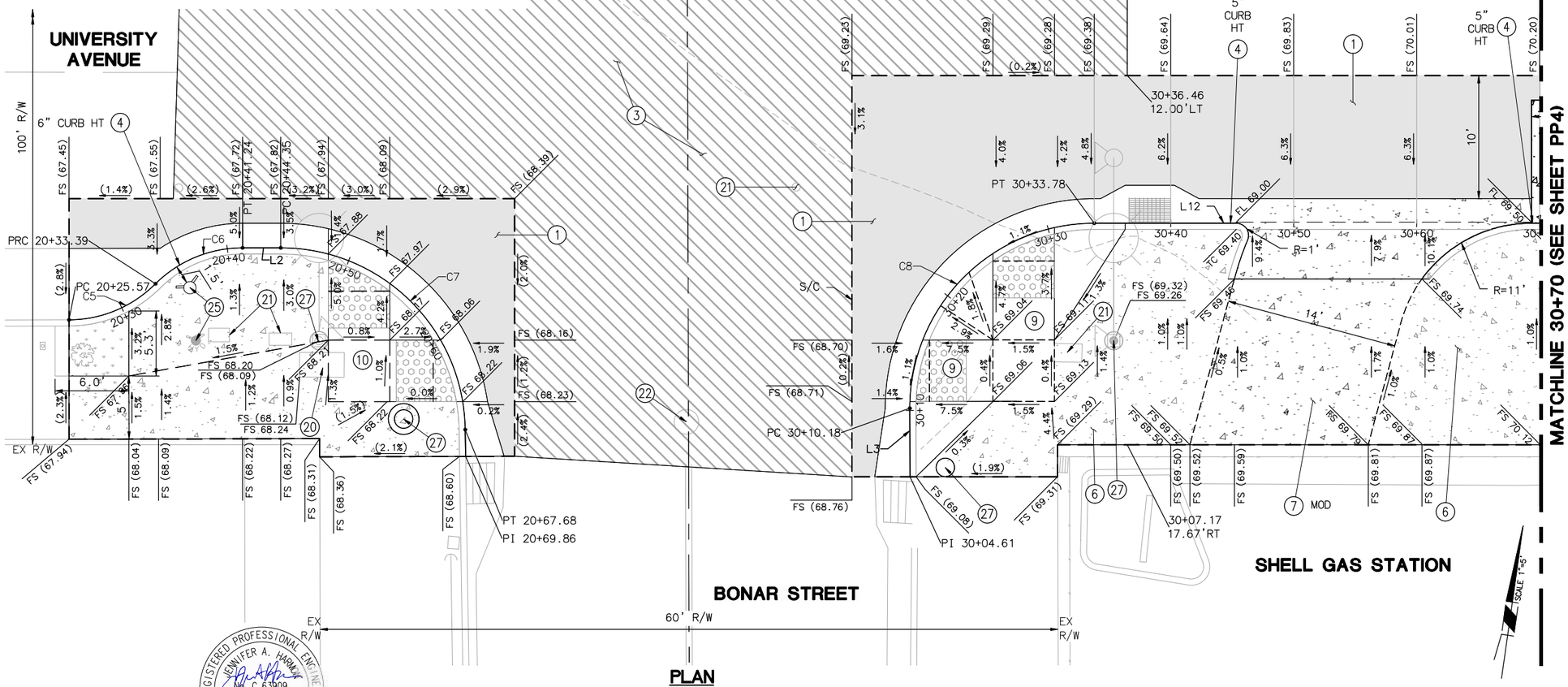
C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Dlv\207-PP-Bonar.dwg
8/26/2024 11:55 AM Aleksandra Torbica



Bonar-SW							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C5	20+25.57	2144020.40	6045684.49	N59°18'03"E	10.00'	7.81'	4.12'
C6	20+33.39	2144024.29	6045691.04	N59°24'38"E	10.00'	7.85'	4.14'
C7	20+44.35	2144028.62	6045700.71	S53°31'41"E	15.00'	23.33'	14.77'
L2	20+41.24	2144028.18	6045697.63	N81°54'26"E	--	3.11'	--

Bonar-SE							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C8	30+10.18	2144022.91	6045753.19	N36°49'43"E	15.00'	23.60'	15.04'
L3	30+04.61	2144017.40	6045753.99	N8°14'59"W	--	5.57'	--
L12	30+33.78	2144039.91	6045765.92	N81°54'26"E	--	99.54'	--

MATCHLINE 30+70 (SEE SHEET PP1)



IMPROVEMENT KEYNOTES

1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
3. CONSTRUCT 2" AC OVERLAY.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
6. CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
7. CONSTRUCT DRIVEWAY PER CITY OF BERKELEY STANDARD PLAN 8151.
9. CONSTRUCT CASE "A" CURB RAMP PER CALTRANS STANDARD PLAN A88A.
10. CONSTRUCT BLENDED TRANSITION.
20. ADJUST UTILITY BOX TO GRADE (AT&T).
21. ADJUST UTILITY BOX, VALVE & CLEANOUT TO GRADE (CITY).
22. ADJUST MAINTENANCE HOLE TO GRADE (CITY).
25. CONTRACTOR SHALL COORDINATE WITH EBMUD'S CREWS FOR RELOCATION OF FIRE HYDRANT.
27. SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMAN
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT

HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK
DATE 08/22/24

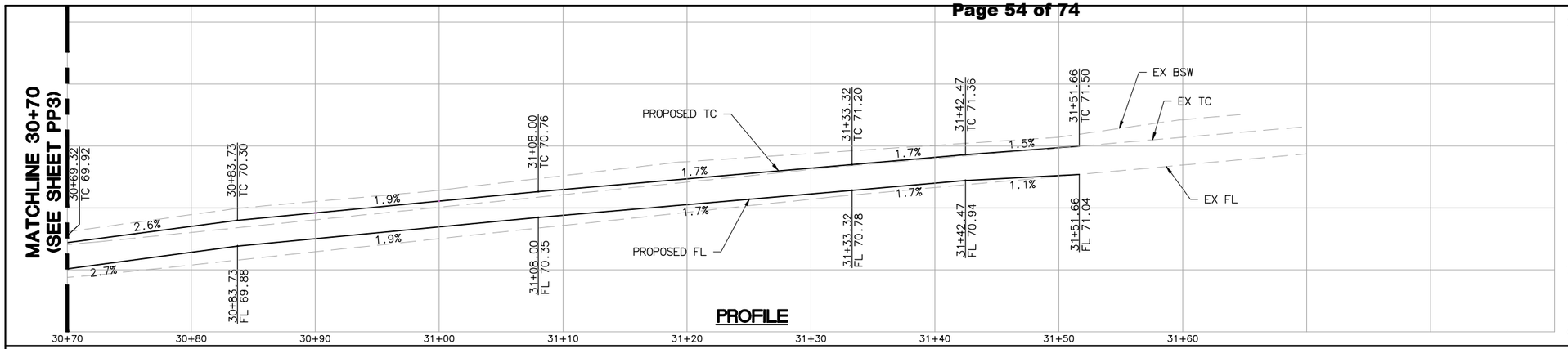
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/BONAR ST

PLAN 8283
FILE 503-640
PP-03
SHEET 9 OF 28

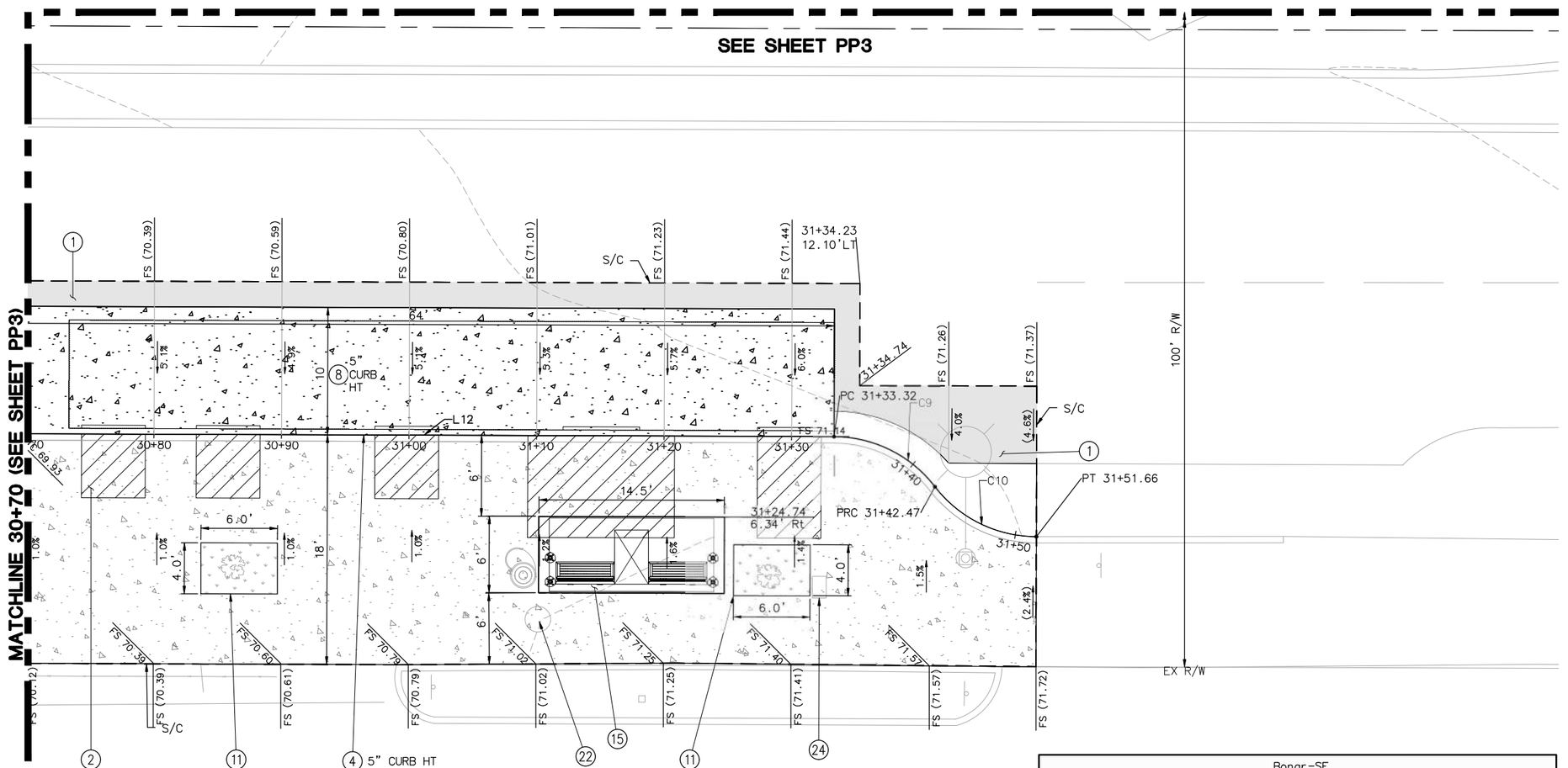
APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-PP-Bonar.dwg
8/26/2024 11:55 AM Aleksandra Torbica



PROFILE

SEE SHEET PP3



SHELL GAS STATION

IMPROVEMENT KEYNOTES

1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
2. AC TRANSIT ACCESSIBLE LANDING ZONES.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
8. CONSTRUCT BUS PAD PER CITY OF BERKELEY STANDARD PLAN 8150 (CURB HEIGHT PER PLAN).
11. CONSTRUCT TREE WELL, DIMENSIONS PER PLAN.
15. INSTALL BUS SHELTER PAD PER DETAIL ON TX-01 SHEET.
22. ADJUST MAINTENANCE HOLE TO GRADE (CITY).
24. ADJUST WATER METER BOX TO GRADE (EBMUD).

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT
- AC TRANSIT ACCESSIBLE LANDING ZONE, REAR CLEAR ZONE, AND OTHER REAR DOOR ACCESS ROUTES.

Bonar-SE							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C9	31+33.32	2144053.92	6045864.47	S71°53'04"E	10.00'	9.15'	4.92'
C10	31+42.47	2144051.18	6045872.86	S72°00'32"E	10.00'	9.19'	4.95'
L12	30+33.78	2144039.91	6045765.92	N81°54'26"E	--	99.54'	--

SCALE: 1"=5'

PLAN

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMAN
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK
DATE 08/22/24

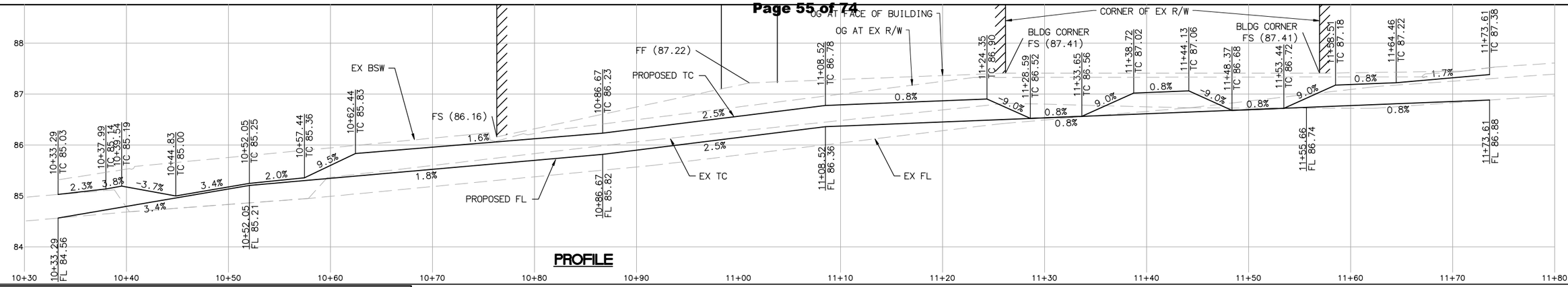
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/BONAR ST

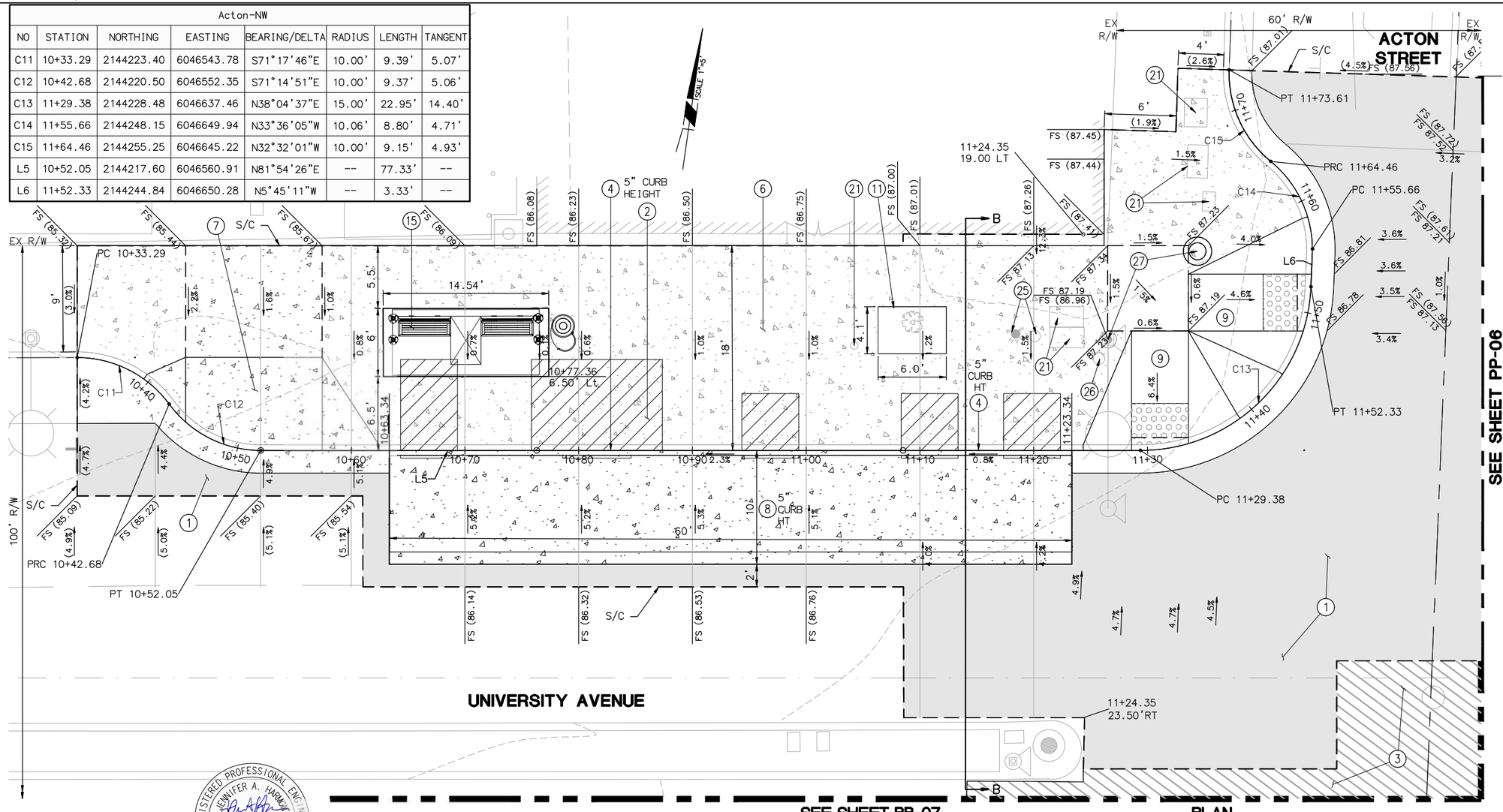
PLAN 8283
FILE 503-640
BOOK PP-04
SHEET 10 OF 28

REVISION | MARK | DATE | DESCRIPTION | APPROVAL

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-PP-Bonar.dwg
8/26/2024 11:56 AM Aleksandra Torbica



Acton-NW							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C11	10+33.29	2144223.40	6046543.78	S71°17'46"E	10.00'	9.39'	5.07'
C12	10+42.68	2144220.50	6046552.35	S71°14'51"E	10.00'	9.37'	5.06'
C13	11+29.38	2144228.48	6046637.46	N38°04'37"E	15.00'	22.95'	14.40'
C14	11+55.66	2144248.15	6046649.94	N33°36'05"W	10.06'	8.80'	4.71'
C15	11+64.46	2144255.25	6046645.22	N32°32'01"W	10.00'	9.15'	4.93'
L5	10+52.05	2144217.60	6046560.91	N81°54'26"E	--	77.33'	--
L6	11+52.33	2144244.84	6046650.28	N5°45'11"W	--	3.33'	--



IMPROVEMENT KEYNOTES

1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
2. AC TRANSIT ACCESSIBLE LANDING ZONES.
3. CONSTRUCT 2" AC OVERLAY.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
6. CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
7. CONSTRUCT DRIVEWAY PER CITY OF BERKELEY STANDARD PLAN 8151.
8. CONSTRUCT BUS PAD PER CITY OF BERKELEY STANDARD PLAN 8150 (CURB HEIGHT PER PLAN).
9. CONSTRUCT CASE "A" CURB RAMP PER CALTRANS STANDARD PLAN A88A.
11. CONSTRUCT TREE WELL, DIMENSIONS PER PLAN.
15. INSTALL BUS SHELTER PAD PER DETAIL ON TX-01 SHEET.
21. ADJUST UTILITY BOX, VALVE & CLEANOUT TO GRADE (CITY).
25. CONTRACTOR SHALL COORDINATE WITH EBMUD'S CREWS FOR RELOCATION OF FIRE HYDRANT.
26. ADJUST WATER VALVE BOX TO GRADE (EBMUD).
27. SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT
- AC TRANSIT ACCESSIBLE LANDING ZONE, REAR CLEAR ZONE, AND OTHER REAR DOOR ACCESS ROUTES.

SCALE: 1"=5'

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMON
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3)

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT

HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK
DATE 08/22/24

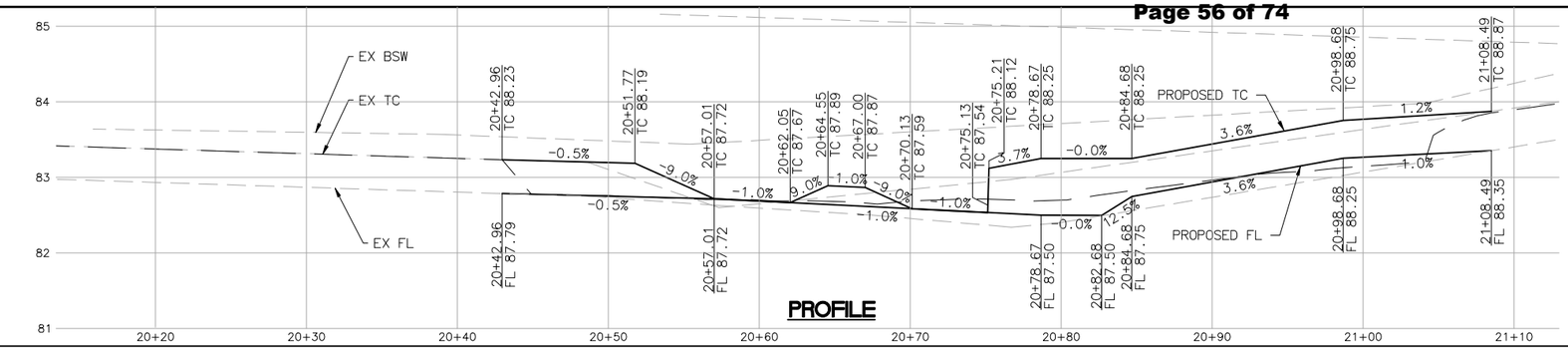
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/ACTON ST

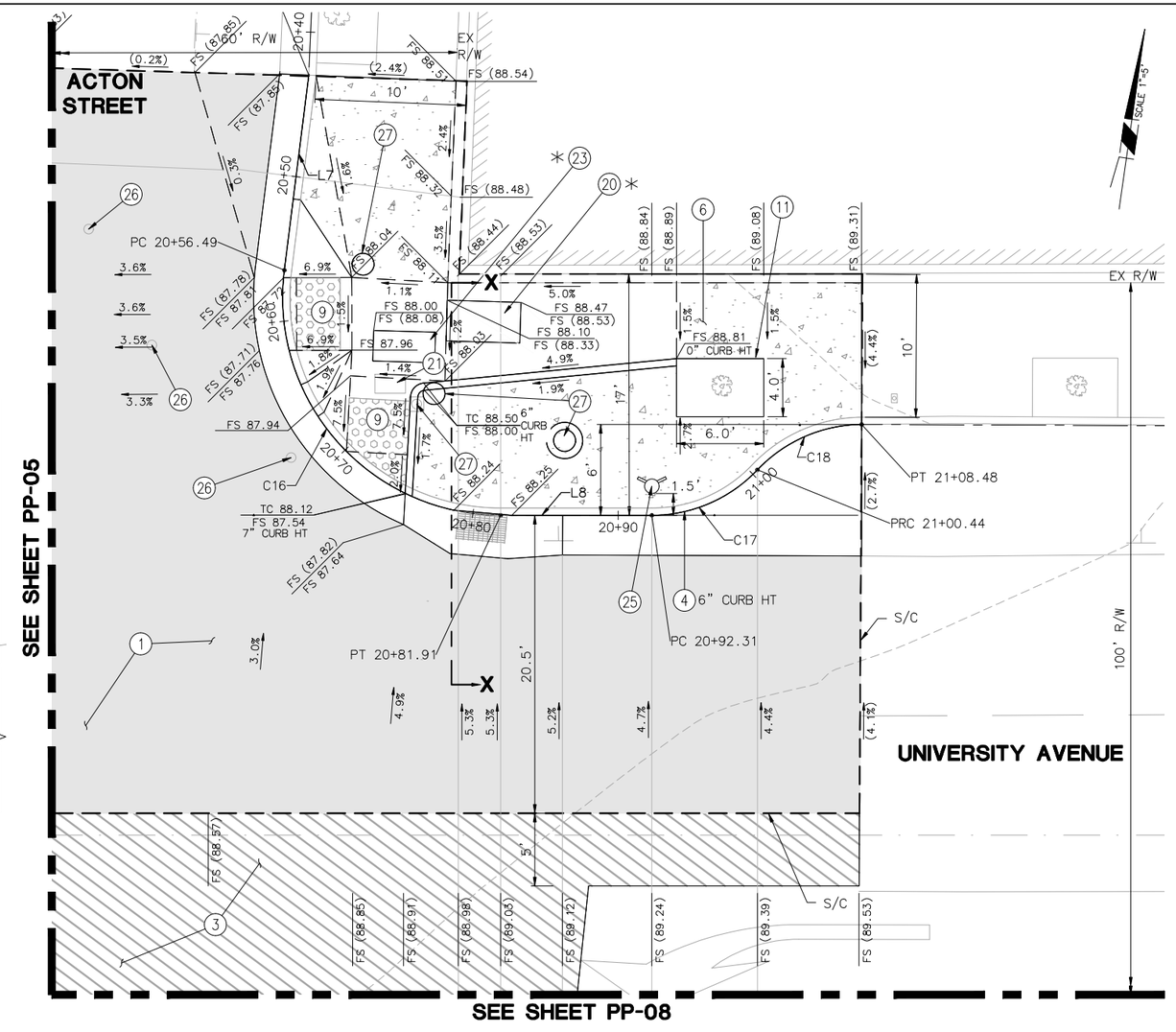
PP-05
PLAN 8283
FILE 503-640
SHEET 11 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-PP-Acton.dwg
8/26/2024 11:57 AM Aleksandra Torbica



PROFILE



Acton-NE_ex vault							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C16	20+56.49	2144253.62	6046680.28	S49°31'58"E	15.00'	25.43'	16.99'
C17	20+92.31	2144240.49	6046707.68	N58°37'00"E	10.00'	8.13'	4.30'
C18	21+00.44	2144244.61	6046714.43	N58°21'43"E	10.00'	8.04'	4.25'
L7	20+42.96	2144267.14	6046680.05	S0°56'31"E	--	13.52'	--
L8	20+81.91	2144239.02	6046697.39	N81°54'26"E	--	10.40'	--

IMPROVEMENT KEYNOTES

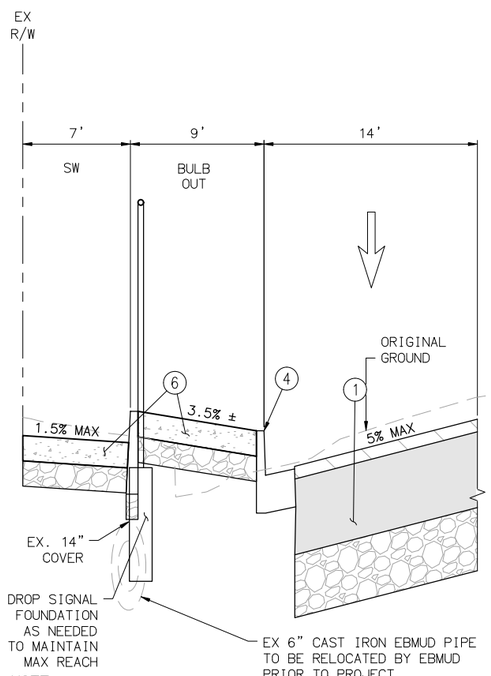
1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
3. CONSTRUCT 2" AC OVERLAY.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
6. CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
9. CONSTRUCT CASE "A" CURB RAMP PER CALTRANS STANDARD PLAN A88A.
11. CONSTRUCT TREE WELL, DIMENSIONS PER PLAN.
20. ADJUST UTILITY BOX TO GRADE (AT&T).
21. ADJUST UTILITY BOX, VALVE & CLEANOUT TO GRADE (CITY).
23. ADJUST UTILITY BOX TO GRADE (PG&E).
25. CONTRACTOR SHALL COORDINATE WITH EBMUD'S CREWS FOR RELOCATION OF FIRE HYDRANT.
26. ADJUST WATER VALVE BOX TO GRADE (EBMUD).
27. SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

* CONTRACTOR TO COORDINATE UTILITY BOX ADJUSTMENT WITH PG&E /AT&T

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT

SCALE: 1"=5'



NOTE:
VARIABLE HEIGHT VERTICAL CURB BETWEEN SIDEWALKS PER CITY OF BERKELEY STANDARD PLAN 8146. WORK INCLUDED IN COST OF CURB RAMP.

SECTION X-X AT STA 20+78.50

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMON
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

PLAN

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3)
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK
DATE 08/22/24

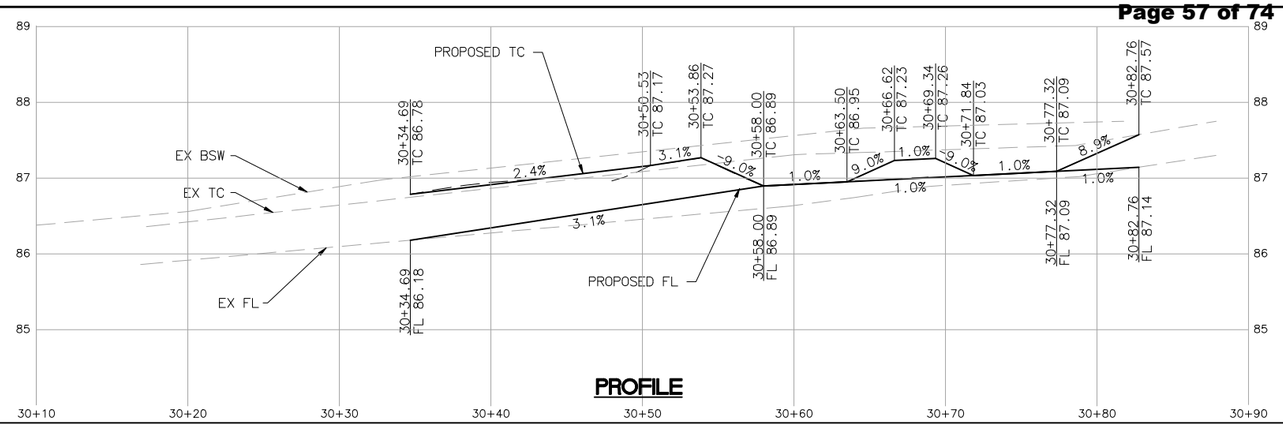
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/ACTON ST

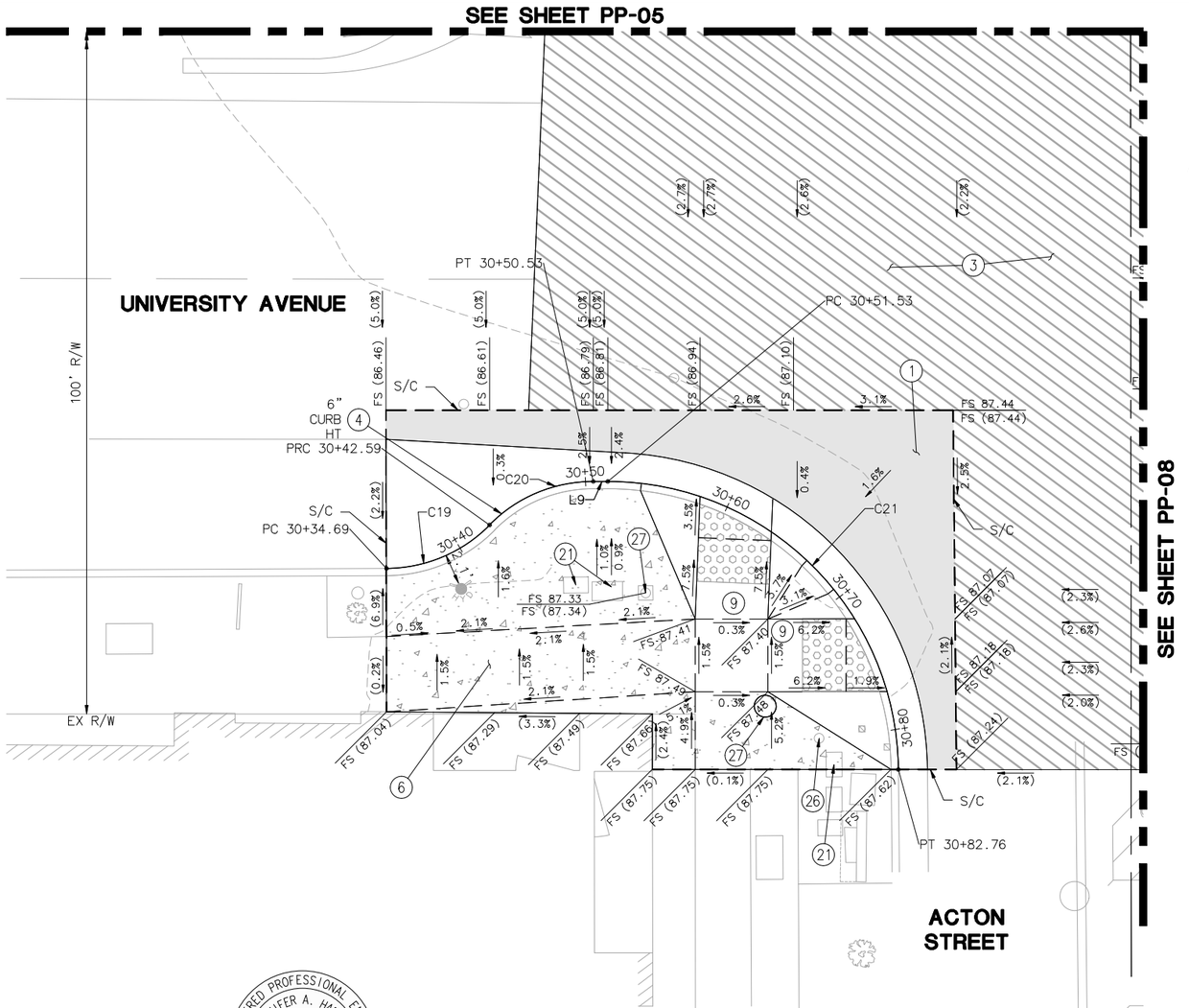
PLAN 8283
FILE 503-640
PP-06
SHEET 12 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-PP-Acton.dwg
8/22/2024 5:00 PM Aleksandra Torbica



PROFILE



Acton-SW							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C19	30+34.69	2144153.50	6046621.47	N59°01'00"E	10.00'	7.90'	4.17'
C20	30+42.59	2144157.46	6046628.07	N59°08'42"E	10.00'	7.95'	4.20'
C21	30+51.53	2144161.57	6046635.69	S53°21'31"E	20.00'	31.23'	19.82'
L9	30+50.53	2144161.43	6046634.71	N81°54'26"E	--	1.00'	--

IMPROVEMENT KEYNOTES

(1) CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
(3) CONSTRUCT 2" AC OVERLAY.
(4) CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
(6) CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
(9) CONSTRUCT CASE "A" CURB RAMP PER CALTRANS STANDARD PLAN A88A.
(21) ADJUST UTILITY BOX, VALVE & CLEANOUT TO GRADE (CITY).
(26) ADJUST WATER VALVE BOX TO GRADE (EBMUD).
(27) SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT

5 2.5 0 5 10 15
SCALE: 1"=5'

PLAN

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMON
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.

DESIGN AT
DRAWN AT
CHECK JAH
AS BUILT
HORIZ. 1" = 5'
VERT. 1" = 1'
BOOK
DATE 08/22/24

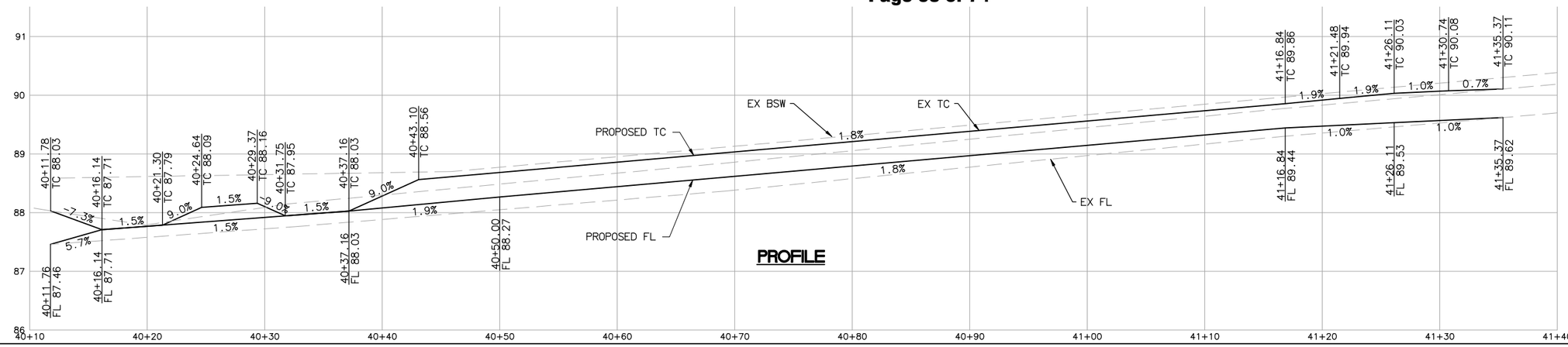
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/ACTON ST

PLAN 8283
FILE 503-640
PP-07
SHEET 13 OF 28

APPROVAL | DESCRIPTION | REVISION | MARK | DATE

C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Div\207-PP-Acton.dwg
8/22/2024 5:00 PM Aleksandra Torbica



SEE SHEET PP-06

SEE SHEET PP-07

UNIVERSITY AVENUE

ACTON STREET

TARGET STORE

SCALE 1"=5'

Acton-SE							
NO	STATION	NORTHING	EASTING	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C22	40+15.16	2144155.00	6046683.05	N36°34'48"E	15.00'	23.73'	15.17'
C23	41+16.84	2144183.10	6046772.94	S71°32'34"E	10.00'	9.27'	5.00'
C24	41+26.11	2144180.27	6046781.42	S71°31'37"E	10.00'	9.26'	4.99'
L10	40+11.78	2144151.66	6046683.56	N8°44'49"W	--	3.38'	--

IMPROVEMENT KEYNOTES

1. CONSTRUCT MINIMUM PAVEMENT SECTION PER DETAIL ON TX-01 SHEET.
2. AC TRANSIT ACCESSIBLE LANDING ZONES.
3. CONSTRUCT 2" AC OVERLAY.
4. CONSTRUCT CURB AND GUTTER PER CITY OF BERKELEY STANDARD PLAN 8145 (CURB HEIGHT AND GUTTER WIDTH/CROSS SLOPE PER PLAN).
6. CONSTRUCT SIDEWALK PER CITY OF BERKELEY STANDARD PLAN 8153.
8. CONSTRUCT BUS PAD PER CITY OF BERKELEY STANDARD PLAN 8150 (CURB HEIGHT PER PLAN).
9. CONSTRUCT CASE "A" CURB RAMP PER CALTRANS STANDARD PLAN A88A.
11. CONSTRUCT TREE WELL, DIMENSIONS PER PLAN.
15. INSTALL BUS SHELTER PAD PER DETAIL ON TX-01 SHEET.
20. ADJUST UTILITY BOX TO GRADE (AT&T).
21. ADJUST UTILITY BOX, VALVE & CLEANOUT TO GRADE (CITY).
23. ADJUST UTILITY BOX TO GRADE (PG&E).
26. ADJUST WATER VALVE BOX TO GRADE (EBMUD).
27. SEE TRAFFIC SIGNAL PLANS AND PEDESTRIAN PUSH BUTTON REACH RANGE DETAIL ON TX-01 SHEET.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW BUS STOP PAD
- NEW PAVEMENT SECTION
- TREE WELL
- 2" AC OVERLAY
- SAWCUT
- AC TRANSIT ACCESSIBLE LANDING ZONE, REAR CLEAR ZONE, AND OTHER REAR DOOR ACCESS ROUTES.

SCALE: 1"=5'

PLAN

REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMAN
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES (0 1 2 3)

DESIGN	AT
DRAWN	AT
CHECK	JAH
AS BUILT	
HORIZ.	1" = 5'
VERT.	1" = 2'
BOOK	
DATE	08/22/24

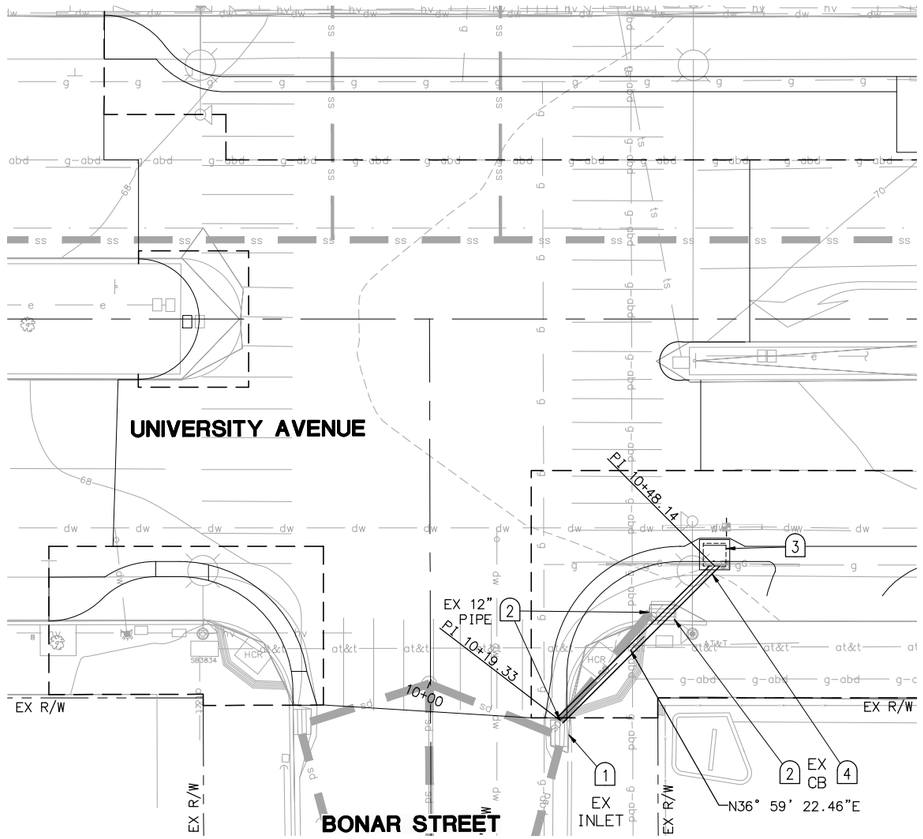
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

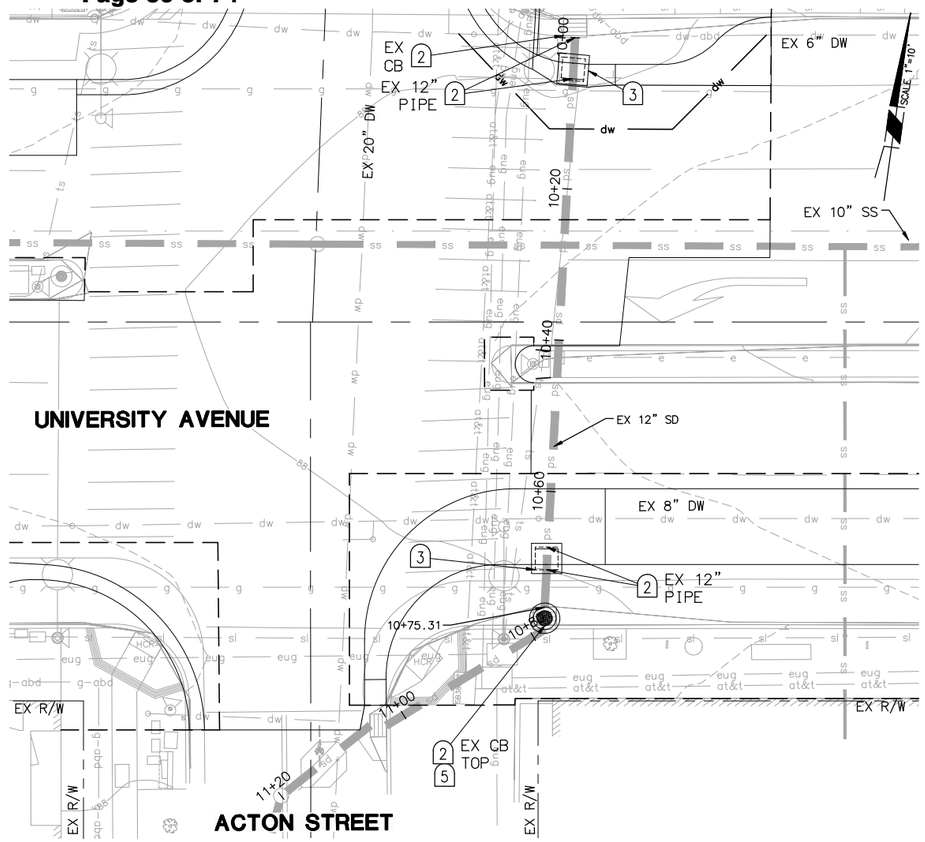
UNIVERSITY WEST BUS STOP IMPROVEMENTS
STREET PLAN AND PROFILE
UNIVERSITY AVE/ACTON ST

PLAN 8283
FILE 503-640
TX-08
SHEET 14 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

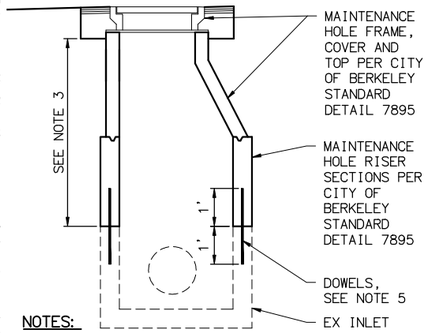
C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Dlv\207-PP-Acton.dwg
8/26/2024 11:59 AM Aleksandra Torbica





STORM DRAIN IMPRROVEMENT NOTES

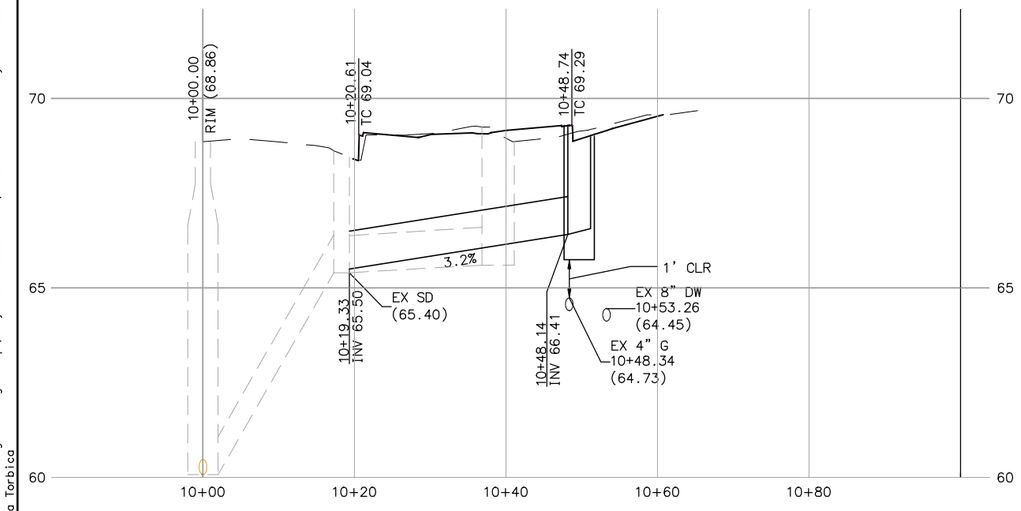
1. PROTECT EXISTING IMPROVEMENT AS NOTED.
2. REMOVE EXISTING IMPROVEMENT AS NOTED.
3. INSTALL CATCH BASIN WITH CURB INLET PER CITY OF BERKELEY STANDARD PLAN 6166 & TRASH CAPTURE SCREEN.
4. INSTALL 12" RCP.
5. INSTALL MAINTENANCE HOLE ON TOP OF EXISTING CATCH BASIN BASE PER CITY OF BERKELEY STANDARD DETAIL 7895 AND DETAIL HEREON.

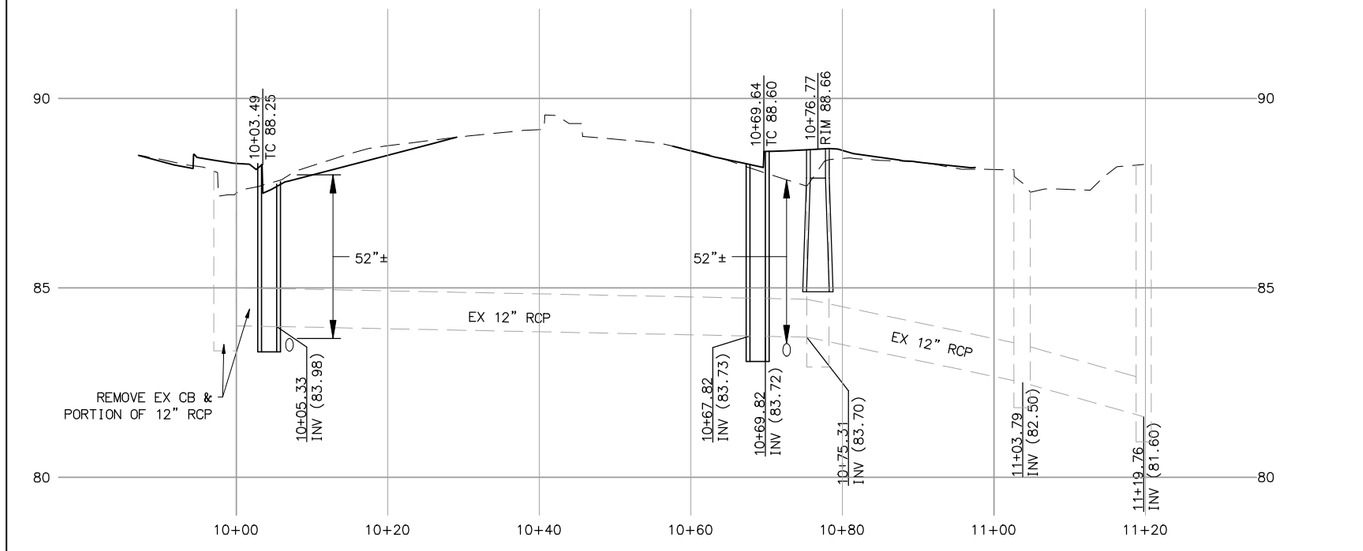


NOTES:

1. ALL REINFORCED CONCRETE SHALL BE CLASS 2 (590LBS. PORTLAND CEMENT PER CUBIC YARD).
2. SEE CITY OF BERKELEY STANDARD DETAIL 7895 FOR MAINTENANCE HOLE FRAME AND COVER DETAIL.
3. DISTANCE VARIES DEPENDING ON SIDE OPENING DIMENSION.
4. MAINTENANCE HOLE COVER FRAME SHALL BE ADJUSTED TO CONFORM TO GRADE AND CROSS SLOPE OF PAVEMENT.
5. DOWELS SHALL BE #4@8" O.C. INTO EACH EX. WALL. DOWELS SHALL BE PLACED IN 3/4" DIA. DRILLED HOLES WITH 1:1 SAND CEMENT GROUT.

5 MAINTENANCE HOLE ON EX CATCH BASIN BASE
N.T.S.





REGISTERED PROFESSIONAL ENGINEER
JENNIFER A. HARMAN
No. C 63909
Exp. 9-30-26
CIVIL
STATE OF CALIFORNIA

DIABLO ENGINEERING GROUP
1300 CLAY STREET, SUITE 600
OAKLAND, CA 94612
(510) 550-8959

PROJECT MANAGER: DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN AT	HORIZ. 1" = 10'	CITY OF BERKELEY	UNIVERSITY WEST BUS STOP IMPROVEMENTS	PLAN 8283
SURVEY PARTY CHIEF		SUPERVISING ENGINEER REGISTR. EXP.	DRAWN AT	VERT. 1" = 2'	DEPARTMENT OF PUBLIC WORKS	STORM DRAIN PLAN AND PROFILE	FILE 503-640
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES	WATERSHED REVIEW: DATE	APPROVED: DATE	CHECK JAH	BOOK		SD-01	SHEET 15 OF 28
		CITY ENGINEER R.C.E. EXP.	AS BUILT	DATE 08/22/24			

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

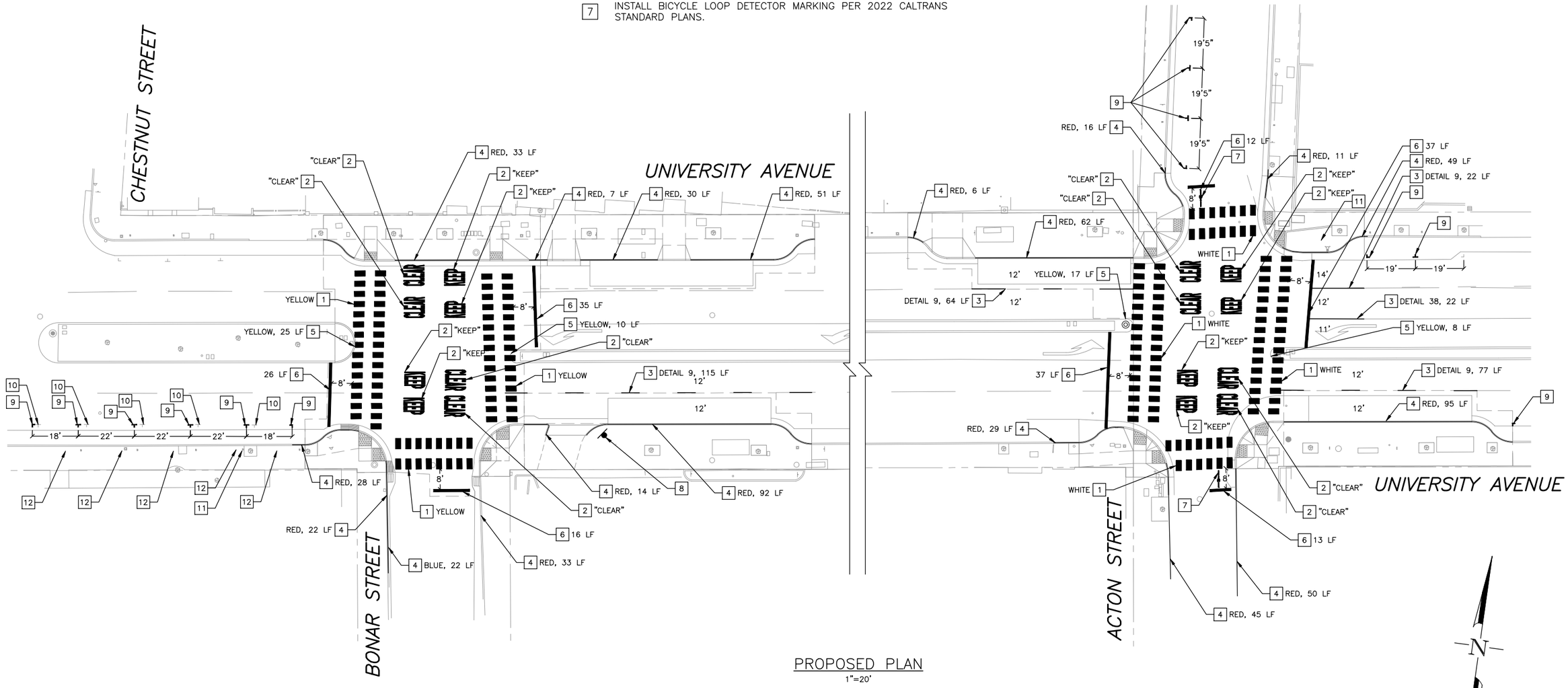
C:\Users\AleksandraTorbica\Diablo Engineering Group\Projects - Documents\000207 - University West Bus Stop\CAD\Dwg\top\CAD\Dwg\207-SD.dwg
8/22/2024 5:40 PM Aleksandra Torbica

GENERAL NOTES (THIS SHEET ONLY):

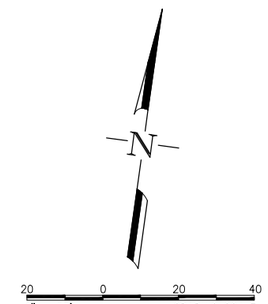
1. ALL PAVEMENT MARKINGS AND TRAFFIC STRIPES SHALL MEET CA MUTCD REQUIREMENTS, 2022 CALTRANS STANDARD PLANS AND SPECIFICATIONS.
2. EXISTING PAVEMENT MARKINGS AND TRAFFIC STRIPES IN CONFLICT WITH PROPOSED PAVEMENT MARKINGS AND TRAFFIC STRIPES SHALL BE REMOVED PRIOR TO INSTALLATION OF NEW MARKINGS AND STRIPES.
3. NEW OR REFRESHED STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL PAINT ALL COLORED CURBS WITH A NEW COAT OF PAINT WITHIN 50 FT OF CURB RAMPS ON ALL APPROACHES.

PROJECT NOTES (THIS SHEET ONLY):

1. INSTALL NEW TRIPLE FOUR CROSSWALK PER 2022 CALTRANS STANDARD PLAN A24F (COLOR AS NOTED ON PLAN).
2. INSTALL PAVEMENT MARKING PER 2022 CALTRANS STANDARD PLANS A24B (TYPE PER PLAN).
3. INSTALL TRAFFIC STRIPE PER 2022 CALTRANS STANDARD PLANS (DETAIL AND LENGTH PER PLAN).
4. PAINT CURB (COLOR AND LENGTH PER PLAN).
5. PAINT MEDIAN NOSE (COLOR AND LENGTH PER PLAN).
6. INSTALL 12" WHITE LIMIT LINE (LENGTH PER PLAN).
7. INSTALL BICYCLE LOOP DETECTOR MARKING PER 2022 CALTRANS STANDARD PLANS.
8. FURNISH AND INSTALL SIGN THAT READS "ONE WAY DO NOT ENTER" FOR PRIVATE DRIVEWAY.
9. INSTALL PARKING "T".
10. REMOVE PARKING "T".
11. REMOVE PARKING METER POST. PRIOR TO POST REMOVAL, COORDINATE REMOVAL OF PARKING METER HEAD WITH CITY. CITY FORCES TO REMOVE METER HEAD.
12. INSTALL NEW PARKING METER POST. CITY FORCES TO INSTALL PARKING METER HEAD.



PROPOSED PLAN
1"=20'



Underground Service Alert
DIG ALERT BEFORE YOU DIG
Call: TOLL FREE
811/800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY M. RUEGG
No. 71946
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
8/22/2024

THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

FEHR PEERS
2201 Broadway Suite 602
Oakland, CA 94612 (510) 834-3200

PROJECT MANAGER: DATE	DEPICTION OF MONUMENTS: DATE	SUBMITTED: DATE	DESIGN EG	HORIZ.	CITY OF BERKELEY	UNIVERSITY WEST BUS STOP IMPROVEMENTS	PLAN
SURVEY PARTY CHIEF	WATERSHED REVIEW: DATE	SUPERVISING ENGINEER REGISTR. EXP.	DRAWN EG	VERT.	DEPARTMENT OF PUBLIC WORKS	SIGNING AND STRIPING PLAN	FILE
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES		APPROVED: DATE	CHECK GR	BOOK			SHEET 16 OF 28
		CITY ENGINEER R.C.E. EXP.	AS BUILT	DATE 08/22/24			

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

W:\Oakland N Drive\Projects\2022\OK22-0490.00_UniversityWestBusStop\CAD\100_Submittal\0490-SignStriping.dwg
8/26/2024 11:59 AM Ellen Geyer

TRAFFIC SIGNAL GENERAL NOTES:

1. SYMBOLS AND ABBREVIATIONS ARE PER CALTRANS 2022 STANDARD PLANS A3A, A3B, A3C, RS ES–1A, RSP ES–1B, RSP ES–1C.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, 2022 STANDARD PLANS AND 2022 SPECIFICATIONS OF THE STATE OF CALIFORNIA, AND ALL ADDENDA THERETO, AND THE CURRENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. THE CONTRACTOR SHALL PROVIDE A COPY OF ALL TRAFFIC SIGNAL MATERIALS TO CITY ENGINEER AND STATE RESIDENT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT.
4. ALL PROPOSED TRAFFIC SIGNAL EQUIPMENT LOCATIONS SHALL BE FIELD LOCATED AND VERIFIED BY CITY ENGINEER PRIOR TO POTHOLING, INCLUDING, BUT NOT LIMITED TO, FOUNDATIONS FOR POLES AND CABINETS.
5. THE CONTRACTOR SHALL WORK WITH CITY STAFF IN THE CONFIGURATION AND TIMING OF TRAFFIC SIGNAL CONTROLLER.
6. THE CONTRACTOR SHALL DELIVER THE NEW 2070 CONTROLLERS WITH MCCAIN 2033 SOFTWARE PREINSTALLED TO CITY OF BERKELEY CORPORATION YARD AT 1326 ALLSTON WAY, BERKELEY, CA 94702, FOR A 30–DAY TEST.
7. ALL SIGNAL EQUIPMENT SHALL BE CONFIGURED, INSTALLED, AND TESTED AT PROJECT INTERSECTIONS BY THE CONTRACTOR PRIOR TO ACCEPTANCE, INCLUDING BUT NOT LIMITED TO:
   A. BATTERY BACKUP UNIT
   B. AUDIBLE PEDESTRIAN SIGNAL SYSTEM
   C. COMMUNICATION SWITCHES
   D. SIGNAL CONTROLLER
   E. PEDESTRIAN COUNTDOWN SIGNALS
   F. GPS PREEMPTION RADIO
   G. VIDEO DETECTION SYSTEM
   H. SIGNAL INTERCONNECT
8. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES IN THE FIELD. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 800–642–2444 AT LEAST 48 HOURS PRIOR TO ANY UNDERGROUND WORK. ANY UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE THEIR RESPONSIBILITY AND SHALL BE REPAIRED BY THEM AND THEIR EXPENSE.
9. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BERKELEY AND FEHR AND PEERS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
10. THE CONTRACTOR SHALL COMPLY WITH THE STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART 6, TEMPORARY TRAFFIC CONTROL, AND SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION THROUGH THE CONSTRUCTION ZONE DURING WORKING HOURS. LANE CLOSURES SHALL BE LIMITED TO THE TIME PERIOD OF 9 AM TO 4 PM WEEKDAYS.
11. EXISTING SIGNAL AND ELECTRICAL EQUIPMENT TO BE REMOVED AND SALVAGED SHALL BE RETURNED TO CITY OF BERKELEY PUBLIC WORKS DEPARTMENT. ALL EQUIPMENT SALVAGING SHALL BE COORDINATED WITH THE CITY ENGINEER. DISPOSE OF ANY EXISTING EQUIPMENT THAT CITY STAFF DEEMS NOT SALVAGEABLE.
12. ALL PULL BOXES SHALL BE CALTRANS STANDARD NUMBER 5 PULL BOXES UNLESS OTHERWISE NOTED ON PLANS.
13. PULL BOXES SHALL BE SPACED A MAXIMUM OF 200' APART.
14. AT LOCATION OF NEW TRAFFIC SIGNAL POLES, CONTRACTOR SHALL POTHOLE AND VERIFY LOCATIONS OF UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF POLE FOUNDATIONS
15. NEW SIGNAL HEAD SHOULD BE 12" LED WITH BACK COLOR AND POLY MATERIAL. ALL BACKPLATES SHALL HAVE A 2" RETROREFLECTIVE BORDER.
16. NEW COUNTDOWN PEDESTRIAN SIGNAL HEADS SHALL BE LED.
17. NEW PEDESTRIAN PUSH BUTTONS SHALL COMPLY WITH ACCESSIBLE PEDESTRIAN SIGNAL STANDARDS PER CALTRANS AND THE MUTCD.
18. SIGNAL PLANS ARE ACCURATE FOR ELECTRICAL WORK ONLY.
19. SIGNS AND PAVEMENT MARKINGS AND STRIPING NOT ALL SHOWN ON THIS SHEET. REFER TO SHEET SS–1. ALL NEW SIGNS SHALL CONFORM TO THE CAMUTCD.
20. CONTRACTOR SHALL COORDINATE SERVICE CONNECTION OF POWER WITH CITY AND PG&E REPRESENTATIVE.
21. NO ABOVE GROUND ELECTRICAL WORK SHALL BE PERFORMED ON ANY SYSTEM WITHIN THE PROJECT SITE UNTIL ALL CONTRACTOR–FURNISHED ELECTRICAL MATERIALS FOR THE INDIVIDUAL SYSTEM HAVE BEEN TESTED AND DELIVERED TO CONTRACTOR.
22. POLE AND EQUIPMENT PLACEMENT SHALL BE CONFIRMED IN THE FIELD BY CONTRACTOR, CITY REPRESENTATIVE AND ENGINEER OF RECORD.
23. DE–ENERGIZING OF EXISTING POWER MAY BE REQUIRED FOR INSTALLATION OF TRAFFIC SIGNAL POLES AND EQUIPMENT. CONTRACTOR SHALL COORDINATE DE–ENERGIZING OF POWER WITH CITY AND PG&E REPRESENTATIVE. USE CAUTION WHEN INSTALLING SIGNAL/LIGHTING POLES NEAR OVERHEAD UTILITIES.
24. POLES AND SIGNAL EQUIPMENT MUST BE PAINTED BROWN COLOR IN COMPLIANCE WITH THE CITY OF BERKELEY SPECIFICATION, REFER TO PROJECT SPECIFICATIONS FOR DETAILS.
25. ANY EXISTING DETECTOR LOOPS THAT ARE AFFECTED BY WORK AS PART OF THIS PROJECT SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO EXTRA EXPENSE FROM THE CITY,

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
811/800
227–2600
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
JEFFREY M. RECORDS
No. 71946
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
8/22/2024

THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

FEHR PEERS
2201 Broadway Suite 602, Oakland, CA 94612 (510) 834–3200

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER

REGISTR. EXP.
R.C.E. EXP.

DESIGN EG
DRAWN EG
CHECK GR
AS BUILT
HORIZ.
VERT.
BOOK
DATE 08/22/24

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
TRAFFIC SIGNAL GENERAL NOTES

PLAN
FILE
SHEET 17 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

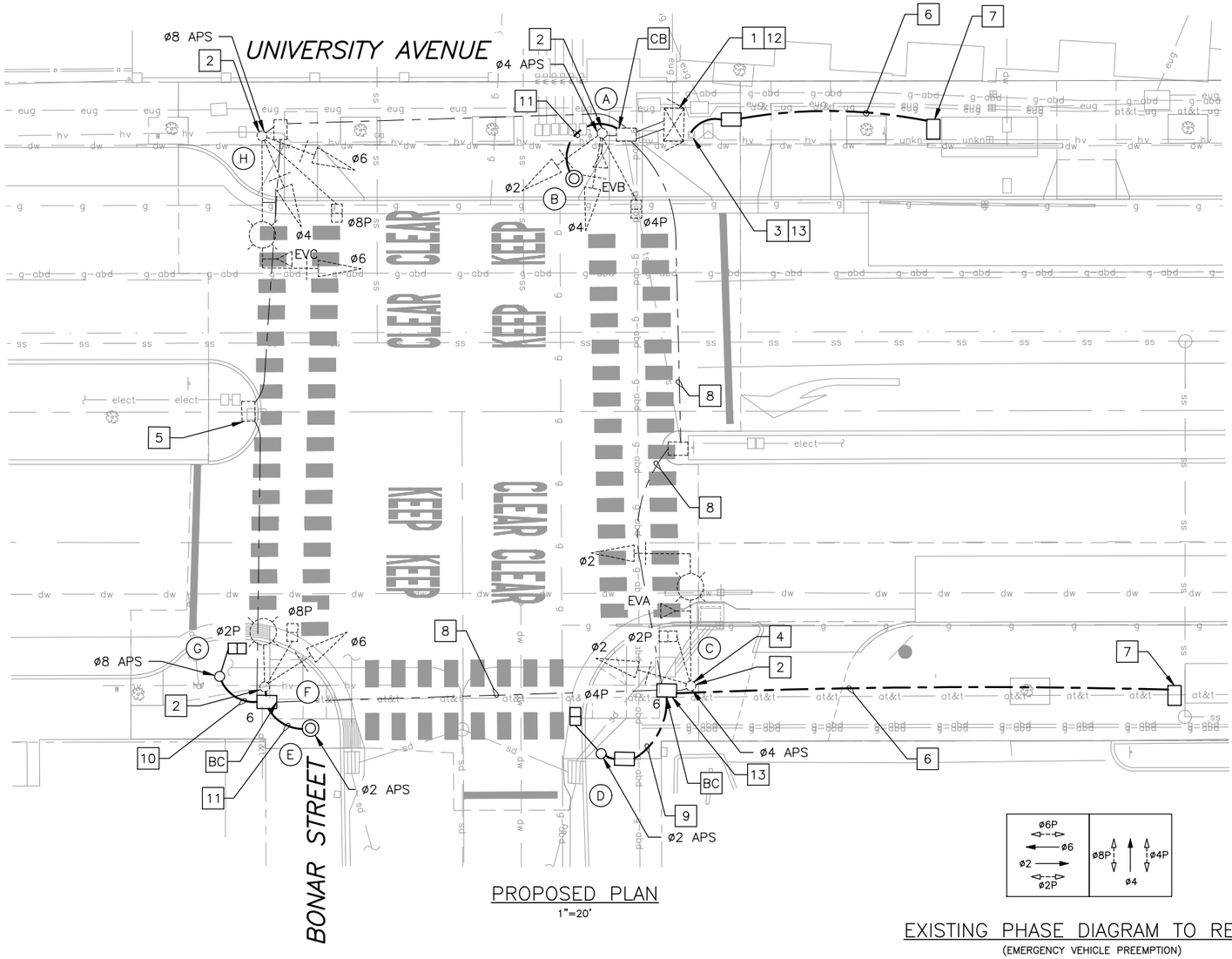
W:\Oakland N Drive\Projects\2022\0K22-0490.00_UniversityWestBusStop\CAD\100_Submittal\0490-Signal.dwg
8/26/2024 11:50 AM Ellen Geyer

GENERAL NOTES (THIS SHEET ONLY):

1. SEE SHEET TS-01 FOR TRAFFIC SIGNAL GENERAL NOTES

PROJECT NOTES (THIS SHEET ONLY):

1. PROTECT IN PLACE EXISTING TRAFFIC SIGNAL CABINET AND ELECTRICAL SERVICE EQUIPMENT ENCLOSURE.
2. PROTECT IN PLACE EXISTING TRAFFIC SIGNAL POLE AND EQUIPMENT.
3. INTERCEPT EXISTING STREETLIGHT CONDUCTORS AT BASE OF POLE OR ADJACENT.
4. ROTATE EXISTING PEDESTRIAN SIGNAL HEAD AND MODIFY WIRING TO RECONFIGURE AS PHASE 8 PEDESTRIAN SIGNAL PHASE.
5. INSTALL NEW PULL BOX AND RECONNECT CONDUITS TO PULL BOX IN MODIFIED MEDIAN.
6. INSTALL 2"C, 3#10 (STREETLIGHT).
7. INSTALL PULL BOX ADJACENT TO TRANSIT SHELTER. CONNECT STREETLIGHT CONDUCTORS TO TRANSIT SHELTER LIGHTING SYSTEM PER MANUFACTURERS RECOMMENDATIONS.
8. INSTALL 3#14 INTO EXISTING CONDUIT FOR PHASE 2 PEDESTRIAN SIGNAL HEADS.
9. INSTALL 2"C, 2#14 (PEDESTRIAN SIGNAL), 2#14 (APS, APS NEUTRAL).
10. INSTALL 2"C, 2#14 (PEDESTRIAN SIGNAL).
11. INSTALL 2"C, 2#14 (APS, APS NEUTRAL).
12. REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON CONTROL UNIT. INSTALL NEW PUSH BUTTON CONTROL COMMUNICATION CONTROL UNIT.
13. SPLICE NEW TO EXISTING CONDUCTORS FOR NEW BUS SHELTER LIGHTING.



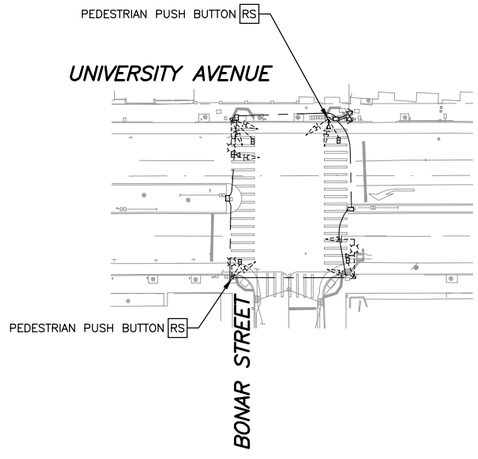
PROPOSED PLAN
1"=20'

POLE AND EQUIPMENT SCHEDULE										
	STANDARD			VEH SIG MTG		PED SIGNAL MTG	APS		LED LUM WATTAGE	SPECIAL REQUIREMENTS
	TYPE	SIG MA	LUM ARM	MAST	POLE		ø	ARROW		
(A)	1-B (E)	–	–	–	TV-2-T (E)	SP-1-T (E)	–	–	–	–
(B)	PBA TYPE 2 POST	–	–	–	–	–	4	←	–	–
(C)	17A-2-100 (E)	20' (E)	12' (E)	MAS (E)	SV-1-T (E)	SP-1-T	4	←	74 (E)	ROTATE EXISTING PEDESTRIAN SIGNAL HEAD. REWIRE PEDESTRIAN SIGNAL HEAD TO PHASE 2.
(D)	1-B (7')	–	–	–	–	TP-1-T	2	→	–	–
(E)	PBA TYPE 2 POST	–	–	–	–	–	2	←	–	–
(F)	1-B (E)	–	–	–	TV-1-T (E)	SV-1-T (E)	–	–	74 (E)	–
(G)	1-B (7')	–	–	–	–	TP-1-T	8	→	–	–
(H)	17A-2-100 (E)	20' (E)	12' (E)	MAS (E)	SV-2-T (E)	SP-1-T (E)	8	←	74 (E)	–

NOTES:

ALL EQUIPMENT IS NEW, UNLESS OTHERWISE NOTED.

(E) DENOTES EXISTING EQUIPMENT



REMOVAL PLAN
1"=40'

EXISTING PHASE DIAGRAM TO REMAIN
(EMERGENCY VEHICLE PREEMPTION)
EVA = ø2
EVB = ø4
EVC = ø6



10 0 10 20
1" = 10' GRAPHIC SCALE

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
811/800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
JEFFREY M. RIBEIRA
No. 71946
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
8/22/2024

THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

FEHR PEERS
2201 Broadway Suite 602 Oakland, CA 94612 (510) 834-3200

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

SUBMITTED: DATE
SUPERVISING ENGINEER EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN EG
DRAWN EG
CHECK GR
AS BUILT
HORIZ.
VERT.
BOOK
DATE 08/22/24

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
TRAFFIC SIGNAL PLAN
UNIVERSITY AVENUE/BONAR STREET

PLAN TS-02
FILE
SHEET 18 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

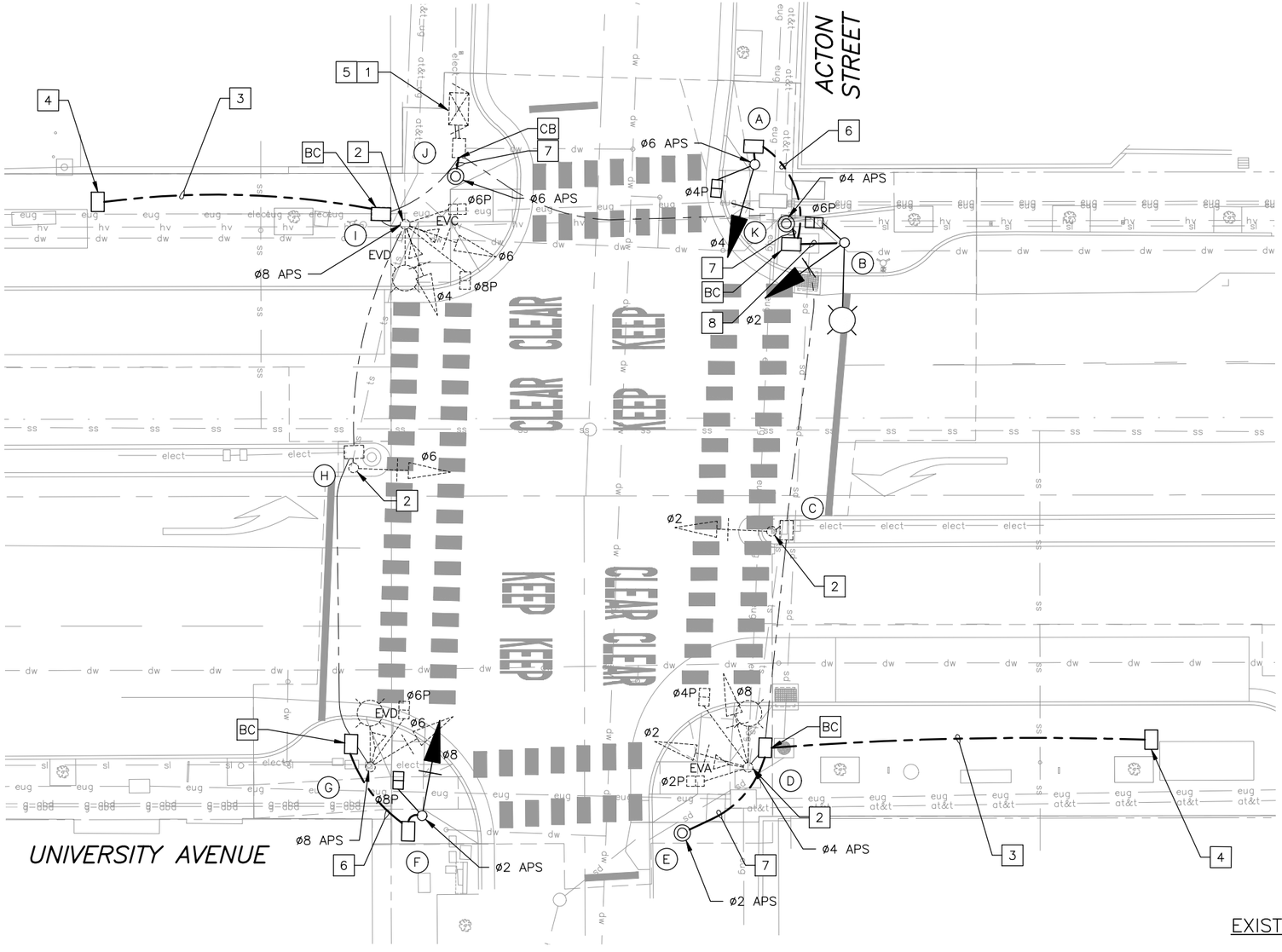
W:\Oakland N Drive\Projects\2022\OK22-0490.00_UniversityWestBusStop\CAD\100_Submittal\0490-Signal.dwg
8/26/2024 11:50 AM Ellen Geyer

GENERAL NOTES (THIS SHEET ONLY):

1. SEE SHEET TS-01 FOR TRAFFIC SIGNAL GENERAL NOTES

PROJECT NOTES (THIS SHEET ONLY):

1. PROTECT IN PLACE EXISTING TRAFFIC SIGNAL CABINET AND ELECTRICAL SERVICE EQUIPMENT ENCLOSURE.
2. PROTECT IN PLACE EXISTING TRAFFIC SIGNAL POLE AND EQUIPMENT.
3. INSTALL 2"C, 3#10 (STREETLIGHT).
4. INSTALL PULL BOX ADJACENT TO TRANSIT SHELTER. CONNECT STREETLIGHT CONDUCTORS TO TRANSIT SHELTER LIGHTING SYSTEM PER MANUFACTURERS RECOMMENDATIONS.
5. INSTALL NEW PUSH BUTTON CENTRAL COMMUNICATION CONTROL UNIT.
6. INSTALL 3"C, 3#14 (VEHICLE SIGNAL), 2#14 (PEDESTRIAN SIGNAL), 1#14 (APS), (3#14 SPARE), 1#14 (NEUTRAL).
7. INSTALL 2"C, 1#14 (APS), 1#14 (NEUTRAL).
8. INSTALL 3" C, 3#14 (VEHICLE SIGNAL), 2#14 (PEDESTRIAN SIGNAL), 1#14 (NEUTRAL).



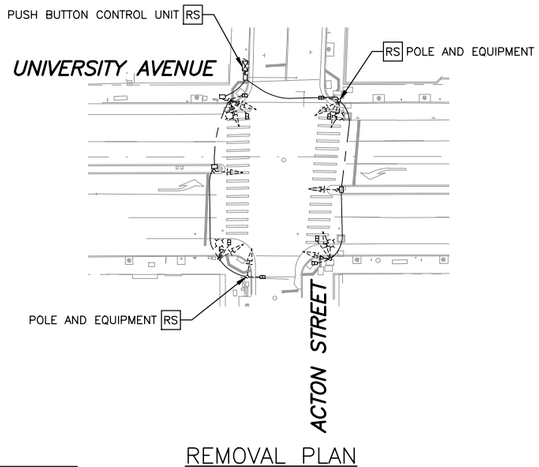
PROPOSED PLAN
1"=20'

POLE AND EQUIPMENT SCHEDULE

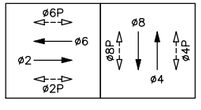
	STANDARD			VEH SIG MTG		PED SIGNAL MTG	APS		LED LUM WATTAGE	SPECIAL REQUIREMENTS
	TYPE	SIG MA	LUM ARM	MAST	POLE		ø	ARROW		
A	1-B	–	–	–	TV-1-T	SP-1-T	6	←	–	–
B	15-TS	–	12'	–	SV-1-T	SP-1-T	–	–	74	–
C	1-B (E)	–	–	–	TV-1-T (E)	–	–	–	–	–
D	15-TS (E)	–	12' (E)	–	SV-2-T (E)	SP-2-T (E)	4 (E)	←	74 (E)	–
E	PBA TYPE 2 POST	–	–	–	–	–	2	→	–	–
F	1-B	–	–	–	TV-1-T	SP-1-T	2	←	–	–
G	15-TS (E)	–	12'	–	SV-1-T (E)	SP-1-T (E)	8 (E)	→	74	
H	1-B (E)	–	–	–	TV-1-T (E)	–	–	–	–	–
I	15-TS (E)	–	12' (E)	–	SV-2-T (E)	SP-2-T (E)	8 (E)	←	–	–
J	PBA TYPE 2 POST	–	–	–	–	–	6	→	–	–
K	TYPE 2	–	–	–	–	–	4	→	–	–

NOTES:

ALL EQUIPMENT IS NEW, UNLESS OTHERWISE NOTED.



REMOVAL PLAN
1"=40'



EXISTING PHASE DIAGRAM TO REMAIN
(EMERGENCY VEHICLE PREEMPTION)
EVA = ø2
EVB = ø4
EVC = ø6
EVB = ø8



10 0 10 20
1" = 10' GRAPHIC SCALE

Underground Service Alert
Call: TOLL FREE
811/800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
JEFFREY M. RECORDS
No. 71946
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA
8/22/2024

THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

FEHR PEERS
2201 Broadway Suite 602 Oakland, CA 94612 (510) 834-3200

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN EG
DRAWN EG
CHECK GR
AS BUILT
HORIZ.
VERT.
BOOK
DATE 08/22/24

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
TRAFFIC SIGNAL PLAN
UNIVERSITY AVENUE/ACTON STREET

PLAN
FILE
SHEET 19 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

W:\Oakland N Drive\Projects\2022\0K22-0490.00_UniversityWestBusStop\CAD\100_Submittal\0490-Signal.dwg
8/26/2024 11:50 AM Ellen Geyer

ABBREVIATIONS

℄ CENTER LINE
ø DIAMETER

KEY

WHEELCHAIR RESTING SPACE

AC TRANSIT ACCESSIBLE LANDING ZONE, REAR CLEAR ZONE

BUS

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL EXERCISE DUE CAUTION DURING CONSTRUCTION TO PROTECT ANY EXISTING LANDSCAPING, FIXTURES, SIGNS, EQUIPMENT, CONCRETE SIDEWALK, CONCRETE DRIVEWAY, CONCRETE CURB AND GUTTER, A.C. PAVING, UTILITIES, ETC. TO REMAIN. ANY DAMAGE RESULTING FROM CONTRACTOR OPERATIONS SHALL BE REPAIRED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE CITY.

2. CONTRACTOR SHALL RESTORE ALL EXISTING PRIVATE AND PUBLIC IMPROVEMENTS DAMAGED DURING CONSTRUCTION TO THEIR EXISTING CONDITION OR BETTER. THIS INCLUDES BUT IS NOT LIMITED TO ALL LANDSCAPING, IRRIGATION, FENCING, DRIVEWAYS, SIGNS, A.C. PAVING, CONCRETE WORK, UTILITIES, SITE FURNITURE, LIGHTING, ETC. UNLESS NOTED OR DIRECTED OTHERWISE BY ENGINEER.

3. THE CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE-GROUND AND UNDERGROUND, INCLUDING VEGETATION, ROOTS AND DELETERIOUS MATERIALS, AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. TREE ROOTS AND BRANCHES SHALL ONLY BE TRIMMED, CUT AND/OR REMOVED IN COORDINATION WITH AND WITH APPROVAL OF CITY OF BERKELEY ARBORIST. TREES AND THEIR ROOTS SHALL BE PROTECTED AS PER THE SPECIFICATIONS AND PLANS.

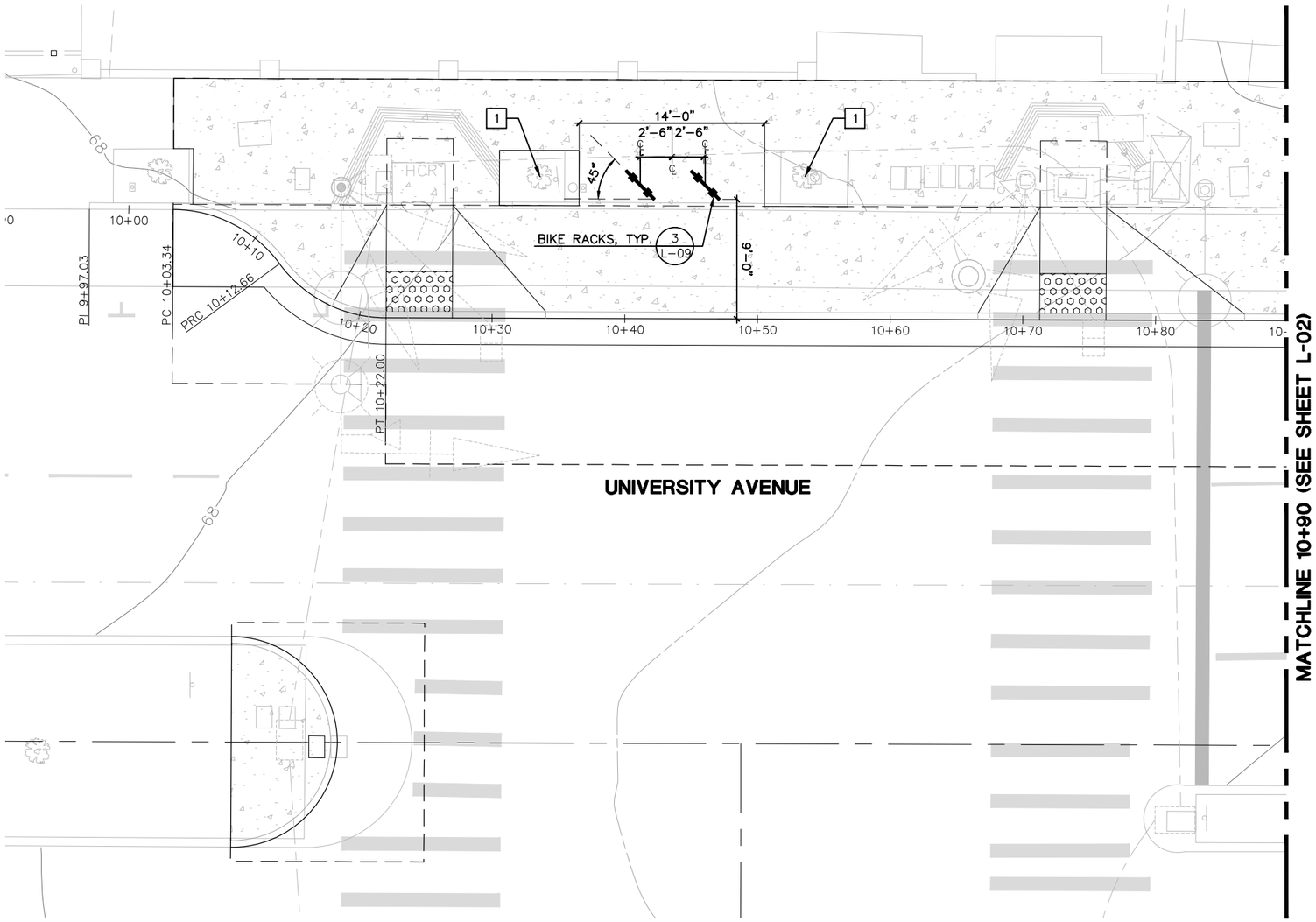
4. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE SIMILAR TO THAT INDICATED OR NOTED FOR SIMILAR CONDITIONS AND CASES OF CONSTRUCTION ON THIS PROJECT. REFERENCES OF NOTES AND DETAILS TO SPECIFICATIONS AND LOCATION SHALL NOT LIMIT THEIR APPLICABILITY.

5. ALL TREES IN PROJECT AREA TO HAVE TRUNK PROTECTION AND ROOT PRUNING AS NEEDED. LOWEST SCAFFOLD LIMBS MAY ALSO REQUIRE THIS PROTECTION AS DIRECTED BY THE CITY ARBORIST OR ENGINEER.

6. PROJECT ARBORIST IS RESPONSIBLE FOR PROJECT TREE CANOPY PRUNING AND CLEARING. CONTRACTOR SHALL NOTIFY ENGINEER OF NEEDED TREE PRUNING AND CLEARING TO INSTALL BUS SHELTER AND OTHER POTENTIAL CONSTRUCTION ACTIVITIES AT LEAST TWO WEEKS PRIOR TO PRUNING AND CLEARING TAKING PLACE.

LAYOUT NOTES

1. HORIZONTAL AND VERTICAL DIMENSIONS PROVIDED ON THE DRAWINGS ARE APPROXIMATE. FIELD MEASUREMENTS MAY VARY FROM THOSE ON THE DRAWINGS. ADJUSTMENTS TO LINE AND GRADE MAY BE MADE BY ENGINEER DURING CONSTRUCTION.



CONSTRUCTION NOTES

1 PROTECT TREE, TYP

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Cyprene Lashonde Erickson — No. 6320 — Signature — 12-31-25 Renewal Date — 8-22-24 Date — STATE OF CALIFORNIA

COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

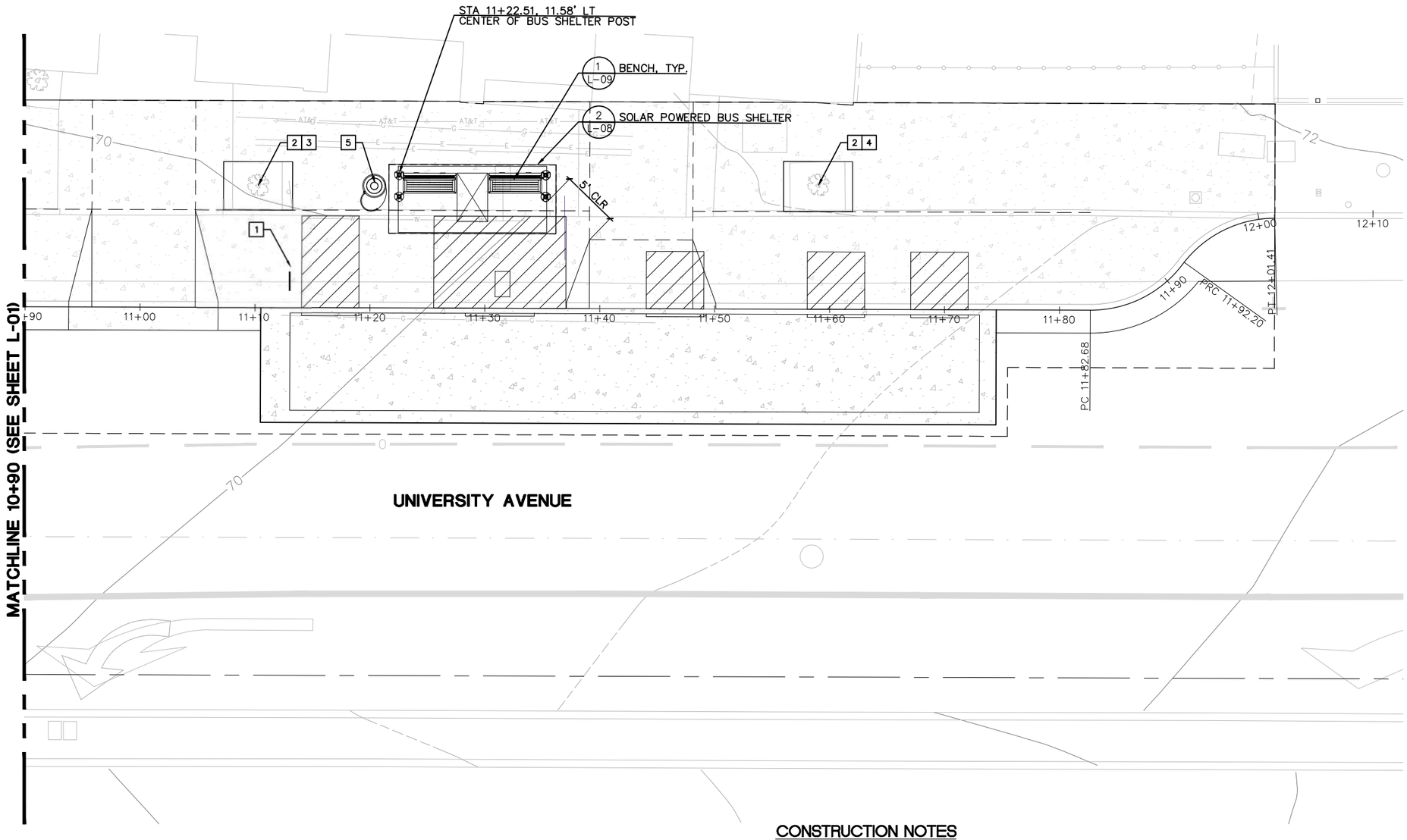
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
BONAR STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640
SHEET 20 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

/Users/soulbyyoon/Desktop/Desktop - Soulby's MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 3:41 PM Soulby Yoon



CONSTRUCTION NOTES

1. CONTRACTOR MUST COORDINATE WITH AC TRANSIT TO REMOVE AND RELOCATE BUS STOP FLAGS. COORDINATE WITH SAMAH ITANI, ASSISTANT TRANSPORTATION PLANNER (SITANI@ACTRANSIT.COM) WITH 2 WEEKS NOTICE.
2. PROTECT TREE, TYP
3. PRUNE TREE TO PROVIDE MIN. 7' CLEARANCE AND BALANCE TREE SHAPE. PRUNE TO CROWN THIN CANOPY TO ALLOW SOLAR ACCESS TO ADJACENT SOLAR POWERED BUS SHELTER AS NEEDED.
4. PRUNE TO CROWN THIN CANOPY TO ALLOW SOLAR ACCESS TO ADJACENT SOLAR POWERED BUS SHELTER AS NEEDED.
5. INSTALL SALVAGED TRASH/RECYCLING RECEPTACLE

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

811 Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Corinne Gaidale Erickson, No. 5630 — Signature 12.31.25 Renewal Date 8.22.24 Date — STATE OF CALIFORNIA

cd+a COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE

SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER

REGISTR. EXP.
R.C.E. EXP.

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

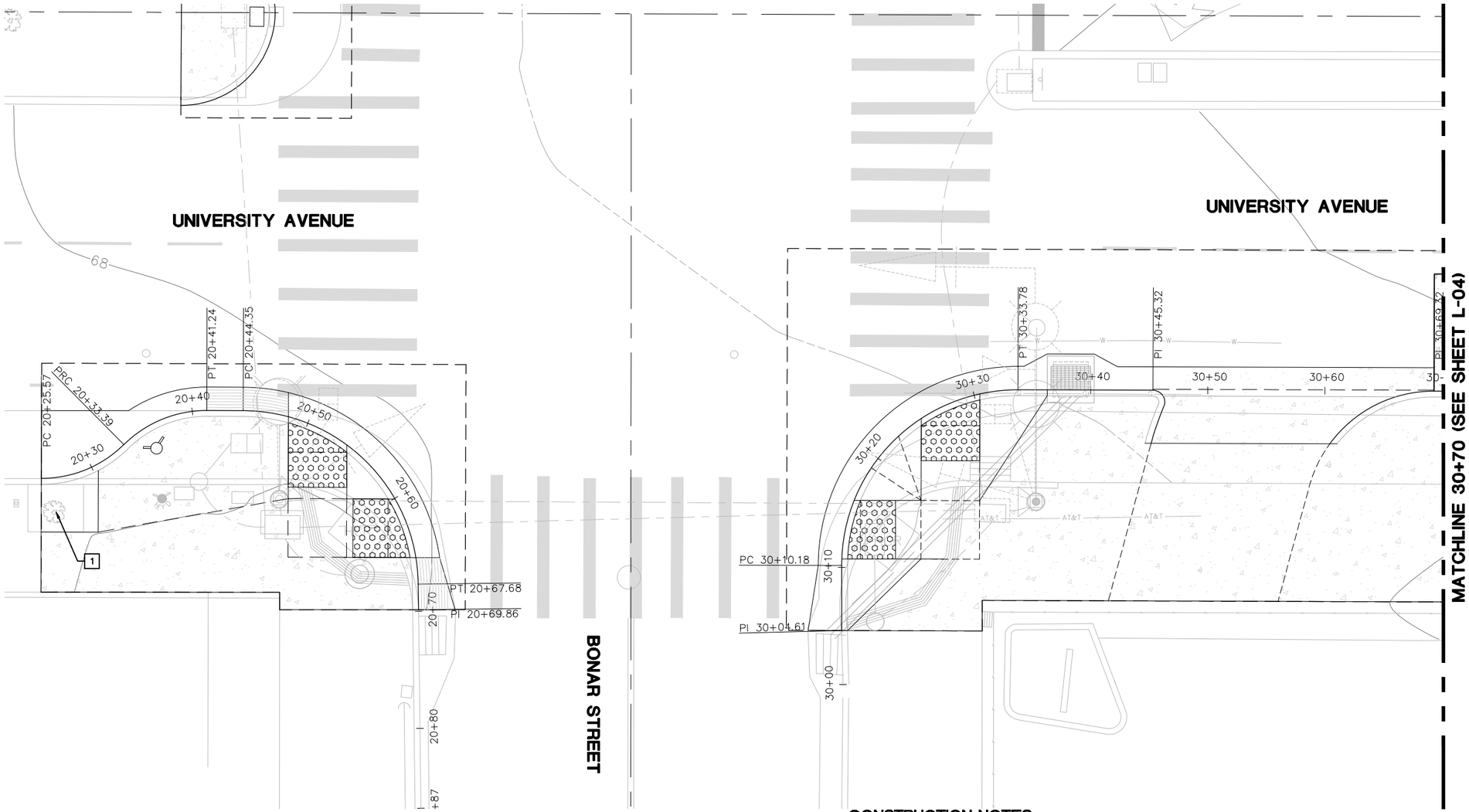
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
BONAR STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640
SHEET 21 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

/Users/soulbyyoon/Desktop/Desktop – Soulby's MacBook Pro/CDA WORK/Project/University West/University West–100% Landscape Plans /CDA–Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon



CONSTRUCTION NOTES

1 PROTECT TREE, TYP

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

811 Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Corinne Goldade Erickson — No. 5520 — Signature 12-31-25 Renewal Date 8-22-24 Date — STATE OF CALIFORNIA

COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

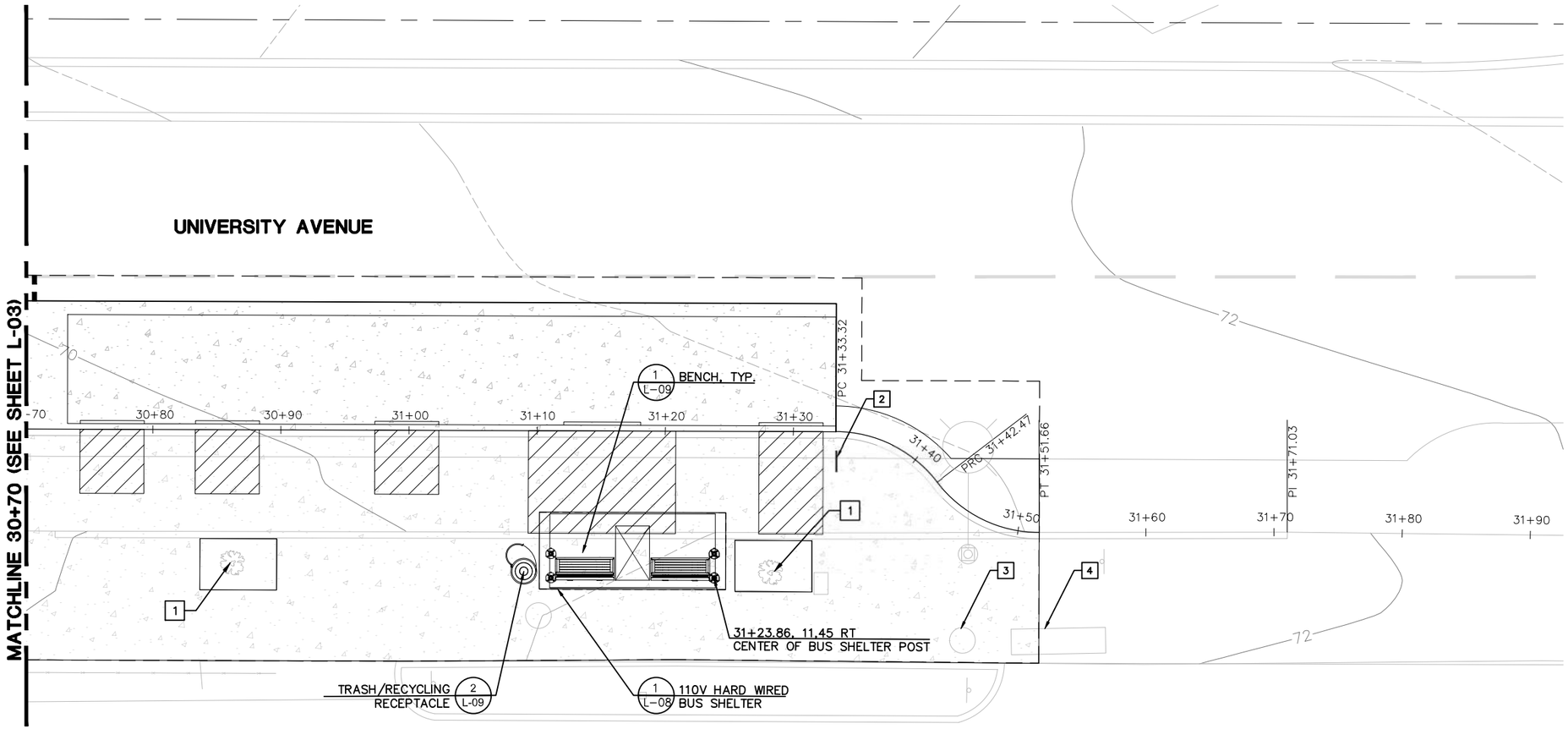
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
BONAR STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640
SHEET 22 OF 28

REVISION	MARK	DATE	DESCRIPTION	APPROVAL

/Users/soulbyyoon/Desktop/Desktop – Soulbys MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon



CONSTRUCTION NOTES

1. PROTECT TREE, TYP
2. CONTRACTOR MUST COORDINATE WITH AC TRANSIT TO REMOVE AND RELOCATE BUS STOP FLAGS. COORDINATE WITH SAMAH ITANI, ASSISTANT TRANSPORTATION PLANNER (SITANI@ACTRANSIT.COM) WITH 2 WEEKS NOTICE.
3. REMOVE, SALVAGE AND REINSTALL TRASH/RECYCLING RECEPTACLE AT LOCATION SHOWN ON SHEET L-02
4. REMOVE BENCH AND SALVAGE TO CITY CORPORATION YARD

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

811 Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Corrine Goldade Erickson — No. 5920 — Signature — 12-31-25 Renewal Date — 8-22-24 Date — STATE OF CALIFORNIA

cda COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

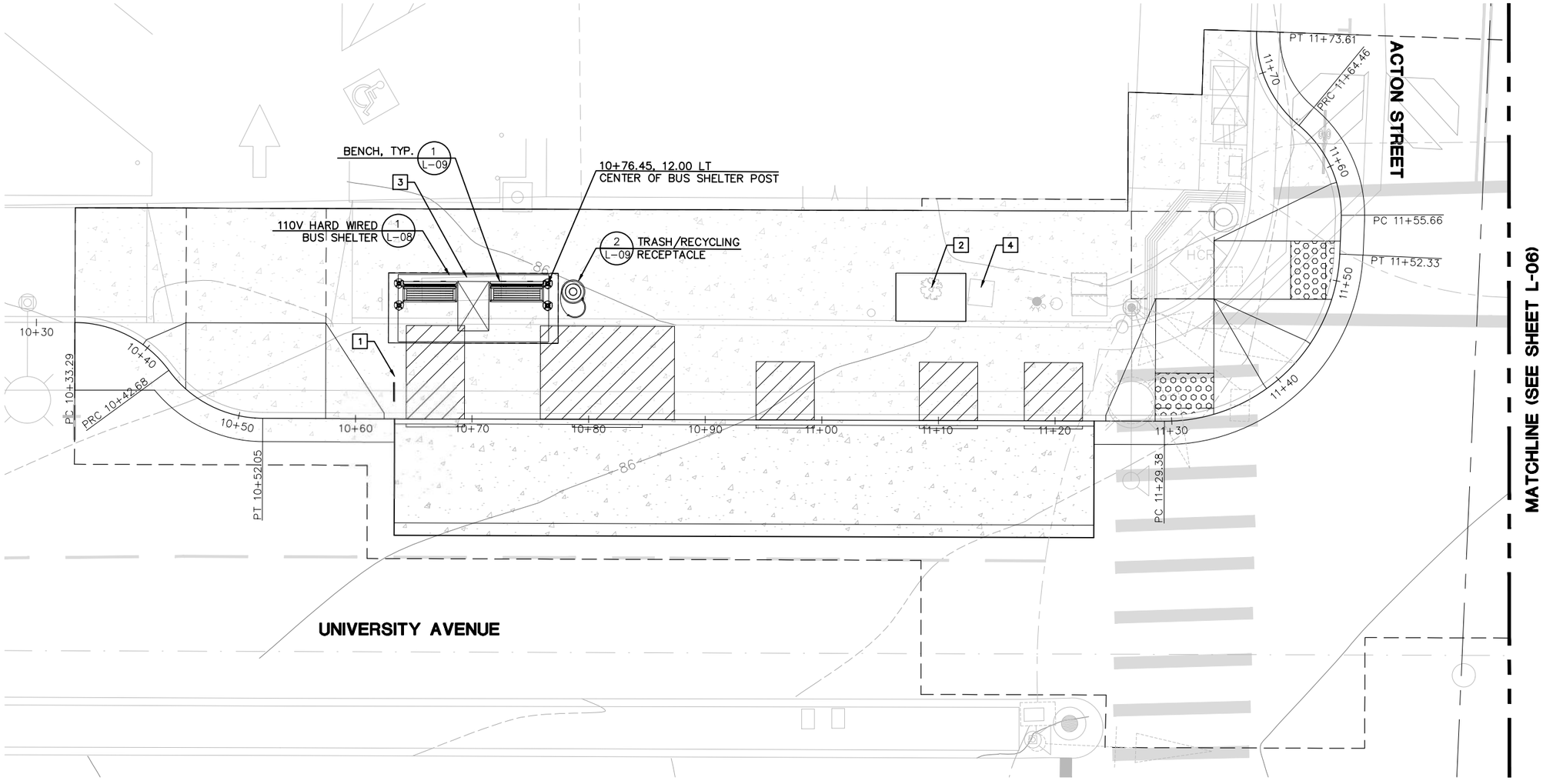
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
BONAR STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640
L-04
SHEET 23 OF 28

MARK	DATE	DESCRIPTION	APPROVAL

/Users/soulbyyoon/Desktop/Desktop – Soulby's MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon



CONSTRUCTION NOTES

1. CONTRACTOR MUST COORDINATE WITH AC TRANSIT TO REMOVE AND RELOCATE BUS STOP FLAGS. COORDINATE WITH SAMAH ITANI, ASSISTANT TRANSPORTATION PLANNER (SITANI@ACTRANSIT.COM) WITH 2 WEEKS NOTICE.
3. PROTECT TREE, TYP
3. REMOVE BENCH AND SALVAGE TO CITY CORPORATION YARD
4. REMOVE TRASH/RECYCLING RECEPTACLE AND SALVAGE TO CITY CORPORATION YARD

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

811 Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Corgene Goldade Erickson, No. 5020 — Signature 12-31-25 — Renewal Date 8-22-24 — Date — STATE OF CALIFORNIA

cd+a COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES

SUBMITTED: DATE
SUPERVISING ENGINEER REGISTR. EXP.
APPROVED: DATE
CITY ENGINEER R.C.E. EXP.

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT

HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

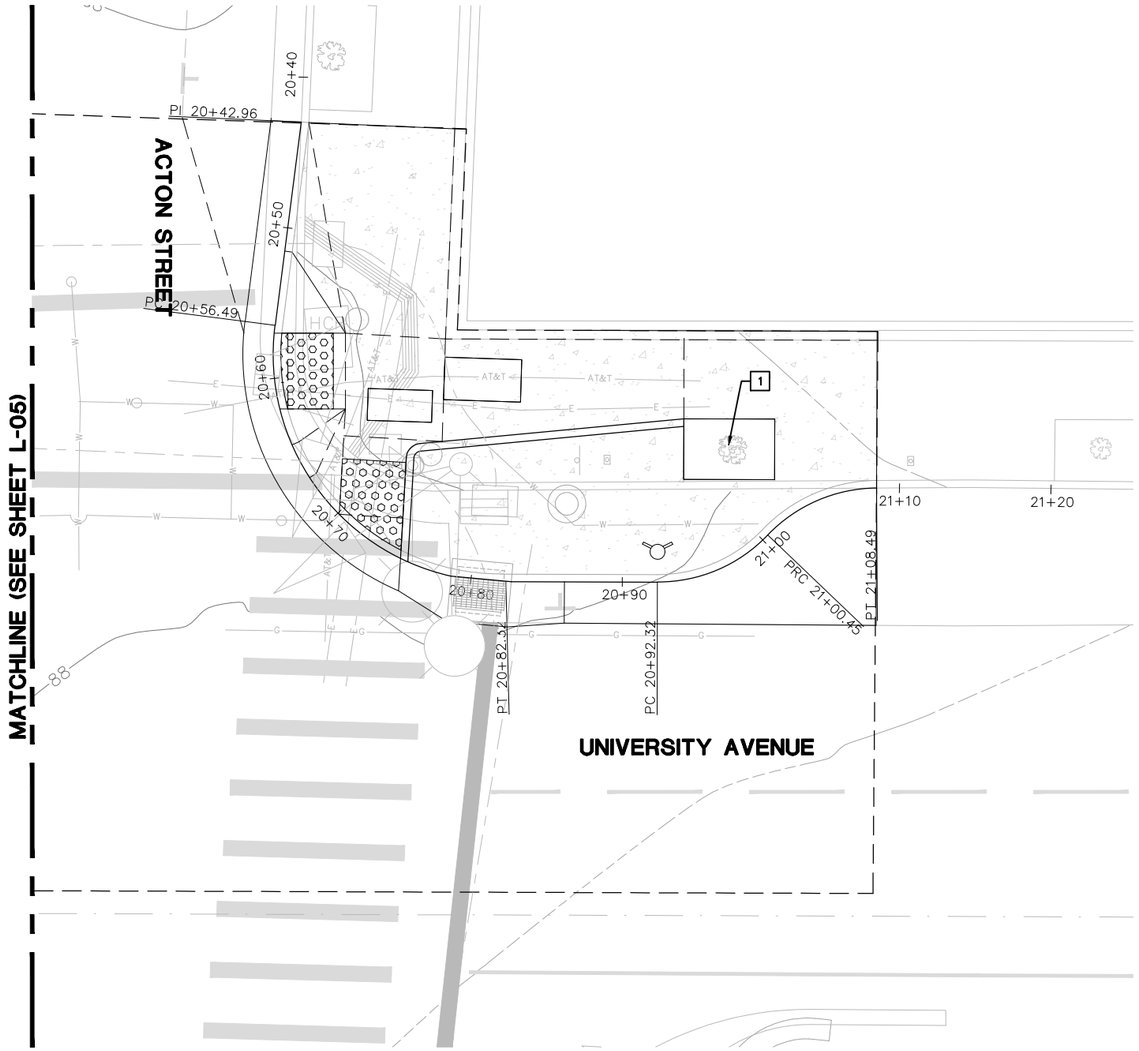
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
ACTON STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640
SHEET 24 OF 28

APPROVAL	DATE	MARK	REVISION	DESCRIPTION

/Users/soulbyyoon/Desktop/Desktop – Soulby's MacBook Pro/CDA WORK/Project/University West/University West–100% Landscape Plans /CDA–Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon



CONSTRUCTION NOTES

1 PROTECT TREE, TYP

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

811 Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Corinne Goldade Erickson — No. 5620 — Signature — 12-31-25 Renewal Date — 8-22-24 Date — STATE OF CALIFORNIA

cd+a COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
0 1 2 3 FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES
REGISTR. EXP.
R.C.E. EXP.

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

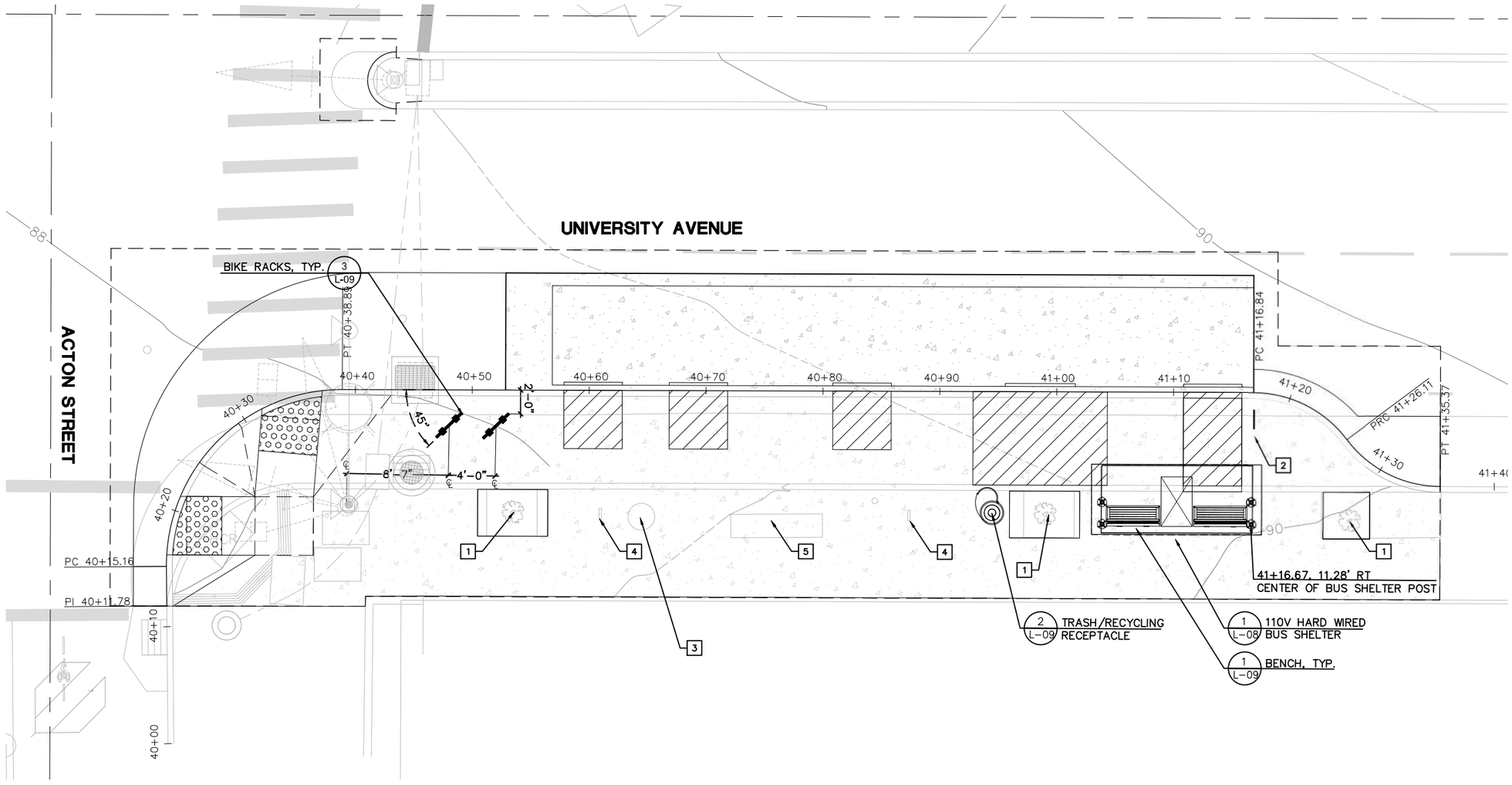
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
ACTON STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640
SHEET 25 OF 28

REVISION	MARK	DATE	APPROVAL

/Users/soulbyyoon/Desktop/Desktop – Soulby's MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon



CONSTRUCTION NOTES

1. PROTECT TREE
2. CONTRACTOR MUST COORDINATE WITH AC TRANSIT TO REMOVE AND RELOCATE BUS STOP FLAGS. COORDINATE WITH SAMAH ITANI, ASSISTANT TRANSPORTATION PLANNER (SITANI@ACTRANSIT.COM) WITH 2 WEEKS NOTICE.
3. REMOVE AND DISPOSE OF TRASH/RECYCLING RECEPTACLE
4. REMOVE BIKE RACK AND SALVAGE TO CITY CORPORATION YARD
5. REMOVE BENCH AND SALVAGE TO CITY CORPORATION YARD

SCALE 1"=5'

5 2.5 0 5 10 15
SCALE: 1"=5'

811 Know what's below. Call before you dig.

LICENSED LANDSCAPE ARCHITECT — Corinne Goldade Erickson, No. 5239 — Signature 12-31-25 Renewal Date 8-22-24 Date — STATE OF CALIFORNIA

cd+a COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES
REGISTR. EXP.
R.C.E. EXP.

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ. 1" = 5'
VERT.
BOOK
DATE 8/22/24

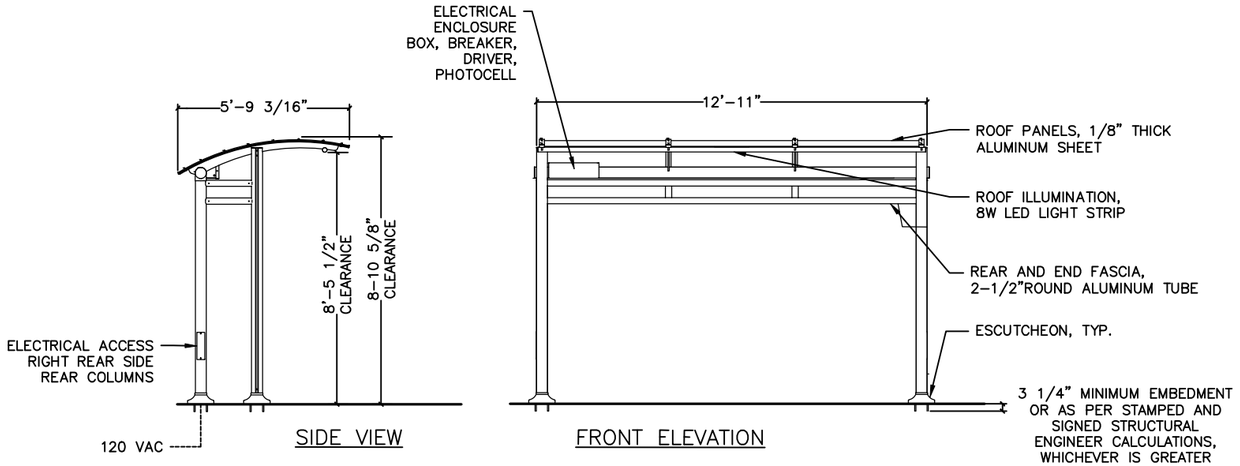
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

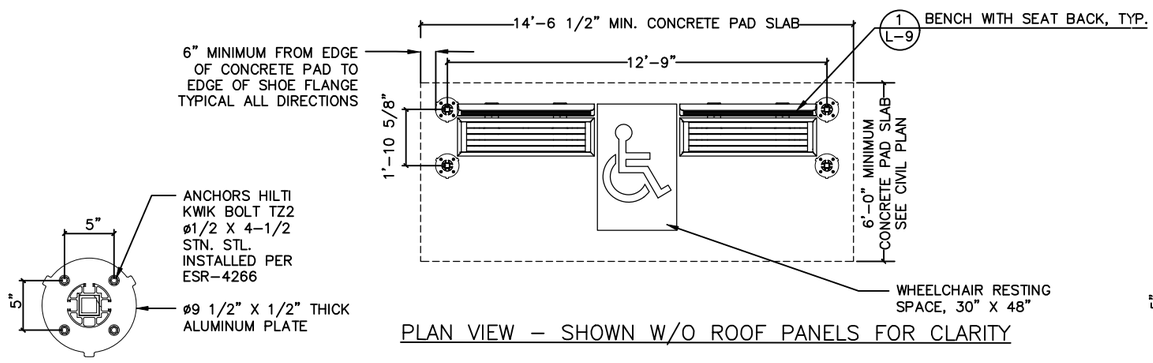
UNIVERSITY WEST BUS STOP IMPROVEMENTS
ACTON STREET BUS BULB AND PEDESTRIAN CROSSING IMPROVEMENTS
LANDSCAPE PLAN

PLAN 8283
FILE 503-640-07
SHEET 26 OF 28

REVISION	DATE	MARK	DESCRIPTION	APPROVAL

/Users/soulbyoon/Desktop/Desktop – Soulby's MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 4:20 PM Soulby Yoon



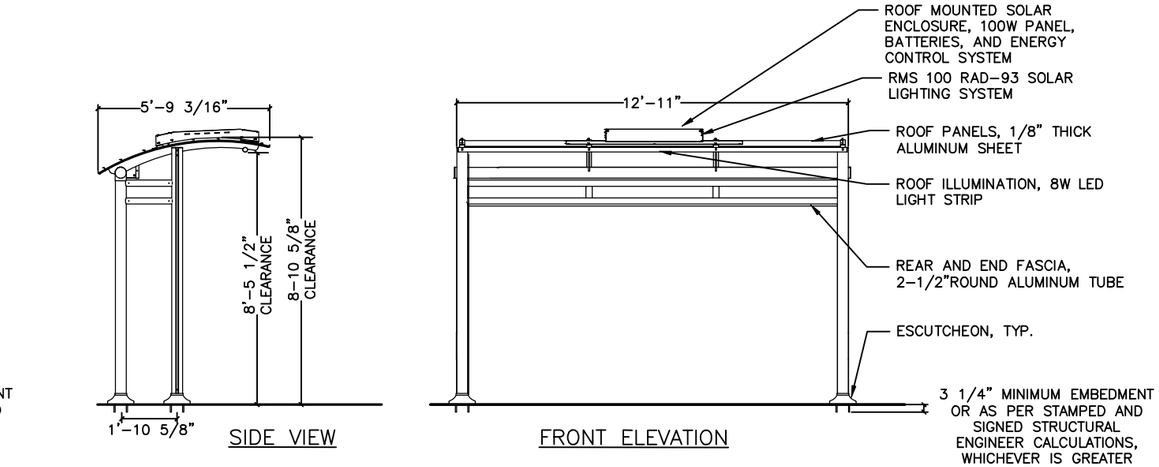


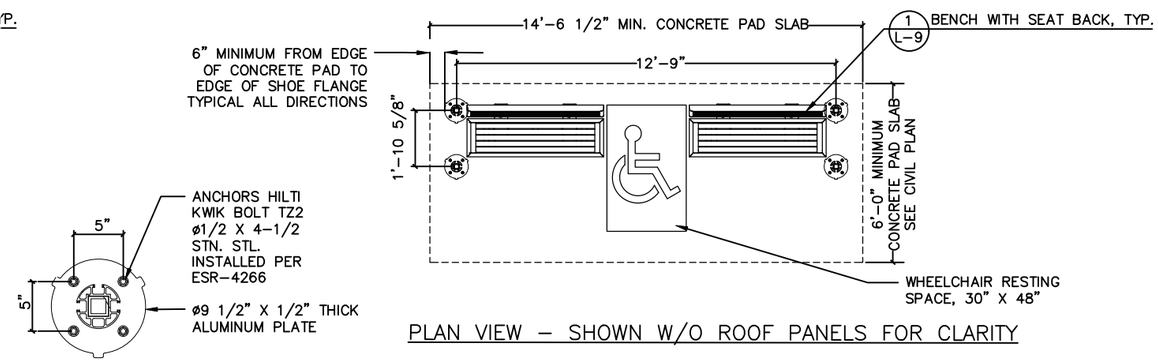
TOLAR MANUFACTURING COMPANY
951-547-8209 DIRECT/909-215-9848 MOBILE
PATRICK MERRICK, 258 MARIAH CIRCLE, CORONA, CA 92879
PMERRICK@TOLARMFG.COM WWW.TOLARMFG.COM

TOLAR MANUFACTURING COMPANY SUNSET NON AD TRANSIT SHELTER WITH SUNSET SERIES EXTRUSION, ALUMINUM ROOF PANELS, NO WALLS, POSTS SET AT HALF SPAN, 110V LED ILLUMINATION UNDER THE SHELTER ROOF, DRAWING NUMBER 49126-00 REV. A 110 LED OR APPROVED EQUAL. REFER TO SPECIFICATIONS FOR FINISH AND OTHER DETAILS.

INSTALL PER MANUFACTURER'S INSTRUCTIONS. STAINLESS STEEL ANCHORS FOR SHELTER SURFACE MOUNTING.

1 L-08 110V HARD WIRED BUS SHELTER
SCALE: NTS





TOLAR MANUFACTURING COMPANY
951-547-8209 DIRECT/909-215-9848 MOBILE
PATRICK MERRICK, 258 MARIAH CIRCLE, CORONA, CA 92879
PMERRICK@TOLARMFG.COM WWW.TOLARMFG.COM

TOLAR MANUFACTURING COMPANY SUNSET NON AD TRANSIT SHELTER WITH SUNSET SERIES EXTRUSION, ALUMINUM ROOF PANELS, NO WALLS, POSTS SET AT HALF SPAN, SOLAR POWERED LED ILLUMINATION UNDER THE SHELTER ROOF, DRAWING NUMBER 49126-01 REV. A RMS 100 RAD93 OR APPROVED EQUAL. REFER TO SPECIFICATIONS FOR FINISH AND OTHER DETAILS.

INSTALL PER MANUFACTURER'S INSTRUCTIONS. STAINLESS STEEL ANCHORS FOR SHELTER SURFACE MOUNTING.

2 L-08 SOLAR POWERED BUS SHELTER
SCALE: NTS

LICENSED LANDSCAPE ARCHITECT Cynthia Goldade Erickson No. 3920 STATE OF CALIFORNIA
Signature 12-31-25 Renewal Date 8-22-24 Date

811 Know what's below. Call before you dig.

cda COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.
FOR REDUCED PLANS - ORIGINAL SCALE IS IN INCHES (0 1 2 3)

DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ.
VERT.
BOOK
DATE 8/22/24

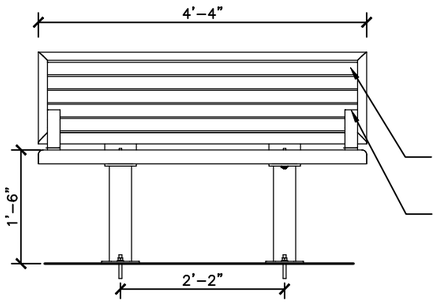
CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
LANDSCAPE DETAILS Page 505-08
SHEET 27 OF 28

PLAN 8283
FILE 503-640

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

/Users/soulbyyoon/Desktop/Desktop - Soulby's MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon

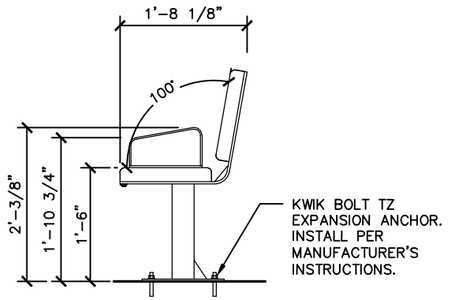


FRONT VIEW

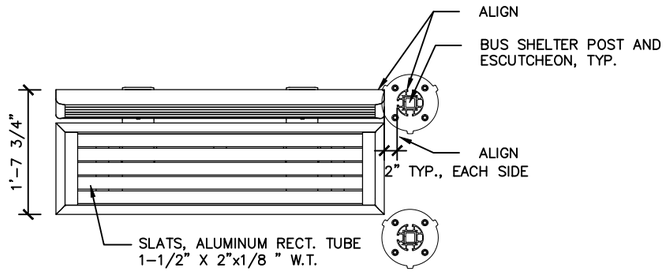
TOLAR MANUFACTURING COMPANY
951-547-8209 DIRECT/909-215-9848 MOBILE
PATRICK MERRICK, 258 MARIAH CIRCLE, CORONA, CA 92879 PMERRICK@TOLARMFG.COM WWW.TOLARMFG.COM

52" MESA BENCH WITH BACK, ALUMINUM SLATS, TWO RAISED ARMRESTS, DURABLE BAKED POWDER COAT FINISH TO MATCH THE SHELTER, DRAWING NUMBER 49278-00 REV. A OR APPROVED EQUAL. REFER TO SPECIFICATIONS FOR FINISH AND OTHER DETAILS.

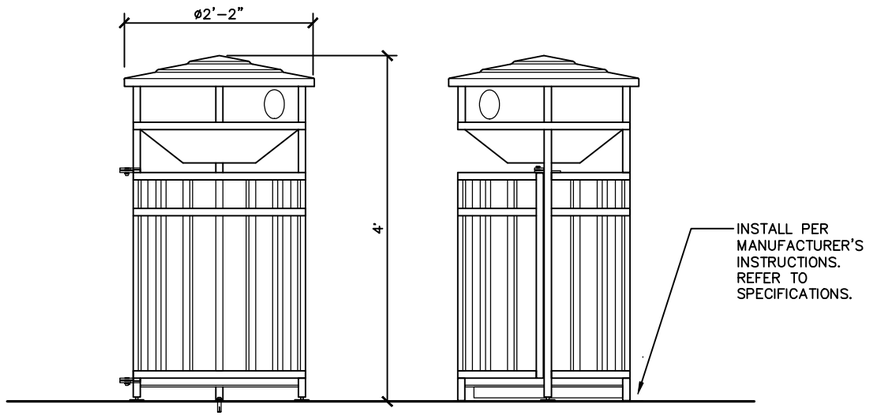
INSTALL PER MANUFACTURER'S INSTRUCTIONS. STAINLESS STEEL ANCHORS FOR SURFACE MOUNTING.



SIDE VIEW



PLAN VIEW

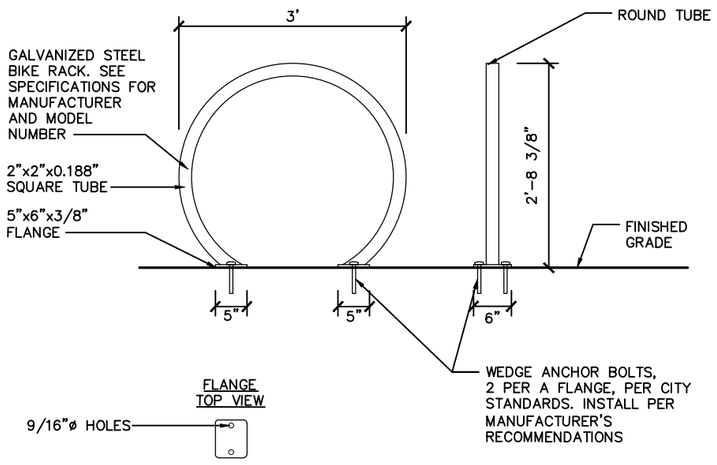


FRONT VIEW SIDE VIEW

NOTES:
1. TRASH CAN FRONT (SWING DOOR) TO BE ORIENTED TOWARDS STREET CURB. REFER TO SPECIFICATIONS.
2. DOOR SWING DIRECTION VARIES. REFER TO PLANS FOR DIRECTION OF DOOR SWING TO BE USED AND PLACED AT EACH LOCATION.
3. SEE SPECIFICATIONS FOR MANUFACTURER AND MODEL NUMBER.

1 L-09 BENCH
SCALE: NTS

2 L-09 TRASH/RECYCLING RECEPTACLE
SCALE: NTS



3 L-09 BIKE RACK
SCALE: NTS

LICENSED LANDSCAPE ARCHITECT — Corinne Goldade Erickson, No. 5630 — Signature 12-31-25 Renewal Date 8-22-24 Date — STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

COMMUNITY DESIGN + ARCHITECTURE
Philip Erickson, Architect
610 16TH STREET, SUITE 305
OAKLAND, CA 94612
(510) 839-4568

PROJECT MANAGER: DATE
0 1 2 3
FOR REDUCED PLANS – ORIGINAL SCALE IS IN INCHES
DEPICTION OF MONUMENTS: DATE
SURVEY PARTY CHIEF
WATERSHED REVIEW: DATE
SUBMITTED: DATE
SUPERVISING ENGINEER
APPROVED: DATE
CITY ENGINEER
REGISTR. EXP.
R.C.E. EXP.
DESIGN CG
DRAWN SY
CHECK CG
AS BUILT
HORIZ.
VERT.
BOOK
DATE 8/22/24

CITY OF BERKELEY
DEPARTMENT OF PUBLIC WORKS

UNIVERSITY WEST BUS STOP IMPROVEMENTS
LANDSCAPE DETAILS L-09

PLAN 8283
FILE 503-640
SHEET 28 OF 28

APPROVAL | DESCRIPTION | DATE | MARK | REVISION

/Users/soulbyyoon/Desktop/Desktop – Soulby's MacBook Pro/CDA WORK/Project/University West/University West-100% Landscape Plans /CDA-Bonar And Acton Landscape.dwg
8/23/2024 3:42 PM Soulby Yoon

Finance Department
General Services Division

City of Berkeley
Abstract of Bid Worksheet

Bid Date: 10/22/2024
Spec. 24-11640-C & 24-11666-C

FOR: Southwest Berkeley Bikeway and Bus Stop Improvements

	Bidders	Subtotal - Package A	Subtotal - Package B	Total Bid (Packages A+B)	Addendum #1	Experience & Financial Quals	Taxpayer ID Report	Contractor Registration (California)	Oppressive States Form	Nuclear Free Form	EBO Form	Sanctuary City Statement	Bid Bond
1	Redgwick Construction Co.	$ 504,016.00	$ 2,072,662.00	$ 2,576,678.00	X	X	X		X	X	X	X	X
2	Terocons Inc.	$ 443,973.50	$ 1,840,895.00	$ 2,284,868.50	X	X	X	X	X	X	X	X	X
3	Sposeto Engineering Inc.	$ 441,518.75	$ 1,723,842.05	$ 2,165,360.80	X	X	X		X	X	X	X	X
4	RK Engineering Inc.	$ 448,331.00	$ 1,858,741.00	$ 2,307,072.00	X	X	X	X	X	X	X	X	X
5				$ -									
6													
7													
8													
9													
10													

Bid Recorder: Talia Stewart — Talia Stewart — Date 23/10/24

Bid Opener: Clay Stilwell — Clay Stilwell — Date 23/10/24

Project Manager: Ken Jung — Kenneth Jung — Date 22/10/24

Signature: Kenneth Jung — Kenneth Jung (Oct 22, 2024 15:00 PDT)
Email: KJung@berkeleyca.gov

Signature: Clay Stilwell
Email: CStilwell@berkeleyca.gov

Signature: Talia Stewart (Oct 23, 2024 11:10 PDT)
Email: TStewart@berkeleyca.gov

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903
finance@cityofberkeley.info

20241022-Bid Abstract SW Berkeley Bike & Bus

Final Audit Report 2024-10-23

Created:	2024-10-22
By:	Talia Stewart (TStewart@berkeleyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcsT8Az1oxocmBh6QXzrRAZVWI1QDz0hW

"20241022-Bid Abstract SW Berkeley Bike & Bus" History

Document created by Talia Stewart (TStewart@berkeleyca.gov)
2024-10-22 - 9:45:16 PM GMT

Document emailed to Kenneth Jung (KJung@berkeleyca.gov) for signature
2024-10-22 - 9:45:20 PM GMT

Email viewed by Kenneth Jung (KJung@berkeleyca.gov)
2024-10-22 - 9:57:59 PM GMT

Document e-signed by Kenneth Jung (KJung@berkeleyca.gov)
Signature Date: 2024-10-22 - 10:00:18 PM GMT - Time Source: server

Document emailed to Clay Stilwell (CStilwell@berkeleyca.gov) for signature
2024-10-22 - 10:00:19 PM GMT

Email viewed by Clay Stilwell (CStilwell@berkeleyca.gov)
2024-10-22 - 10:00:44 PM GMT

Document e-signed by Clay Stilwell (CStilwell@berkeleyca.gov)
Signature Date: 2024-10-23 - 5:56:42 PM GMT - Time Source: server

Document emailed to Talia Stewart (TStewart@berkeleyca.gov) for signature
2024-10-23 - 5:56:44 PM GMT

Email viewed by Talia Stewart (TStewart@berkeleyca.gov)
2024-10-23 - 6:09:47 PM GMT

Document e-signed by Talia Stewart (TStewart@berkeleyca.gov)
Signature Date: 2024-10-23 - 6:10:25 PM GMT - Time Source: server

Agreement completed.
2024-10-23 - 6:10:25 PM GMT

Office of the City Manager

16

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Public Works Department

Subject: Contract: Telegraph-Channing Parking Garage Restroom Renovation & Elevator Improvements Project

RECOMMENDATION

Adopt a Resolution:

1. Approving plans and specifications for Telegraph-Channing Parking Garage Restroom Renovation & Elevator Improvements Project (Project), Specification No. 22-11535-C; and
2. Accepting the bid of W.E. Lyons Construction Co. 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 the Project is completed in accordance with the approved plans and specifications for an amount not to exceed $2,413,689, which includes a contingency of $314,829.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this project is available in the Fiscal Year 2025 budget in the Capital Improvement, Off-Street Parking, and Measure T1 Funds.

Low bid by W.E. Lyons	$2,098,860
20% Contingency	$419,772
Total Construction Cost NTE	**$2,518,632**

Fiscal Year 2025 Funding:

- Capital Improvement Fund: …… $2,143,260
- Off-Street Parking Fund …… $155,372
- Measure T1 Phase 2 Fund:…… $220,000

CURRENT SITUATION AND ITS EFFECTS

The Project was advertised for bids on July 9, 2024, and opened on August 15, 2024. The City received four (4) bids ranging from $2,006,880 to $3,200,000, not including bid alternates. The lowest responsive and responsible bidder was determined to be W.E. Lyons Construction Co. Staff recommends that a construction contract for the Project be awarded to W.E. Lyons Construction Co.

The Telegraph-Channing Parking Garage is located between Durant Ave and Channing Way, adjacent to Telegraph Avenue. It consists of ground-floor retail space and five (5) parking decks above. Two public restrooms and two tenant restrooms are located on the ground floor, and two elevators service the parking levels.

The restroom finishes are at the end of their useful life, and the public-facing restrooms are regularly subject to vandalism. The existing elevators and related equipment were evaluated and recommended for extensive modernization and replacement. Additional lighting, signage, and path of travel upgrades are required to comply with current building and accessibility codes.

The Project will consist of a complete renovation of four restrooms, including new vandal-resistant fixtures, finishes, accessories, LED lighting, hardware, and signage; modernizing two elevators by installing new control systems, motors, platforms, cabs, doors, cables, safety features, and other related equipment; improvements to elevator landings including new LED lighting, bollards, and paint; and accessibility improvements to the pedestrian entrance at Channing Street.

The Project is a Strategic Plan Priority Project, advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

The Telegraph-Channing Parking Garage (originally the Sather Gate Garage) was constructed in 1970 to serve the commercial and campus parking needs in the area south of UC Berkeley's Sather Gate.

Public Works engaged the services of an architectural consultant to begin the design of improvements to the elevator and associated electrical and mechanical equipment at the Telegraph-Channing Parking Garage in May 2020. The elevator improvements project was originally to be funded by the Off-Street Parking Fund. The design for the elevator project was placed on hold in April 2021 following decreased off-street parking revenue during the COVID-19 pandemic.

Separately, Staff engaged the architectural consultant to provide design for the renovation of the public and tenant restrooms in October 2021. The restroom renovation project is a Measure T1 Phase 2 project.

Capital Improvement Funding was later identified for the elevator modernization project. As the timelines of the two projects were now in sync, the decision was made to combine the elevator improvements and restroom renovations into one project. Strategically combining the projects reduces costs by streamlining project management, minimizing scheduling conflicts, and leads to greater efficiency and competitive pricing during construction by consolidating resources. The design of the combined project was authorized to continue in October 2022, and construction documents were completed and advertised for public bid in July 2024.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

New plumbing fixtures in the restrooms will reduce water use, and new LED lighting fixtures will reduce energy use and increase energy efficiency. There are no anticipated negative environmental effects of this action.

RATIONALE FOR RECOMMENDATION

Contracted services are required for this project as the City does not have the in-house expertise to complete this specialized work.

ALTERNATIVE ACTIONS CONSIDERED

None. The City can elect not to construct the project; however, deferring the work will lead to continued deterioration of the restroom facilities and elevators.

CONTACT PERSON

Wahid Amiri, Deputy Director, Department of Public Works (510) 981-6396
Ronald Nevels, Manager of Engineering, Department of Public Works (510) 981-6439
Elmar Kapfer, Supervising Civil Engineer, Department of Public Works (510) 981-6435

Attachments:
1: Resolution
2: Abstract of Bids

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

CONTRACT: W.E. LYONS CONSTRUCTION CO. FOR THE TELEGRAPH-CHANNING PARKING GARAGE RESTROOM RENOVATION AND ELEVATOR IMPROVEMENTS PROJECT

WHEREAS, the project consists of restroom renovations, elevator modernization, and accessibility improvements; and

WHEREAS, the City has neither the staff labor nor the equipment necessary to undertake this project; and

WHEREAS, an invitation for bids (Plans and Specifications No. 22-11535-C) was duly advertised, and W.E. Lyons Construction Co. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, funds are programmed in the FY 2025 budget through Capital Improvement, Off-Street Parking, and Measure T1 Phase 2 Funds.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that Plans and Specifications No. 21-11535-C for the Telegraph-Channing Parking Garage Restroom Renovation and Elevator Improvements Project are approved, and W.E. Lyons Construction Co. is determined to be the lowest responsive and responsible bidder.

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 W.E. Lyons Construction Co. for the Telegraph-Channing Parking Garage Restroom Renovation and Elevator Improvements Project at 2431 Channing Way, in an amount not to exceed $2,518,632, which includes a contingency of $419,772. A record signature copy of the agreement and any amendments will be on file in the Office of the City Clerk.

Finance Department
General Services Division

City of Berkeley
Abstract of Bid Worksheet

Bid Date: 8/15/2024
Spec. # 22-11535-C

FOR: Telegraph-Channing Parking Garage Restroom Renovations & Elevator Improvements

	Bidders	Base Bid	Addenda (?)	Bid Bond	Reg / Exp	Subcontractors	Non-Collusion	CERTS	Qualifications
				required w/ bid					
1	Mar Con Builders, Inc.	$ 2,061,607.00	X	X	X	X			
2	W.E. LYONS CONSTRUCTION	$ 2,006,880.00	X	X	X	X	X	X	X
3	EF BRETT AND CO	$ 2,198,000.00	X	X	X	X	X	X	X
4	SABOO	$ 3,200,000.00	X	X	X	X	X	X	X
5									
6									
7									
8									
9									
10									

Bid Recorder: RSoorma Date Aug 15, 2024

Bid Opener: Dennis Dang Dennis Dang (Aug 15, 2024 16:03 PDT) Date Aug 15, 2024

Project Manager: Date Aug 15, 2024

17

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Public Works

Subject: Contract No. 10413C Amendment: LAZ Parking LLC for Managing City-Owned Off-Street Parking Facilities

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 10413C with LAZ Parking, LLC, a parking management company, to provide management services for the Telegraph Channing, Oxford, and Center Street garages, extending the term to December 31, 2026 and increasing the contract amount by $6,073,974 for a total not-to-exceed amount of $22,326,349.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the duration of the contract amendment is available in the FY 2025 Parking program budget and programmed into baseline budgets for FY 2025 and FY 2026. Funding in FY 2025 and FY 2026 for this contract is subject to appropriation in each fiscal year in the Off-Street Parking Fund (Fund 627).

Current contract amount	$16,252,375
Amendment amount.....	$6,073,974
Total NTE	$22,326,349

Amendment Costs by Facility

Parking Facility	Total Amendment Cost	FY 2025 Cost (6-months)	FY 2026 Cost (12-months)	FY 2027 Cost (6-months)	Average Monthly Cost
Center Street Garage	$3,373,024	$818,308	$1,686,512	$868,204	$140,542.66
Oxford Garage	$589,945	$143,412	$294,973	$151,561	$24,581.04
Telegraph Channing Garage	$2,111,005	$512,269	$1,055,503	$543,234	$87,958.54

CURRENT SITUATION AND ITS EFFECTS

LAZ Parking provides management, custodial, security, and limited maintenance services for the Center Street, Oxford and Telegraph Channing parking garages. These activities include all aspects of the day-to-day operation of the three facilities

including hiring staff to operate the garages for up to 17-hours per day, opening and closing the garages, conducting bookkeeping and record keeping, facilitating purchases of essential supplies like paper tickets as well as other replacement parts such as gate arms and hiring security and janitorial staff. The most recent contract amendment with LAZ was authorized on November 15, 2022, extending the term to the current end date of December 31, 2024. Additionally, funding was provided to continue parking garage operations at limited capacity during the pandemic and to ramp up to full capacity as the economy reopened.

The recommended contract amendment is necessary to continue daily operations, including several projects related to the aging Telegraph Channing Garage, such as pigeon mitigation and stairwell upgrades. (The Telegraph Channing Garage is now older than the Center Street Garage when it was demolished.) Additionally, the amendment allows sufficient time and resources for staff to issue a Request for Proposals (RFP) for the next multi-year parking management contract.

Managing City-owned off-street parking facilities is a Strategic Plan Priority Project, advancing our goals to provide state-of-the-art, well-maintained infrastructure, amenities, and to facilities and foster a dynamic, sustainable, and locally-based economy.

BACKGROUND

In September 2016, after a competitive Request for Proposals process, the City entered into a five-year contract with LAZ Parking, LLC to provide parking management, operations, and associated services for the City's three off-street parking facilities and the Berkeley Way Lot while the Center Street Garage was being reconstructed. The City is amending this contract because the Parking Services Manager position, which oversees garage operations, has been vacant since July 2023; the City is recruiting to fill this position by spring 2025. When the new Parking Services Manager is hired, the City will initiate a new RFP process for contracting with a vendor to manage City-owned off-street parking facilities (garages). Staff expects this process to start in fall 2025 and conclude before June 2026, allowing for a transition in line with the conclusion of this contract amendment on December 31, 2026.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

As part of the goBerkeley demand-responsive parking program, the City's three parking garages play an important role in improving parking availability and reducing congestion in the Downtown Berkeley and Southside/Telegraph areas. Garages also serve as a City hub for Electric Vehicle (EV) charging stations, with 69 charging ports across the three garages.

RATIONALE FOR RECOMMENDATION

As the City of Berkeley ended its pandemic emergency declaration, the parking garages have seen increasing demand. Additional funding is necessary to continue

facility operations until a successor garage management company can be identified. Staff will prepare a new RFP that reflects post-pandemic garage operation trends. Typically, this task takes at least a year including contracting procedures.

LAZ Parking has performed well as the City's parking garage management company. In an industry with few large parking garage operating companies, LAZ Parking was the lowest bidder in the previous solicitations for garage management services in Berkeley.

ALTERNATIVE ACTIONS CONSIDERED

If this contract amendment is not approved, funding will be unavailable for operating the City's parking garages beginning in January 2025. The City is unable to conduct daily operations on its own. Closing these facilities would result in loss of revenue, risking the fiscal health of programs and bond payments reliant on this funding. Putting the bond payments at fiscal risk would jeopardize the financial stability of Berkeley's government.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works, 510-981-6396
Hamid Mostowfi, Transportation Manager, Public Works, 510-981-6403
Noah Budnick, Acting Parking Services Manager, Public Works, 510-981-7069

Attachments:
1: Resolution

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

CONTRACT NO. 10413C AMENDMENT: LAZ PARKING LLC FOR MANAGING CITY-OWNED OFF-STREET PARKING FACILITIES

WHEREAS, the City of Berkeley owns and operates three off-street public parking facilities; and

WHEREAS, the City of Berkeley is currently under contract with LAZ Parking, LLC to operate and maintain these facilities under an “all inclusive” scope of services; and

WHEREAS, Contract No. 10413 was executed October 1, 2016 as authorized by Resolution No. 67,689-N.S., was amended on August 1, 2017 to include additional Payment Card Industry (PCI) Compliance information, and amended again on November 15, 2022 to add budget for continued operations and extend the term to December 31, 2024; and

WHEREAS, extending the contract term until December 31, 2026 will allow the City adequate time and funding for LAZ Parking to continue to operate the City’s off-street parking facilities, and for staff to conduct an RFP process for a possible successor management company; and

WHEREAS, funding for the duration of the contract amendment is available in the FY 2025 Parking program budget and programmed into baseline budgets for FY 2025 and FY 2026. Funding in FY 2025 and FY 2026 for this contract is subject to appropriation in each fiscal year in the Off-Street Parking Fund (Fund 627).

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. 10413C with LAZ Parking, LLC to provide management services for Center Street Garage, Oxford Garage and Telegraph Channing Garage, increasing the contract amount by $6,073,974, for a total not-to-exceed of $22,326,349, and extending the contract term to December 31, 2026.

18

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Department of Public Works

Subject: Contract No. 31900036 Amendment: On-Call Civil Engineering Services, Bellecci & Associates, Inc.

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900036 with Bellecci & Associates, Inc. for on-call civil engineering services, increasing the contract amount by $750,000 for a total not-to-exceed the amount of $1,750,000 and extending the term of the contract to June 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this contract amendment is subject to appropriation in the Fiscal Year (FY) 2025 Capital Improvement Fund (501) and the Sanitary Sewer Fund (611) budgets. Funding for FY 2026 is subject to appropriation in the future capital budgets based on the department's needs for civil engineering services.

CURRENT SITUATION AND ITS EFFECTS

The City requires additional civil engineering support to advance capital improvement programs and establish current City design standards. These services are crucial for designing streets, storm drains, green infrastructure, sidewalks, retaining walls, and managing construction for these projects.

The contract with Bellecci & Associates, Inc., was established in FY 2019 with an original amount of $1,000,000 and a current term through December 31, 2024. Approximately 97% of the contract funds have been utilized for design, bidding, and construction support for sanitary sewer and retaining wall projects and a preliminary evaluation of the City of Berkeley's Standard Details.

The proposed amendment would increase the contract by $750,000, bringing the new total not-to-exceed amount to $1,750,000, and extend the term through June 30, 2026.

This contract supports the Strategic Plan goal of providing state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

The Engineering Division of the Public Works Department is experiencing significantly increased workloads resulting from staff vacancies, deferred maintenance, ongoing capital projects, T1 projects, and a ramp-up in the City's paving program. To address these challenges, the City engages civil engineering consultants to supplement City staff on project design and management, provide expertise for specialized projects, and offer on-call professional services without the need for additional permanent staff.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no negative environmental effects of this action. This contract will help ensure the successful completion of capital improvement projects, including complete street projects that facilitate walking and cycling as alternatives to driving and green infrastructure projects. These projects will contribute to reducing peak storm runoff flows, removing pollutants from storm runoff, increasing green space, and reducing the urban heat island effect.

RATIONALE FOR RECOMMENDATION

Bellecci & Associates, Inc. has expertise in civil engineering and can support the City in various capital projects. Staff are working on multiple projects, and regulatory agency permits under strict timelines. This contract amendment will enable timely progress on critical infrastructure improvements.

ALTERNATIVE ACTIONS CONSIDERED

The council could choose not to amend this contract, which would delay the progress of planned capital improvement projects and reduce the department’s level of service.

CONTACT PERSON

Wahid Amiri, Deputy Director, (510) 981-6396
Ronald A. Nevels, Manager of Engineering, (510) 981-6439

Attachments:
1: Resolution – Amendment to Contract with Bellecci & Associates, Inc.

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

CONTRACT NO. 31900036 AMENDMENT: BELLECCI & ASSOCIATES INC. FOR ON-CALL CIVIL ENGINEERING SERVICES

WHEREAS, on July 24, 2018, by Resolution No. 68,559-N.S., the City Council authorized Contract No. 31900036 with Bellecci & Associates, Inc. for on-call civil engineering services, in an amount not to exceed $1,000,000 for a three-year period expiring June 30, 2021; and

WHEREAS, the contract term is extended through December 31, 2024; and

WHEREAS, the City lacks sufficient in-house resources to meet the current volume of civil engineering service needs; and

WHEREAS, the City requires ongoing on-call civil engineering services for various Public Works projects, including multiple projects generated by the passage of the Measure T1 Infrastructure & Facilities GO Bond; and

WHEREAS, funding is available in the FY 2025 budget in the Sanitary Sewer Fund and Capital Improvement Fund, with future funding to be appropriated as needed.

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. 31900036 with Bellecci & Associates, Inc. for on-call civil engineering services, increasing the amount by $750,000 for a total not to exceed $1,750,000 and extending the term of the contract to June 30, 2026. A record signature copy of said contract and any amendments will be on file in the Office of the City Clerk.

19

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Public Works

Subject: Contract No. 31900162 Amendment: Pride Industries, Inc. Contract for Custodial Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 31900162 with Pride Industries, Inc. for citywide custodial services to: Approve additional appropriations related for performance of this contract and coverage of the Living Wage Ordinance in the amount of $1,100,000 for a total not-to-exceed amount of $6,225,735 which includes updated service rates for Year 6 of the agreement.

FISCAL IMPACTS OF RECOMMENDATION

Funds are available in individual departmental budgets. The increase in the not-to-exceed amount is required to complete the current contract year due to an additional year of service being added to the agreement, an additional annual Living Wage Ordinance increase and increases in service rates by the contractor. Funding from Public Works is available in Funds 636 and 673 for FY2025 via appropriation through the FY2025 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

Pride Industries, Inc. provides citywide custodial services to multiple City departments. These departments include Public Works; Parks, Recreation and Waterfront; Planning and Development; Health, Housing and Community Services; Police; and Fire. Services are currently performed at approximately 21 City-owned and leased locations. Departments each pay for these services through their own funds.

The original Pride contract was set to expire on June 30, 2024, but was extended to June 30, 2025 to allow City staff to complete a Request for Proposals (RFP) for citywide custodial services, that will be released this Fall. To ensure that there are no delays or interruptions in service, an amendment is needed so departments can pay for custodial services until the RFP can be completed and a new custodial agreement can be executed before the end of FY2025.

This supports the City's Strategic Plan Goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

Pride has been servicing the City since July 1st, 2019. They provide routine daily and weekly custodial services at several locations. Pride also provides special one-time and emergency custodial services as requested by City Departments.

On September 14, 2018 the City released Request for Proposal number 18-11213-C for citywide custodial services. The solicitation was released for 53 days and five proposals were submitted and received. Upon review by City staff, Pride Industries, Inc. was selected as having the most responsive proposal to meet the specifications of the RFP and was thusly awarded Contract No. 31900162. Pride also currently provides custodial services for the City's Library under Contract No. 31900159.

On March 12, 2019 Council approved Resolution 68,789-N.S. for the execution of a contract with Pride for citywide custodial services with a not-to-exceed amount of $6,414,880 for the total lifetime of the agreement. The initial three-year contract, Contract No. 31900162, was executed with a not-to-exceed amount of $3,725,735.

Contract No. 31900162 included two optional extension years beyond the three-year contract term and the City excised those options. The contract specifies service rates for each location served under the full five years of the agreement. However, the contract did not specify rates for any year past Year 5. Over the years, the locations serviced by Pride and level of custodial services has changed due to Departments' needs changing, Departments moving staff and services to new locations, and the COVID-19 pandemic necessitating changes in service.

In March, 26, 2024 Council approved an amendment to Contract No. 31900162 to increase the not-to-exceed amount to $5,125,735. The increase was requested to provide adequate funding to complete the fifth year of the contract and to cover increases in costs due to changes to services after ramping back up post-pandemic, annual Living Wage Ordinance increases and inflation.

Management of Contract No. 31900162 was originally performed by the City's Finance Department, but management was transferred to Public Works in June 2024. Public Works staff assessed the potential timeframe for the City to complete a solicitation for citywide custodial services and found that due the complexity of custodial services needed within the City, a solicitation could not be completed until the second half of FY2025. As such, the City formally extended the agreement to June 30, 2025.

As part of this contract amendment, Year 6 rates will be formally adopted as they were not originally specified in the contract. Additional funding is also needed to cover increased costs due to increases in the City's Living Wage Ordinance, which were not originally built into the contract. After negotiations with Pride and discussions with the

Finance Department and City Attorney's Office, Public Works accepted updated services rates for Year 6 and payment for the estimated $162,000 in Living Wage Ordinance costs not previously factored into the contract.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Pride Industries complies with the City's environmental requirements and uses cleaning chemicals that are the least toxic on the market, and/or rated as environmentally friendly, where feasible. The paper products supplied by Pride meet or exceed the recycled content percentage required by the City.

RATIONALE FOR RECOMMENDATION

Authorizing this amendment will allow the City to continue receiving custodial services without interruption. Pride services many City-owned and leased locations across multiple Departments. To provide the City adequate time to complete a formal solicitation for custodial services, a vendor for custodial services is needed in the interim. Pride has a current contract with the City and has familiarity with facilities.

ALTERNATIVE ACTIONS CONSIDERED

If not amended, the City will be unable to pay for custodial services through its current agreement with Pride for FY2025. Service delays and interruptions would occur. This would negatively impact not only the health and morale of staff working at those facilities, but also residents who visit and use these facilities. Bringing in another contractor on a temporary basis would lead to increased costs for the City, both in terms of service costs, and time spent by Departments to transitioning to a different vendor.

CONTACT PERSON

Tucker Brofft, Senior Management Analyst, Public Works, 510-981-5375
Peni Basalusalu, Deputy Director, Public Works, 510-981-6485
Joy Brown, Operations Manager, Public Works, 510-981-6629

Attachment:
1: Resolution

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

CONTRACT NO. 31900162 AMENDMENT: PRIDE INDUSTRIES, INC. CONTRACT FOR CUSTODIAL SERVICES

WHEREAS, City Council approved Resolution 68,789-N.S. on March 12, 2019 approving the contract for custodial services with Pride Industries, as a result of Request for Proposals #18-11213-C; and

WHEREAS, City departments require ongoing custodial services without a significant interruption in services, and have departmental budgets to fund these services; and

WHEREAS, the pandemic led to dramatic changes in scopes of services at several city locations, many of which will continue as revised; and

WHEREAS, the original contract with Pride did not specify services for any year of service past five years; and

WHEREAS, City Council approved Resolution 71,248-N.S. on March 26, 2024 approving amendment to the contract to amend the contract with Pride Industries in the amount of $1,400,000 for a not-to-exceed amount of $5,125,735; and

WHEREAS, funds are available within individual departmental budgets, including Funds 636 and 673 for Public Works for FY2025 via appropriation through the FY2025 Annual Appropriations Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley authorizing the City Manager to execute an amendment to Contract No. 31900162 with Pride Industries, Inc. for citywide custodial services to adopt service rates for Year 6 of the contractual agreement and additional appropriations related to performance of this contract and coverage of the Living Wage Ordinance costs in the amount of $1,100,000 for a total not-to-exceed amount of $6,225,735.

20

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Public Works

Subject: Contract No. 32000179 Amendment: Allied Universal Security Service for Citywide Unarmed Security Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32000179 with Allied Universal Security Service (formerly First Alarm Security & Patrol, Inc.) for citywide unarmed security services in the amount of $900,000 for a new total not to exceed $4,450,000 and extend the contract through February 28, 2026.

FISCAL IMPACTS OF RECOMMENDATION

Funds are available in individual departmental budgets. The increase in the not-to-exceed amount is required to complete an additional year of service being added to the agreement and increases in service rates for this additional year. Additional spending authority in the amount of $900,000 is estimated as needed to cover anticipated expenditures.

CURRENT SITUATION AND ITS EFFECTS

Allied Universal Security Service provides citywide unarmed security services throughout the City at several facilities. Allied Universal has security guards stationed at City Hall located at 2180 Milvia, the Corporation Yard located at 1326 Allston Way, the Transfer Station located at 1201 2nd Street, at 1947 Center Street, the Adult Mental Health Clinic located at 2640 Martin Luther King Jr. Way, and at several other locations with the City. Allied Universal's work protects both City staff and residents at these locations. Departments each pay for these services through their own funds.

The City's current contract with Allied Universal is set to expire on February 28, 2025. However, to allow City staff time to complete a proper solicitation for security services, the contract needs to be extended into FY2026. The increase in the not to exceed amount is also needed to cover this additional year of service and anticipated increases.

This supports the City's Strategic Plan Goal to create a resilient, safe, connected, and prepared City.

BACKGROUND

Unarmed security guard services are contracted by the City to perform routine patrol and access control duties at various City facilities on a regularly scheduled basis and occasionally on an ad-hoc basis.

On April 4, 2019, General Services released RFP Specification No. 19-11316-C; of which ultimately a contract did not result due to unexpected staff turnover at the time of the solicitation and the extended time that elapsed before interim staffing was assigned.

A second solicitation was released as RFP Specification No. 19-11316-C-Reissued on July 22, 2019. The reissued solicitation closed on August 29, 2019, and garnered six proposal responses. At the conclusion of this process, Allied Universal Security Service (formerly First Alarm Security & Patrol, Inc.) was selected as the most responsive respondent with the highest level of qualification and best value to meet the City's needs and was awarded a Contract No. 32000179 with a total not to exceed of $3,550,000. The Library, while a co-participant in the RFP, entered into a separate contract with Allied for their facilities.

Management of Contract No. 31900162 was originally performed by the City's Finance Department, but management was transferred to Public Works in June 2024.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities.

RATIONALE FOR RECOMMENDATION

Allied Universal is the City's current contractor for citywide unarmed security services. Extending the City's current agreement is the most cost-efficient method to ensure there are no security service interruptions. This extension will also allow staff time to complete the solicitation process for security services by the end of 2025.

ALTERNATIVE ACTIONS CONSIDERED

None. The City does not have trained staff to perform security services where such services are required; therefore funding service under the existing contract is needed.

CONTACT PERSON

Peni Basalusalu, Deputy Director, Public Works, 510-981-6485
Joy Brown, Operations Manager, Public Works, 510-981-6629
Tucker Brofft, Senior Management Analyst, Public Works, 510-981-5375

Attachment:
1: Resolution

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

CONTRACT AMENDMENT: ALLIED UNIVERSAL SECURITY SERVICE FOR CITYWIDE UNARMED SECURITY SERVICES

WHEREAS, unarmed security guard services are contracted by the City to perform routine patrol and access control duties at several City locations on a regularly scheduled basis and occasionally on an ad-hoc basis; and

WHEREAS, the City does not have qualified available staff to perform security services; and

WHEREAS, on July 22, 2019, the City released RFP Specification No. 19-11316-C-Reissued for unarmed security services. At the conclusion of this process, Allied Universal Security Service (formerly First Alarm Security & Patrol, Inc.) was selected as the most responsive proposer with the highest level of qualification and best value to meet the City's needs and was awarded Contract No. 32000179; and

WHEREAS, Contract No. 32000179 is set to expire on February 28, 2025; and

WHEREAS, to accommodate the contract's extension and before a new solicitation is completed, additional spending authority in the amount of $900,000 is needed to cover anticipated expenditures; and

WHEREAS, funds are available within individual departmental budgets for the extended contractual term.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend Contract No. 32000179 with Allied Universal Security Service (formerly First Alarm Security & Patrol, Inc.) for citywide unarmed security services in the amount of $900,000 for a new total not-to-exceed amount of $4,450,000 and extend the contract through February 28, 2026.

21

Office of the City Manager

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director of Public Works

Subject: Contract No. 32300177 Amendment: Baker Tilly for On-Call Professional Development services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 32300177 with Baker Tilly, increasing the contract by $100,000 for consulting services in a total amount not to exceed $125,000, with a contract end date of December 31, 2027.

FISCAL IMPACTS OF RECOMMENDATION

The initial resources for the contract are available in the FY2025 baseline budget as follows:

Clean Storm	$50,000
Parking Meter	$5,000
Zero Waste	$20,000
Equipment Maintenance	$20,000
Streetlight	$5,000

Additional funding will be appropriated in future years. This is an on-call contract and costs will be incurred when services are performed.

CURRENT SITUATION AND ITS EFFECTS

The Public Works Department has continued to experienced high vacancy rates over the last several years. While increased hiring has lowered the vacancy rate in some Divisions, the Transportation Division is still working to expand staffing capacity and lower its vacancy rate to manage workload. In line with the Employer of Choice Initiative, Public Works remains focused on retaining staff, expanding internal leadership, team building capacity, and ensuring existing staff have the resources needed to deliver programs, projects and services.

To address these needs, the Department has a contract with Baker Tilly for On-Call Professional Development Services. These services include:

- Interviewing and coaching staff
- Providing interactive executive and professional development coaching
- Creating work plan drafts with goals and timelines for staff to finalize with their supervisors.

Expanding this agreement to include organizational assessment services will ensure that adequate training and professional development continues and enables staff to focus on service delivery for Berkeley residents.

BACKGROUND

Baker Tilly entered into a contract with the City's Public Works Department on May 25, 2023 in the amount of $25,000 for On-Call Professional services. The services provided under this agreement are key tools to assist with the retention of current and future staff. The original contract amount was below the procurement threshold, and did not require an RFP or Council approval. However, Baker Tilly was selected through the California Multiple Award Schedule (CMAS) bid procedure. This allows the City to procure a contractor that was previously selected through the State of California bidding process. All pricing, products and/or services offered to the State of California through this system are made available to the City. Making use of this process meets City procurement requirements, results in cost savings and expedites contractor selection. With the addition of the $100,000 requested in this amendment, this contract now requires Council approval to continue work.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None.

RATIONALE FOR RECOMMENDATION

Additional training and support of current staff will assist with retention and ensure effective service delivery for Berkeley residents.

ALTERNATIVE ACTIONS CONSIDERED

None. Consistent staff is the most cost-effective solution to maintaining a regular workflow and completion of projects for the City in a timely manner.

CONTACT PERSON

Wahid Amiri, Deputy Director of Public Works, (510) 981-6396

Attachments:
1: Resolution

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

CONTRACT: BAKER TILLY CONTRACT AMENDMENT FOR ON-CALL PROFESSIONAL DEVELOPMENT COACHING SERVICES

WHEREAS, there has been an ongoing need for professional development support services to address vacancies, retain staff and further develop staff leadership in the Department of Public Works,

WHEREAS, due to the staffing support needs, the City previously contracted Baker Tilly for On-Call Professional Development Services in the amount of $25,000 executed on May 25, 2023 to expire on December 31, 2024 contract #32300177.; and

WHEREAS, the California Multiple Award Schedule (CMAS) is available to state and local governments; and

WHEREAS, The California Department of General Service Procurement Cooperative Division determined Baker Tilly's bid pricing to be fair and reasonable and awarded CMAS Contract No.PS20375.

WHEREAS, due to Baker Tilly's critical support, the Department of Public Works would like to extend these same On-Call services and increase this contract by an additional $100,000 and extend the expiration date to December 31, 2027.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend Contract No. 32300177 with Baker Tilly to be increased to add up to a total not to exceed $125,000 and extend the contract to December 31, 2027.

BE IT FURTHER RESOLVED the City Manager, or their 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 the Office of City Clerk.

22

Mental Health Commission

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Mental Health Commission

Submitted by: Monica Jones, Chairperson, Mental Health Commission

Subject: Appointment of Maria Sol and Ashley (Jiahao) Gu to the Mental Health Commission

RECOMMENDATION

Adopt two resolutions approving the recommendation for appointment of Maria Sol and Ashley (Jiahao) Gu to the Mental Health Commission both as representatives of the Special Interest Category, Consumer. Maria Sol's 3-year term will begin on November 20, 2024 and end on November 19, 2027. Ashley Gu's 3-year term will begin on November 20, 2024 and end on November 19, 2027.

FISCAL IMPACTS OF RECOMMENDATION

None.

CURRENT SITUATION AND ITS EFFECTS

The Mental Health Commission is authorized to be composed of thirteen members. However, there are presently seven vacancies on the Commission. The Mental Health Commission is actively seeking candidates with the ability to fulfill the state law duties for Commissioners, including reviewing and evaluating the community's needs, services, facilities, and special problems.

Approval of the recommended action will fill two of the existing vacancies and allow the Commission to move one step closer to having a full and diverse complement of commissioners to review and evaluate the community's mental health needs, resources, and programs.

BACKGROUND

California State law requires that appointments to the Mental Health Commission meet specific categories, who may serve up to nine years consecutively. Maria Sol meets the category of special interest, consumer. The general public interest category may include anyone who has an interest in and some knowledge of mental health services. The special public interest category includes direct consumers of public mental health services and family members of consumers, which together must constitute at least fifty

percent or nine of the commission seats. Direct consumers and family members shall each constitute at least 20% of the commission membership.

The Mental Health Commission recommends Maria Sol as a representative of the special interest category, consumer appointment on the Mental Health Commission for the city of Berkeley for a three-year term. Maria has studied and majored in psychology and sociology providing services in the community, actively involved in human welfare, homeless prevention, mitigation and advocacy. Based on her opinion, the most important mental health issues in Berkeley are neglect, lack of support, prejudice and disparagement, alienation and trauma. She wants to help people see their potential and value, and connect with them by listening and providing real support.

Maria shares that she has personal direct lived experience. She has engaged with folks from coast to coast and has worked in state hospitals, shelters, programs for battered women, and focuses on advocacy for “maximum health and well-being.”

The Mental Health Commission passed the following motions at the September 26, 2024 meeting:

Interview and vote on nomination of Maria Sol to the Mental Health Commission:

> M/S/C (Prichett, Opton) Motion that we move to recommend Maria Sol to the city council for the mental health commission.
> **PASSED**
> Ayes: Jones, Krishnan, Prichett, Opton, Turner Noes: None; Abstentions: None; Absent: Lunaparra

The Mental Health Commission recommends Ashley (Jiahao) Gu as a representative of the special interest category, consumer appointment on the Mental Health Commission for the city of Berkeley for a three-year term. Ashley is a first-generation Chinese immigrant who has witnessed and experienced the process of not only seeking mental health services but also overcoming her community’s sociocultural stigma around the subject. She is currently enrolled at UC Berkeley and has been a chapter leader and advisory board member for Bring Change 2 Mind, a nonprofit focused on youth mental health stigmatization, and a counselor for the California Youth Crisis Hotline, and she hopes to continue participating in this work through supporting the efforts of the Commission.

From Ashley’s perspective, the most important mental health issue in Berkeley is serving the unique needs of everyone on the broad socioeconomic and cultural spectrum. Another important issue she shared is that, within mental health services in the City of Berkeley, there is an apparent lack of streamlined access to urgent non-emergency mental health care. At UC Berkeley, for example, many students

report that it's difficult to book same day or next day appointments, an obstacle that once again discourages community members from seeking help.

Ashley's recommendation about what to do about issue in Berkeley is to start conducting data analysis and field studies within the city to identify different demographic groups, their levels of access to mental health services, their attitudes towards these services, and their preferred method of support in times of crisis. This would allow the city to create tailored advertisements towards these groups and to implement culturally sensitive tools and related training. Additionally, data points like these can help the city in pinpointing the specific issues hindering each socioeconomic group's access to care, from which the process for accessing care can be streamlined and resources to explain the process can be created.

Interview and vote on nomination of Ashley (Jiahao) Gu to the Mental Health Commission

M/S/C (Prichett, Turner) Motion that we move to recommend Ashley (Jiahao) Gu to the city council for the mental health commission.
PASSED
Ayes: Jones, Krishnan, Prichett, Opton, Turner Noes: None; Abstentions: None; Absent: Lunaparra

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

RATIONALE FOR RECOMMENDATION
Approval of the recommended action will allow the Mental Health Commission to move one step closer to having a full and diverse complement of commissioners to review and evaluate the community's mental health needs, resources, and programs.

ALTERNATIVE ACTIONS CONSIDERED
None.

CITY MANAGER
The City Manager concurs with the content and recommendations of the Commission's Report.

CONTACT PERSON
Jamie Works-Wright, Commission Secretary, HHCS, 510-981-7721

Attachments:
1: Resolution – Appointing Maria Sol
2: Resolution – Appointing Ashley (Jiahao) Gu

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

APPOINTMENT OF MARIA SOL TO THE MENTAL HEALTH COMMISSION

WHEREAS, membership of the Mental Health Commission is composed of thirteen appointments by the City Council as a whole, including one appointment by the Mayor (*or designee),* six special public interest appointments, and four general public interest appointments; and

WHEREAS, with the ongoing implementation of the Mental Health Services Act, the City of Berkeley will need to have a full complement of diverse appointees to the Commission to review and evaluate the community's mental health needs, resources, and programs and to fulfill its mandate; and

WHEREAS, Maria Sol has studied and majored in psychology and sociology providing services in the community offering her lived experience; and

WHEREAS, The Mental Health Commission at its September 26, 2024 meeting recommended the appointment of Maria Sol.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council appoints Maria Sol as a representative of the Special Interest category, to complete her first term ending November 18, 2027.

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

APPOINTMENT OF ASHLEY GU TO THE MENTAL HEALTH COMMISSION

WHEREAS, membership of the Mental Health Commission is composed of thirteen appointments by the City Council as a whole, including one appointment by the Mayor (*or designee),* six special public interest appointments, and four general public interest appointments; and

WHEREAS, with the ongoing implementation of the Mental Health Services Act, the City of Berkeley will need to have a full complement of diverse appointees to the Commission to review and evaluate the community's mental health needs, resources, and programs and to fulfill its mandate; and

WHEREAS, Ashley Gu is a first-generation Chinese immigrant who has lived experienced as a consumer and currently enrolled at UC Berkeley; and

WHEREAS, The Mental Health Commission at its September 26, 2024 meeting recommended the appointment of Ashley Gu.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council appoints Maria Sol as a representative of the Special Interest category, to complete her first term ending November 18, 2027.

Office of the Mayor

23

CONSENT CALENDAR
November 19, 2024

To: Honorable Members of the Berkeley City Council

From: Mayor Jesse Arreguín and Councilmember Sophie Hahn (Authors)

Subject: Exploring the Formation of Joint Powers Authority (JPA) or other entity to Publicly Finance the Development of a Hospital to Meet Regional Healthcare Needs

RECOMMENDATION

1. Direct the City Manager and City Attorney to explore establishing legal and financial structures, such as a Joint Powers Authority (JPA) or Hospital District, with relevant East Bay jurisdictions, to facilitate public financing for a full service public acute and emergency care hospital serving Berkeley and the greater East Bay.

2. Authorize the City Manager and City Attorney to engage staff or consultants as needed, and submit further budget requests if additional resources are required.

BACKGROUND

In 2016, Sutter Health announced its intention to close Alta Bates hospital, the only full-service acute and emergency care hospital between Berkeley and the northernmost communities of Contra Costa County, by 2030. Alta Bates has a capacity of 347 beds, and is the third largest general acute care facility in the region. Its service area includes almost 850,000 residents, of whom 44% are people of color and 36% are below 200% of the federal poverty level.

On July 12, 2016, City Council passed Resolution No, 67,615–N.S, opposing Sutter's plans to close the hospital. The Resolution further resolved that the Mayor, City Council and City Departments pledged to cooperate fully to facilitate this process (Attachment 1). The Mayor's Office convened the Alta Bates Regional Task Force composed of officials from Alameda and Contra Costa Counties, and the cities of Alameda, Albany, El Cerrito, Emeryville, Oakland, San Pablo and Richmond, as a venue to share information and explore policy alternatives.

Subsequently, a formal request was sent to Sutter Health on February 7, 2019

requesting that Sutter provide a plan, in writing, for the retrofitting/rebuild of Alta Bates Hospital or share their future plans for the property. To date, Sutter has not provided such a plan to the City Council or the public and has not indicated in any forum that it plans to continue operating Alta Bates as a full service acute and emergency care hospital after the 2030 deadline.

According to the City's 2018 Health Status Report, significant health disparities persist in Berkeley, particularly impacting the African American community. Despite comprising only 8% of the population, African Americans accounted for nearly 30% of the Years of Potential Life Lost (YPLL), indicating a higher rate of premature death compared to other racial/ethnic groups. This disparity extends to various health conditions: African Americans were 2.3 times more likely to die prematurely from any condition compared to Whites and faced inequitably high rates of hospitalization due to uncontrolled diabetes and its long-term complications. Moreover, the rate of hospitalization due to hypertension among African Americans sharply increased, being over five times that of the total population.

These troubling health trends, coupled with the potential closure of Alta Bates hospital, could further strain the healthcare system, exacerbating the challenges faced by vulnerable populations in Berkeley and intensifying the need for comprehensive and accessible healthcare solutions across the city.

In December 2018, a Rapid Health Impact Assessment Report (RHIA) was commissioned by the Task Force and delivered by a research team at the UC Berkeley Institute of Urban and Regional Development, led by professor Jason Corburn. The RHIA report identified potential health impacts of the closure of Alta Bates. With the hospital serving as a regional hub for pregnancy and birthing, there will be reduced high quality prenatal, birthing & neonatal care accessible to Berkeley and other East Bay residents. Closure will disproportionately impact people of color and low-income/ uninsured residents, many of whom are already at a higher risk of having health complications. Emergency departments in hospitals throughout the region will see increased crowding, leading to longer wait times, longer travel times, and placing additional strains on ambulances, negatively impacting both the Berkeley Fire and Police Departments. Closure also places the entire I-80 corridor at additional risk in the event of a disaster such as an earthquake, wildfire - or pandemic, with victims having less access to emergency services.

In addition to these disparate impacts across the region, the report identified a particularly acute impact to Berkeley's elderly and student populations. Approximately, 13% of the population in the Alta Bates Hospital Service Area is over the age of 65, with an additional 12% between the ages of 55-64. Notably, in three Berkeley ZIP codes (94705, 94707, and 94708), the elderly population (over 65) constitutes 20-30% of the

residents, indicating a significant portion of the population that might require more healthcare services, particularly in the context of emergency services and age-related health issues. Moreover, UC Berkeley students rely heavily on Alta Bates services, with an estimated 4,000 emergency visits per day. Student health and mental health would be impacted by the loss of Alta Bates, where between 2,500-3,000 students per year are referred to from the student health center (Tang Center).

While securing the healthcare needs of Berkeley residents and understanding and addressing the impacts of closure of Alta Bates have been topics of interest and concern to the City Council for many years, evidenced by resolutions, letters, and studies, the COVID pandemic paused progress at a critical moment - and put enormous stress on health care facilities region-wide, including Alta Bates, which heroically cared for (and continues to care for) victims of this unprecedented pandemic. With the Pandemic now largely under control - and 2030 just six years away - the need to pick up the pace to understand and explore options for the people of Berkeley - and in neighboring communities - to have their healthcare needs met is more urgent than ever.

This year, the Mayor and City Council continued their advocacy to ensure healthcare needs are met. Mayor Arreguín and Councilmember Hahn presented the findings of the 2018 Rapid Health Impact Assessment Report at meetings of the City Councils of Richmond and Albany and did outreach to other nearby jurisdictions to ensure neighboring jurisdictions are educated and aware of the potential impacts of Alta Bates' closure. Each of these jurisdictions expressed their enthusiastic support and appreciation for Berkeley's advocacy efforts, as well as an interest in joining together in future efforts to retain or otherwise obtain access to a full service acute and emergency care hospital serving our communities.

In February 2024, the City Council allocated $300,000 to support the City Attorney's office in engaging technical and legal experts to develop strategies to meet the healthcare needs of Berkeley and the region in the event of Alta Bates' closure. Initial research identified the potential for Berkeley to collaborate with neighboring jurisdictions to publicly finance the construction of a new public hospital to serve the East Bay. (See Attachment 4).

The purpose of this item is to direct staff to continue this work, conducting the necessary financial, technical and other relevant analyses to assess the viability of this approach, or to consider other approaches. This action will provide explicit Council direction for the City Attorney and City Manager to work together on an accelerated schedule to bring this exploration to the next step. Any further formal action, such as authorizing additional funding or formally establishing a partnership of any kind, would still require Council approval.

FINANCIAL IMPLICATIONS
Staff Time

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
Not Applicable

CONTACT PERSON

Mayor Jesse Arreguín	510-981-7100
Councilmember Sophie Hahn	510-981-7150

Attachments:
1. Resolution 67,615
2. City of Berkeley 2018 Health Status Summary Report
3. 2018 Rapid Health Impact Assessment: Proposed Closure of Alta Bates Campus
4. Memorandum of Findings: Briefing on Berkeley Hospital Financing Options, Manatt (August 23, 2024)

RESOLUTION NO. 67,615–N.S.

OPPOSE SUTTER HEALTH CORPORATION'S PLAN TO CEASE ACUTE CARE HOSPITAL OPERATIONS AT ALTA BATES HOSPITAL IN BERKELEY, FURTHER REQUESTING CITY DEPARTMENTS TO IDENTIFY PENDING OR FUTURE APPLICATIONS SOUGHT IN FURTHERANCE OF SUCH CLOSURE AND REPORT SUCH APPLICATIONS

WHEREAS, Alta Bates Summit Medical Center, has been providing "full service" Acute Care hospital services in Berkeley, the East Bay and in Alameda and other counties for decades, and

WHEREAS, Alta Bates Summit Medical Center is licensed for 944 acute care beds with more than half of them in Berkeley, and 347 of those at the Ashby facility; and

WHEREAS, Alta Bates Summit Medical Center's Ashby facility is crucial for providing timely healthcare services for the people of Berkeley and cities beyond Berkeley's border; and

WHEREAS, from 2002 through 2015, records from CA's Office of Statewide Health Planning and Development, OSHPD, revealed very high utilization of acute care services at Alta Bates' Berkeley facility, including over one million total days that hospital beds were occupied; which consisted in part of the following:

- 559,136 days patients were treated in Medical units;
- 228,498 days babies treated in Neonatal Intensive Care;
- 103,157 babies delivered;
- 111,946 admissions through the Emergency Departments;
- 73,612 adult Critical Care patients treated; and

WHEREAS, these numbers do not reflect the full scope of the amount of patients treated at the Berkeley facility because census data reported to CA's OSHPD agency does not include patients in "observation" status despite stays of up to 48 hours with "observation" patients; and

WHEREAS, these numbers reflect only the Ashby facility and not the Alta Bates Summit census data at the Oakland Summit site; and

WHEREAS, Sutter Health Corporation has announced its intention to dramatically reduce services by closing the Alta Bates' Berkeley facility in light of SB 1953; and

WHEREAS, the consolidation of hospital services results in loss of services as happened when Alta Bates Hospital merged with Summit Medical Center in 2000, and despite Sutter Health arguing that services would be enhanced, not reduced, when many in the community opposed the merger at that time, Alta Bates Summit afterwards experienced

the loss of many services in the past 15 years, overwhelmingly at the Alta Bates and Herrick campuses; and

WHEREAS, the national average for bed capacity per 1000 residents is 2.9 beds according to World Bank statistics. In Alameda County, the bed capacity is at 1.8 beds and neighboring Contra Costa at 1.4 beds, a figure that does not reflect the final phase of the 2015 closure of Doctor's Medical Center in San Pablo; and

WHEREAS, many hospital departments are often at capacity, and all of the local Emergency Departments already have large delays in service, which will only be exacerbated by the merging of the two full-service Acute Care Hospitals with their Emergency Departments to one Oakland location, increasing even further wait and admission times; and

WHEREAS, the University of California, has 37,581 Undergraduate and Graduate students who depend heavily on hospital services at the Alta Bates campus, including the Alta Bates Emergency Department in close proximity to campus, to address the students' life-threatening illnesses and injuries, and need for medical care; and

WHEREAS, the Berkeley, North Alameda, West Contra Costa area recently suffered the closure of an acute care hospital in San Pablo, and the loss of acute care hospital services as a result, and further, is subject to severe earthquakes, frequent urban interface with wild fires, industrial chemical releases and mass traffic casualties—all of which require emergency services; and

WHEREAS, when Berkeley's first responders are mandated to travel to Summit Campus in Oakland, they are unavailable for service for the rest of Berkeley for prolonged periods of time presenting a significant danger to the lives of Berkeley residents, and forcing an unacceptable standard of healthcare upon them; and

WHEREAS, closures and relocations of corporations on the community, impacting an array of businesses including family-owned businesses, with losses often doubling or tripling those who either lost jobs or had to relocate; and

WHEREAS, when access to healthcare is made more difficult, patients often delay healthcare but also stop seeking the care that is necessary; and

WHEREAS, the stated mission of corporate Sutter Health is to "enhance the well-being of people in the communities we serve through a not-for-profit commitment to compassion and excellences" in health care services; and

WHEREAS, Sutter Health as a non-profit corporation pays little or no property taxes for operations which are non-profit, such as its non-profit hospitals (as opposed to its for-profit operations) and is a highly profitable healthcare corporation whose total assets in the billions grow substantively each year, as shown:

- 2011: $11,820,000,000
- 2012: $12,390,000,000
- 2013: $14,215,000,000
- 2014: $14,290,000,000
- 2015: $14,344,000.000

WHEREAS, Sutter Health needs to live up to its stated mission, be held accountable for its actions, and provide the necessary healthcare for Berkeley residents, and must not be allowed to put profits before lives nor endanger the residents of Berkeley; and

WHEREAS, the Berkeley City Council has a role and responsibility to provide resources to the public to promote and protect its health with no regional body researching the health needs of the greater community.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Berkeley oppose Sutter Health Corporation's plan to close its acute care services at Alta Bates Hospital and calls upon Sutter Health to cease and desist all actions in furtherance of any and all plans to close Alta Bates hospital.

BE IT FURTHER RESOLVED that the Mayor and City Council shall establish open forums to inform and educate Berkeley residents of the possibility of Sutter Health's seismically retrofitting Berkeley's Alta Bates facility; shall ensure the residents of Berkeley are notified of any and all forums under the City of Berkeley's purview; and ensure a full service acute care general hospital for future generations.

BE IT FURTHER RESOLVED that the Mayor, City Council, and City Departments pledge to cooperate fully to facilitate this process such that it is expedited as much is legally permitted.

The foregoing Resolution was adopted by the Berkeley City Council on July 12, 2016 by the following vote:

Ayes: Anderson, Arreguin, Capitelli, Droste, Maio, Moore, Wengraf, Worthington and Bates.

Noes: None.

Absent: None.

Tom Bates, Mayor

Attest: Mark Numainville, City Clerk







City of Berkeley

Health Status

SUMMARY

Report

2018

ACKNOWLEDGEMENTS

We wish to acknowledge the many persons who contributed their time, expertise, and wisdom to inform this report. The assistance has been invaluable. We thank the City Manager, Dee Williams-Ridley, the City Council, Health Housing and Community Services (HHCS) Director Paul Buddenhagen, and HHCS staff for their support and dedication to the City's health.

This report was produced by the City of Berkeley Public Health Division:

Lisa B. Hernandez, MD, MPH, Health Officer
José A. Ducos, MD, MPH, Manager Vital Statistics and Epidemiology
Alvan Quamina, JD, PhD, MPH, Health Services Supervisor
Rebecca L. Fisher, MPH, MA, Epidemiologist

Public Health Division Students and Interns:

Michael Huynh, MPH
Heather Jones, MPH
Victoria Le
Victoria Mercado, MPH
Catherine Nguyen, MPH
Jennifer Tan

Key Contributors:

Laura Schroeder, MPP
Essence Fisher-Hobson, MS

Reviewers and Contributors:

Alison Roberts, Ana Weidenfeld, Ann Song, Cheryl Ford, Dechen Tsering, Essence Fisher-Hobson, JoAnn Evangelista, Jocelyn De Sena, Josie Emunah, Katherine Brown, Kelly Wallace, Kim Cardoso, Laura Schroeder, Lisa Sterner, Marcia Brown-Machen, Marty Lynch, Patrice Paul, Rikki Moreno, Robert Benjamin, Sandra Hunter, Suzanne Ridel, Tanya Bustamante, Vicki Alexander, Victoria Lopez

CITY OF BERKELEY LEADERSHIP

City of Berkeley City Council

City Mayor, Jesse Arreguin,
Councilmember Linda Maio, District 1
Councilmember Cheryl Davila, District 2
Councilmember Ben Bartlett, District 3
Councilmember Kate Harrison, District 4
Councilmember Sophie Hahn, District 5
Councilmember Susan Wengraf, District 6
Councilmember Kriss Worthington, District 7
Councilmember Lori Droste, District 8
Berkeley City Manager, Dee Williams-Ridley

Health, Housing & Community Services Leadership

Paul Buddenhagen, Department Director
Kelly Wallace, Deputy Director
Tanya Bustamante, Aging Services
Manuel Ramirez, Environmental Health
Kristen Lee, Housing and Community Services
Steve Grolnic-McClurg, Mental Health
Leah Talley, Public Health
Lisa B. Hernandez, Public Health

Toomey Design

To obtain additional copies of this report, or to make suggestions, please contact:

City of Berkeley Public Health Division
1947 Center Street, 2nd Floor
Berkeley, CA 94704
Phone: 510-981-5300; TTY: 981-6903
Website: http://www.ci.berkeley.ca.us/publichealth/reports/reports.html
Email: publichealth@ci.berkeley.ca.us

Cover photos: Berkeley Unified School District, Nancy Rubin-Berkeleyside, Annie Burke

INTRODUCTION

The City of Berkeley is a prosperous, innovative, and thriving community. Our city has considerable wealth, high levels of educational attainment, and a rich culture that all contribute to a healthy community. Despite overall good health, Berkeley is not a city where all people are living long and healthy lives and are achieving the highest possible level of health. In Berkeley, African Americans and other people of color die prematurely and are more likely than White people to experience a wide variety of adverse health conditions throughout their lives.

Achieving optimal health for all requires that everyone has access to resources and environments that support health and wellness. Higher incidence of disease is linked to neighborhoods that have been historically under-resourced and overexposed to unhealthy conditions. These neighborhoods have more people living in poverty and more people of color than surrounding neighborhoods. A truly healthy Berkeley depends on achieving and maintaining optimal health and wellness for all people regardless of an individual's or group's position in society. Health inequities among racial and ethnic groups are striking and extend across a number of indicators. These health inequities are neither new nor unique to Berkeley—nevertheless, they are unjust and unacceptable. The conditions in which we are born, grow, live, work and age, broadly known as the social determinants of health, greatly influence how well and how long we live. To aggressively address the health disparities we see in this report requires that we also address the underlying social, economic, and environmental inequities that perpetuate them.

Berkeley is well positioned to realize greater health equity. Our community is known for its political and social activism. Our residents are passionate about creating healthier communities. Our leaders have a long standing commitment to achieving health equity and have been at the forefront of innovative health programs and policies. We are one of three cities in the state of California that has its own Public Health Jurisdiction. This distinction enables public health services to be focused on and dedicated to a discreet population. While the challenges we face should not be underestimated, through strategic collaboration, a unified vision, and broad community engagement we can achieve our mission of optimal health and wellness for all.

The Health Status Report is written by the Public Health Division of the Department of Health, Housing and Community Services and is released periodically to provide a picture of the health status of people who live in Berkeley. The report has three key objectives:

- Monitor health concerns impacting the City with a focus on health disparities and social determinants of health;
- Show trends and changes in health over time;
- Guide our Public Health work and support community partners in shaping and responding to policy and other factors influencing Berkeley's health and quality of life.

This report will help the Public Health Division define goals and objectives for improving Berkeley's health. It is also designed to spark community conversations, spur collaboration and inform decision making throughout Berkeley.

DEPARTMENT OF HEALTH, HOUSING, & COMMUNITY SERVICES MISSION AND VISION

Vision: *A vibrant and healthy Berkeley for all*

Mission: The Department of Health, Housing, & Community Services' mission is to enhance community life and support health and wellness for all. We are committed to social and environmental justice and to promoting equity in health, housing, and economic opportunity. We collaborate with community partners to build a vibrant and healthy Berkeley.

PUBLIC HEALTH VISION AND MISSION

Vision: *Healthy people in healthy communities.*

Mission: To achieve and maintain optimal health and well-being for all people in Berkeley. We do this by working in partnership with our diverse communities to: promote healthy behaviors and environments, prevent illness and injury, protect against disease and other emerging health threats, eliminate health inequities, and advocate for social and environmental justice.

SOCIAL DETERMINANTS OF HEALTH

Addressing the social determinants of health continues to be a key objective of the Public Health Division. Research has shown that health is dependent largely on conditions that are not related to medical care. In fact, about 80% of our health is influenced by the environments around us which include social, economic factors, and every day behaviors. Conditions such as poverty, homelessness, shifting federal and local policies, changing City demographics, gentrification, and the subsequent rise in the cost of housing all have profound impacts on community health. In many of these areas, the Public Health Division works collaboratively with other departments, and with divisions in the City of Berkeley's Department of Health, Housing and Community Services. For example, Public Health staff are working on a multi-departmental group formulating the regulatory environment for newly legal adult use marijuana, which has serious public health impacts.

An important, continuing trend seen in the 2018 Health Status Report is the steady and significant shift in the City's demographics. Compared to the 2010 Census, the African American population has decreased from approximately 10% to 7% of the population, while other racial/ethnic groups have remained relatively stable. The phenomenon is not unique to Berkeley, but is a regional trend that is evidence of displacement caused by gentrification. Displacement disrupts access to education, employment, health care, and healthy neighborhood resources. Residents forced to move may face longer commutes to work or school, leading to increased stress, loss of income, job loss or greater school dropout rates. Displaced residents may have trouble obtaining medical records, prescriptions, and affordable health care services. Displacement can also mean relocation to neighborhoods with fewer health-promoting resources, such as high quality jobs, healthy food options, accessible public transit, and safe and walkable streets.

Socioeconomic status is one of the most powerful predictors of disease, injury, and mortality. In Berkeley, African Americans have lower income than any other ethnic/racial group. For every dollar a white family earns, an African American family earns 28 cents. This income inequality paired with unemployment or under employment can increase stress levels, make it difficult to find safe and affordable housing, and lower educational prospects. Research demonstrates that poverty is the single greatest threat to children's well-being. Children living in poverty are at significantly higher risk for poor health and development. In Berkeley, 10% of all children under the age of 18 live in poverty. Notably, 29% of African American children live in poverty, which is seven times the poverty rate for white children, and two to three times the rate of any other racial group.

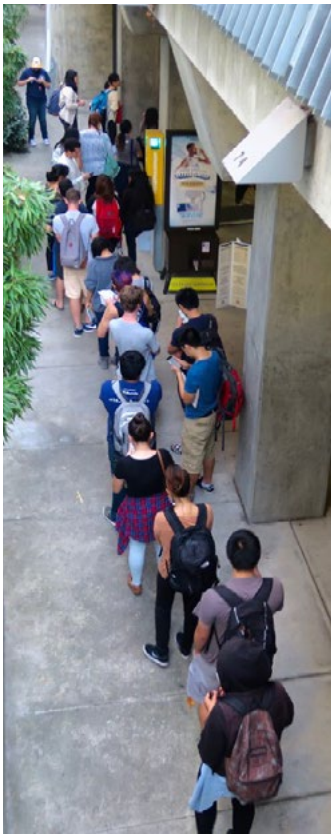
Additionally, homelessness impacts the health of the entire community. Berkeley has the second highest number of homeless people among all Alameda County cities, second only to Oakland. Berkeley's homeless population accounts for 17% of the homeless people in Alameda County. Given that Berkeley makes up only 7% of the population of Alameda County, it is home to a disproportionate number of people experiencing homelessness. Poor health conditions among people who are homeless are frequently co-occurring with a mix of psychiatric, substance use, and social challenges. Exposure to high stress, unhealthy or dangerous environments, and food insecurity worsens overall health and often results in visits to emergency rooms and hospitalization. Nationally, individuals experiencing homelessness are three to four times more likely to die prematurely than their housed counterparts, and experience an average life expectancy as low as 41 years. Far too often, those experiencing homelessness are people of color. African Americans make up less than 8% of Berkeley's general population, but are 50% of the homeless population.



Berkeley Unified School District



Nancy Rubin, Berkeleyside



Berkeleyside



Nancy Rubin, Berkeleyside

KEY THEMES IN 2018 HEALTH STATUS REPORT

Three key themes can be found in the Health Status Report and will continue to guide the work of the Public Health Division:

- ***Inequities in Health.*** Since 1999, the Berkeley Public Health Division has been at the forefront of breaking down data to uncover hidden inequities in health. It is only through examining data by characteristics such as race, ethnicity, gender, age, income, neighborhood, immigration status and other qualities that we can see a true and full picture of health. The Berkeley Public Health Division is committed to monitoring health indicators by relevant, available demographic characteristics and investigating the status of health equity in our community. We will be thoughtful, intentional, and strategic in the development of programing to address these inequalities.
- ***Importance of Prevention.*** Prevention is a continuum and extends from deterring diseases and behaviors that foster disease to slowing the onset and severity of illness when it does arise. A focus on prevention includes focusing on upstream factors those that are largely outside of an individual's control and promoting conditions that support good health.
- ***Emerging Health Threats.*** The health landscape in Berkeley is not static but evolves, and new threats can emerge on both a global and local scale. Infectious disease such as tuberculosis, sexually transmitted infections, and diseases once considered under control such as pertussis, continue to be a significant source of illness in Berkeley. These threats require constant monitoring and a responsive public health system. New health threats can emerge from a variety of directions: from the rise in antibiotic resistant bacteria, to new risks from climate change and global connectedness, to the health impacts caused by changing federal and local policies. Additionally, public health systems across the country are responding in various ways to the complex and inter-related social, economic and environmental inequities that are connected to poor health.



Berkeley Unified School District

HEALTH INEQUITIES IN BERKELEY

Chapter 1: Sociodemographic Characteristics & Social Determinants of Health	Chapter 2: Pregnancy & Birth	Chapter 3: Child & Adolescent Health	Chapter 4: Adult Health	Chapter 5: Life Expectancy & Mortality
Families headed by a White householder earn 3.4 times more than African American families, 1.9 times more than Latino families, and 1.4 times more than Asian families.	The risk of an African American mother having a LBW baby is 2.5 times higher than the risk for White mothers.	African American children (under 18) are 7 times more likely, Latino children are 5 times more likely, and Asian children are 2 times more likely than White children to live in poverty.	African Americans are 3 times more likely than Whites to be hospitalized due to coronary heart disease.	African Americans are 2.3 times more likely to die in a given year from any condition compared to Whites.
The proportion of families living in poverty is 8 times higher among African American families, 5 times higher among Latino families and 3 times higher among Asian families, compared to White families.	The risk of an African American mother having a premature baby is 2 times higher than the risk for White mothers.	African American high school students are 1.4 times more likely than White students to drop out of high school.	African Americans are 34 times more likely than Whites to be hospitalized due to hypertension.	African Americans are 2.0 times more likely than Whites to die of cardiovascular disease.
African Americans are 2.8 times less likely, Latinos are 1.6 times less likely and Asian children are 1.1 times less likely than Whites to have a bachelor's degree or higher.	The teen birth rate among African Americans is 9 times higher, and among Latinas is 3 times higher than the rate among White teens.	The asthma hospitalization rates for children under 5 for African American children is 10 times higher, and for Latino children is 2.8 times higher than the rate among White children.	African American women are 1.5 times more likely than Whites to be diagnosed with breast cancer.	African Americans are 1.8 times more likely than Whites to die of cancer.







HOW TO READ THIS REPORT

ORGANIZATION: This report is organized along the life course, from conception through death. Health throughout the stages of life is influenced by an individual's social and physical environment, health and experience in the prior stage. The report begins with a description of Berkeley's population. Subsequent chapters give information about health in Berkeley during the major life stages which include pregnancy and birth, childhood and adolescence, adulthood, and finally the end of life. Each chapter starts with a description of the significance of that life stage, a list of key findings, the importance of the health indicator and its current status in Berkeley.

COMPARISONS: One way to evaluate the health of our City is to compare ourselves to others. Each time Berkeley meets one of the Healthy People 2020 (HP2020) goals, that goal is reported. By doing this, it allows us to compare the data on how Berkeley is doing relative to national health benchmarks. We also compare Berkeley with Alameda County and the State. We report how different groups of Berkeley residents compare with each other: by age, gender, income, race/ethnicity, education, and place of residence. Finally, we show how health indicators in Berkeley have changed over time. Such comparisons allow us to assess how Berkeley is faring relative to national goals, our past, and our neighbors.

PROGRAM HIGHLIGHTS: The City's Public Health Division works with partners to improve health in Berkeley. Each chapter contains program highlights, describing how the City is addressing issues raised by the data in that chapter. More information about these programs is available on the City's website: https://www.cityofberkeley.info/Health_Human_Services/Public_Health/A_to_Z_Public_Health_Services.aspx

FROM THE COMMUNITY: This report contains quotes and summaries from a series of community engagement events. These events were held in 2014 and were organized in order to hear from Berkeley residents and community members about what they see as priority areas for reducing health inequities.

DATA: This report contains quantitative data about the health of the Berkeley community. The data is as objective as possible — there may be biases related to reporting errors, incompleteness or limited by small samples. In our effort to understand what the data tell us about health in Berkeley, we look at correlations; what characteristics go along with better health or worse health? Public health programs and interventions are designed to address the likely "causal pathways" of adverse health outcomes, and are based on available evidence and best practices.

We use the latest year of data available at the time of analysis. For hospitalization and emergency department visit data, changes in the coding system were implemented in the last quarter of 2015 which made the previous years not comparable with current data. The last full year of data under the prior coding system was 2014, thus data on hospitalization and emergency department visits are only presented through 2014.

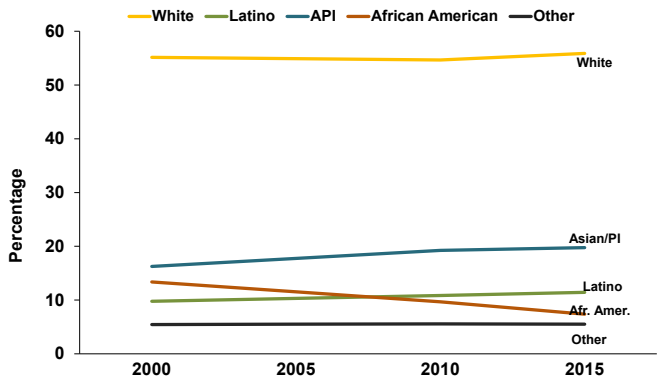
TECHNICAL NOTES: Data Sources and Definition of Key Terms: this information is provided at the end of the report. Those interested in additional technical details are invited to contact the Public Health Division Epidemiology and Vital Statistics Unit at publichealth@cityofberkeley.info.

1 CHAPTER 1: SOCIODEMOGRAPHIC CHARACTERISTICS AND SOCIAL DETERMINANTS OF HEALTH

The social and physical environments in which we live, work and play greatly influence our overall health. Experts agree that health is in part determined by access to social and economic opportunities; the cleanliness of our water, food and air; availability of preventative health care and wellness programs; the nature of our social interactions and relationships; and the resources and supports available in our schools, homes and neighborhoods. These conditions are broadly known as the social determinants of health, which this chapter explores in detail.

According to the 2011–2015 American Community Survey, the city's residents are 56% White, 20% Asian, 10% Latino and 7% African American. Compared to the 2010 census, the African American population has decreased from approximately 10% to 7%, while other racial/ethnic groups have remained relatively stable.

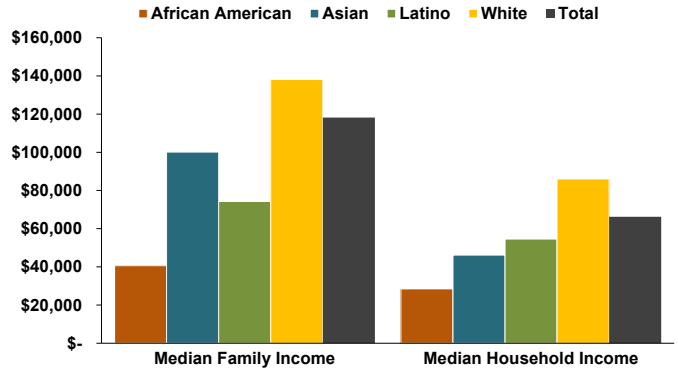
Figure 1.1 **POPULATION DISTRIBUTION BY RACE/ETHNICITY Berkeley, 2000–2015**



Source: City of Berkeley Public Health Division, Office of Epidemiology and Vital Statistics, U.S. Census Bureau, 2000–2015

In Berkeley the median family income is $118,190. The median household income is $66,237, which is influenced by the large population of low-income university students living in Berkeley. Families with a White head of household are more likely to be higher income while those headed by non-White households are more likely to be low income. All families and households have experienced an increase in median income during the last decade, except for African Americans who experienced a slight decrease.

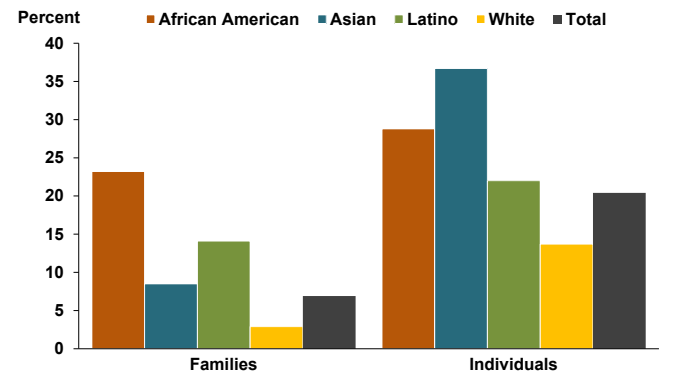
Figure 1.2 **MEDIAN FAMILY AND HOUSEHOLD INCOME IN PAST 12 MONTHS (IN 2015 INFLATION-ADJUSTED DOLLARS) BY RACE/ETHNICITY IN BERKELEY 2011–2015**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; U.S. Census, ACS 2011–2015

Approximately 7% of Berkeley families live below the federal poverty level. Poverty rates vary drastically by race/ ethnicity. Compared to White families, the proportion of families living in poverty is 8 times higher among African American families, 5 times higher among Latino families and 3 times higher among Asian families. At the individual level, about 20% of all Berkeley residents live below the federal poverty level, which is strongly influenced by the large university student population in Berkeley.

Figure 1.3 **PERCENT OF FAMILIES AND INDIVIDUALS BELOW FEDERAL POVERTY LEVEL IN THE PAST 12 MONTHS BY RACE/ETHNICITY IN BERKELEY 2011–2015**



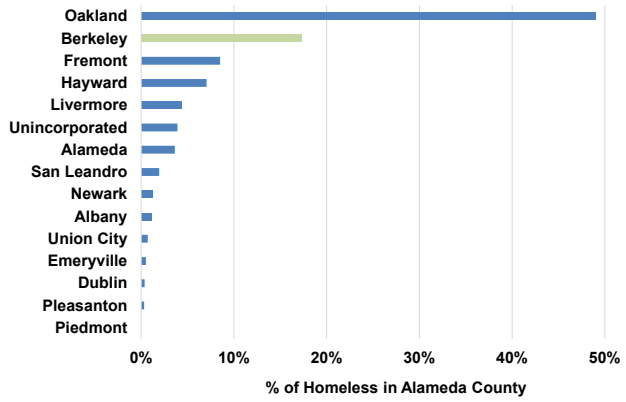
Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; U.S. Census, ACS 2011–2015



Berkeley Unified School District

Berkeley has the second highest number of homeless among all Alameda County cities, second only to Oakland. Berkeley's homeless population accounts for 17% of the 5,629 homeless people in Alameda County. Given Berkeley makes up only 7% of the population of Alameda County, it is home to a disproportionate number of homeless.

Figure 1.4 **ALAMEDA COUNTY HOMELESS POPULATION PERCENT BY CITY, 2017**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Alameda County 2017 Homeless Point-In-Time Count

FROM THE COMMUNITY

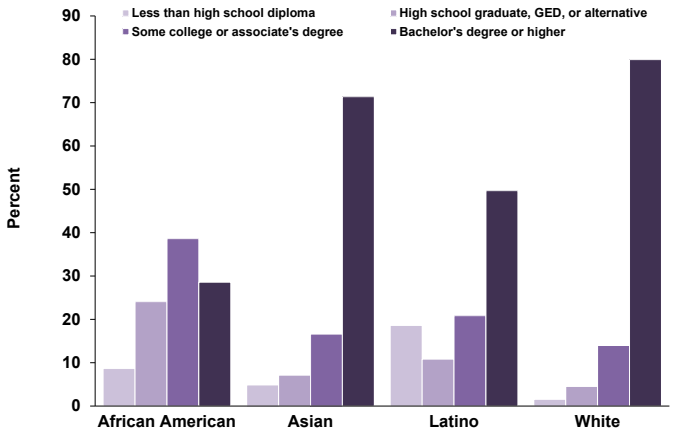
African American respondents noted that African American communities and families are being displaced because of a lack of jobs, housing and community investments. Others noted that health inequities are rooted in poverty, racism, inadequate access to culturally relevant and high quality health services, and a lack of community and economic development in their communities.

Approximately 84% of Berkeley residents ages 25 and over attended at least some college. Over 70% of residents have a bachelor, graduate, or professional degree, compared with 43% in Alameda County and 31% in California. Berkeley's levels of education attainment are not evenly distributed. Whites and Asians have the highest rates of higher education. Latinos are the least likely to graduate from high school, and African Americans have the lowest rate of college and professional degrees.



Natalie Orenstein, Berkeleyside

Figure 1.5 **EDUCATIONAL ATTAINMENT OF POPULATION AGED 25 AND OLDER BY RACE/ETHNICITY Berkeley, 2011–2015**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; U.S. Census, ACS 2011–2015

2 CHAPTER 2: PREGNANCY AND BIRTH

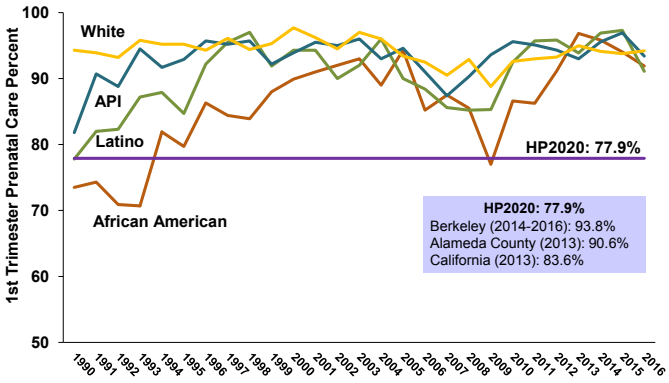
Pregnancy and childbirth mark the beginning of an individual's journey along the life course. The health conditions of pregnancy, birth, and early infancy have a profound impact on health and well-being throughout life. It is important to pay particular attention to this critical life stage when assessing the overall health status of a community.

Berkeley has excellent overall health indicators related to pregnancy and birth, and meets most HP2020 goals in these areas.There have been substantial improvements in health outcomes related to pregnancy and birth, including low birth weight (LBW), prenatal care, and teen birth. Almost 94% of pregnant Berkeley mothers of all racial/ethnic groups receive prenatal care in the first trimester, which is higher than Alameda County and California. Berkeley meets the HP2020 goal and there is no racial disparity in this indicator.



Robin Kempster

Figure 2.1 **PERCENT OF PREGNANT MOTHERS RECEIVING PRENATAL CARE IN 1ST TRIMESTER Berkeley, 1990–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Birth Records 1990–2016

African American babies, for the first time ever recorded, met the HP2020 objective for LBW in 2008-2010 and for prematurity in 2014–2016. However, a disparity still persists as African American babies are 2.5 times more likely to be LBW as compared to Whites and twice as likely to be born prematurely as White, Latino, or Asian babies.

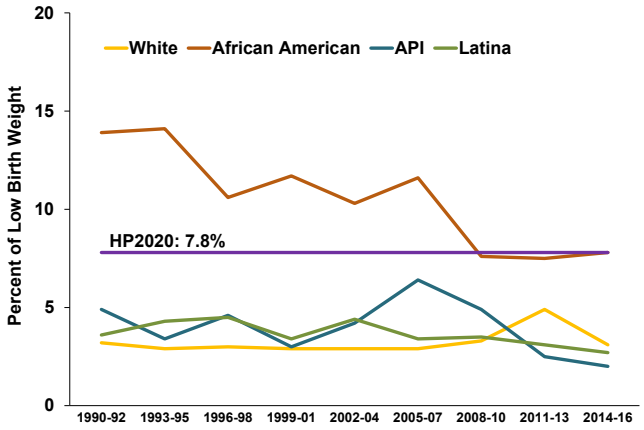
BERKELEY BLACK INFANT HEALTH (BBIH) PROGRAM

Berkeley's BIH program aims to improve birth outcomes and reduce health disparities affecting African American women and their babies. Through culturally affirming group education and complementary case management, the program works to empower African-American mothers and their families. BBIH helps to build social support, develop parenting and life skills, learn stress management tools, promote healthy behaviors and relationships, and support a healthy pregnancy. In addition, BBIH provides resource linkages to assist participants in connecting with the community, social, and health services to meet their needs.

FROM THE COMMUNITY

"I was born and raised in Berkeley. [Berkeley Black Infant Health] has been a big impact in a lot of our lives, helping us navigate our lives."

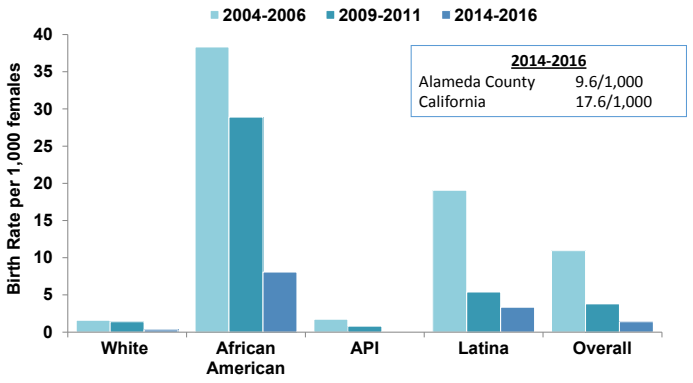
Figure 2.2 **LOW BIRTH WEIGHT BY RACE/ETHNICITY (EXCLUDES MULTIPLE BIRTHS) Berkeley, 1990–2016 (3-year-intervals)**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Birth Records 1990–2016

Berkeley's teen birth rate has been decreasing in all racial/ethnic groups over the past decade and it is at its lowest ever recorded. Berkeley has the lowest teen birth rate of any health jurisdiction in the state. From 2004–2006 to 2014–2016, the overall teen birth rate decreased by 82%. For African Americans, the rate decreased by 76% during the same time period. In spite of this decrease, the birth rate among African American young women is higher than all other racial/ethnic groups.

Figure 2.3 **BIRTH RATES IN FEMALES 15 TO 19 YEARS OLD BY RACE/ETHNICITY Berkeley, 2004–2006, 2009–2011, 2014–2016 (3-year intervals)**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Birth Records 1990–2016



Robin Kempster



Annie Burke



Robin Kempster

FROM THE COMMUNITY

"All around, we need to care about the health and safety for the moms in the family and especially single moms. Single moms sometimes are down and out; they need more care. They are caring for a whole community. You take care of her, then you are reaching a lot of people. If she doesn't feel safe, then a whole family will fall down."



Nancy Rubin, Berkeleyside

PUBLIC HEALTH NURSING FIELD SERVICES

Public Health Nurses (PHNs) provide quality, confidential, community-based case management services for families and individuals, primarily during home visits. The focus of the program is on Berkeley residents at highest risk for poor health outcomes, often those with special needs or limited access to care. These include pregnant women, new parents and their infants, school-aged mothers, children, elders, disabled, and people who are homeless.

Case management services include nursing assessments of health status and need for medical care and other services; counseling on diverse health related topics and supporting healthy lifestyle choices; advocating for better use of health care systems while linking families to other health and social services; assisting with enrollment in low cost medical and dental plans; and helping families support children's growth and development.

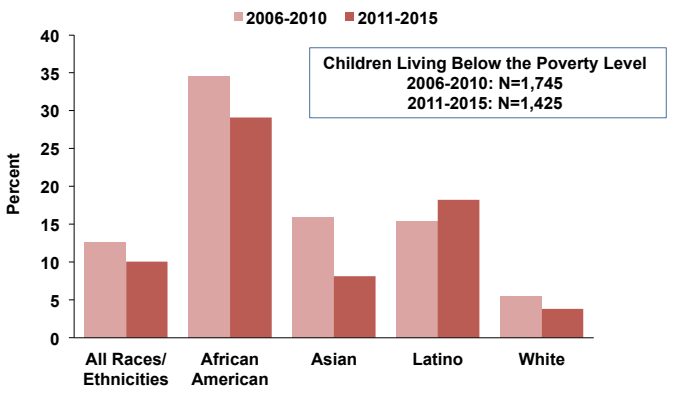
3 CHAPTER 3: CHILD AND ADOLESCENT HEALTH

Childhood and adolescence are important developmental periods in the life course and health in early life is the basis for continued health over the life span. Educational foundations are established during this time, influencing future learning and employment opportunities. Personal habits of physical activity, diet, and social connections are also formed. This chapter summarizes the state of health of children and adolescents in Berkeley: practices and behaviors, use of alcohol, tobacco and other drugs, overweight and obesity, childhood immunizations, and specific health outcomes including mental health, asthma hospitalizations, injuries, and sexually transmitted diseases.

Half of the children in Berkeley belong to non-White racial and ethnic groups; the largest proportion of these is Latino. In the last decade, the percentage of children living below the poverty level has decreased for the overall Berkeley population and every racial/ethnic group except Latinos. Children in poverty are concentrated in South and West Berkeley.

The Berkeley Unified School District (BUSD) four-year high school dropout rate fell from 15.5% in the 2010–2011 school year to 10.7% for the 2015–2016 school year. Despite a decrease from 18.8% to 13.5% since 2010–2011, African Americans still have the highest drop-out rate in Berkeley.

Figure 3.1 **PERCENT OF CHILDREN 17 YEARS AND YOUNGER LIVING BELOW THE POVERTY LEVEL BY RACE/ETHNICITY Berkeley, 2006–2015**

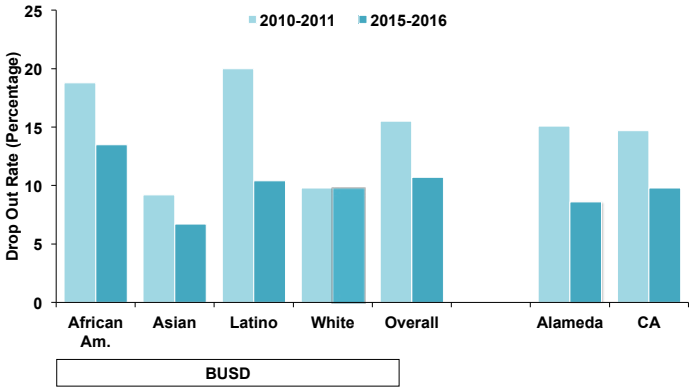


Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; U.S. Census, ACS 2006–2015

FROM THE COMMUNITY

"It's been an amazing experience to be born and raised here in Berkeley, grow up in Berkeley Unified School District, and to be able to work with the people that I've grown up with. We've had children together, been pregnant together."

Figure 3.2 **DROPOUT RATES, OVERALL AND BY RACE/ETHNICITY Berkeley Unified School District, Alameda County, and California, 2010–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; California Department of Education

2020 VISION

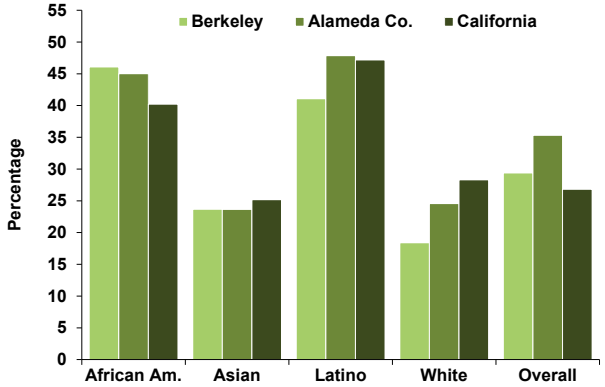
Berkeley's 2020 Vision is a city-wide collective impact effort to achieve equity in education for all Berkeley children from "cradle to career". The Berkeley community collaborates on six areas of systemic focus to end racial disparities in education, especially for Berkeley's African American and Latino children. Berkeley's 2020 Vision strives to "move the needle" on the following key indicators of educational equity: Kindergarten Readiness, Third Grade Reading Proficiency, Ninth Grade Math Proficiency, Attendance, College and Career Readiness, and Community Engagement. Berkeley's 2020 Vision also includes the Berkeley Promise, a college scholarship initiative.

FROM THE COMMUNITY

"It's really hard for kids of color (Latinas); you know, this is a predominantly white school—the white kids, they have all kinds of privilege; their parents have been paying for tutoring for years; they have been reading to them for years; they have so much more to start with. I don't understand my homework, I can't go to my parents for help. My mom didn't graduate from high school; that is why it is really frustrating when it comes to going to college, getting ahead."

Over a quarter of Berkeley's 5th and 7th grade students are overweight or obese. Berkeley has a lower proportion of 5th and 7th grade children who are overweight and obese (29.4%) compared to children in Alameda County (35.3%) but has a higher proportion compared to California (26.8%). A higher proportion of African American children are overweight and obese in Berkeley compared to in Alameda County and California.

Figure 3.3 **PERCENTAGE OF OVERWEIGHT AND OBESE CHILDREN IN 5TH AND 7TH GRADES BY RACE/ETHNICITY BUSD, Alameda County, and California School Districts, 2015–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; California Department of Education, FITNESSGRAM 2015–2016

FROM THE COMMUNITY

"One day your kid gets bigger and you worry. Is my child healthy or is she obese?"



Berkeley Unified School District

HEALTHY BERKELEY PROGRAM

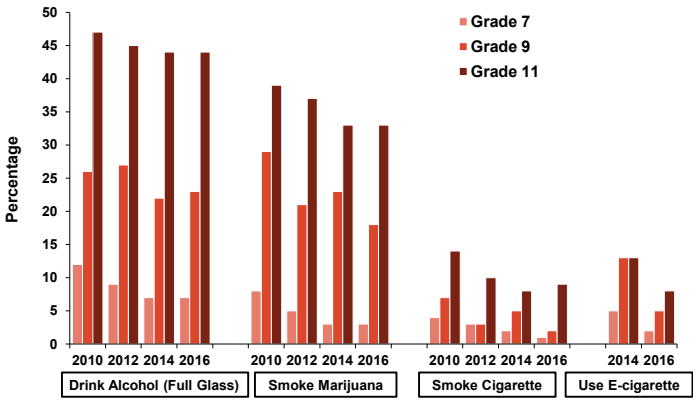
Initiated in 2015, this program stemmed from Berkeley's historic passing of an excise tax (1 cent/oz.) on the distribution of sugar-sweetened beverages (SSB). The program goal is to reduce the consumption of SSB as a pathway for decreasing the rates of Type 2 diabetes, obesity, and tooth decay in Berkeley. The Healthy Berkeley program offers multi-year community agency grants for programs designed to reduce SSB consumption and promote healthy beverages such as tap water in low-income communities, particularly children and youth targeted by the beverage industry; the Sugar-Sweetened Beverage Product Panel of Experts (SSBPPE) Commission makes agency funding recommendations to the City Council. The Healthy Berkeley program collaborates with the Bay Area Nutrition and Physical Activity Collaborative (BANPAC), Healthy Food America, University of California in Berkeley, and the Public Health Institute.

TOBACCO PREVENTION PROGRAM

The Tobacco Prevention Program provides community-based tobacco education programs and services to the community. Berkeley community members receive education about federal, state, and local tobacco control laws including ordinances relating to City of Berkeley's tobacco control related ordinances such as Smoke-Free Multi-Unit Housing, 600 ft. flavored tobacco buffer zone near schools K–12, tobacco free pharmacies and commercial zones ordinances. The Smoke-Free Multi-Unit Housing ordinance prohibits smoking in 100% of multi-unit housing with two or more units (i.e. apartments, co-ops, condominiums, common interest developments, etc.) and common areas. Free cessation classes are available to anyone interested in planning and sustaining a smoke-free lifestyle. Tobacco program staff also collaborate with Berkeley Tobacco Prevention Coalition members in the community, retailers, and policy makers in the City to develop policy aimed at reducing community members' exposure to tobacco smoke and tobacco products — including electronic nicotine delivery systems.

Alcohol is the most commonly used substance among BUSD students, followed by marijuana. The use of alcohol and marijuana have remained relatively unchanged among 11th graders. Cigarette smoking, already at comparatively low levels, has continued to drop for 7th and 9th graders but fluctuated for 11th graders. There has been a drop in e-cigarette use for students at all grade levels. The percentage of BUSD students who have been drunk or high on school property has steadily decreased for all grade levels over the past six years.

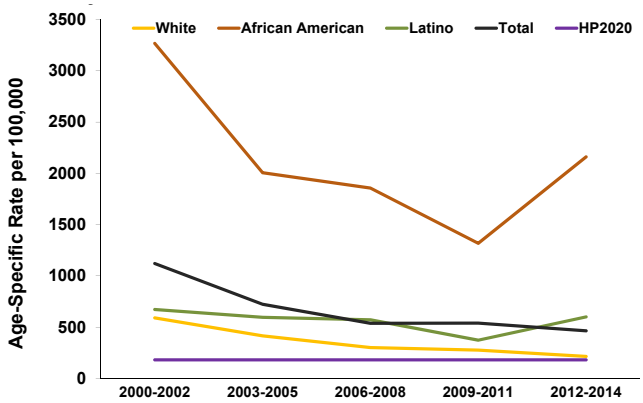
Figure 3.4 **ALCOHOL, TOBACCO, AND MARIJUANA USE IN PAST 30 DAYS: 7TH, 9TH, AND 11TH GRADERS Berkeley Unified School District (BUSD), 2010–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; California Healthy Kids Survey (CHKS) 2010–2016

The asthma hospitalization rates for children under 5 in all racial/ ethnic groups have declined. Compared to the HP2020 goal, the rate for African American children is 12 times higher, for Latino children is 3.3 times higher and for White children is 1.2 times higher. The number of hospitalizations among Asian children under 5 are too small to calculate a reliable rate and are therefore not presented.

Figure 3.5 **AGE-SPECIFIC ASTHMA HOSPITALIZATION RATE OF CHILDREN UNDER 5 YEARS OF AGE BY RACE/ETHNICITY Berkeley, 2000–2014**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Office of Statewide Health Planning and Development, 2000–2014



Berkeley Unified School District

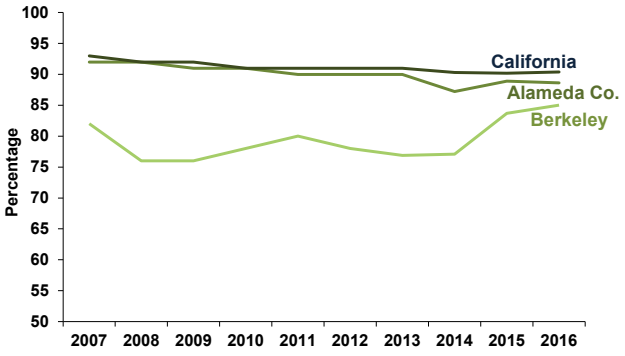
BREATHMOBILE

The Breathmobile, a project of the Prescott-Joseph Center for Community Excellence (PJCCE), is partnering with Berkeley Unified School District and the City of Berkeley Public Health Division to bring asthma care to BUSD students. This free mobile asthma clinic provides diagnosis, education, and treatment for children with asthma. For the first year of this partnership, two BUSD elementary schools (Malcolm X and Rosa Parks) and one preschool (King Child Development Center) were selected based on the high asthma prevalence at these sites. In its fourth year (2016–2017) of partnership, the Breathmobile has expanded services to include all three BUSD preschools. PJCCE and school staff work closely with the City of Berkeley Public Health Division to identify students with asthma who could benefit from this community resource. The partnership is an example of community agencies working together to address health inequities and the achievement gap. Improving childhood asthma management improves health and improves educational success.



Berkeley Unified School District

Figure 3.6 **PERCENT OF KINDERGARTEN CHILDREN WITH ALL REQUIRED IMMUNIZATIONS** Berkeley, Alameda County, and California, 2007–2016



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; California Department of Public Health, Immunization Branch

For the past decade, the proportion of Kindergarten children immunized against the nine diseases for which childhood immunizations are required has been consistently lower in Berkeley compared to both Alameda County and California. Berkeley's immunization rate has also experienced some fluctuations with a recent peak of an 85% immunization rate in 2016, the highest percentage ever recorded. Required immunizations include polio, measles, mumps, rubella, diphtheria, tetanus, pertussis, hepatitis B, and varicella vaccines.

IMMUNIZATION PROGRAM

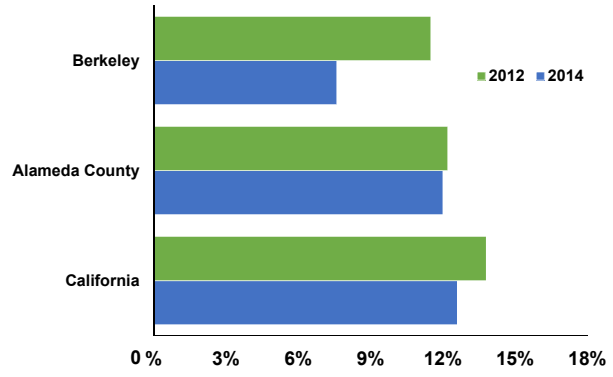
The Public Health Immunization Program works to increase immunization rates for all Berkeley residents across the life span. Special efforts are targeted at African American and Latino children less than two years of age by collaborating with WIC; public and private preschools; licensed family childcare homes; medical providers; and through community outreach, education and encouraging participation in the immunization registry among medical providers. Immunization services are provided to the community in several venues including at the Public Health Clinic. The program also focuses on pertussis vaccination for teens and adults and seasonal influenza vaccine for all ages. In addition, the Public Health Clinic expands its service by providing varicella vaccines to adults who are uninsured or underinsured.

4 CHAPTER 4: ADULT HEALTH

This is the stage of life when chronic diseases, including cancer, are most likely to develop and affect adults' well-being. Mental health conditions, injuries, and communicable diseases continue to have major roles as well. This is the period of life in which one is most likely to work, accumulate wealth, have partners, and hold responsibilities for other family members.

Approximately 7.6% of Berkeley residents were smokers in 2014, which was a substantial decrease from 11.5% in 2012.

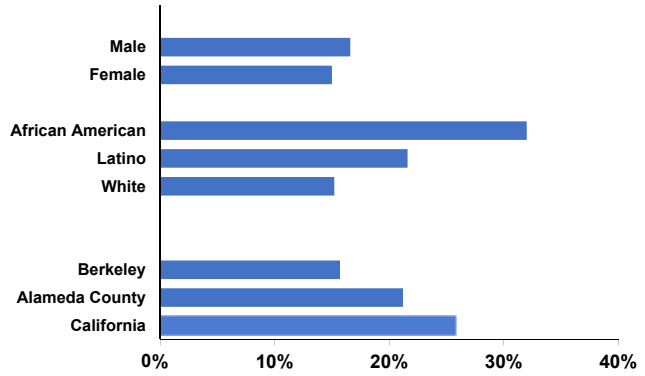
Figure 4.1 **ADULTS WHO ARE CURRENT SMOKERS**
Berkeley, Alameda County, CA, 2012, 2014



Source: City of Berkeley Public Health Division, Epidemiology and Vital Statistics, California Health Interview Survey (CHIS), 2012, 2014

The proportion of Berkeley adults categorized as obese based on BMI increased from 13.1% in 2012 to 15.7% in 2014. In Berkeley, African Americans and Latinos are more likely to be obese.

Figure 4.2 **OBESITY IN ADULTS BASED ON BODY MASS INDEX (BMI) OF 30 AND GREATER Berkeley, Alameda County, CA, 2014**



Source: City of Berkeley Public Health Division, Epidemiology and Vital Statistics, California Health Interview Survey (CHIS), 2014

FROM THE COMMUNITY

"It's really overwhelming when you go to a store, and even when you think it's healthy, you don't know how much sugar there is in it. Juice has sugar and you don't realize it. "



Nancy Rubin, Berkeleyside



Annie Burke

HEART-2-HEART & BERKELEY HYPERTENSION PREVENTION

Heart 2 Heart (H2H) uses a holistic, community-based approach to addressing health inequities in Berkeley. The program focuses on preventing high blood pressure and heart disease in South Berkeley; additionally, healthy eating and physical activity are also encouraged. The program provides increased access to hypertension screening and treatment, and trains Community Health Advocates in a program focused on outreach, education, and intensive counseling and support. H2H serves to bridge community, programs, resources, and services that are necessary to address the needs of community members.

A highlight of the program is the weekly drop-in Hypertension Clinic that provides free blood pressure screenings and education for anyone, and provides treatment for uninsured residents with hypertension. Attendance at the drop-in Hypertension Clinic is correlated with lowered blood pressure in residents who attend the clinic consistently.

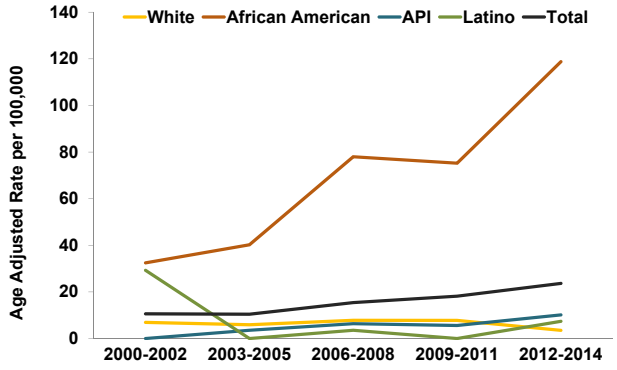


Berkeley's adult African American population experiences inequitably high rates of hospitalization due to both uncontrolled diabetes and long-term complications, such as kidney, eye, neurological and circulatory complications. However, the hospitalization rate among African Americans for lower-extremity amputation has substantially decreased between 2006 and 2014. For Latinos, hospitalizations for lower-extremity amputations dropped dramatically from 29.3 per 100,000 in 2000–2002 to 5.9 per 100,000 in 2003– 2005. The Latino rate has continued downward with no reported amputations in 2012–2014.

The rate of hospitalization due to hypertension among Berkeley's African American population has sharply increased, and is now over five times that of the total population.

However, hypertensive heart disease hospitalizations, a severe complication from hypertension, have decreased among all racial/ethnic groups over the past decade. The most dramatic decrease was among African Americans—from 170 per 100,000 in 2000–2002 to 51 per 100,000 in 2012–2014.

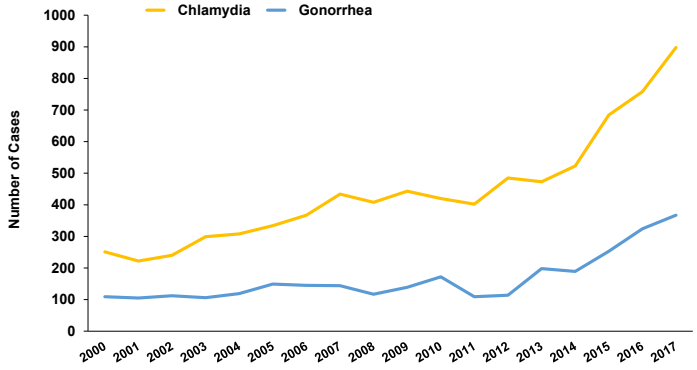
Figure 4.3 **HOSPITALIZATION RATES DUE TO HYPERTENSION BY RACE/ETHNICITY AND YEAR OF HOSPITALIZATION Berkeley, 2000–2014**



Source: City of Berkeley Public Health Division, Epidemiology and Vital Statistics, Office of Statewide Health Planning and Development, 2000–2014

The annual number of cases and rates of chlamydia, gonorrhea, and syphilis in Berkeley adults has increased in the last decade. These changes in rates may reflect either changes in Sexually Transmitted Infections screening or reporting, as well as actual changes in higher disease incidence. The most dramatic rise has been in chlamydia as the number of cases more than doubled from 420 in 2010 to 898 in 2017.

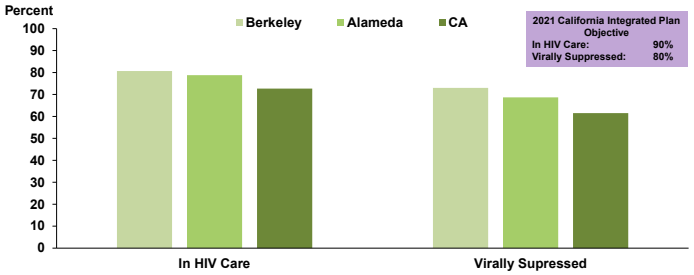
Figure 4.4 **CHLAMYDIA AND GONORRHEA INFECTIONS BY YEAR OF REPORT Berkeley, 2000–2017**



Source: City of Berkeley Public Health Division, Epidemiology and Vital Statistics, California Department of Public Health, STD Control Branch, 2000–2017

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. African Americans and Latinos experience disproportionately high rates of HIV/AIDS. The proportion of persons living with HIV who are in care and who are virally suppressed is higher in Berkeley than both Alameda County and California. Berkeley does not yet meet the 2021 California Integrated Plan Objectives of 90% in care and 80% virally suppressed.

Figure 4.5 **CONTINUUM OF HIV CARE FOR PERSONS LIVING WITH DIAGNOSED HIV INFECTION Berkeley, Alameda County, CA, 2016**



Source: City of Berkeley Public Health Division, Epidemiology and Vital Statistics, CDPH, Office of AIDS, 2016

PUBLIC HEALTH CLINIC'S REPRODUCTIVE AND SEXUAL HEALTH SERVICES:

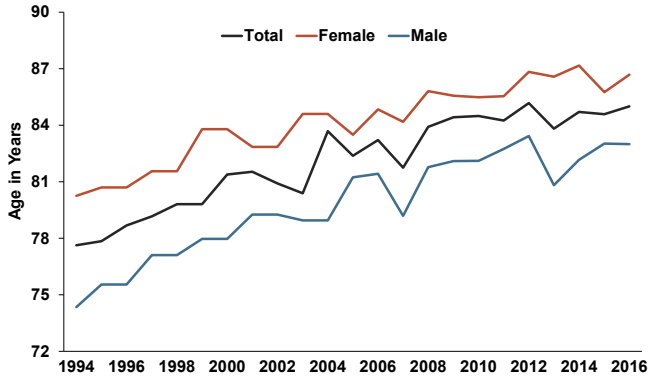
Berkeley's Public Health Clinic offers confidential testing, diagnosis, treatment, and prevention education to residents who think they may have a sexually transmitted infection, including HIV. Clinic staff follows up with clients who have sexually transmitted infection to ensure that they and their partners receive appropriate treatment. The program also provides free condoms and lubricant to both clients and non-clients on a drop-in basis. The Clinic offers comprehensive family planning services including nearly all types of birth control, reproductive life counseling, Pap smears (cervical cancer prevention), Hepatitis A, B and HPV vaccines, and referrals to local and low-cost breast screening/mammography services. Assistance is offered to survivors of intimate partner violence. The Clinic offers reproductive and sexual health services to people of all genders. The Public Health Clinic accepts Medi-Cal and FPACT (state funded payment programs). Others may qualify for reduced rates based on income. Some clients may even qualify for free services. No one is turned away because of inability to pay. Clinic clients are linked to a wide range of community and health services. Community outreach and presentations are provided on family planning methods, clinic services, sexually transmitted illnesses , HIV and sexually transmitted illnesses/HIV prevention. In 2012 over 2,300 individuals were seen at the clinic, many for more than one visit.

5 CHAPTER 5: LIFE EXPECTANCY AND MORTALITY

The number of years a person is expected to live, and the leading causes of death in Berkeley are important indicators of population health and guide Public Health Division program priorities.

In the last decade, the mortality rate in Berkeley has decreased steadily and life expectancy has increased for both men and women. Life expectancy in Berkeley is 86.7 years for women and 83 years for men in 2016. Mortality rates in Berkeley are lower than those of surrounding Alameda County and California—reflecting the city's long life expectancy.

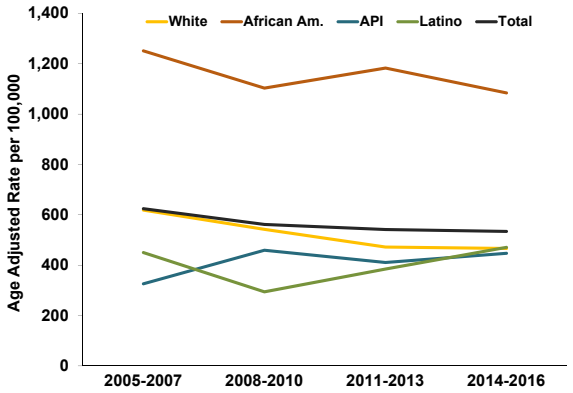
Figure 5.1 **LIFE EXPECTANCY AT BIRTH BY GENDER Berkeley, 1994–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Death Certificates 1994–2016, US Census Bureau

The overall age-adjusted mortality rate in Berkeley has decreased steadily throughout the last decade. The mortality rate for African Americans has reached the lowest ever reported. In spite of this marked decrease, the age-adjusted mortality rate for African Americans is twice as high as the mortality rate of Whites and is higher than the population overall. This disparity has remained unchanged throughout these years.

Figure 5.2 **MORTALITY RATES BY RACE/ETHNICITY AND YEAR OF DEATH Berkeley, 2005–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Death Certificates 2005–2016

Mortality rates from cardiovascular disease and cancer have decreased for all groups over the last decade. Cancer is the leading cause of death in the population as a whole, followed by heart disease. However, among African Americans in Berkeley, heart disease is the leading cause of death, followed by cancer. Breast and lung cancer are the top leading causes of cancer death for women, while lung and pancreatic cancer are the top leading causes of cancer death for men. Women who are Latina, Asian, or Pacific Islander have the lowest mortality rates from breast cancer in Berkeley. Only African American women do not meet the HP2020 goal for breast cancer deaths.

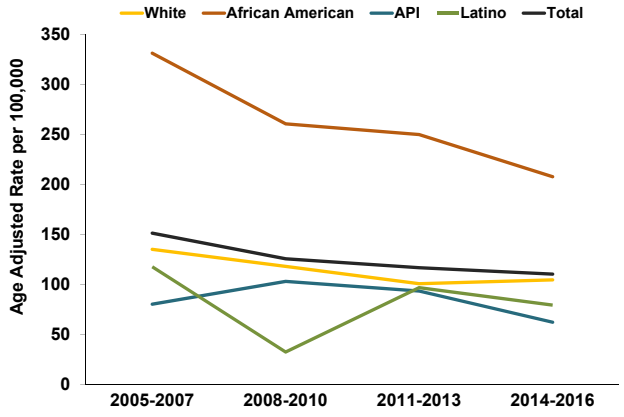
Figure 5.3 **TOP 10 CAUSES OF DEATH BY RACE/ETHNICITY Berkeley, 2014–2016**

Rank	White	Black	Latino	Asian/Pacific Islander
1	Cancer	Heart Disease	Cancer	Cancer
2	Heart Disease	Cancer	Heart Disease	Heart Disease
3	Stroke	Alzheimer's	Stroke	Stroke
4	Alzheimer's	Stroke	Unintentional Injury	Alzheimer's
5	Chronic Lower Respiratory Disease	Organic Dementia	Alzheimer's	Organic Dementia
6	Unintentional Injury	Chronic Lower Respiratory Disease	Organic Dementia	Diabetes
7	Organic Dementia	Diabetes	Diabetes	Pneumonia & Influenza
8	Intentional Injury	Nephritis & Nephrotic Syndrome	Pneumonia & Influenza	Parkinson's
9	Parkinson's	Unintentional Injury	Intentional Injury	Intentional Injury
10	Metabolic Disorders	Pneumonia & Influenza	Chronic Liver Disease & Cirrhosis	Chronic Liver Disease & Cirrhosis

NOTE: Color boxes denote causes of death that are leading in all racial/ethnic groups

Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Death Certificates 2014–2016

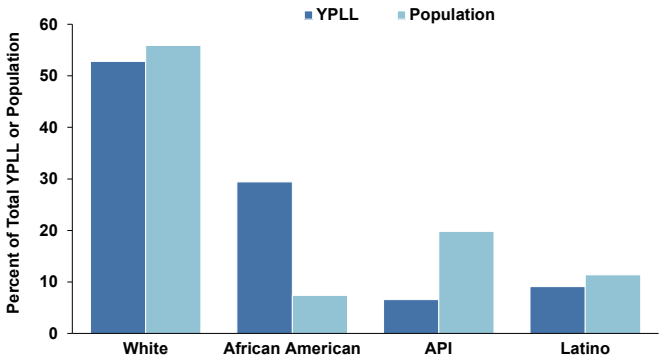
Figure 5.4 **ALL CARDIOVASCULAR DISEASE MORTALITY RATES BY RACE/ETHNICITY Berkeley, 2005–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Death Certificates 2005–2016

Even though the Berkeley population as a whole is living longer healthy lives, there are racial/ethnic variations and disparities in causes of death, mortality rates, and years of potential life lost, as there are differences in health status throughout the life course. Shortened lives and premature mortality are the cumulative results of health inequities that span the life course from conception to old age.

Figure 5.5 **YEARS OF POTENTIAL LIFE LOST (YPLL) BY RACE/ETHNICITY Berkeley, 2014–2016**



Source: City of Berkeley Public Health Division, Epidemiology & Vital Statistics; Death Certificates 2014–2016

CITY OF BERKELEY VITAL STATISTICS OFFICE

The City's Vital Statistics unit registers every birth and death in Berkeley, and receives information about births and deaths of Berkeley residents outside of the City. The Vital Records Office plays an important role in the analysis of birth and death records. The California State Office of Vital Records has acknowledged the excellence of Berkeley's Vital Statistics performance with annual awards since 2005.



Annie Burke

SUMMARY

This report presents a snapshot of the health of the Berkeley community. It describes how health changes over time, how we compare to our County, the State, and to the National Healthy People 2020 goals. It also shows how groups within Berkeley compare with each other and geographically.

KEY AREAS

Based on the 2018 Berkeley Health Status Report, the Public Health Division has identified four key areas that are important to monitor and develop interventions for:

- ***Obesity in both children and adults.*** Since While the overall childhood obesity rate in Berkeley is lower than in Alameda and California, the proportion of African American children who are overweight and obese in Berkeley is higher than Alameda County and California. In 2014, 16% of Berkeley adults were categorized as obese based on Body Mass Index (BMI), which is an increase from 2012. Additionally, among children and adults, African Americans and Latinos experience higher rates of obesity than Whites and Asians.
- ***Hypertension is increasing in all people in Berkeley.*** Hospitalization rates due to high blood pressure for the overall population is 20/100,000, the highest in a decade. The hospitalization rate for African Americans has sharply increased and is 120/100,000, over five times that of the total population.
- ***Sexually transmitted disease rates are at epidemic levels.*** Historically, chlamydia rates in Berkeley were lower than the State, but in 2015, Berkeley's rate increased substantially, surpassing both Alameda County and California. From 2011 to 2017, Berkeley's chlamydia rate has increased from 349.7 per 100,000 to 738.2 per 100,000. Gonorrhea rates in Berkeley are also consistently higher than those of Alameda County and California. From 2011 to 2017, Berkeley's gonorrhea rate has increased from 94.8 per 100,000 to 301.7 per 100,000.
- ***African Americans are more likely to die prematurely than any other racial/ethnic group in Berkeley.*** Years of Potential Life Lost (YPLL), a measure of premature death, demonstrates the significance. Although African Americans comprise 8% of the population; they account for almost 30% of the YPLL.

An additional emerging key area of interest that we will be monitoring is in demographic shifts in breast cancer incidence. For the first time, African American women have surpassed White women in the rate of breast cancer diagnosis. As we monitor this notable change, we will also seek to understand what is driving this trend.

Berkeley's health is characterized by an overall excellent health status with striking health inequities. These patterns of health inequities are neither new nor unique to Berkeley nevertheless, they are unjust and unacceptable. The underlying causes and their solutions lie in the environments and neighborhoods in which people are born, grow, live, work, and age. Truly addressing the root causes of health inequities requires focused, consistent, comprehensive, and sustained effort on many fronts. Through strategic collaboration, a unified vision, and broad community engagement we can achieve our mission of optimal health and wellness for all.



Annie Burke

HOW BERKELEY PROVIDES THE 10 ESSENTIAL SERVICES OF PUBLIC HEALTH

Berkeley's Public Health Division is responsible for fulfilling the 10 Essential Services of Public Health as defined by the Centers for Disease Control and Prevention (CDC). The examples below demonstrate how Berkeley's public health activities address these essential services. This is not a comprehensive account of Public Health activities.

Essential Service	Berkeley Examples
1. **Monitor** health status to identify and solve community health problems.	• Communicable Disease surveillance (including TB, STIs, HIV/AIDS) • Registration of births and deaths (Vital Statistics)
2. **Diagnose** and **investigate** health problems and health hazards in the community	• Communicable disease outbreaks • Health inequities in cardiovascular disease, low birth weight, diabetes, and asthma
3. **Inform**, **educate** and **empower** people about health issues	• Berkeley High School Health Center and Berkeley Technology Academy Clinic • School Linked Health Services
4. **Mobilize** community partnerships and action to identify and solve health problems	• Berkeley Healthcare Preparedness Coalition/Hub • Comprehensive Perinatal Services Provider Roundtables
5. **Develop** policies and plans that support individual and community health efforts	• Tobacco ordinances • Sugar Sweetened Beverage Tax and Healthy Berkeley Program
6. **Enforce** laws and regulations that protect health and ensure safety	• Immunization requirements for school entry • Public Health Emergency Preparedness Program
7. **Link** people to needed personal health services and assure the provision of health care when otherwise unavailable	• Nursing Targeted Case Management (TCM) • Partnerships with LifeLong Medical Care and Alameda County Public Health
8. **Assure** a competent public and personal health care workforce	• YouthWorks and AmeriCorps Programs • Training site for students interested in health (high school, college, graduate, and clinical)
9. **Evaluate** effectiveness, accessibility, and quality of personal and population-based health services	• Member of the local Fetal and Infant Mortality Review Board • Participation in Alta Bates Hospital Infection Control Committee
10. **Research** for new insights and innovative solutions to health problems	• Contribute our experience to the scientific literature and to professional and academic venues • Evaluation of impact of Sugar Sweetened Beverage Tax

LOOKING AHEAD

The City of Berkeley Health Status Report 2018 is the groundwork from which the Public Health Division, the Department of Health, Housing and Community Services, the City, and the Berkeley community will identify priorities, develop a strategic plan, and implement tailored interventions to improve community health. This path to better health is not one we can take alone. It is the charge of the entire community to create a healthy Berkeley. As a community member, you make choices that impact not only your own personal health, but the health of your families and neighbors. Community leaders in our City government, community based organizations, faith institutions, and local businesses, in addition to providers and residents all have a role to play in creating a healthier community. Collectively, we can achieve a better quality of life for all who live in Berkeley. We look forward to working with you.



Annie Burke

RAPID HEALTH IMPACT ASSESSMENT

Proposed Closure of Alta Bates Campus Berkeley, CA



Final Report

December 2018

BERKELEY IURD INSTITUTE OF URBAN AND REGIONAL DEVELOPMENT

Table of Contents

RAPID HEALTH IMPACT ASSESSMENT

Proposed Closure of Alta Bates Campus, Berkeley, CA

Authors:
Jason Corburn, PhD
Amanda Fukutome
Marisa Ruiz Asari
Jennifer Jarin
Vaughn Villaverde

Research Assistants:
Laura Atukunda
Riya Desai
Cindy Ochieng

Report design:
Marisa Ruiz Asari

Institute of Urban and Regional Development
University of California Berkeley
2018

Page

5 EXECUTIVE SUMMARY

8 INTRODUCTION
8 Proposed Closing of Sutter Alta Bates Campus, Berkeley, CA
9 Overview Of Potential Health Issues from an Urban Hospital Closing
11 What is Health Impact Assessment (HIA)?
12 Scope of this Rapid HIA (RHIA)
12 Key RHIA Focal Areas
13 Hypothesized Impact Pathways
17 Rapid HIA Methodology

18 OVERVIEW OF ALTA BATES HOSPITAL
19 Alta Bates Campus Patient Utilization
20 Emergency Department
20 Hospital Service Area

26 SUMMIT CAMPUS IMPACTS
26 Campus Utilization & Capacity to Absorb Alta Bates Campus Patients
28 Sutter Health Plans for Summit Campus expansion

30 IMPACT ON VULNERABLE POPULATIONS
31 Pregnant Women & Newborn Babies
32 People of Color
34 People with Disabilities
34 Uninsured & Publicly Insured Patients
35 The Aging and Elderly
36 Mental Health & Suicide Prevention
36 Homeless People
37 Adverse Impacts on Vulnerable Communities in the Alta Bates Hospital Service Area

42 IMPACTS ON UC BERKELEY STUDENT HEALTH CARE

46 IMPACT ON EMERGENCY SERVICES
47 Alta Bates Emergency Department (ED) Utilization
47 Analyses of Travel Times to Alta Bates vs Summit Campus Emergency Departments
50 Impacts on Ambulance Travel Times
53 Ambulance Diversion
53 Regional Emergency Department impacts

56 DISASTER EVENT IMPACTS
58 Potential Impact from Chevron Refinery Fire

60 ECONOMIC IMPACTS
61 Alta Bates Campus as an Economic Base Multiplier

63 APPENDIX

66 REFERENCES

Figures

Page

5 Figure 1. HIA Key Findings Overview
7 Figure 2: Likely Health Impacts from the Closing of Alta Bates Medical Center, Berkeley, CA
10 Figure 3. Alta Bates Closure key milestones time line
11 Figure 4. Health Impact Assessment process
12 Figure 5. Rapid Health Impact Assessment guiding research questions
14 Figure 6. Hypothesized Impacts from Alta Bates Campus birthing center closing
14 Figure 7. Hypothesized Impacts from Alta Bates Campus Emergency Department (ED) closing
15 Figure 8. Hypothesized Impacts of Alta Bates Campus ED closing on Emergency Medical Services
15 Figure 9. Hypothesized Impacts of a Regional Disaster on ED access without Alta Bates Campus
16 Figure 10. Hypothesized Impacts from Alta Bates Closing on Local & Regional Economy
17 Figure 11. Examples of inputs to Rapid HIA
19 Figure 12. Alta Bates Campus ED patient discharges (2016) from cities impacted by the DMC hospital closure
19 Figure 11. Alta Bates Campus utilization overview 2016
22 Figure 13. Increased Alta Bates Campus discharges from Contra Costa County & regional zip-codes
22 Figure 14. Alta Bates Campus Hospital Service Areas: RHIA & CHNA defined
24 Figure 15. ED Visits by Cause: Comparing the RHIA Defined Alta Bates Campus HSA to State and County Rates
31 Figure 16. Outcomes for largest birthing centers in Alameda & Contra Costa Counties, 2016
32 Figure 17. Number of live births across regional birthing centers 2016
33 Figure 18. Percent race/ethnicity in the HSA compared to county and state rates
34 Figure 19. Alta Bates Campus expected payer source 2016
37 Figure 20. Total Homeless patients at select East Bay hospitals 2016 - 2017[6]
38 Figure 21. Alta Bates Summit Medical Center CHNA Communities of Concern
40 Figure 22. High Health Care Need Communities in the RHIA defined HSA
41 Figure 23. Heart Disease ED visits per 10,000 residents for all ZIP Codes in the RHIA defined Alta Bates Campus HSA
41 Figure 24. Select ZIP Codes - Asthma and Diabetes ED visits per 10,000 residents
43 Figure 25. Student vs Alta Bates Campus mental health care utilization
48 Figure 26. Travel times to Alta Bates & Summit Campuses from ZIP Codes in the HSA
52 Figure 27. Emergency response time line
54 Figure 28. Additional ED visits/year hospitals can absorb before exceeding (ACEP) standard
55 Figure 29. Alta Bates & Summit ED utilization & American College of Emergency Physicians' recommended capacity
59 Figure 30. Emergency Department patient surge volume after Chevron refinery fire, Richmond, CA, 2012
62 Figure 31. How hospitals contribute to regional economies

Maps

Page

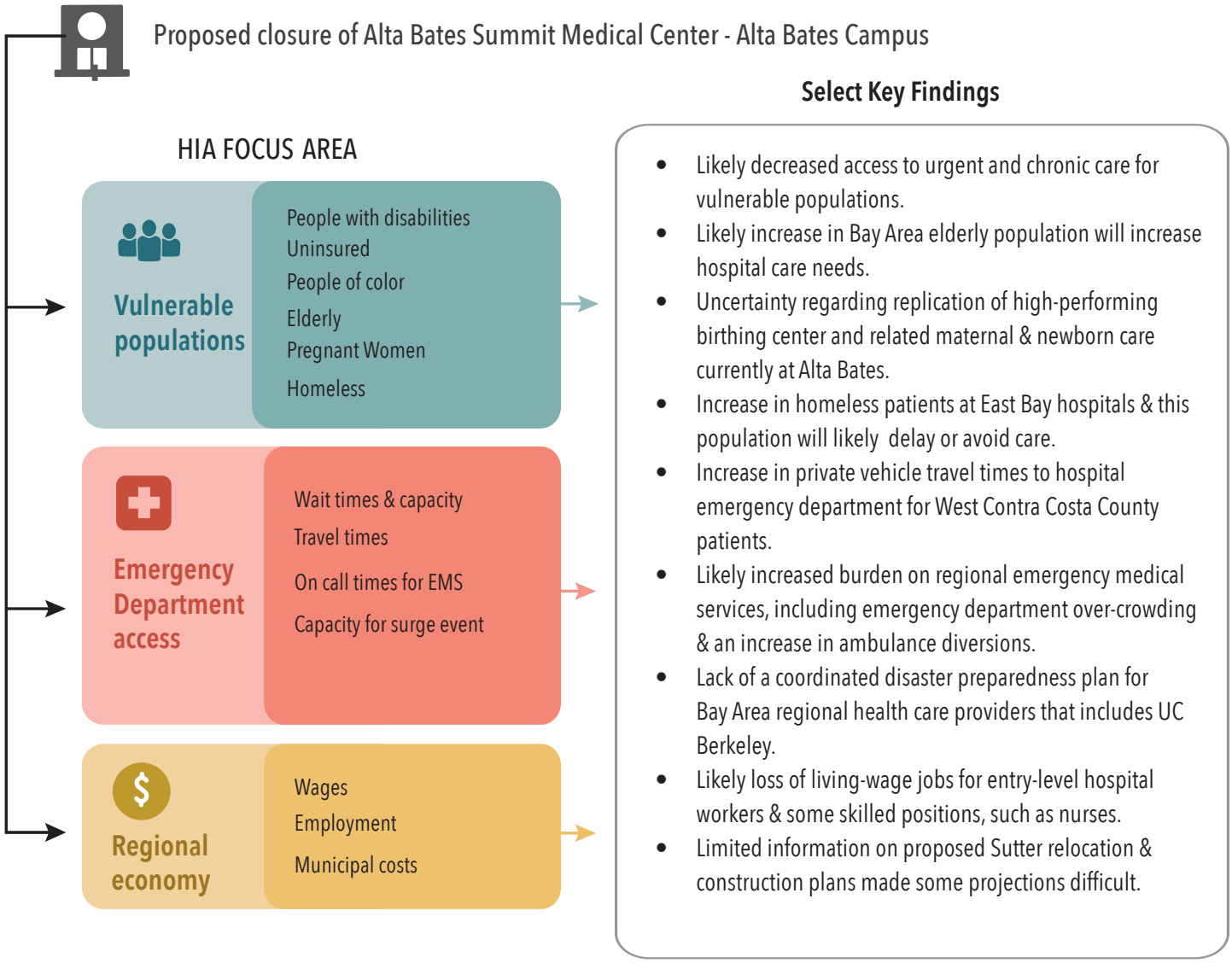
9 Map 1. Alta Bates Campus & Regional Hospital Network
18 Map 2. Alta Bates Campus and affected buildings
21 Map 3. Rapid Health Impact Assessment defined Hospital Service Area (HSA)
23 Map 4. Large volume increases in Alta Bates Campus ED discharges from West Contra Costa County 2013 - 2016
25 Map 5. Comparing RHIA & CHNA defined Hospital Service Areas
27 Map 6. Summit Campus and affected buildings
38 Map 7: 2016 CHNA defined service area CHVI scores
39 Map 8: Percent Uninsured across Census Tracts in the RHIA defined Service Area
39 Map 9: Percent of Families (with Children) in Poverty across Census Tracts in the RHIA defined Service Area
44 Map 10. Population density in ZIP Codes surrounding UC Berkeley, Alta Bates Campus, and Summit Campus
49 Map 11. Projected Heart Disease ED Visits & Travel Times to Summit Campus for ZIP Codes North of Alta Bates Campus
50 Map 12. Travel times to Alta Bates vs. Summit Campus at 5:30pm from select ZIP Codes in the Alta Bates HSA
57 Map 13. Surge event: Earthquake along the Hayward Fault



EXECUTIVE SUMMARY

Sutter Health has proposed to close Alta Bates Campus in Berkeley, California, by 2030. Alta Bates Hospital serves the City of Berkeley and the entire East Bay with **347 beds, 22 Emergency Department treatment stations, about 50,000 Emergency Department (ED) patients, and over 5,000 births in 2017. In 2016, the hospital billed almost $2 Billion in patient revenue.**[2-4] Sutter Health has determined that state-mandated earthquake safety upgrades would be too costly to keep the major functions of the hospital open. Sutter Health stated in 2016 that they plan to relocate most inpatient care and emergency services from the Alta Bates Campus site in Berkeley to an expanded Summit Medical Campus in Oakland approximately three miles from the Berkeley campus.

Figure 1. HIA Key Findings Overview



This **Rapid Health Impact Assessment (RHIA)** was commissioned by the City of Berkeley's, Alta Bates Regional Task Force and highlights some of the likely health impacts from the closure of Alta Bates hospital. More specifically, the Rapid HIA focuses on the health impacts to: (1) already vulnerable populations, such as the elderly, the uninsured, and people of color; (2) University of California, Berkeley, students; (3) emergency medical services, including travel times to the emergency room and regional emergency room capacity in the case of a disaster, and; (4) the local economy.

Alta Bates Campus has served as a regional community health asset since its founding in 1905 by nurse Alta Alice Miner Bates. Alta Bates has the greatest number of hospital-births out of all hospitals in the East Bay. Further, Sutter Health's own 2016 Community Health Needs Assessment (CHNA) report noted that the Alta Bates Summit Medical Center Service Area currently serves a large percentage of the region's vulnerable communities with high chronic health care needs.

Alta Bates Campus also has one of the highest volume emergency departments (ED) in the East Bay. The ED has experienced a sharp increase in patients from West Contra Costa County, many of whom were likely served by Doctors Medical Center (DMC) in San Pablo, which closed in 2015. **In 2017 the Alta Bates Campus ED was operating at about 6,000 visits above the capacity recommended by the American College of Emergency Physicians.**[4]

Research from across California and the United States has found that hospital closures in urban areas can displace patients, particularly those already vulnerable, from familiar and usual sources of care, and overburden the hospitals that remain open. More specifically, Emergency Department (ED) closures can adversely impact regional morbidity and mortality.

Overall, we found that the closing of Alta Bates Campus will have potentially significant adverse health impacts related to: birthing/obstetrics; ED care for the elderly, uninsured, homeless and people of color; private vehicle travel times for certain areas of the East Bay, particularly Western Contra Costa County; disaster response capacity, and; some UC Berkeley student health care needs. We also found that the closing of the Alta Bates campus will adversely impact employment for low-wage workers, reduce spending in the local economy and potentially reduce community-based health promotion investments.

A summary of the likely impacts appears in Figure 2. We describe the key impact, the likely magnitude of impact on a scale of 1-3 stars, with 3 being the greatest impact, and offer examples of key data for each impact.

This RHIA utilized a detailed review of the scientific literature, existing provider data, and interviews with select professionals to estimate likely impacts. However, the projected impact analyses and some conclusions were limited due to the fact that Sutter Health did not provide detailed relocation and re-construction plans for either the Summit or Alta Bates campuses. The findings here are based on available hospital and public health data. Despite these limits, we find that the closing of the Alta Bates hospital campus in Berkeley, CA, will likely have significant adverse public health impacts on populations along the corridor from Berkeley to San Pablo unless specific actions are taken to increase ER and inpatient care access for already vulnerable populations, increase existing hospital emergency department capacities and increase 24-hour urgent care facilities, especially those serving West Contra Costa County.

Figure 2: Likely Health Impacts from the Closing of Alta Bates Medical Center, Berkeley, CA
(Magnitude: 1 = less likely to 3 = highly likely)

Key Issue	Likely Health Impact	Magnitude of impact	Examples of Supportive Data
Birthing/ obstetrics	Reduced access to high quality prenatal, birthing & neonatal care	***	Over 5,000 births per year at Alta Bates - highest in the region Current birthing center has excellent maternal & infant outcomes
Elderly care	Delayed care, increased severity of disease & likely avoidable hospitalizations	*	Already high % Medicare serving facility; senior population increasing Hospital closures have resulted in delayed care & increased mortality for elderly
Uninsured & homeless	Delayed care, increased unnecessary hospitalizations, increased care costs & potential spread of infections	**	About 41% of patients in 2016 were Medi-Cal or uninsured 600% increase in homeless patients at Alta Bates between 2016 - 2017
People of color	Delayed care, increased unnecessary hospitalizations, increased care costs & some increase in unnecessary deaths	***	Over 63% of patients at Alta Bates were people of color (PoC) in 2016 West Contra Costa County has high % PoC utilizing Alta Bates & will experience greatest increased travel times to reach Summit campus
People with Disabilities	Accessibility barriers due to increased distance and unfamiliarity with relocated services	**	12% of the population in the HSA are living with a disability, of which at least 61% are racial/ethnic minorities
UC Berkeley Students	Loss of familiar ED & in-patient care; loss of some emergency mental health & suicide prevention	**	Estimated 4,000 UCB student visits to Alta Bates ED per year About 2 ambulance transfer per day from Tang Health Ctr. to Alta Bates Loss of familiarity & proximity of care may adversely impact students
Emergency Department	Increased crowding at EDs across the region, increasing wait times; Increase travel times to ED for some; Increased 'time-on-task' for many regional EMS providers.	***	Loss of 22 ED treatment stations at Alta Bates Increase private vehicle travel times to Summit hospital during PM peak rush hour, with some areas needing over 50 minutes to reach ED. Summit will need to double current ED capacity to accommodate all Alta Bates patients Berkeley EMS reports 10-12 min. increase in transport times to Summit compared to Alta Bates, which would add on average 2 extra hours of EMS 'time-on-task' per day if Alta Bates closes
Disaster preparedness	Loss of ED capacity to treat earthquake & fire victims, potential increase in avoidable deaths & hospitalizations; likely increased cost of long-term care.	***	Est. 900 people needing ED care in first days of HayWired scenario earthquake & 1,000-1,200 from a major fire at Chevron in Richmond w/out Alta Bates. Regional ED capacity in an emergency/disaster will be significantly compromised without Alta Bates Concentrating ED capacity in fewer locations may limit access during a disaster if roadway network to those facilities is compromised.
Economics	Local government EMS spending increase; low wage workers disproportionately lose jobs; Nurses may also be adversely impacted; local service economy suffers	*	Potential increased cost to local governments to provide additional EMS services due to longer time on task Potential loss of nurses out of region, increasing shortage of skilled practitioners Estimated loss of $20M to local economy from annual hospital contracting & services

INTRODUCTION

Proposed Closing of Sutter Alta Bates Campus, Berkeley, CA

Sutter Health announced in 2016 that it will close its Alta Bates Campus in Berkeley and consolidate its current inpatient and emergency services approximately three miles away at its Summit Campus in Oakland, CA. Sutter Health has stated that the closure of the Berkeley hospital campus is expected to occur gradually, with full closure occurring by 2030 (Sutter Health, 2018). Some services have already been relocated from Alta Bates Campus to Summit Campus, such as the cardiac catheterization lab, which began to close as early as 2010.

Alta Bates Campus was established in 1905 by a nurse named Alta Alice Miner Bates. In 1906 the facility became the emergency hospital for many in the East Bay, especially as hundreds of San Franciscans fled to Berkeley after the Earthquake and Fire of 1906. Between 1910 and 1912, the hospital built two wings and had about 40 beds. In 1928 a new hospital was opened on the same site with 112 beds. In 1985, the 1928 building was replaced with a 300 bed, three story structure, that exists today (Sutter Health, 2018).

Alta Bates Campus currently serves the City of Berkeley and the entire East Bay with 347 beds and 22 Emergency Department stations, generating approximately $1.89 billion in total patient revenue in 2016.[1,4] Alta Bates Campus is one of the only hospitals serving the East Bay corridor from approximately San Pablo in Contra Costa County to Berkeley in Alameda County (see regional hospital network Map 1). Without access to Alta Bates Campus, West Contra Costa County residents will likely rely on Kaiser-Richmond, which has limited capacity, and hospitals located 18-25 miles east, such as Contra Costa Regional Medical Center and John Muir Hospital (Alta Bates averages 9 miles from most West Contra Costa County origins).

In response to the announcement of the proposed closure of the Alta Bates Campus, the Mayor's Office of the City of Berkeley convened the Alta Bates Regional Task Force to explore ways to prevent this closure and keep Berkeley's only acute and emergency care hospital open. The Berkeley City Council voted in 2016 to work to keep the hospital open, and the Task Force is one venue where information and policy alternatives are being explored. The Task Force is comprised of officials from Alameda and Contra Costa Counties, and the cities of Alameda, Albany, Berkeley, El Cerrito, Emeryville, Oakland, San Pablo, and Richmond, California. The task force also includes stakeholders from labor unions, non-profit organizations, the University of California Berkeley, and members of the public. **The Task Force commissioned this Rapid Health Impact Assessment (RHIA) in the Spring of 2018, to better understand the potential impacts of the hospital closure on health care utilization and access to emergency medical services (EMS).**

Research on hospital closures suggests that the events can displace patients from usual sources of care and force them to access facilities that may lack their prior medical records. Emergency Department (ED) closures can adversely impact morbidity and mortality in a region. The closure of an ED can have a significant impact on a region as patients may have to travel farther to obtain care and the remaining EDs have to



KEY

- Alta Bates Campus
1. Kaiser Richmond
2. Doctor's Medical Center (Closed in 2015)
3. Children's Hospital
4. Summit Campus
5. Kaiser Oakland
6. Highland Hospital
7. Alameda Hospital
8. Contra Costa Medical Center
9. John Muir Concord
10. John Muir Walnut Cree
11. Kaiser Walnut Creek

Alta Bates Campus Hospital Service Area

Map 1. Alta Bates Campus & Regional Hospital Network

bear the extra patient volume, especially for patients experiencing time-sensitive illnesses requiring prompt intervention. EDs provide care not only for the critically ill, but also for those unable to access care by other means, and are seeing a rising trend in patient volume in both the US and California. Significant increases in ED volume create a strain on existing emergency care capacity and emergency medical service providers, and can adversely impact patient health outcomes.

Overview of Potential Health Issues from an Urban Hospital Closing

Research in the public health, medical and health care services literatures suggests that urban hospital closures can have adverse impacts on population health, access to care and patient outcomes. However, research also suggests that whether or not a hospital closure will adversely impact access and/or patient outcomes can

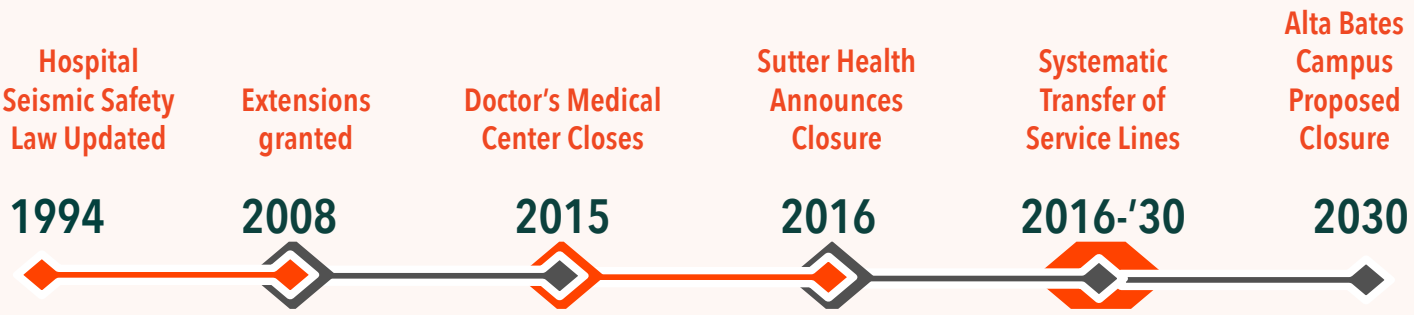


Figure 3. Alta Bates Closure key milestones time line

depend on a host of factors, such as if there are other high-performing institutions in close proximity, if these institutions are accessible to the poor, and if these same institutions can serve additional patients, particularly in the ED (Hsia & Shen 2011; Joynt et al., 2015; Liu et al., 2014). Urban hospital closures have seen an increase in both California and the US. Most recently and related to this trend, **Doctors Medical Center (DMC) in San Pablo, California, closed in April 2015. Since that time, as we will highlight in more detail below, residents living in Northwest Alameda County and West Contra Costa County have become increasingly reliant on the Alta Bates campus for emergency and inpatient care.**

Hospital closures can have a significant impact on emergency department (ED) access. A 2015 national survey by the American College of Emergency Physicians titled "Review of the Evidence on the Use of the Emergency Department by Medicaid Patients and the Evolving Role of Emergency Medicine Physicians," revealed that patients in crowded EDs have a greater likelihood of experiencing long wait times, leaving without being seen by a physician, feeling unsatisfied with their care, and having worse medical outcomes including delays in diagnosing myocardial infarction and increased mortality rates. Horwitz, et al., (2010) reported that only 67% of acutely ill ED patients were seen within the recommended times in the US. In 2009, Pines, et al., reported on the complication rate of patients with acute coronary syndrome (ACS) as a function of crowded versus non-crowded EDs, and found a significant increase in serious complications (approximately 6% vs. 3% incidence of death, cardiac arrest, heart failure, late myocardial infarction, arrhythmias, stroke, or hypotension) in those patients presenting during overcrowded EDs.

ED overcrowding may also reduce the quality of care and increases medical errors, as the emergency staff may have to continually focus on new patients. ED closure can also eliminate hospital capacity for accommodating critical incidents such as infectious disease epidemics and disasters, another issue we explore in more detail below.

The locations of urban hospital closures do not seem to be randomly patterned, as Sager (2013) and Ko et al. (2014) found that racially segregated communities and especially predominantly African-American neighborhoods are more likely to experience a hospital closing than predominantly white, Latino or Asian-American majority neighborhoods. Nationally, one in three urban African-Americans receive their primary and other care at a hospital while for whites this in about one in six.

A 2014 investigation by the Pittsburgh Post-Gazette/Milwaukee Journal Sentinel revealed that people in poor, urban neighborhoods are

less healthy than their more affluent neighbors, but more likely to live in areas with physician shortages and closed hospitals (Thomas, 2014).

A more detailed review of the medical literature is included in each section below, and suggests that urban hospital closings can have adverse impacts that disproportionately impact already vulnerable populations - such as the elderly, people of color, and the homeless - emergency department access, regional emergency management systems, and the local economy.

What is Health Impact Assessment (HIA)?

Health Impact Assessment (HIA) uses a combination of procedures, methods and tools to analyze the potential, and sometimes unintended, effects of a policy, plan, program or project on the health of a population and the distribution of those effects across population groups. HIA is a process that aims to create healthier communities by providing decision-makers with an understanding of the potential health impacts of a proposed project, and makes recommendations that could reduce adverse impacts. Importantly, HIA does not endorse or oppose a project or policy; rather, the purpose of conducting an HIA is to inform stakeholders and decision-makers about the population health implications of proposed actions, to identify and examine trade-offs, and to encourage the exploration of health promoting alternatives.

A Rapid or sometimes called a "desktop HIA", does not include the extensive community and stakeholder input of a typical HIA or original data collection, such as surveys. Instead, the **Rapid HIA (RHIA) utilizes existing data and limited stakeholder engagement to generate analyses that can inform ongoing policy debates and identify areas for additional study.** The key stages of the HIA process are highlighted in Figure 4, and this RHIA includes the first three major steps of screening, scoping and assessment. While there is no single best approach to HIA, each HIA process should reflect the needs of its particular context. This Rapid HIA aims to extend the knowledge and awareness for communities and decision-makers about select health equity issues raised by the proposed closing of Alta Bates hospital in Berkeley, California.

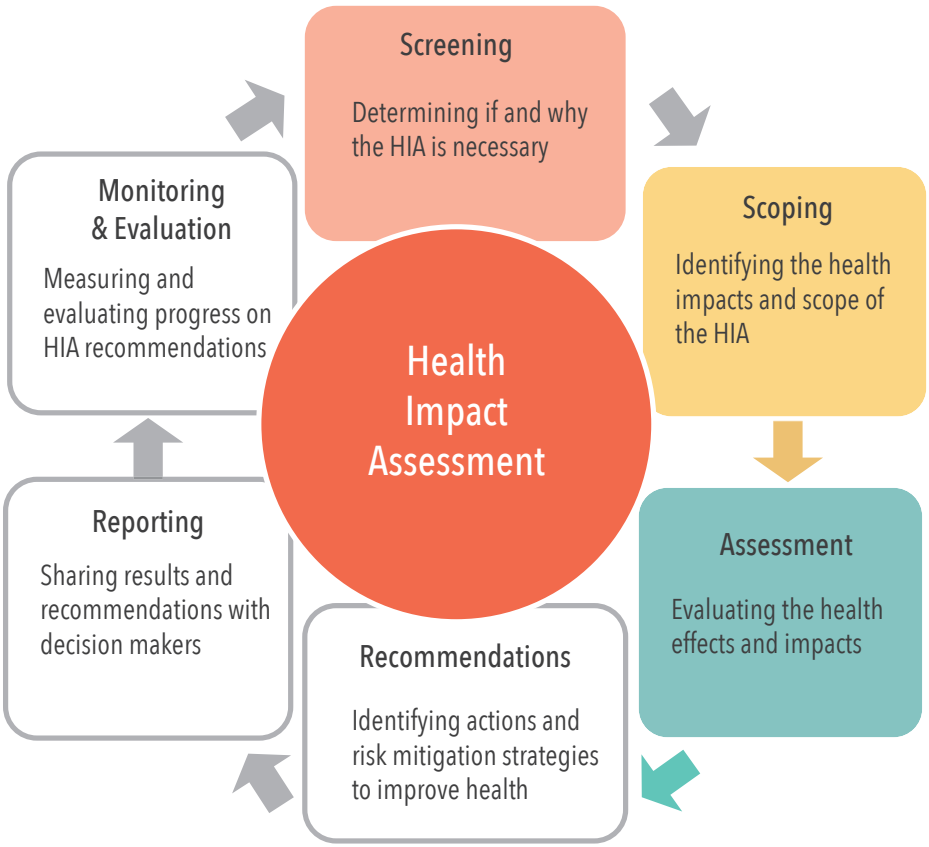


Figure 4. Health Impact Assessment process

*Figure adapted from Mecklenburg County

Scope of this Rapid HIA

On July 27, 2017, the City of Berkeley, California's Community Health Commission voted to authorize a scope of work for a Health Impact Assessment analyzing select impacts from the proposed closing of Alta Bates Campus. After reviewing this preliminary scope, a revised scope of work was developed by Professor Jason Corburn and University of California, Berkeley (UCB) researchers at the Institute of Urban and Regional Development (IURD), in consultation with the Health Commission and other City of Berkeley stakeholders. A Rapid HIA screening and scoping document was produced by UCB in December 2017. City of Berkeley staff commented on and suggested revisions to the initial draft scope of work (SOW). A final SOW was developed by Professor Corburn based on feedback and a preliminary review of availability data.

Since a detailed closing plan, including specific time frames and services, was not provided by Sutter Health, this RHIA was not able to offer detailed analyses of potential impacts from the removal and/or relocation of inpatient services. The RHIA analyses are based on the best and most up-to-date information we were able to obtain from Sutter Health on the closing and relocation of services from Sutter's website and the Sutter Vision for 2030: https://rebuild.altabatessummit.org.

Key RHIA Focal Areas

Based on consultation with the Alta Bates Regional Task Force and key stakeholders, we refined this RHIA to focus on the following areas:

1. Impacts on vulnerable populations, including but not limited to low-income, under and uninsured populations, people of color, elderly, pregnant women, and those with

Rapid HIA research questions:

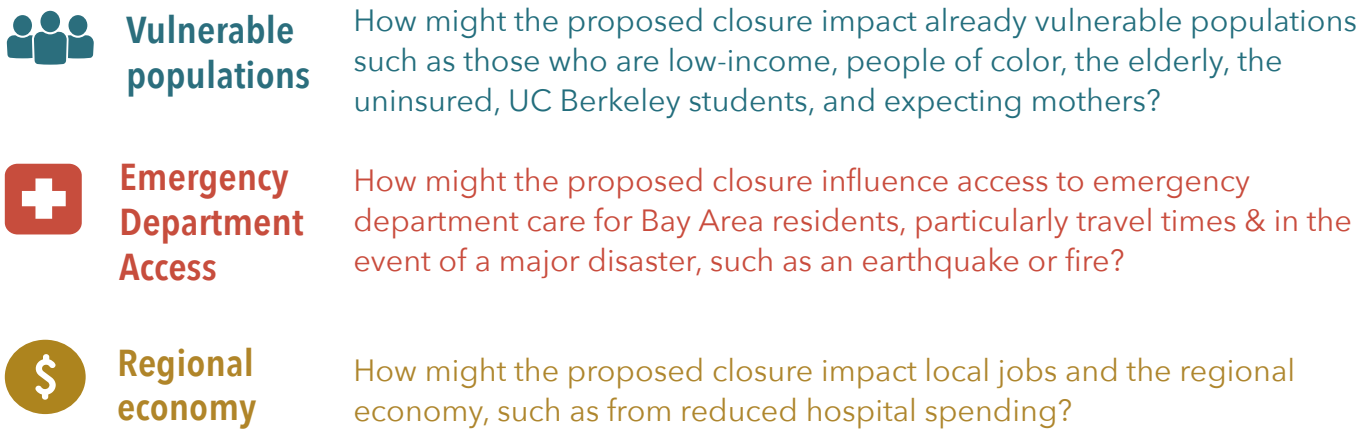


Figure 5. Rapid Health Impact Assessment guiding research questions

limited transportation options;
2. Impacts on health care and emergency department services for University of California, Berkeley students;
3. Impacts on Emergency Department access and regional ED capacity;
4. Impacts on Emergency Medical Services (EMS), specifically to paramedic 'time-on-task;'
5. Impacts on regional hospitals' disaster response ED capacity, particularly in the case of an earthquake and fire, and;
6. Impacts on local employment and the regional economy.

Hypothesized Impact Pathways

Based on the six agreed upon focal areas described above and the three key RHIA research questions (Figure 5), the research team performed a preliminary review of the scientific literature on hospital closures, ED closures in urban areas and previous studies of the impacts of hospital closures, specifically the report on the closure of Doctors Medical Center. The authors of this RHIA **hypothesize at least five potential pathways between the closure of Alta Bates Campus and population health outcomes,** informed by a preliminary research review. These hypothetical scenarios are highlighted in the Figures 6-10 and described below. **In each pathway diagram, a up arrow indicates a likely increase while a down arrow indicates a likely decrease.** The hypothetical scenarios helped to further refine our review of the literature and data analysis. The hypothesized pathways of potential impacts from the closing of Alta Bates hospital included:

Scenario A: Birthing center closes (Figure 6)
In this scenario, we hypothesized that the Alta Bates Campus birthing center & related prenatal and postpartum care, including the NICU, close and there is some replication of these exact services in any one location in the region.

Scenario B: Emergency Department closes (Figure 7)
In this scenario, the Alta Bates Campus ED closes and some additional capacity is provided for at Summit in Oakland.

Scenario C: ED closes & regional ED patients increase (Figure 8)
In this scenario, we hypothesized the Alta Bates Campus ED closes & the remaining open hospitals in the region experience increased ED patients.

Scenario D: Disaster & ED access (Figure 9)
In this scenario, we hypothesized potential impacts to ED access during a disaster in the absence of Alta Bates Campus.

Scenario E: Economic Impacts (Figure 10)
In this scenario, we hypothesized potential economic impacts to jobs and the local economy from the closure of Alta Bates Campus.

Figure 6. Hypothesized Impacts from Alta Bates Campus birthing center closing

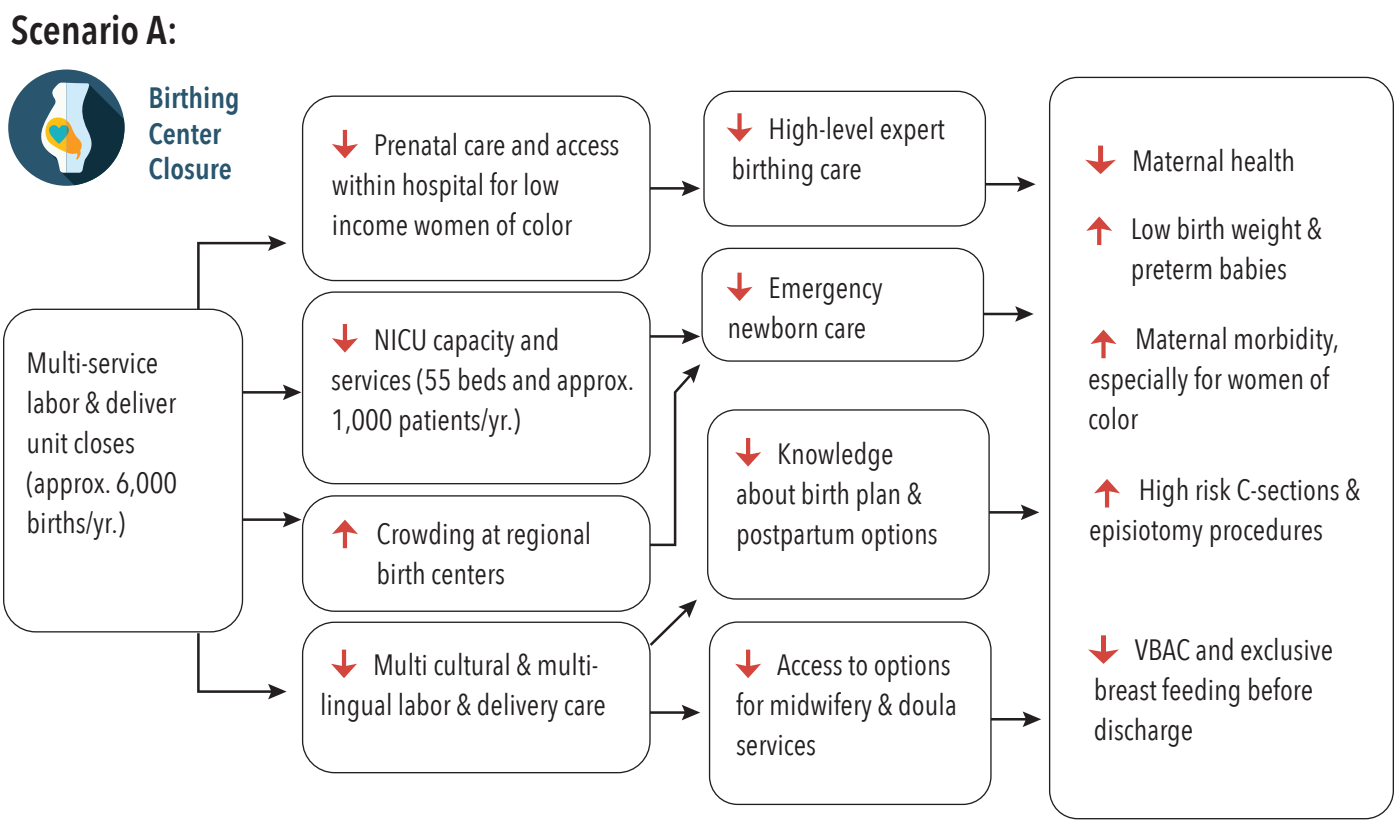


Figure 7. Hypothesized Impacts from Alta Bates Campus Emergency Department (ED) closing

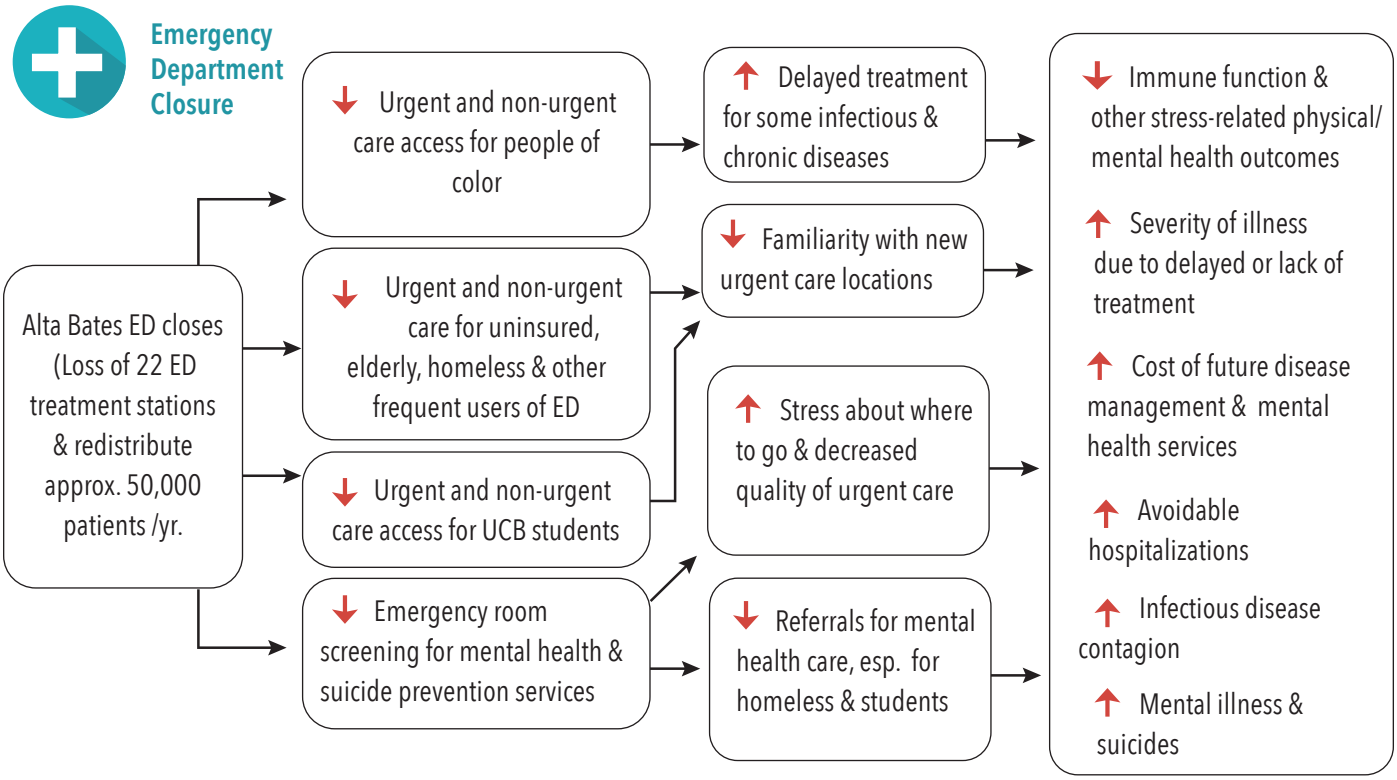


Figure 8. Hypothesized Impacts of Alta Bates Campus ED closing on Emergency Medical Services

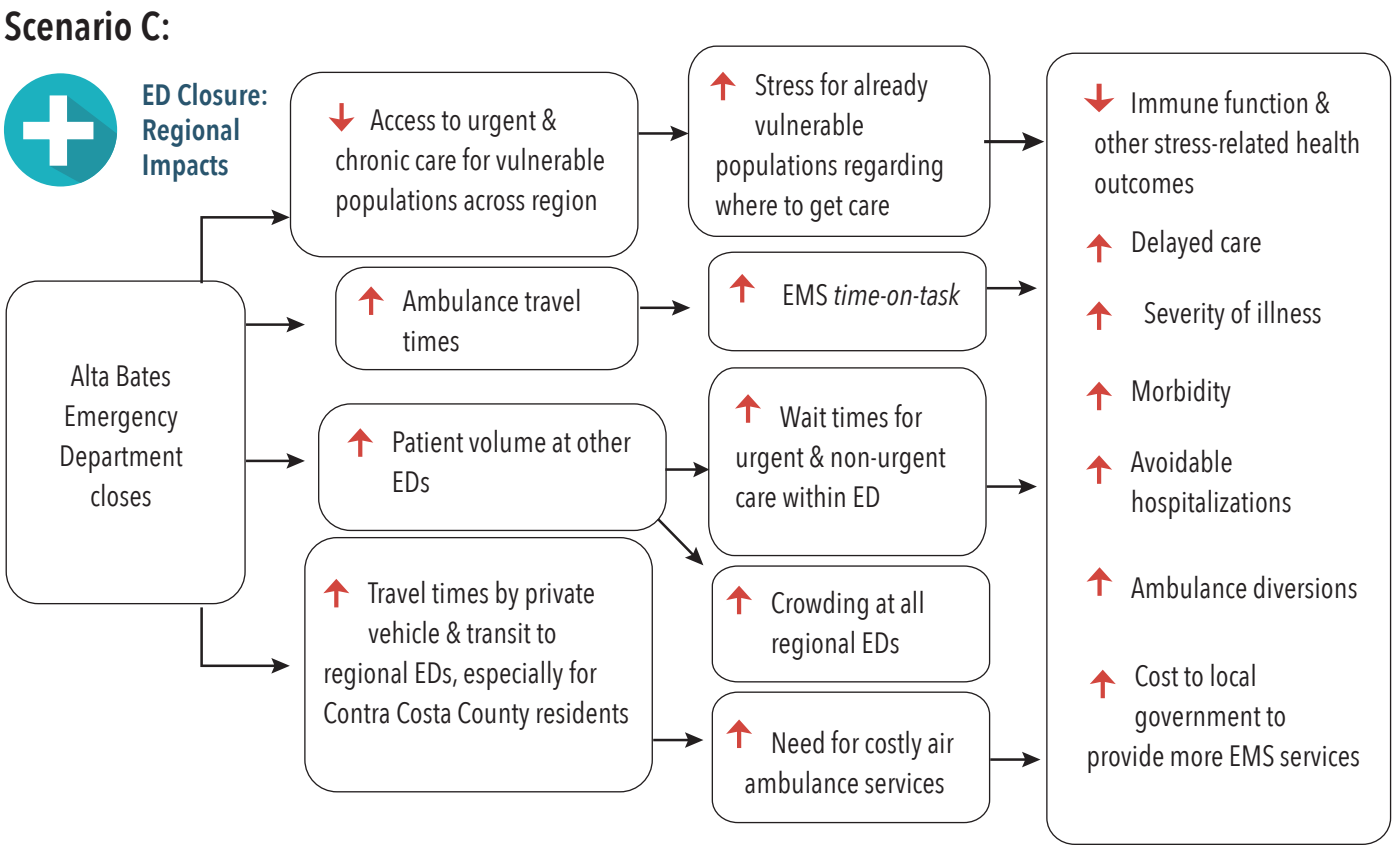


Figure 9. Hypothesized Impacts of a Regional Disaster on ED access without Alta Bates Campus

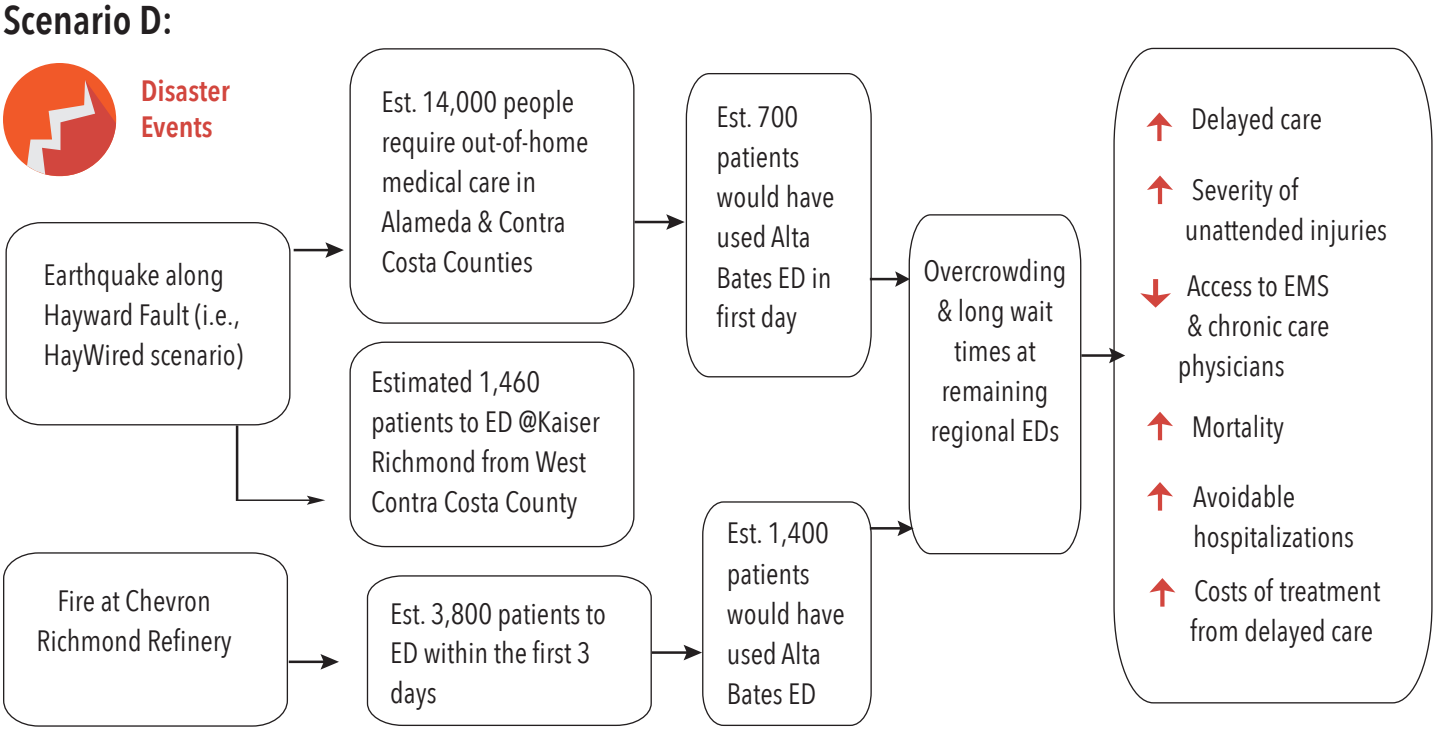
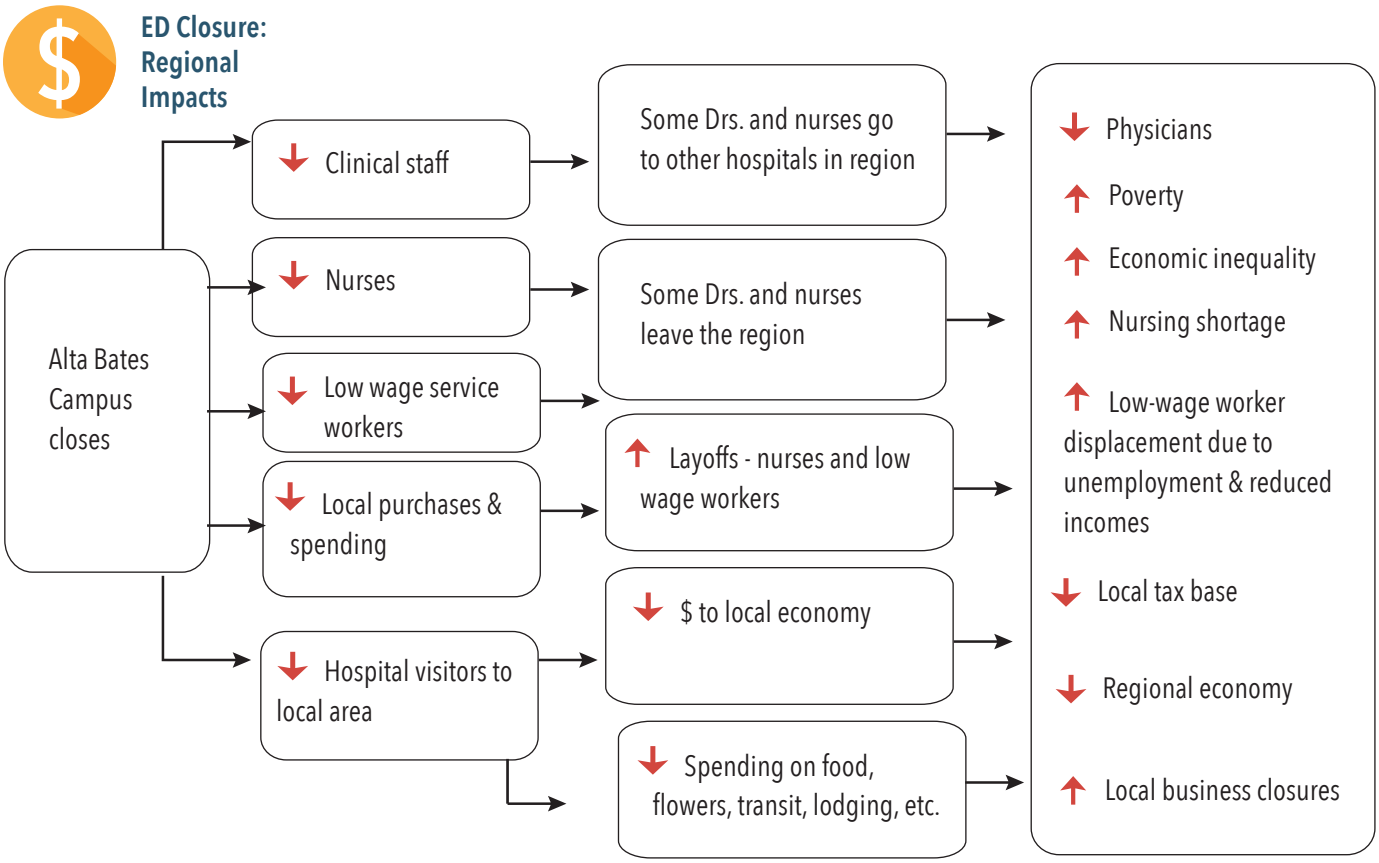


Figure 10. Hypothesized Impacts from Alta Bates Closing on Local & Regional Economy

Scenario E:



Rapid HIA Methodology

A mixed set of methods were used to complete this RHIA. As mentioned above, a detailed review of the scientific literature related to hospital closing was conduced to develop the hypothesized pathway diagrams and support data collection. We analyzed hospital and patient data using the California Office of Statewide Health Planning and Development (OSHPD). The RHIA also includes detailed reviews of reports by local hospital systems, emergency medical providers, and county health departments, which helped us obtain existing utilization information. Key findings from existing reports and analyses were summarized and incorporated into our analyses.

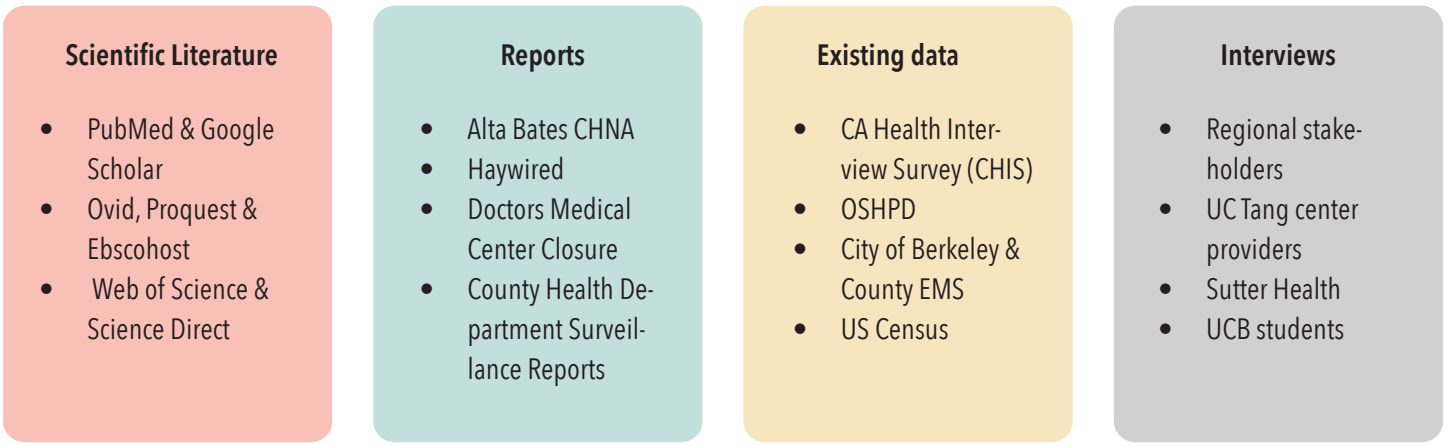
Data for multiple years and for multiple hospitals in the region, including Alta Bates Campus, were obtained from OSHPD. OSHPD conducts an annual, standardized survey required of all hospitals and health services in the state. Each facility is required to report data on patient capacity, inpatient utilization, ED utilization, and expenditures. We generated summary statistics on hospital and patient utilization for Alta Bates and Summit Campuses, as well as select hospitals in the East Bay region. Where possible, we utilized data from 2017, and otherwise reference complete OSHPD datasets from 2016. Five year estimates from the 2016 US Census, American Community Survey data were gathered to define ZIP Code populations and other community-scale demographics in the region.

Previously published health outcome data from the Alameda and Contra Costa County Health Departments were summarized by ZIP Code. In addition, ZIP Code level hospitalization data (2011) was accessed through the Sutter Health "Health Needs Maps" website (http://www.healthneedsmap.com). All these data are publicly available and as such this assessment was exempt from review by the human subjects' protection office of the University of California, Berkeley.

Meetings with Sutter Health, City of Berkeley and UC Berkeley's Tang Health Care providers also informed the analyses and provided qualitative data. A list of interviewees & reviewers of a first draft of this report appears in the appendix.

A summary of the inputs used appear in Figure 11. A full list of references appears at the end of this document.

Figure 11. Examples of inputs to Rapid HIA

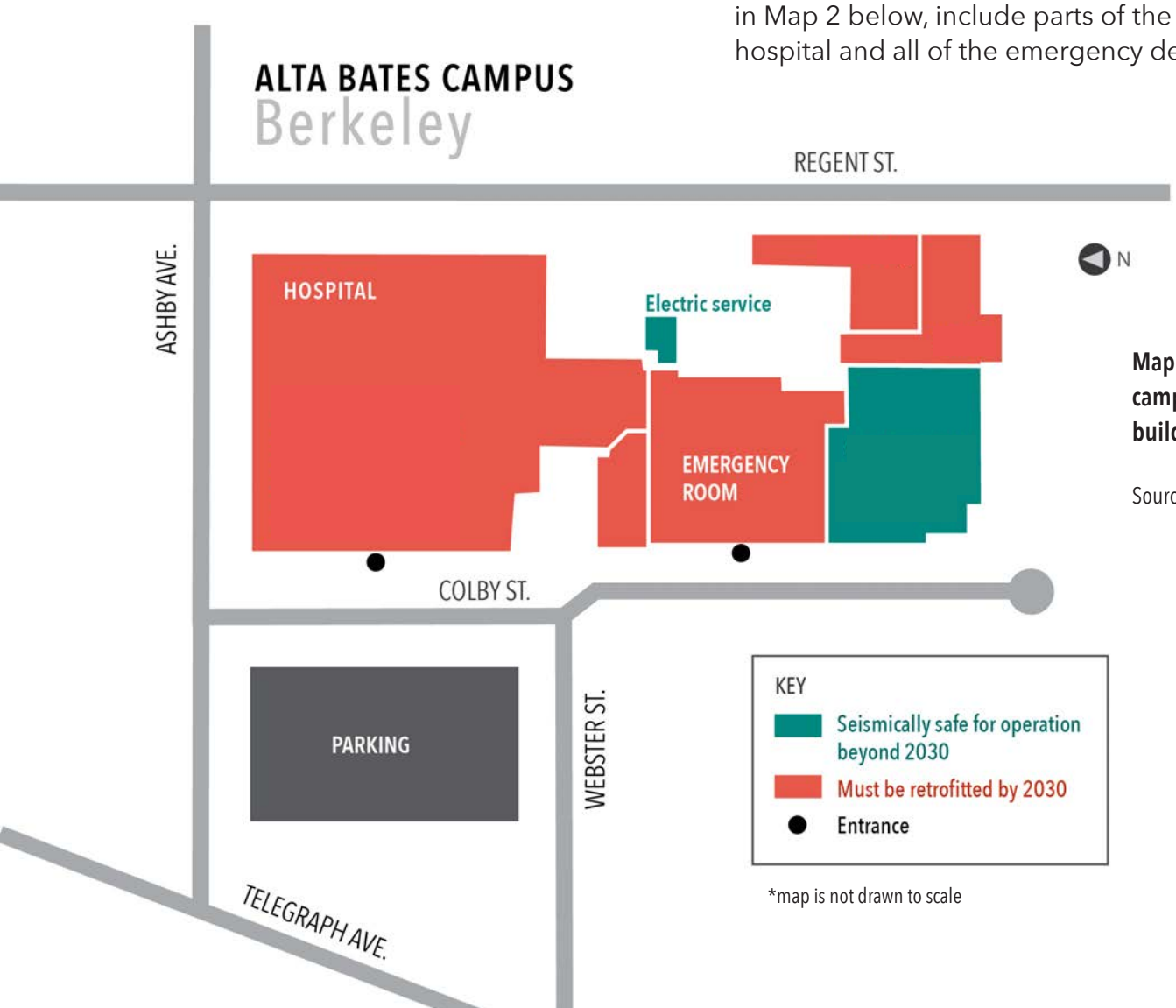


OVERVIEW OF ALTA BATES

Alta Bates Campus is one of the most utilized hospitals and birthing centers in Alameda and Contra Costa Counties, with a total of 66,268 patients in 2016. The hospital service area, in which 75% of patients reside, encompasses 9 cities across the East Bay. The hospital has recently seen a large increase in patients from West Contra Costa County after the closure of Doctor's Medical Center in 2015.

The Alta Bates campus of Alta Bates Summit Medical Center is a 347-bed acute care hospital, located in the city of Berkeley, in North Alameda County, California. Alta Bates was purchased by Sutter Health Corporation and integrated with Summit Medical Center in Oakland and Herrick Hospital in Berkeley to form Alta Bates Medical Center in the year 2000. Aside from providing emergency, acute and specialty care services, Alta Bates campus is also a major regional birthing center.

The Alta Bates Campus currently has 5 buildings that are out of compliance with the Hospital Seismic Safety Law, and must be retrofitted by 2030 or stop providing all inpatient and emergency services.[10] These buildings, depicted in Map 2 below, include parts of the general hospital and all of the emergency department.



Map 2. Alta Bates campus and affected buildings

Source: OSHPD, 2018

347 beds 3rd largest general acute care facility in the region

66,268 patient discharges, 2nd highest of non-Kaiser hospitals in Alameda County 2016

16,494 discharges from Contra Costa County in 2016 - 31% increase since 2013

45,900 ER visits in 2016 - 7% increase since 2013

61% of ER visits were **Medi-Cal and Medicare** in 2016

7% of ER visits were **uninsured** patients in 2016

5,863 live births in 2016 - highest in the region

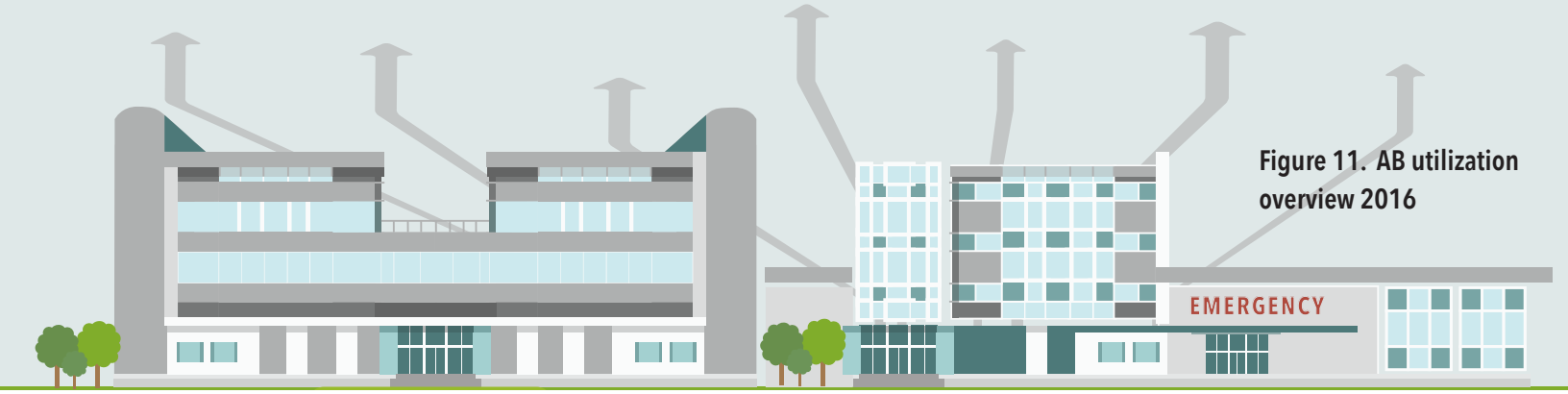


Figure 11. AB utilization overview 2016

We detail Sutter's response to the seismic upgrade on page 28 below.

Alta Bates Patient Utilization

Alta Bates Campus is one of the most utilized hospitals in Alameda County, and is the 3rd largest general acute facility in the region. Of its 347 beds, the facility currently has 146 general acute beds, 16 in intensive care, 116 perinatal, 55 in intensive newborn nursery, and 14 coronary care beds.[4]

In 2016, Alta Bates Campus discharged 66,268 patients, more than any other non-Kaiser hospital in Alameda County except Highland Hospital at 81,500. Of the 66,268 patients that were seen at Alta Bates Berkeley, 19,887 were hospitalized, including 5,930 patients admitted from the emergency department. **Of the 19,887 hospitalized patients, 30% were admitted for a birth-related diagnosis and 33% were admitted with a pregnancy-related diagnosis, for a total of 63% of all hospitalized patients.** In 2016, Alta Bates Berkeley delivered 5,863 babies, more than any hospital in Contra Costa County or Alameda County, making it the region's largest birthing center. After birthing and pregnancy patients, the third highest patient diagnosis was infection-related, which made up only 6% of hospital admissions.[8]

Alta Bates also operates an ambulatory surgery center, which conducted 6,975 surgeries and medical procedures in 2016. The most common principal diagnoses from the ambulatory surgery center were: eye disorders (22%), other reasons

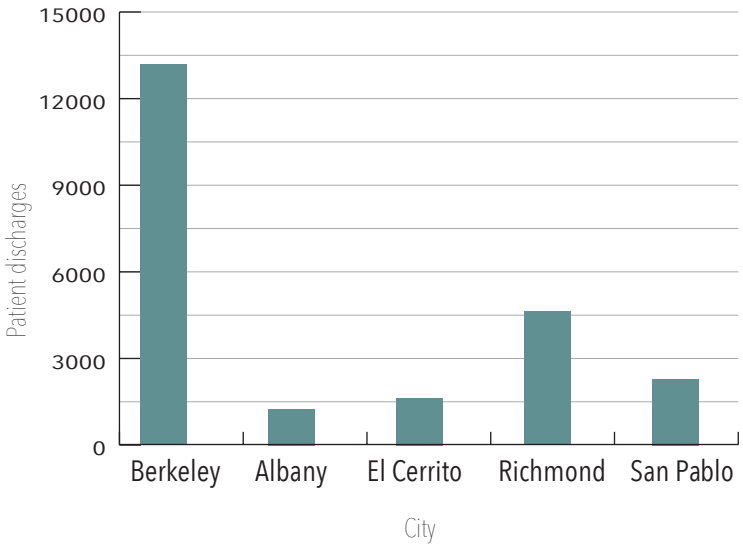


Figure 12. Alta Bates Campus ED patient discharges (2016) from cities impacted by the DMC hospital closure

Source: OSHPD, 2016

(15%), digestive system (14%), cancer (12%), and genitourinary system (11%). Of the 6,699 surgeries that were performed at the ambulatory surgery center in 2016, 60% were related to either eye and ocular surgeries (25%) or digestive surgeries (35%).[8]

Emergency Department

The Alta Bates Campus has one of the largest emergency department (ED) patient volumes in the region, operating over capacity by approximately 6,000 visits per year in 2017. That year the ED had 22 emergency treatment stations, down 3 stations from 2016.[3,4]

In 2017 Alta Bates Campus documented 50,414 emergency department visits, an additional 4,524 visits than 2016, despite having three less treatment stations. 63% of emergency department visits not resulting in admission were classified as severe, with 27% being life-threateningly severe and 36% being non-life-threateningly severe. Of the remaining visits, 27% classified as moderate, 9% were classified as low/moderate, and 1% were classified as minor.[4] Based on our review of the literature **it is unlikely that the 'severe' visits – comprising over 60% of total visits – could be treated in an urgent care facility or primary care setting.**

Given the high volume of ED patient traffic, Alta Bates Campus reported 57 hours of ambulance diversion in 2016, and 13 in 2017.[3,4] During these hours the hospital closed its ED to incoming ambulances, resulting in those ambulances being diverted to other hospitals. High ambulance diversion rates can be an indicator of ED overcrowding, and is associated with poorer health outcomes for patients as well as lost revenue for hospitals. A more detailed discussion on ED access and impact of an Alta Bates Campus closure on the regional emergency medical services network can be found in the section below on EMS.

Hospital Service Area

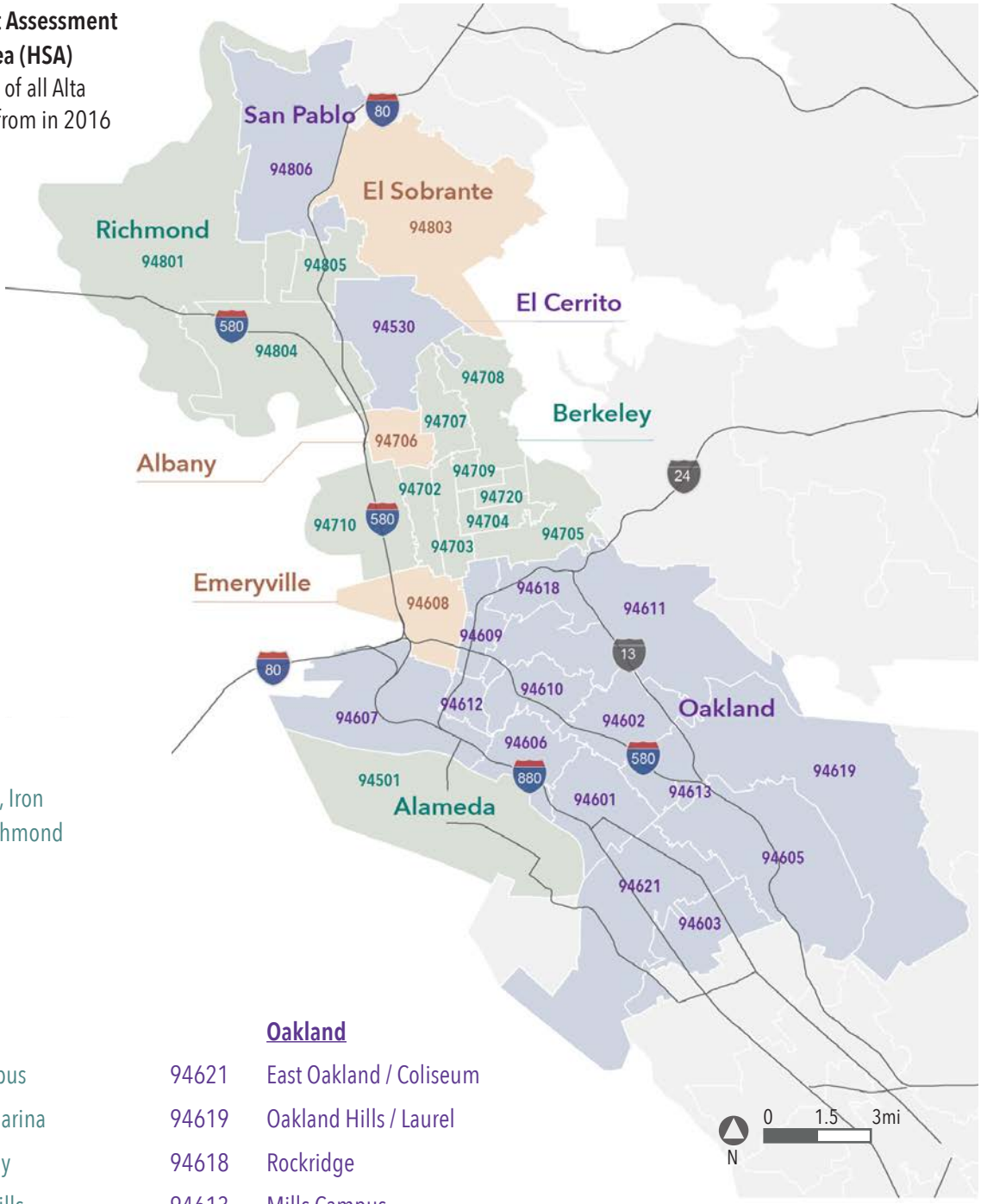
For this RHIA, we calculated the Alta Bates Campus hospital service area (HSA) using the latest available OSHPD (2016) patient origin data. This HSA best reflects the geographic area from which patients are coming from to receive care at Alta Bates Campus. As we describe below, the RHIA defined HSA is slightly larger than the area Sutter Health defines as the HSA for Alta Bates Summit Medical Center (which includes Alta Bates, Summit, and Herrick campuses) in their 2016 Community Health Needs Assessment (CHNA) report, since we aimed to capture the recent increase in patients coming from West Contra Costa County.

Using all 2016 inpatient and ED origin data, this RHIA defines the Alta Bates campus HSA to include the 32 ZIP Codes in the region where approximately 75% of patients lived. **The HSA spans across 9 cities in Alameda and Contra Costa Counties: Oakland, Alameda, Emeryville, Berkeley, Albany, El Cerrito, Richmond, San Pablo, and El Sobrante (Map 3). While 75% of patients in 2016 came from these 32 ZIP Codes, 66% of all patients that year came from Alameda County, and 25% from Contra Costa County, for a total of 91% of all patients.**[6]

According to the US Census, the RHIA HSA includes 839,299 residents, 44% of which are people of color and 18% of which lived below the poverty line in 2016 (ACS 2012-2016). Roughly 18% of the population in the service area are African American and 25% are Hispanic/Latinx. In the HSA **25% of the population receives Medicaid coverage and 11% are uninsured.** Since people with Medicaid and the uninsured may utilize a hospital for primary care more than those with other health insurance, there are approximately 301,146 people in the HSA that

Map 3. Rapid Health Impact Assessment defined Hospital Service Area (HSA)
32 ZIP Codes from which 75% of all Alta Bates Campus patients came from in 2016

Source: OSHPD POMS, 2016



ZIP Code	Community
94806	San Pablo
94803	El Sobrante
	Richmond
94805	East Richmond
94804	South Richmond
94801	Richmond - North, Iron Triangle, Point Richmond
94530	El Cerrito
94706	Albany
	Berkeley
94720	UC Berkeley Campus
94710	West Berkeley / Marina
94709	Northside Berkeley
94708	Tilden/Berkeley Hills
94707	North Berkeley / Kensington
94705	Claremont / Elmwood
94704	Berkeley Downtown / South of Campus
94703	Northwest Berkeley
94702	Northwest Berkeley
94608	Emeryville
	Oakland
94621	East Oakland / Coliseum
94619	Oakland Hills / Laurel
94618	Rockridge
94613	Mills Campus
94612	Downtown Oakland
94611	Piedmont / Oakland Montclair
94610	Oakland Grand Lake / Lakeshore
94609	Oakland MLK
94607	West Oakland / Jack London
94606	Oakand / Cleveland Heights
94605	Oakand Hills / Eastmont
94603	East Oakland / Brookefield
94602	Oakland / Glenview
94601	East Oakland / Fruitvale
94501	Alameda

RHIA defined Alta Bates Campus hospital service area

839,299 residents

32 ZIP codes

18% of population below 100% of the federal poverty level

44% People of Color

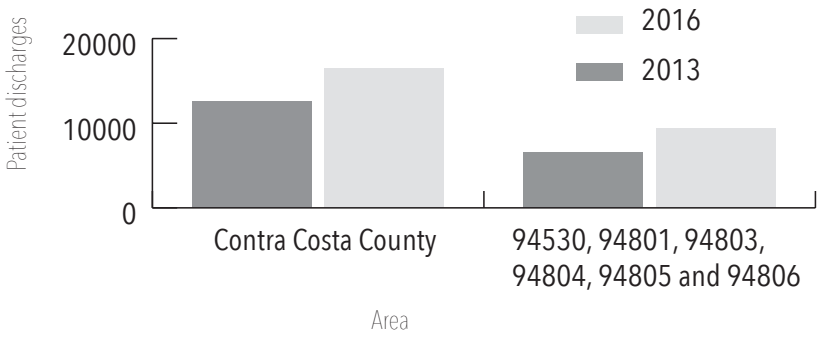
36% of population below 200% of the federal poverty level

may seek non-urgent care at Alta Bates Campus.

Health outcome data also suggests that residents in the Alta Bates Campus HSA experience health inequities and disproportionate rates of illness and injury including asthma, diabetes, assault, unintentional injury, and substance abuse compared to the State of California and both Alameda and Contra Costa Counties (Figure 15) (Sutter Health, 2013).

According to Sutter Health's 2016 Community Health Needs Assessment (CHNA) report, the HSA defined for all three campuses (Alta Bates, Herrick, and Summit) included 24 ZIP codes in Oakland, Berkeley, and Emeryville, what they call their "core market." **Approximately 20% of this population lives below the poverty line and about 59% are People of Color.** We highlight the differences in the Sutter CHNA defined service area and the RHIA defined service area in Figure 14 and Map 5. Rather than include patients from all three campuses in the Alta Bates Summit Medical Center, the RHIA defines the HSA solely for the Alta Bates Campus, in order to identify specific needs of the Alta Bates Campus patient population and evaluate impacts of the proposed campus closure.

Figure 13. Increased Alta Bates discharges from Contra Costa County & regional zip-codes



Source: OSHPD, 2013 & 2016

Figure 14. Alta Bates Hospital Service Areas: RHIA & CHNA defined

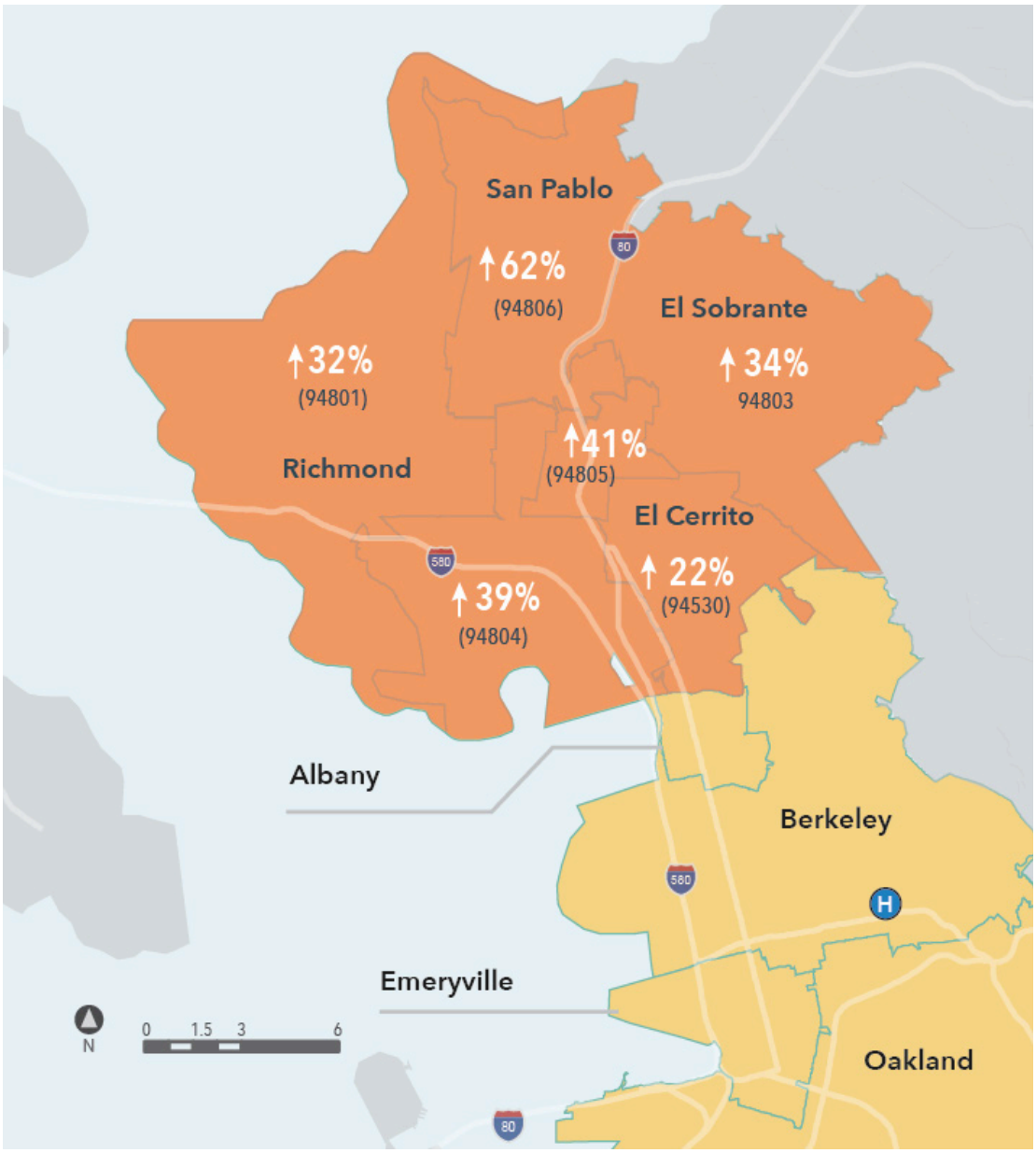
Source: ACS 2012-2016 estimates

	RHIA defined service area	CHNA defined service area
Population	839,299	557,296
Number of Cities	9	3
Number of Zip Codes	32	24

We determined that the larger number of residents from West Contra Costa County utilizing Alta Bates Campus in recent years demanded that we expand the HSA to include these communities in our analyses (Figure 13). The increase in patients from West Contra Costa County can be partly attributed to the closure of Doctor's Medical Center (DMC) in the city of San Pablo, California in 2015. **Of the 66,268 patients that visited Alta Bates Campus in 2016, approximately 18% were from 6 zip codes in Richmond, San Pablo, El Cerrito, and El Sobrante** (94530, 94801, 94803, 94804, 94805 and 94806) located in West Contra Costa County (Map 4). From 2013 through 2016, there was a 24% increase in patients visiting Alta Bates Campus from Contra Costa County and a **39% increase in patients visiting Alta Bates Campus from the six zip codes above.**[5,6]

Since these communities are in close proximity to Kaiser Richmond (which has limited ED capacity and primarily serves Kaiser members) **the closure of Alta Bates Campus is likely to**

Map 4. Large volume increases in Alta Bates ED discharges from West Contra Costa County 2013 - 2016
Source: OSHPD, 2013 & 2016



have a significant adverse impact on access to ED and hospital care for residents of West Contra Costa County. These same communities are also some of the most vulnerable in terms of having the largest African-American populations, having preexisting health conditions and being uninsured.

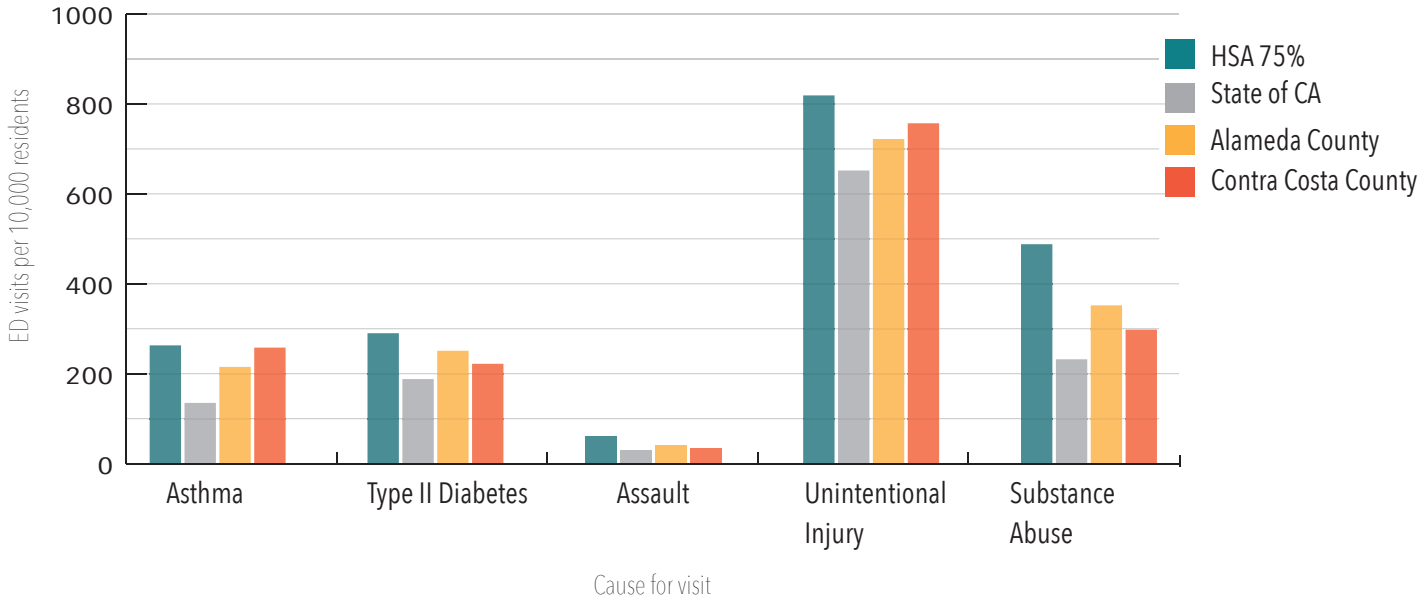
For example, according to Contra Costa Health Services 2010 Community Health Indicators Report:

- African Americans in Contra Costa had a shorter life expectancy (73 years) than any other racial/ethnic group in the county.
- African Americans also experienced higher rates of new cases of colorectal, lung and prostate cancer, new cases of HIV and AIDS, hospitalization for non-fatal assault and self-inflicted injuries, low birth weight infants and teen births, and a higher percent overweight and obese fifth-graders.
- The communities of Richmond and San Pablo had the highest health risks and death rates (particularly for African American men) from heart disease, all cancers, diabetes, stroke and homicides.
- African Americans in Richmond had 254 asthma hospitalizations and ED visits per 10,000 people, compared to 105 for all racial/ethnic groups.
- The rates of sexually transmitted infections and people living with HIV/AIDS are significantly higher in Richmond than in Contra Costa County.
- A larger percentage of Hispanic students in Richmond high schools reported contemplating suicide than other students, according to the 2011 California Healthy Kids Survey, Grades 9-11.

The RHIA addresses potential impacts of the proposed hospital closure on vulnerable populations served by Alta Bates on page 30 of this report.

Figure 15. ED Visits by Cause: Comparing the RHIA defined Alta Bates Campus HSA to State and County Rates

Source: Sutter Health Needs Maps, 2013





Map 5. Comparing RHIA & CHNA defined Hospital Service Areas

2016 CHNA defined Alta Bates Summit Medical Center HSA

RHIA defined Alta Bates Campus HSA

Alta Bates Campus

Source: OSHPD POMS, 2016 & Alta Bates Summit Medical Center CHNA, 2016

SUMMIT CAMPUS IMPACTS

Campus Utilization & Capacity to Absorb Alta Bates Patients

The Summit Campus includes an emergency room and hospital with 403 licensed beds in 2017. Sutter has indicated that all inpatient and emergency care capacity at Alta Bates Campus will be relocated to the Summit Campus by 2030. However key details about the expansion as well as the capacity for the Summit Campus to absorb an additional 40,000 ED patients remains in question.

The Summit Campus hospital on Hawthorne Avenue in Oakland includes an emergency department (ED) and a new patient pavilion that was renovated in 2014. Despite the recent renovation and a current emergency department expansion underway, **9 buildings at the Summit Campus do not currently meet seismic standards, and must be retrofitted or stop all inpatient and ED services by 2030** (Map 6).[10]

In 2017, Summit Campus saw a total of 60,038 patients, both hospitalized and from the ED. 47,117 patients were seen in the ED, of which 25% were admitted to the same hospital. In 2017, **Summit had 25 ED treatment stations, down from 32 stations the year prior.**[4]

Of the approximate 47,000 ED patients in 2017 (including those later admitted to the hospital), 35% were classified as severe and life threatening, 33% were classified as severe but not life threatening, 25% were moderate, 6% were low/moderate, and 1% was minor.[4]

Since the closure of the Alta Bates Campus catheterization lab, the Summit campus has become the central heart attack and ST-Elevation Myocardial Infarction (STEMI) patient receiving location. The hospital performed 345 cardiovascular surgery operations in 2016, and saw 2,531 cardiac catheterization patients (1,106 diagnostic 1,425 therapeutic), which resulted in 3,426 catheterization procedures in total.[8]



Summit Campus at a glance in 2017

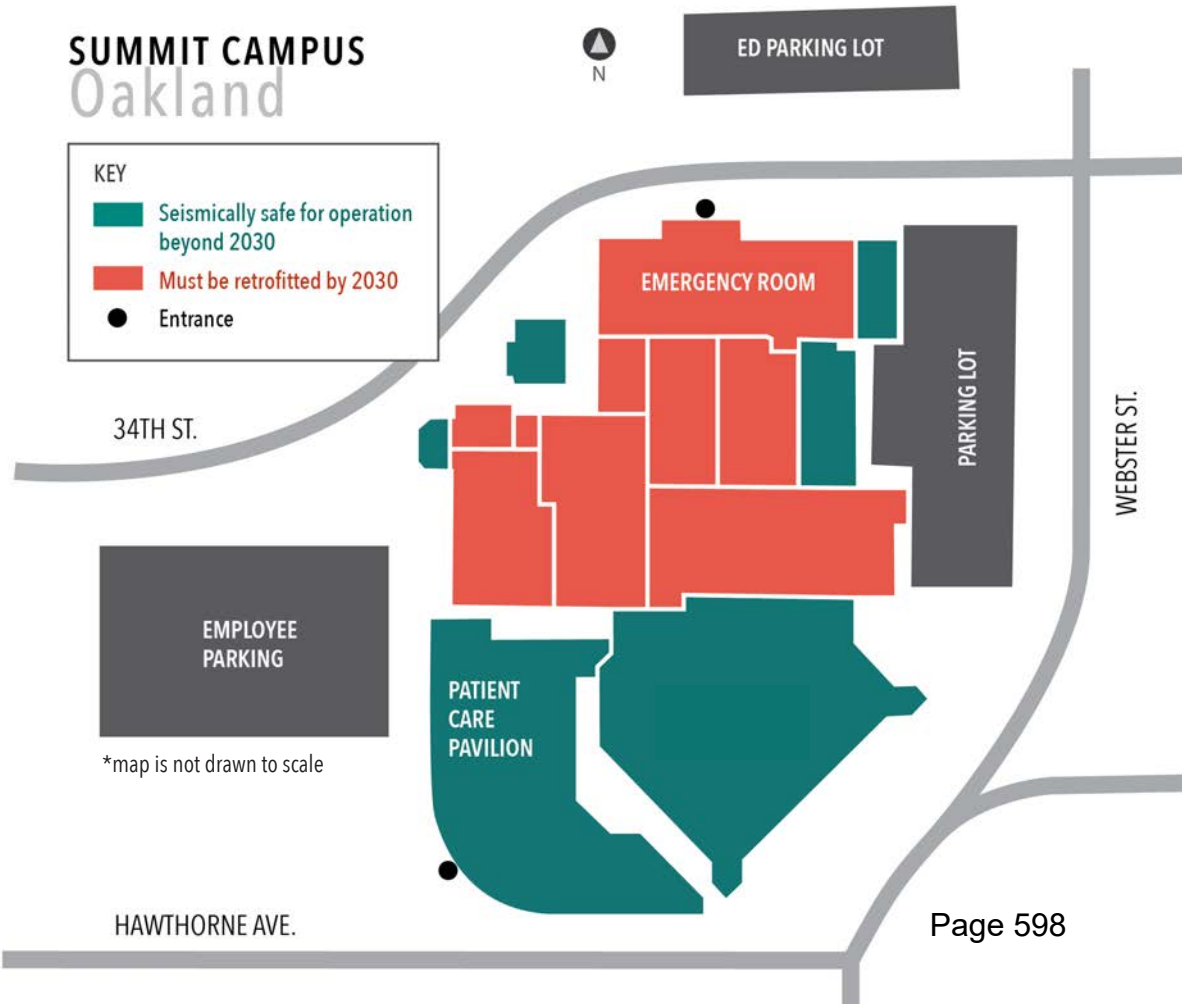
47,117	25	403	147,095	60,038	29	0
Total Emergency Department Patients	EMS Treatment Stations	Licensed Beds	Licensed Bed Days per year	Total patients	Diversion Hours	Total Live Births

The Summit Campus does not currently have the capacity to serve the volume of patients seen at the Alta Bates Campus, particularly for birthing and emergency care.

Summit currently does not operate a birthing center, and relocating services to Summit would require that a new birthing facility be built at the Oakland campus, with the capacity to deliver nearly 6,000 babies per year.

To replace Alta Bates Campus emergency department, **Summit Campus would need to expand its capacity by an additional 50,000 emergency department visits per year** (the number of ED patients seen at Alta Bates campus in 2017), for an approximate total of **100,000 visits annually.**

In the case of a relocation of all ED services from Alta Bates Campus to Summit, the total patient volume at Summit Campus would exceed any Emergency Department in the East Bay or San Francisco, including SF General, the highest traffic ED in the broader region which had 72,716 ED encounters in 2016.[8]



*map is not drawn to scale

Map 6. Summit Campus and affected buildings

Source: OSHPD, 2018

Sutter Health Plans for Summit Campus Expansion

Sutter Health is proposing to relocate all East Bay inpatient and emergency services to its Summit Campus in Oakland. The Sutter website dedicated to the proposed closure of Alta Bates Campus (https://rebuild.altabatessummit.org), indicates that Sutter plans to build a new acute care medical center and ED at the Summit location by the year 2030.

The following section outlines select Frequently Asked Questions (FAQs) and responses from Sutter regarding the hospital closure, along with the RHIA's relevant key findings.

What services will Sutter Health continue to provide in Berkeley?

Sutter response:

We are committed to making future investments in Berkeley and see it as a primary location to provide outpatient care. Our Herrick Campus on Dwight Way has been identified by the city as a prime location to deliver medical services. We plan to expand Herrick's services, which include our Comprehensive Cancer Center and Behavioral Health program. In addition, we currently have three large care centers, including our newest one near the Herrick Campus on Milvia Street, where people can also visit our urgent care center.

RHIA analysis:

Since we did not have details from Sutter on what services will remain at Alta Bates Campus, we focused on impacts to the birthing center and ED.

Will the new facility in Oakland be able to provide enough emergency care?

Sutter response:

We plan to enlarge, upgrade and strengthen the current Summit Emergency Room so that we have the capacity to handle more than 90,000 ER visits a year. By the year 2030, we plan to completely rebuild our ER within a second critical care tower to be constructed at the Summit Campus.

RHIA analysis:

We detail the ED impacts throughout this report. A key finding is that the new Summit Campus ED will need a capacity of approximately 100,000 visits per year, but plans to serve 90,000.[4] This exceeds the number of visits seen by any ED in the East Bay or San Francisco.

Oakland is farther away than Berkeley from where I live. What if I'm having a heart attack or a stroke and need to call 9-1-1?

Sutter response:

Any non-Kaiser patient in the Alta Bates Summit service area calling 9-1-1 today for a heart attack or stroke is already transported to our Oakland campus, where we have one of the most advanced heart centers in California. Additionally, the Summit Campus ER is located next to two major freeways (I-580 and I-980) in Oakland. It's actually faster for most patients in the East Bay – including those from West Contra Costa County – to get to our Oakland campus than it is for them to get to our Berkeley campus, especially during an emergency.

RHIA analysis:

We offer a detailed travel time analyses in the Emergency Services section, on page 43. We found that private vehicle and transit travel times will increase for some communities. Where travel time increases exceed 30 minutes, the literature suggest patients will experience adverse health outcomes.

What will happen to the Summit Campus?

Sutter response:

In August 2014, the new 238-bed patient care tower opened at the Summit Campus in Oakland. This new tower meets the state's 2030 seismic regulations and is equipped with the latest technology, ensuring the highest level of medical care and patient safety. We plan to create a modern footprint at this campus that will allow us to build another building – a second pavilion – that will include new operating rooms, intensive care units, a modern, expanded Emergency Room and space for our Women and Infants Birthing Center and Newborn Intensive Care Unit. It is our plan to relocate inpatient and emergency hospital services, including all staff and doctors, from Berkeley to Oakland by 2030.

RHIA analysis:

As noted above, needs at an expanded Summit Campus would include a comprehensive birthing center and significantly increased capacity in the ED. The Summit Campus is located less than 3 blocks away from the Kaiser Oakland ED. Although Kaiser Oakland is not accessible to all patients, its ED has the capacity to see 96,000 visits per year, and was operating 32,313 visits below capacity in 2017. Summit currently has the capacity to see 50,000 ED visits per year, but was operating under capacity by 2,883 visits in 2017.[4] This suggests that while patients currently have the option to utilize Summit Campus or other EDs with more capacity, many are choosing to utilize the Alta Bates Campus ED which was operating above capacity by over 6,000 visits in 2017.

What happens next?

Sutter response:

Planning a project of this scale takes years and must be thoroughly vetted and collaboratively developed. We will keep our community informed with accurate and timely information. This transition must be planned far in advance to ensure the community's ongoing health needs are met without interruption. Please visit this site for updates or use the information on the Contact Us page to reach out to us.

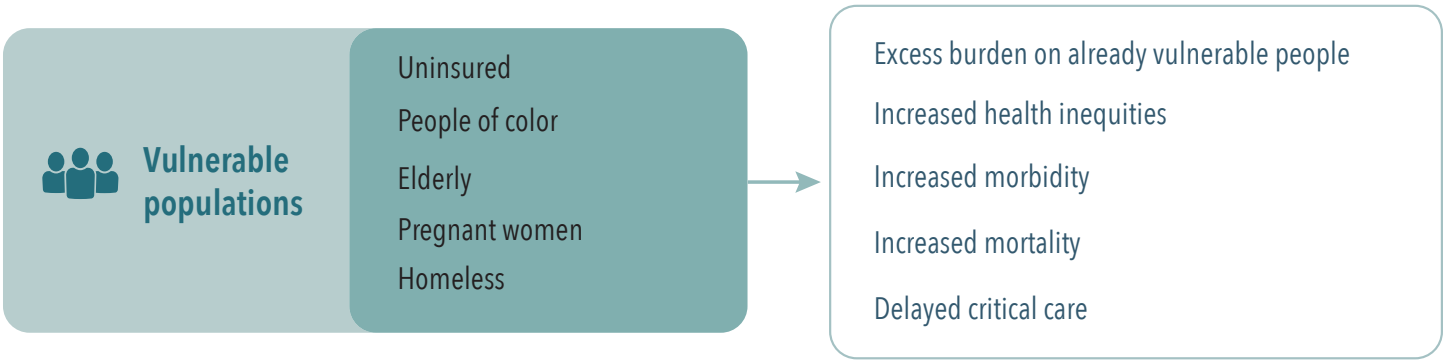
RHIA analysis:

Our review of the literature suggests that the timing of events is crucial to prevent adverse impacts to those seeking both chronic and urgent care. A more detailed plan would be necessary, including public awareness and engagement, to ensure treatment options are clearly communicated to current Alta Bates patients and those seeking urgent care in the region.

**All Sutter Health website text referenced reflects updates as of June 7th 2018*

IMPACT ON VULNERABLE POPULATIONS

Vulnerable populations are more likely to be impacted by the proposed closure of Alta Bates Campus, this includes low-income and people of color, Medi-Cal and Medicare patients, pregnant women, and the homeless.



ALTA BATES PATIENT DEMOGRAPHICS 2016

56% of ED patients and **63%** of hospitalized patients were people of color

41% of patients are uninsured/self pay or are Medi-Cal recipients

23% of hospitalized patients are elderly

68% of inpatient discharges were women

The Alta Bates Campus and ED provide key medical services to a high volume of patients from vulnerable populations in the Bay Area region which include but are not limited to: pregnant women, People of Color, low-income, uninsured and Medi-Cal patients, the elderly, and people living with disabilities. While people of color make up 44% of the Alta Bates campus Hospital Service Area (HSA), they represented 63% of hospitalized patients and 56% of ED patients in 2016. An additional 41% of patients in 2016 were Medi-Cal recipients or self pay/uninsured, and 23% of hospitalized patients were over 60.[8]

A wealth of evidence suggests that vulnerable populations may be more severely impacted by hospital closures, and should be taken into special consideration in the context of Alta Bates and the capacity of the East Bay regional healthcare network. Chen et al (2015) found that vulnerable populations, particularly African American and Medicaid patients, have higher measures of non-urgent ED scores, and are more

frequent users of the ED for both non-urgent and urgent reasons. A 2011 study looking at major medical services such as outpatient care, specialty care, marker conditions, births, and mental health and substance abuse services found that urban hospital closures led to disproportionate disruptions in accessing care, especially for uninsured African-Americans and Latinx populations, and all women on Medicaid hospitalized for births (Hsia & Shen, 2011).

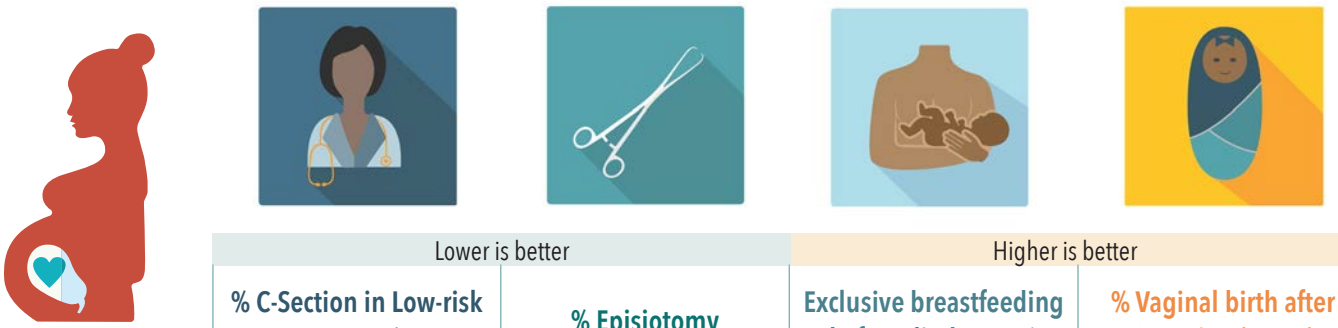
The ED visit rate to Alta Bates Campus for patients living in low-income ZIP Codes (i.e., the lowest quartile), increased 23% from 2006 to 2014. There was no change in ED visits for patients living in higher-median-income ZIP Codes over this same period. This is not a surprise finding, but it does suggest that the Alta Bates Campus ED currently serves an increasingly number of low-income residents in the Bay Area.

Pregnant Women & Newborn Babies

As noted above, Alta Bates Campus is one of the region's premier birthing centers. The age and gender distribution of hospitalized Alta Bates Campus patients reflects the high utilization of its birthing and pregnancy-related services: **in 2016, 68% (13,564) of inpatient discharges were female,** and 32% (6,322) of inpatient discharges were male. 30% (6,018) of inpatient discharges were for patients under 1 year old, reflecting high utilization of birthing and the NICU.[8] **In 2016, Alta Bates Campus had 2,145 more births than Kaiser San Leandro, the second largest birthing center in the region that year (**Figure 17).[3]

While being one of the most highly utilized birthing centers in the region, Alta Bates Campus has some of the **best health outcomes for birthing services when compared to other regional birthing centers and CA state averages** (Cal Hospital Compare, 2018)**.** As depicted in Figure

Figure 16. Outcomes for Largest birthing centers in Alameda & Contra Costa Counties, 2016



	Lower is better		Higher is better	
	% C-Section in Low-risk pregnancies	% Episiotomy	Exclusive breastfeeding before discharge %	% Vaginal birth after C-Section (VBAC)
Alta Bates Campus	**19.4**	**2.8**	**86.5**	**33.2**
John Muir - Walnut Creek	23	7.2	73.7	20.8
Kaiser - San Leandro	20.2	6.9	80.7	21.8
State of CA Average	25	9.1	68.5	12.3

*numbers are reported as percentages (Adapted from CA Health Care Foundation & CHART 2014)

16, Alta Bates Campus reports the lowest regional rates for C-Section in low-risk pregnancies and episiotomy procedures, which can put mothers at risk for post surgical complications. Alta Bates Campus also has the highest rates for exclusive breastfeeding before discharge and vaginal birth after C-section (VBAC) which are both positive birth indicators for mothers and newborns.

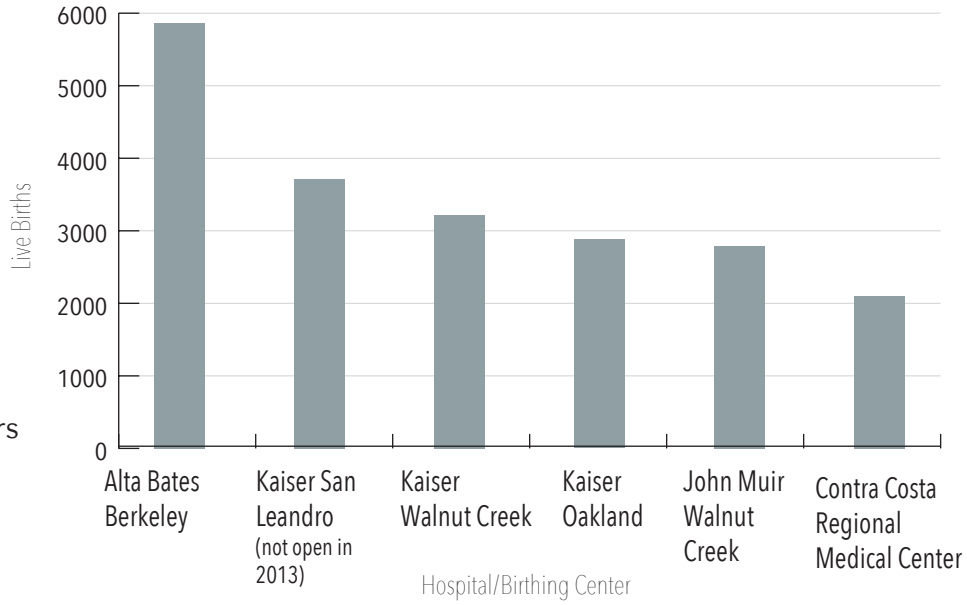


Figure 17. Number of live births across regional birthing centers 2016

Source: OSHPD, 2016

Alta Bates Campus also has an active 55-bed, level III newborn intensive care unit, operated by a 200-person healthcare team (Sutter Health, 2018). Compared to other birthing centers in the region, the Alta Bates Campus NICU has experienced a consistently high occupancy rate and discharged a high volume of newborns. In 2016, the NICU was at nearly 60% occupancy and discharged 964 patients, 350 more than John Muir Walnut Creek, which had the second highest number of live births for a non-Kaiser hospital. That year, John Muir Walnut Creek had a NICU occupancy rate of 27% with 614 patient discharges.[3]

Lorch et al (2013) found that when hospital obstetric units in Philadelphia closed, neonatal and fetal mortality increased almost 50% in the first three years after the closure compare to surrounding counties where hospitals did not close. This study also found that low income women tended to receive their prenatal care at the hospital, not a doctor's office, and this may have also had an impact on birth outcomes.

Given the comprehensive prenatal, labor and delivery, postpartum and specialty newborn care provided at the Alta Bates Campus as well as the high volume of births, **we determined that the hospital closure will likely have an adverse impact on maternal and newborn health in the region, particularly in the short term.** While Sutter plans to open a new regional birthing center at the Summit campus in Oakland, the timing and specific services that will be offered have not been disclosed.

People of Color

Alta Bates Campus serves diverse communities in terms of race, ethnicity, and socioeconomic status, and hospital and emergency department patients have consistently included a high proportion of low-income and people of color.

In 2016, 63% of inpatient discharges and 56% of emergency department discharges were for people of color (African American, Hispanic/Latino, Asian/Pacific Islander or Native American). Of the 63% of inpatient discharges for people of color, 22% were African American, 25% were Hispanic/Latino, 16% were Asian/Pacific Islander. White patients made up 32% of all 2016 discharges. For the ED, 56% of discharges were people of color, including 38% African American, 14% Hispanic/Latino, and 10% Asian/Pacific Islander. White patients made up 38% of 2016 ED

discharges.[8] African American people in particular were overrepresented in both inpatient and ED discharges from Alta Bates in 2016, making up only 18% of the population in the RHIA defined Alta Bates Hospital Service Area (HSA).

Within the Alta Bates HSA, an estimated 20% of the population has limited English proficiency; this figure is higher than both Alameda (18%) and Contra Costa Counties (14%) (ACS 2012-2016). Limited English proficiency can create language barriers between patients and providers, but can also contribute to decreased healthcare utilization particularly when a patient must access a relocated or unfamiliar facility.

Fishman et al (2018) studied ED and clinic usage in Chicago and found that patients living in medically under-served areas (MUAs) and areas with lower spatial access to primary care clinics had higher odds of preventable ED use. Analyzing data from the National Hospital Ambulatory Care Survey, Johnson et al. (2012) observed higher preventable ED use among those who were female, non-Hispanic black or Hispanic, older, or publicly insured, and that areas with large concentrations of ethnic and racial minority populations have been shown to have high rates of preventable use of EDs. While a significant portion of preventable ED use can be addressed by improved access to primary care, EDs still serve as an essential care provider for those unable to access care by other means. Chen et al. (2015) found that lower-income vulnerable populations, particularly African Americans and Medicaid patients, more frequently utilized the ED for both non-urgent and urgent reasons, and these same populations tended to utilize the hospital ED for medical conditions that could be addressed in a primary care setting.

With high rates of ED and hospital service utilization, and representing large percentage of the population in the HSA, **people of color will be disproportionately burdened by the closure of Alta Bates Campus. We are especially concerned with access for both urgent and non-urgent conditions, and the continuity of care for people of color that are already relying on Alta Bates' ED for regular care.** Related to the closure of Alta Bates Campus, we would expect short term (first 1-3 years) delays in seeking treatment, increased severity of some diseases, increased hospitalizations due to delays in seeking care, increased costs of treatment (i.e., medications, doctor visits, etc.) and potentially increased morbidity and mortality (especially from conditions already disproportionately burdening

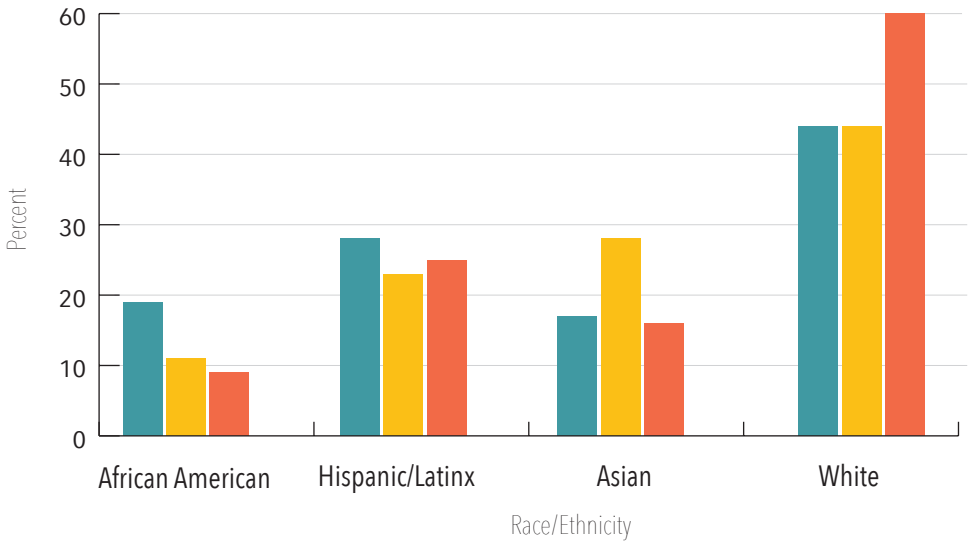


Figure 18. Percent race/ethnicity in the HSA compared to county and state rates

Source: ACS 2012-2016

people of color such as diabetes, heart disease and asthma) for people of color in the region. The high utilization of the ED for both urgent and non-urgent conditions raises an opportunity in the Bay Area for increased coordination and communication between primary, urgent, and emergency care providers. While the region has a network of urgent care facilities that may be able to absorb some of the preventable ED patient traffic, urgent care hours of operation and insurance plans accepted may still pose barriers to low-income and people of color.

People with Disabilities

According to the US Census, **95,840 people or 11% of the population in the HSA are living with a disability, of which at least 61% are racial/ethnic minorities.** White people represent 44% of the population in the HSA, however they make up only 9% of people living with disabilities. Conversely, the Native American and Pacific Islander populations, which combined constitute less than 2% of the total HSA population, represent 31% of people living with disabilities in the area.

While this RHIA does not frame disability as a medical condition, we recognize that people living with disabilities may be adversely impacted by the closure of Alta Bates Campus due to transportation barriers and increased distance, unfamiliarity with relocated services, and other accessibility challenges.

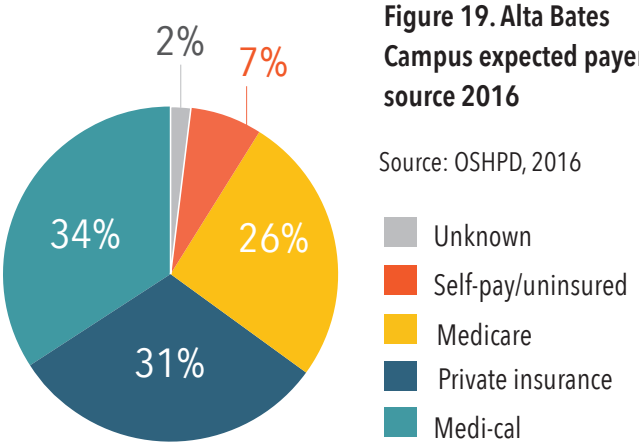


Figure 19. Alta Bates Campus expected payer source 2016

Source: OSHPD, 2016

Uninsured & Publicly Insured Patients

As discussed above, Alta Bates Campus serves a large number of low-income patients. In the HSA, over 18% of the population lives below the federal poverty level, and 36% of the population live below 200% of the federal poverty level. This has a large impact on children and young people, as 61% of public school students are eligible for free/reduced price lunch, compared to 44% in Alameda County and 40% in Contra Costa County. This is consistent with the high rate of Medi-Cal covered patients (25%) and uninsured patients (11%) in the hospital service area (ACS 2012-2016).

Alta Bates Campus' 2016 expected payer sources (Figure 19) for emergency department patients highlights that a large percentage of Alta Bates patients are from vulnerable populations, as **68% of Alta Bates ED patients were expected to pay via either Medicare, Medi-Cal or were self-pay/uninsured.**[8] Medicare serves populations over 65 and also serves people with disabilities. People utilizing Medicare represent vulnerable populations, such as the aging/elderly, socioeconomically vulnerable and people with disabilities. Medi-Cal serves socioeconomically vulnerable populations, by qualifying people/families that are at 138% of the federal poverty level or below (i.e. $28,677 annually for a family of 3), which is very low-income for California and especially the Bay Area (DHCS, 2018).

Uninsured patients are also extremely vulnerable, as uninsured patients can include patients that are low-income, homeless and/or undocumented immigrants. Hsia et al (2013), found that between 2005-2010 **in California, ED visits by Medicaid beneficiaries increased by 14%, significantly higher than privately insured patients.** According to the 2006 California Health Care Foundation

report, *Overuse of Emergency Departments Among Insured Californians*, even insured patients can be more frequent ED users than uninsured patients, particularly those with Medicaid coverage, which still leaves them with difficulties in accessing primary care.

"I know seniors that don't drive and used to regularly use DMC (Doctor's Medical Center, San Pablo) for speciality and emergency situations. Now that DMC is closed, some have to travel 2 hours by public transportation to see speciality doctors. That has a huge impact on whether or not they receive care."

- Local government official, Bay Area

The Aging & Elderly

Aging people and the elderly (60+ years old) account for a disproportionately high percentage of inpatient discharges and emergency department visits at both Alta Bates and Summit Campuses. Despite representing only 18% of the population in the RHIA defined HSA In 2016, the 60+ year old population accounted for approximately 23% of inpatient discharges and over 30% of emergency department visits at the Alta Bates Campus. That same year, the 60+ year old population accounted for approximately 65% of inpatient visits and 39% of emergency department visits at the Summit Campus. [8]

The aging and elderly population is expected to increase in the coming decades. According to the Public Policy Institute of California, the 65+ year old population is expected to grow 87% from 2012 to 2030, and the California Health Care Foundation has similar findings, noting that California's 65+ year old population is projected to more than double from 2000 to 2030, growing to 8.8 million.

In 2012, the RHIA defined HSA had a 65+ year old population of 93,537, and with an 87% growth projection, will reach 174,914 in 2030 (ACS 2008 - 2012). This growing population is critical to consider because this age group is among the highest users of both emergency and inpatient care. The California Health Care Foundation noted that due to seniors' high rate of hospitalizations, acute care hospital days are projected to increase by 76% from 2000-2030, and by 2030, the 65+ group is projected to use over half of the state's acute care days, despite representing only 18% of the population.

The CA Health Care Foundation suggests that by 2030 there will be an insufficient number of acute care beds in the SF Bay Area due to the increasing numbers of hospitalized elderly. And, considering the high utilization of the emergency department by the 60+ year old population and the quick growth rate of that demographic, it is unlikely that a new emergency facility designed to meet current capacity would be able to accommodate the combined growth of the elderly and regional population, which could impact timely care for all patients needing to access emergency treatment.

A study that included focus groups with seniors two years after the closing of a Pittsburgh hospital (Countouris et al 2014) found that seniors' health was adversely impacted from a combination of feelings of sadness and loss, fear of finding a new, unfamiliar facility, and powerlessness. Elderly in this study also expressed concerns about having to navigate a new facility/location, uncertainty about transportation that resulted in canceled doctor's appointments, and higher parking costs at the new facility. Bindman et al (1990) found that hospital closures resulted in delayed treatment for the uninsured and elderly because

of inconveniences and difficulties in finding new providers.

Buchmueller et al (2006) revealed that hospital closures in the Los Angeles area increased travel distances to ED and ancillary care and contributed to an increase in heart attack deaths, most notably for the region's elderly population.

This RHIA suggests that the elderly and uninsured will be adversely impacted from the closure of Alta Bates Campus, both due to ED and chronic care needs. The elderly living in the HSA may be most adversely impacted if an adequate number of beds are not provided (such as at the Summit campus), due to their increasing numbers and inpatient needs. The uninsured and publicly insured will be adversely impacted from the lack of access to a familiar ED for both chronic and urgent medical needs. **We expect, especially in the short term, interruptions and delays in seeking care, increased severity of disease, potential greater spread of infections, increased need for costly future care and potentially increased hospitalizations.** We are less confident in the possibility of increased mortality, but this is a possibility especially for the elderly.

Mental health & Suicide Prevention

While the Sutter Herrick Campus in Berkeley is a designated site for mental health care, the Alta Bates Campus ED plays a significant role in treating and identifying mental health patients that may first be seen through emergency care. In 2018, the *Lancet Public Health* journal published, "Suicide in the USA: A Public Health Emergency" noting that the rate of mental health/ substance abuse-related ED visits increased 44% from 2006 to 2014, with suicidal ideation growing 415% over this period.

The Alta Bates Campus ED acts as a first-responder to screen for, intervene and refer for mental health care and suicide prevention. In 2016, **almost 4% of ED patients were transferred to psychiatric care.**[8] Since the hospital ED is often associated with traumatic events, it is the ideal environment to perform suicide risk assessments. Individuals in a suicidal crisis often seek help at a hospital ED. EDs also frequently provide care for people with other risk factors for suicide, such as serious mental illness, substance use disorders and chronic pain. The ED visit is an important window of opportunity, however brief, to intervene and save lives (Ahmedani et al 2014).

EDs can reduce suicide attempts among high-risk patients by delivering a combination of interventions that includes suicide risk screening, discharge resources, and other interventions (Betz et al 2016; Larkin & Beautrais, 2010). A multi-site study found that when compared to treatment as usual, a combined set of interventions starting in the ED resulted in a 5% decrease in the proportion of patients who attempted suicide in the 52 weeks after their initial ED visit and an overall 30% drop in the total suicide attempts (Miller et al 2017).

The presence of the Herrick Campus, with its comprehensive mental health services, may be able to accommodate any potential delays in care for those currently utilizing Alta Bates Campus. Significant impacts on mental health for the population in the HSA from the closing of Alta Bates Campus may be difficult to quantify.

Homeless People

Homeless people and families, some with mental health care needs, tend to rely on the ED for care (Karaca et al 2013). Nearly three out of four inpatient stays by homeless individuals began in the ED, compared with half of stays for non-homeless patients. Due to multiple barriers in accessing care, including lack of insurance and transportation as well as poor continuity of care, homeless people frequently use EDs as their primary or only source of health care.

A 2002 study by Kushel et al. examined the factors associated with emergency room visits among 2,578 homeless and marginally housed persons. They found that 40.4% of the 2,578 visited an emergency room one time or more during the previous year, and that less-stable housing, chronic illness and victimization were associated with emergency department use among homeless and marginally housed persons. The study also suggests that emergency care is a primary option for homeless and marginally housed persons due to convenience and 24-hour operation, and because they face challenges in addressing medical needs outside of an emergency setting.

In 2017, many Bay Area hospitals reported increases in homeless patients from the prior year. Figure 20 shows the total number of homeless patients that visited the Alta Bates Campus and 5 other major East Bay regional hospitals in 2017, and the volume increase in patients from 2016. Kaiser Richmond and Kaiser Oakland combine hospital data, and are represented as one site in the analysis. The figure highlights that all six hospitals saw a significant increase in the number of patients from 2016 to 2017, with the **Alta Bates Campus seeing nearly a 600% increase in homeless patients,** rising from 60 to 409. Highland Hospital had the smallest percentage increase in homeless patients but served 1,118 homeless patients in 2017. Importantly, aside from Highland and the Herrick Campus, at least 89% of homeless patients seen were either emergency department patients or inpatient from the emergency department, underscoring how essential emergency room care is for the homeless and marginally housed. [6]

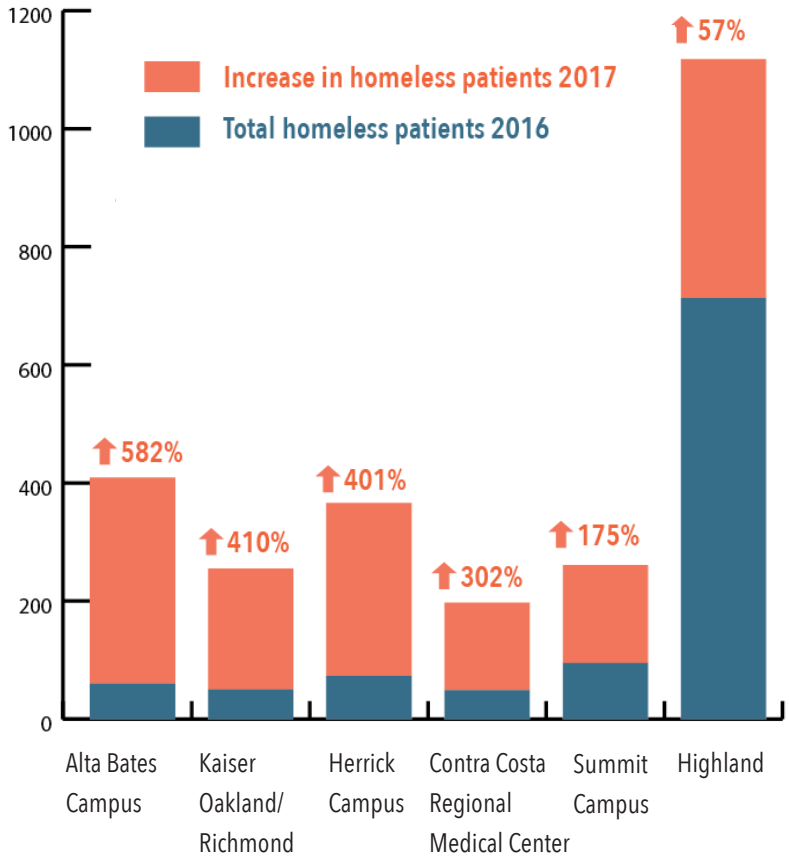
While the cause behind the increases in annual reported homeless patients across Bay Area hospitals is unclear, a recent quicknotes memo published by OSHPD suggests that the number of homeless patients has been historically underreported (OSHPD, 2018).

We find that the loss of Alta Bates Campus and its critical emergency and mental health care services may have an impact on the surrounding area's homeless population, particularly if the increasing trends in homeless patients seeking emergency care continue.

Adverse Impacts on Vulnerable Communities in the Alta Bates Hospital Service Area

Alta Bates Campus currently serves some of the most vulnerable communities in the Bay Area, such as those mentioned above in West Contra Costa County as well as many communities in

Figure 20. Total Homeless patients at select East Bay hospitals 2016 - 2017[6]



Oakland and other parts of Alameda County. Community vulnerability includes not just current-day utilization of hospital care, but the likelihood of future needs based on health-influencing risks, such as poverty, low education, housing displacement, exposure to pollution and violence. These same communities are also vulnerable since a large percentage of the populations living there have preexisting health conditions that require chronic care.

The 2016 Alta Bates Summit Medical Center Community Health Needs Assessment (CHNA) recognized these vulnerable communities as the medical center's "communities of concern." **The 2016 CHNA identified 13 'vulnerable community' ZIP Codes that represented 65% of the population served by all three campuses in the Alta Bates Summit Medical Center.**

Figure 21. Alta Bates Summit Medical Center CHNA Communities of Concern

Source: Alta Bates Summit Medical Center CHNA, 2016

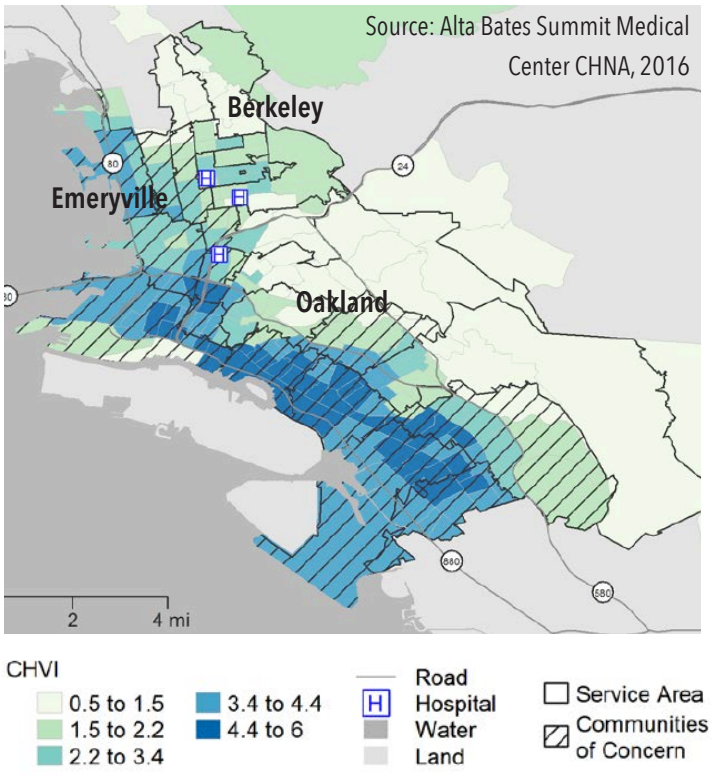
ZIP Code	Community
94601	East Oakland/Fruitvale
94602	Oakland/Glenview
94603	East Oakland/Brookefield
94605	East Hills/Oakland Zoo
94606	Oakland/Cleveland Heights
94607	West Oakland/Jack London
94608	Emeryville
94609	Oakland/MLK
94612	Downtown Oakland
94621	East Oakland
94702	Northwest Berkeley
94703	Northwest Berkeley
94710	West Berkeley/Marina

To identify communities of concern in the 2016 CHNA defined hospital service area, the CHNA authors identified significant health needs and developed what the report calls the 'Community Health Vulnerability Index' (CHVI), which combines the following indicators of community vulnerability into one CHVI index value (Map 7):

- Percent Minority
- Population 5 Years or Older Who Speak Limited English
- Percent 25 or Older Without a High School Diploma
- Percent Unemployed
- Percent Families with Children in Poverty
- Percent Households 65 years or Older in Poverty
- Percent Single Female-Headed Households in Poverty
- Percent Renter-Occupied Households
- Percent Uninsured

For this report we were not able to calculate CHVI scores for the additional ZIP Codes included in the RHIA defined HSA using the 2016 CHNA

Map 7: 2016 CHNA defined service area CHVI scores

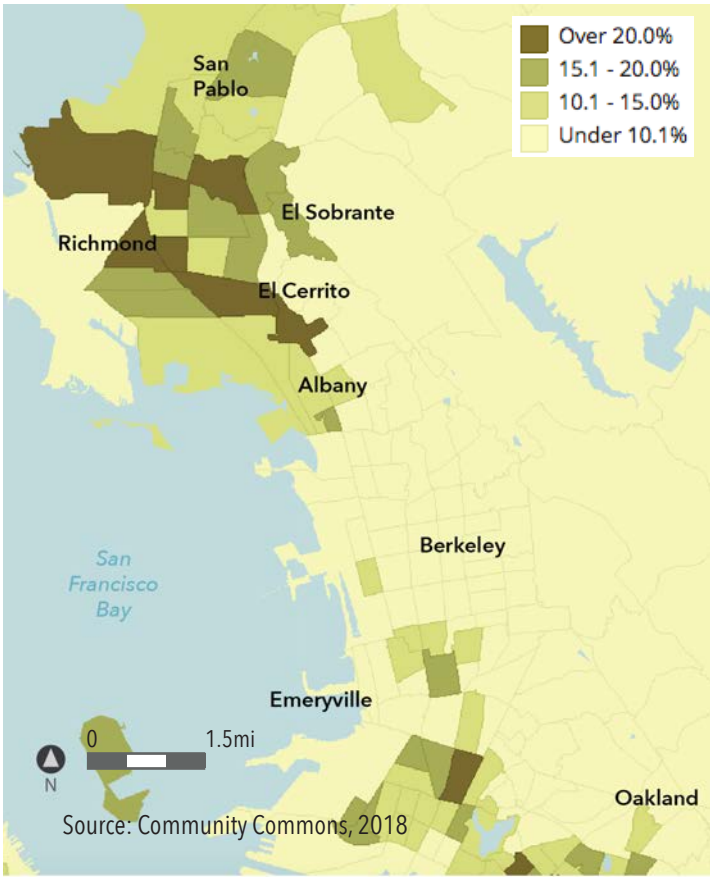


methodology. However, we reviewed each of the CHVI indicators to assess the vulnerability of the additional ZIP Codes (primarily communities in West Contra Costa County) using ACS 2012-2016 estimates. This review indicated that many communities in West Contra County likely meet the same standard of vulnerability as the 13 communities of concern in the 2016 CHNA, which did not include any ZIP Codes outside of Alameda County. **The vulnerable communities from West Contra Costa County include ZIP Codes within Richmond, San Pablo, El Cerrito, and El Sobrante; cities for which Alta Bates Campus saw a 39% increase in discharges between 2014-2016.**

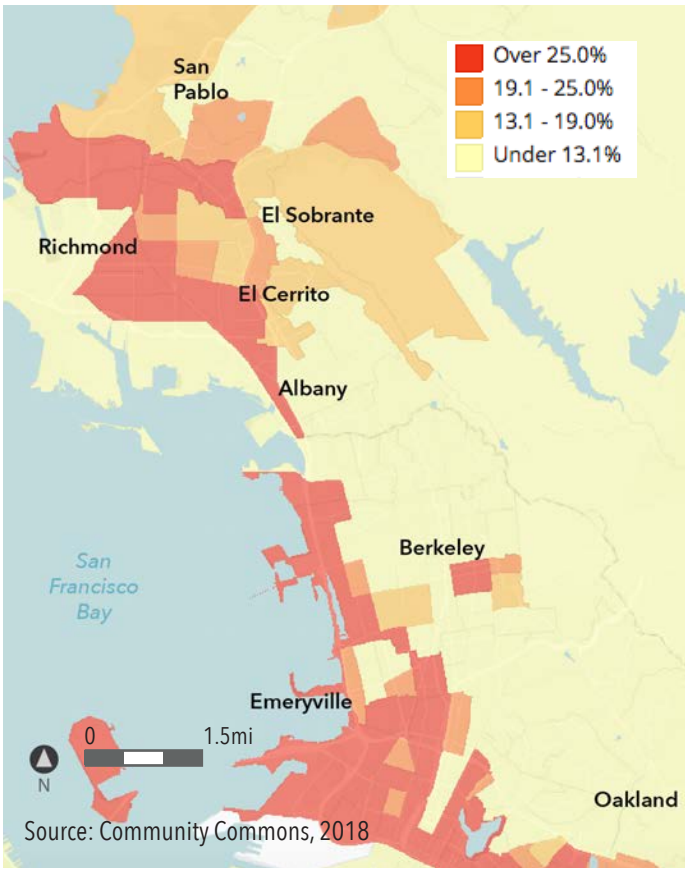
Maps 8 & 9 highlight select CHVI indicators for communities in the RHIA defined HSA. As both maps indicate, communities in West Contra Costa show high levels of vulnerability at comparable rates to those in Oakland, Emeryville, and parts of Berkeley, in Alameda County. In addition to the review of CHVI indicators, we reviewed data compiled by Sutter Health on their interactive Health Needs Maps website. The website provides 2011 data on hospitalization and ED visit rates by condition, reported per 10,000 residents and aggregated by ZIP Code. We compared the following 11 available reported causes (conditions) for ED visits and hospitalizations across all ZIP Codes in the RHIA defined hospital service area (HSA):

1. Asthma
2. COPD
3. Diabetes
4. Heart disease
5. Hypertension
6. Mental health

Map 8: Percent Uninsured across Census Tracts in the RHIA defined Service Area



Map 9: Percent of Families (with Children) in Poverty across Census Tracts in the RHIA defined Service Area



7. Assault
8. Self-inflicted injury
9. Unintentional injury
10. Stroke
11. Substance abuse

From this data, we identified high need ZIP Codes that fell within the top quartile relative to all zip codes in the HSA for each condition. We then ranked the top10 ZIP Codes in order of highest need (those that fell within the top quartile most often for the 11 conditions).

Figure 22. High Health Care Need Communities in the RHIA defined HSA

ZIP Code	Community
94801	Richmond/Iron Triangle
94804	South Richmond
94806	San Pablo
94621	East Oakland
94612	Downtown Oakland
94609	Oakland/MLK
94608	Emeryville
94607	West Oakland/Jack London
94605	East Hills/Oakland Zoo
94603	East Oakland/Brookefield

Figure 22 lists the top 10 high health care need ZIP Codes in the RHIA defined HSA from highest to lowest need. ZIP Codes that overlap with the 2016 CHNA communities of concern (listed in Figure 20) are highlighted in yellow.

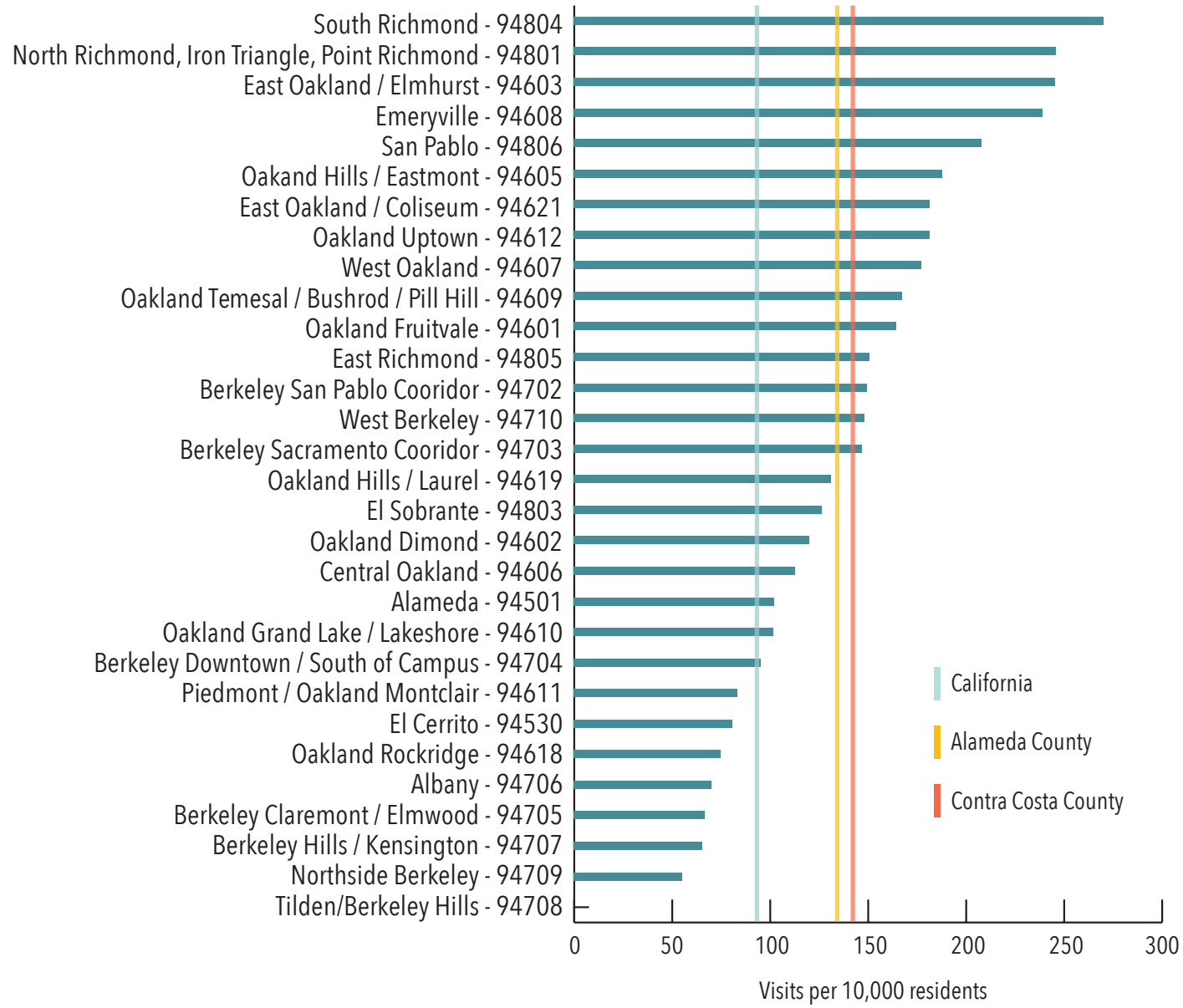
Consistent with our review of CHVI indicators in the RHIA defined HSA, we found that West Contra Costa County ZIP Codes are particularly vulnerable. Zip Code 94801 in Richmond, which includes unincorporated North Richmond, the Iron Triangle neighborhood, and relatively wealthy Point Richmond, ranks first out of all zip codes in the HSA for ED visits for all 11 conditions, and is 1st for stroke, 2nd for diabetes and heart disease, 3rd for asthma and 4th for injury-assault.

The 94804 South Richmond ZIP Code ranked 1st in heart disease-related ED visits, and the 94806 San Pablo and 94804 Richmond Iron Triangle ZIP Codes were ranked 3rd and 4th for highest incidence of diabetes-related inpatient hospitalization. As highlighted in Figures 23 and 24, many of the high health care need ZIP Codes experienced ED visit rates greatly exceeding those of both Alameda and Contra Costa Counties as well as the state of California in 2011.

While there are many vulnerable communities in the RHIA defined HSA that fall outside of West Contra Costa County (primarily in Oakland and Emeryville), these communities are currently served by existing services at the Summit Campus, as well as Highland Hospital and Kaiser Oakland, and are likely to be less adversely impacted by a closure of Alta Bates Campus.

As noted above, **we predict a disproportionate adverse impact on access to chronic and urgent care for the communities of West Contra Costa County, particularly Central and North Richmond, from a closure of Alta Bates Campus.** Access to care in these communities has already been adversely impacted by the closure of Doctors Medical Center and the limited capacity of Kaiser Richmond.

Figure 23. Heart Disease ED visits per 10,000 residents for all ZIP Codes in the RHIA defined Alta Bates HSA



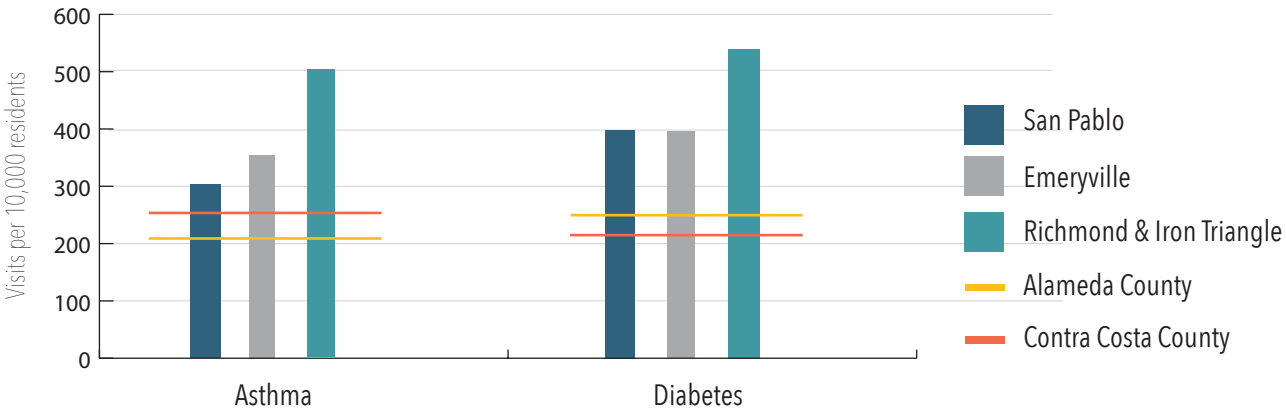


Figure 24. Select ZIP Codes - Asthma and Diabetes ED visits per 10,000 residents

Source: Sutter Health, Health Needs Maps, 2011

IMPACTS ON UC BERKELEY STUDENT HEALTH CARE

The UC Berkeley student population may be adversely impacted by increased travel times to the Summit campus. The campus can generate about 4,000 student ED visits per academic year, and the UC Tang Center alone estimates about 1,500 student ED referrals per year. While the Tang Center can meet the majority of urgent care student needs, it is not open 24 hours and does not perform imaging, surgery, and some emergency services make the UC Berkeley student population particularly reliant on Alta Bates Campus.

In the 2017-18 academic year, the University of California Berkeley had 30,574 undergraduate students, 11,336 graduate students, and approximately 12,000 staff (UC Berkeley Office of the Vice Chancellor of Finance, 2017). Since we did not have complete information on staff health insurance, this RHIA focuses on the potential impacts of the closing of Alta Bates Campus on student health care access. Roughly half of UCB students are enrolled in the Student Health Insurance Plan (SHIP), with the remainder enrolled either in alternative private insurance plans or through Medi-Cal. SHIP covers medical, counseling, prescription, vision and dental services. In interviews with Tang Center staff including Executive Director of University Health Services, Claudia Covello, and Medical Director Dr. Anna Harte, we learned that a larger proportion of graduate students are likely enrolled in SHIP. This is due in part to undergraduates being able to remain on their parents' insurance plans until age 26. Regardless of insurance enrollment, all students have access to the on-campus Tang Health Care Center.



The University Health Service Tang Center is a fully-accredited outpatient center designed to address most medical, mental health and health education issues. The Tang Center employs about 300 physicians, registered nurses, nurse practitioners, medical assistants, physical therapists, pharmacists, nutritionists, lab/radiology/pharmacy technicians, social workers, licensed psychologists and psychiatrists, and health educators. An urgent care facility is open seven days a week but limited to working hours, with reduced hours on weekends.

While the Tang Center is a student health asset, it is not a licensed hospital and therefore relies heavily on Alta Bates Campus for timely referrals of acutely ill patients for **conditions including appendicitis, ectopic pregnancies, blood clots, and head injuries requiring scans.** According to the Tang Center, they refer approximately **2,500-3,000 students per year to the ED, 21% for surgery and 41% for emergency care alone (not all, but most, go to ABMC). Approximately 1-2 students per day require ambulance transport to the hospital.** An additional 2 students per week may require hospitalization for psychiatric care from Tang.

There can be daily communication between Tang practitioners and Alta Bates and this close relationship enables students to receive referrals for potentially serious illnesses. In addition

to urgent care referrals, the Tang Center also refers students to Alta Bates Campus for some outpatient diagnostic procedures, maternity care, and specialty care.

We reviewed SHIP billing data to estimate the student utilization of Alta Bates Campus and Sutter health care facilities more generally. As noted, this is not the universe of all student health care issues and students on other insurance or without insurance are likely also accessing the hospital. In addition, our review of studies from the Journal of American College Health suggested that across US universities, there were approximately 100 ED visits per 1,000 enrolled students (McKillip et al, 1990).

With approximately 40,000 students in 2017, **we estimated that UC Berkeley generates as many as 4,000 student ED visits to Alta Bates Campus per academic year.** (We note here, but did not analyze, that the East Bay has a number of students at other institutions that will likely be similarly impacted by the closure of Alta Bates Campus. For example, there are an estimated 7,000 students at Berkeley City College, and 7,900 at Contra Costa College, but many of these are commuter students and we were unable to obtain data on these students' health insurance status or residence).

Student mental health is a critical issue on the UC Berkeley campus. Severe episodes of stress, depression, thoughts of suicide and other mental health issues are prevalent in both undergraduate and graduate settings. Receiving timely treatment for these mental health issues is critical to the health of students and the general UC Berkeley population.

Our analyses of SHIP claimant data by diagnosis code from August 2016 through May 2017 revealed that of the 8,111 SHIP diagnoses, **15% were for some type of mental health-related diagnosis,** including, but not limited to: suicide attempts, thoughts of suicide, psychosis, bipolar disorder, depression, schizophrenia, eating disorders and substance abuse. While a majority of these were likely treated at the Tang Center, we do note that 7% of the Alta Bates Campus ED diagnoses in 2016 were for mental disorders/ episodes. Figure 25 compares SHIP utilization for mental health related issues and those presenting at the Alta Bates Campus ED.

While we cannot determine the exact number of students visiting Alta Bates Campus for mental health care, our conversations with Tang and Alta Bates staff suggest that a high percentage of the mental health and suicide/self-harm visits to Alta Bates Campus are from UC Berkeley students. Similarly, a significant proportion of UC Berkeley

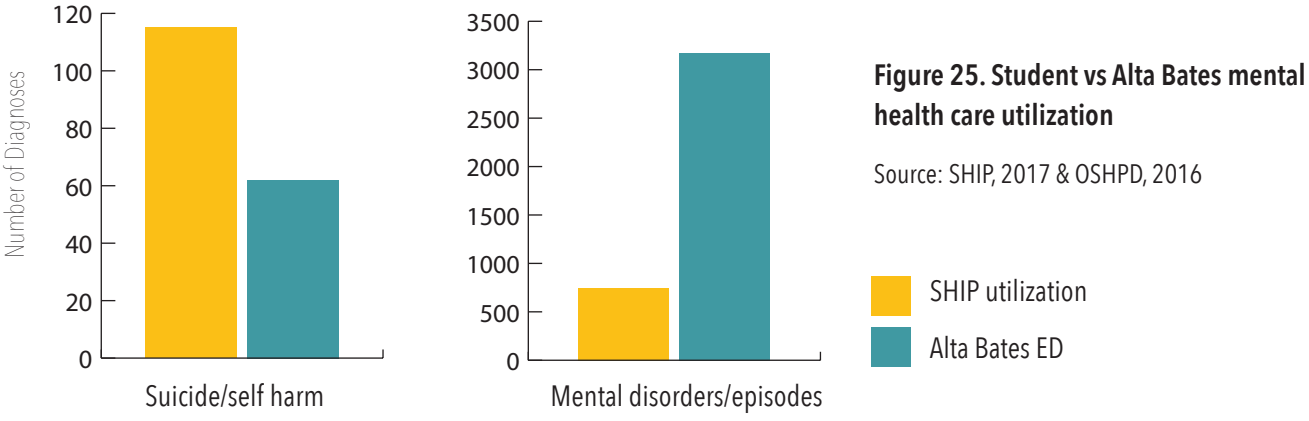
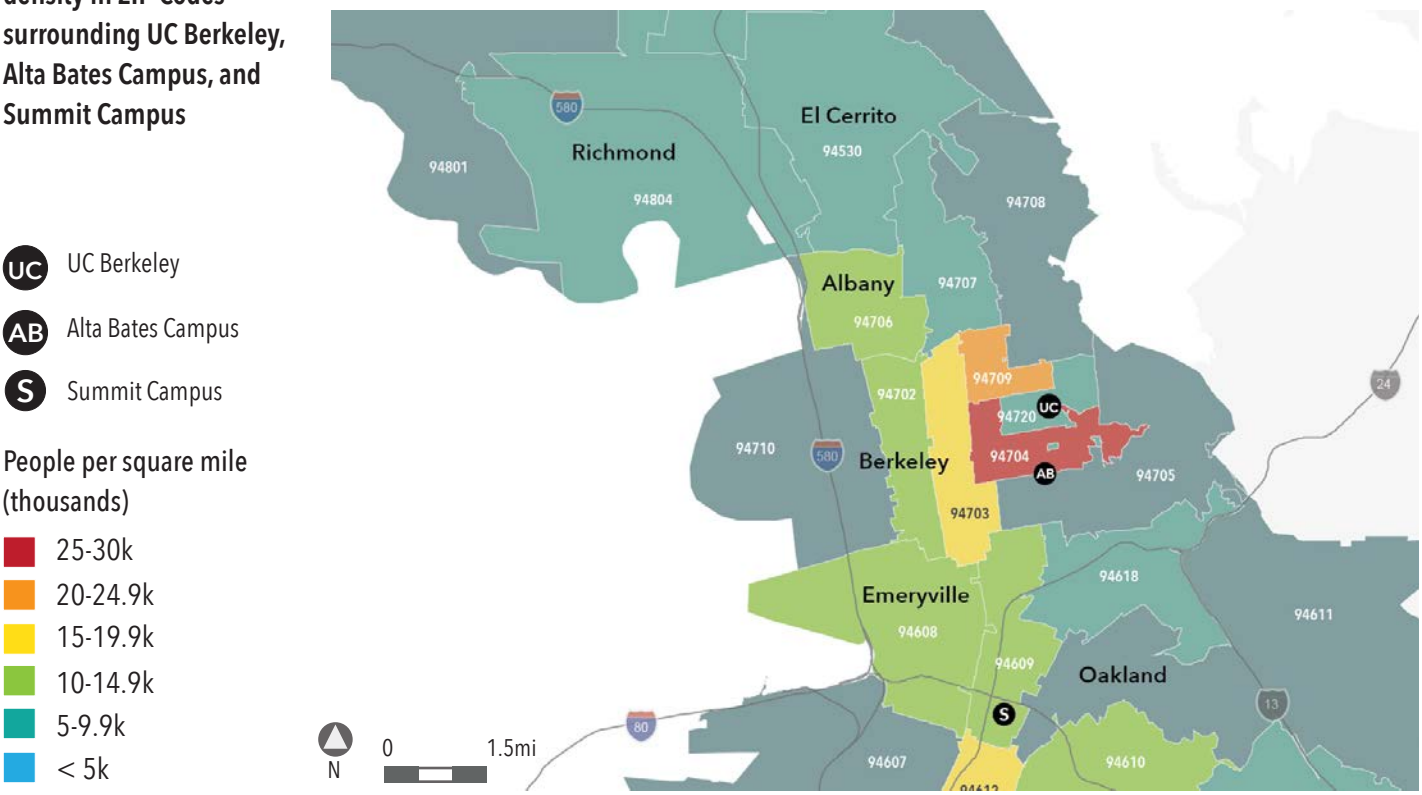


Figure 25. Student vs Alta Bates mental health care utilization

Source: SHIP, 2017 & OSHPD, 2016

Map 10. Population density in ZIP Codes surrounding UC Berkeley, Alta Bates Campus, and Summit Campus



students that utilize mental health services seem to have received a referral after being seen at Alta Bates Campus, sometimes through the ED for issues such as anxiety and depression. The fact that Sutter's Herrick campus will not be affected by a potential closure is significant and will likely off-set any potential care that is now provided at Alta Bates.

However, since Herrick does not have an ED, a limited number of students that require emergency psychiatric services will be impacted by the closure. Runyan et al (2017) noted that when young people are unfamiliar with where to access care and support, this can adversely impact suicide-related episodes. In addition, the ED can provide important discharge counseling protocols for patients with potential suicide risks (Runyan, et al. 2017).

For accessing emergency care, travel by ambulance or private vehicle from the Tang Center to Summit or another ED besides Alta Bates will likely increase time to receive care. In addition, a number of students with chronic disease rely on Alta Bates Campus for routine specialty care for diagnosis and follow up. In the event of a closure, these students may have to travel farther, requiring more time to access care and money to get there, and potentially resulting in delays. The perception of this distance by students could also change the way they access care.

These impacts will be further compounded by students' time constraints, inexperience in navigating the healthcare system, and financial limitations. We predict that adding these barriers will further complicate health care access for students and may delay student utilization of care.

As depicted in Map 10, the 94704 (southside) and

94709 (northside) **ZIP Codes surrounding the UC Berkeley campus and Alta Bates Campus are the most densely populated in the RHIA defined Hospital Service Area (HSA**), with 25,297 and 20,165 persons per square mile respectively. This greatly exceeds the density of most other ZIP Codes in the HSA, with the next highest being 17,766 persons per square mile in Downtown Oakland (94612) and an overall average of 5,989 persons per square mile in the HSA (ACS 2012-2016).

Thus the **student population may be most adversely impacted during a campus or regional emergency, in which a large volume of students and residents in areas surrounding the UC Berkeley campus require access to timely care.** We discuss the impacts of a disaster scenario on emergency services in more detail on page 56.

We interviewed students and met with student organizations already concerned with the potential impacts of the closure of Alta Bates Campus. We heard from students that had direct experience at Alta Bates Campus and received treatment for appendicitis, hand lacerations, allergic reactions and other injuries. A common theme among the students was that Alta Bates Campus and its ED was close-by, familiar and served them when the Tang Center was closed.

In general, students we heard from were not familiar with other hospitals in the region and would need more information on what alternatives were available if Alta Bates Campus were to close. We also heard from both UCB health professionals and students that they viewed Alta Bates as an 'extension' of the UC Berkeley health care network. The likely short-term impacts to student health on Alta Bates closing are difficult to estimate, but may include a disruption of familiar care options and longer travel times to a 24hr ED.



UC BERKELEY STUDENT VIEWS ON ALTA BATES CLOSING

Student 1:

"It was around 9pm so we could not go to Tang first. I knew a friend of mine had gone to Alta Bates previously for a night time emergency, since it was the closest emergency care available, so that is why we chose it."

Student 2:

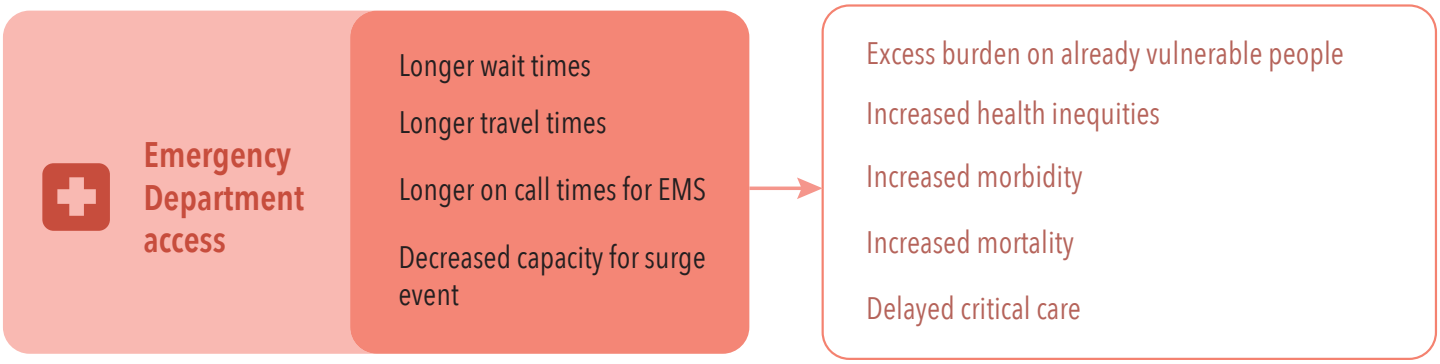
"I don't know of another urgent care facility nearby that I trust, and had the situation been worse, it may have been too far to go."

Student 3:

"[Alta Bates closing] would be extremely detrimental as students would no longer have a location that was close for emergencies. Particularly for more emergent situations, [when] there is a need to go see a doctor immediately. If not then it could cause more harm than good to go somewhere farther away.

IMPACT ON EMERGENCY SERVICES

In 2017, the Alta Bates Campus ED received 6,424 visits over the recommended number by the American College of Emergency Physicians (ACEP). Modeled travel times to Summit hospital surpass 40 minutes for the evening rush hour period for 10 ZIP Codes north of Alta Bates. For the Summit Campus, the average City of Berkeley EMS time on task is about 10-12 minutes longer than for transports to Alta Bates Campus. The additional travel time to Summit can result in about 2 hours of time an ambulance is away from service compared to ED transports to Alta Bates.



Whenever an urban hospital closes there are concerns over travel times for ambulances to reach the next closest ED and potential adverse health outcomes from delayed access to care. Liu et al. (2014) reviewed California emergency department closures between 1999 and 2010 and found that **patients who lived near a closed emergency department and were later admitted had a 5% higher chance of dying in the hospital than those who did not live near a closure.** They concluded that ED closures do have significant effects on patient outcomes.

Crandall et al. (2016) studied outcomes in EDs for serious trauma after the closing of a large medical center in Los Angeles. They did not find any significant impact on trauma-related health outcomes, but did find that one hospital ED surrounding the closure had a tripling of uninsured patients visiting their ED in a ten year period. Lee et al. (2015), found that in NY State, urban hospital ED use increased in areas where hospitals have closed and that ED visits have risen by 23% in the United States over the last decade.

Shen and Hsia (2016) studied changes in acute myocardial infarction (AMI) among Medicare patients whose communities experienced increased driving time to an ED due to the closing of an ED in their community. They found that **patients whose driving time related to local ED closure increased by ≥ 30 minutes had a statistically significant increase in 90-day mortality** by 6.58 percentage points (CI 2.49, 10.68) and 1-year mortality by 6.52 percentage points. Patients whose driving time increased by 10 – <30 minutes also had a significant but less pronounced increase in 90-day and 1-year mortality, by 1.60 percentage points (CI 0.53, 2.67) and 2.05 percentage points (CI 0.96, 3.14), respectively. Patients whose driving time increased by less than 10 minutes did not experience worse mortality rates after an ED closed in their community.

Hsia et al. (2012) used California data from 1999-2009, and found that patients with an increase in distance to the nearest ED (0.8 miles average distance increase) did not have significantly higher mortality in general or for specific conditions, including those with acute myocardial infarction, stroke, asthma or chronic obstructive pulmonary disease, and sepsis. However, Nichol et al. (2007) found that increased journey distance to the hospital appeared to be associated with an increased risk of mortality. Berlin et al. (2016) studied acute myocardial infarction (AMI) mortality in Switzerland and found a 19% increase and a 10 % increase for men and women respectively, all over 65 years, for those with the longest driving time to a university hospital compared to the same population group with the shortest driving times to the same hospital.

Alta Bates ED Utilization

Alta Bates Campus had a total of 50,414 ED visits in 2017, a 21% increase since 2010. The campus treated an average of 126 patients per day in 2016 and 138 patients per day in 2017. Alta Bates Campus currently has 22 emergency treatment stations in their ED.[4] **The American College of Emergency Physicians (ACEP) recommends a standard of 2,000 visits annually per emergency treatment station. In 2016, Alta Bates Campus had approximately 1,836 visits per emergency treatment station, but this rate increased to 2,292 visits per emergency treatment station in 2017.**[3] **This increase resulted in 6,414 ED visits over the ACEP standard in 2017.**

Our analyses of OSHPD data and review of the literature suggests that ED visits are increasing nationwide and in the Bay Area. Further, there may already be an inadequate supply of ED treatment stations to keep up with this increasing demand. The closing of Alta Bates Campus will remove at least 22 ED treatment stations and, as noted above, require a doubling of ED capacity at Summit to accommodate the patients from the Berkeley facility.

Analyses of Travel Times to Alta Bates vs Summit Campus Emergency Departments

Sutter has indicated that it plans to relocate all in-patient and emergency department services to the Summit campus in Oakland by 2030, though little details have been provided to date about the extent and time line of the proposed expansion. A concern is whether the move to Summit will increase the travel time to the ED for some people in the region.

Using Google Maps GPS navigation software, the RHIA modeled travel times via private vehicle to Alta Bates and Summit campuses during the morning and evening peak traffic periods (8:30am and 5:30pm). We compared these periods to travel time at 12am as the non-traffic period. We estimated travel times for all ZIP Codes in the RHIA defined Alta Bates Hospital Service Area. The analysis routed travel to Summit and Alta Bates campuses from the center point of each ZIP Code in the HSA, and recorded an estimated range in minutes to each destination.

Figure 22 provides detailed findings of travel times from all of the ZIP Codes north of Alta Bates Campus, using the high end of each travel time range. Findings revealed that travel times to both Alta Bates and Summit Campuses from ZIP Codes in north Alameda County and West Contra Costa County are longest at the 5:30pm peak traffic time. **For the PM rush hour, all ZIP Codes in West Contra Costa County (in Richmond, San Pablo, El Sobrante, and El Cerrito) as well as Albany and Berkeley, have increased travel times to Summit Campus when compared to Alta Bates Campus.** These findings also overlap with ZIP Codes identified in the vulnerable communities section, indicating that there is a potential negative impact of increased travel times on already vulnerable populations that are served by Alta Bates.

Overall travel times at 5:30pm are longest from ZIP Codes in West Contra Costa County, four of which have a total travel time between 50-60 minutes to the Summit Campus. An additional six ZIP Codes near the West Contra Costa and Alameda County border fall within a 40 – 50 minute range of travel time to the Summit campus.

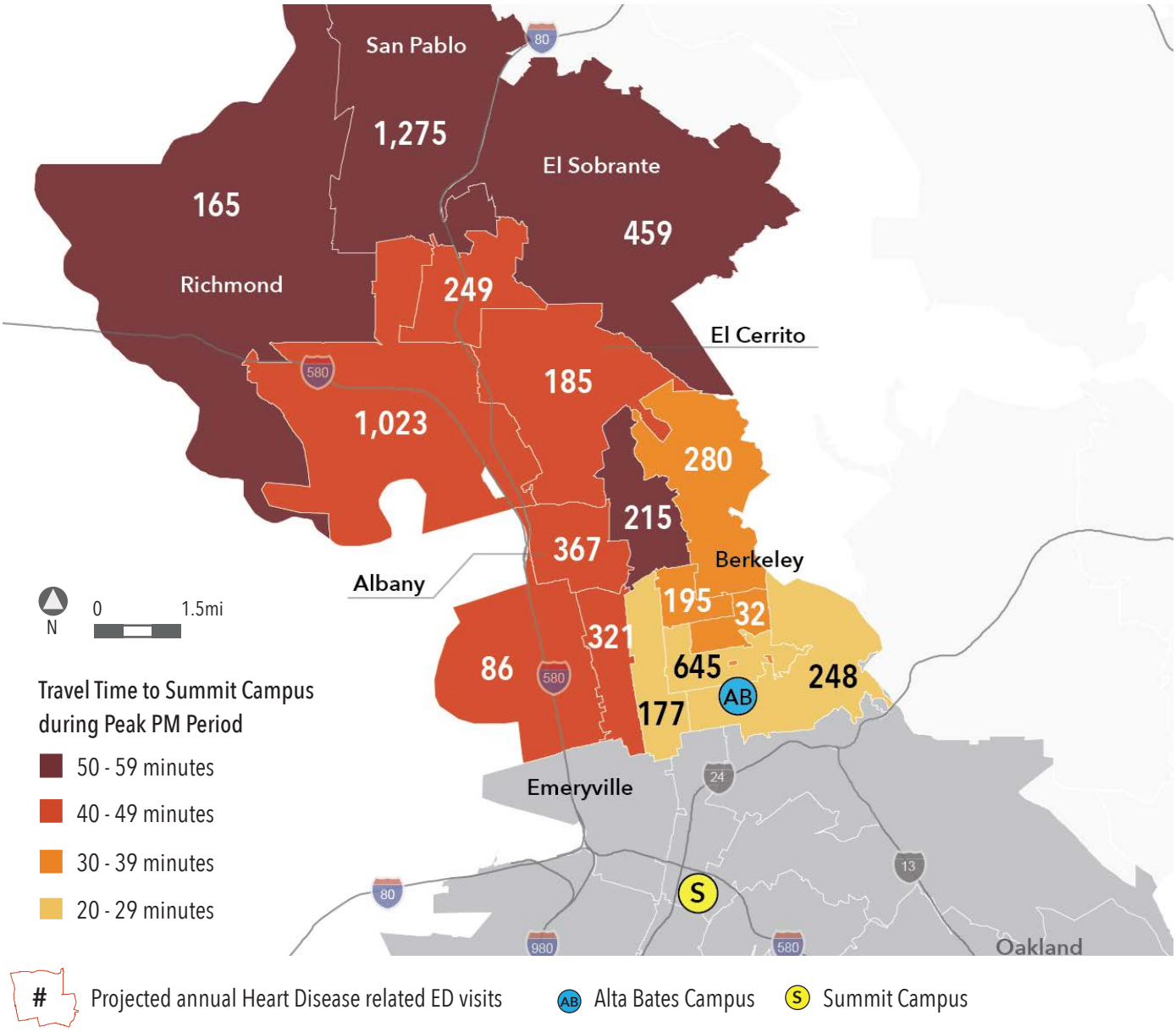
Timely transport to care is critical for a range of health emergencies, but can mean the difference between life and death for ST-segment elevation myocardial infarction (STEMI) patients (i.e., a heart attack in which an artery is blocked). Mathews et al. found that up to 40% of STEMI patients use private vehicle or non-EMS transportation to reach the hospital. While ambulance transport time is also critical, ambulances have life-saving equipment to treat a time-critical patient.

Map 11 depicts travel times via private vehicle to the Summit Campus during peak evening traffic within 10 minute increments, and projected annual emergency department visits related to heart disease. We calculated the number of estimated heart disease patients for each ZIP code by multiplying the population by the actual percent of ED visits for heart disease (from 2011). Richmond, San Pablo and El Sobrante have both the longest travel times to Summit and the largest estimated heart disease related ED visits. 13 ZIP Codes have estimated travel times greater than 30 minutes to Summit Campus, which is currently the closest STEMI receiving center in the region.

Figure 26. Travel times to Alta Bates & Summit Campuses from ZIP Codes in the HSA

		No Traffic (12am)			Traffic (8:30am)			Traffic (5:30pm)			Estimated annual Heart Disease related ED visits
City	ZIP Code	Time to AB	Time to S	Diff (S - AB)	Time to AB	Time to S	Diff (S - AB)	Time to AB	Time to S *	Diff (S - AB)	Population x % heart disease ED visit per ZIP Code (2011)
Berkeley	94702	10	12	2	18	22	4	20	40	20	321
	94703	5	10	5	10	16	6	12	22	10	177
	94704	6	12	6	9	22	13	12	26	14	645
	94705	6	14	8	8	20	12	9	24	15	248
	94706	16	10	-6	35	26	-9	28	45	17	367
	94707	16	16	0	30	35	5	30	50	20	215
	94708	20	22	2	22	28	6	22	35	13	280
	94709	12	16	4	18	30	12	18	35	17	195
	94710	10	8	-2	20	16	-4	24	40	16	86
	94720	9	20	11	10	26	16	12	30	18	32
El Cerrito	94530	20	14	-6	45	35	-10	40	45	5	185
Richmond	94801	26	22	-4	55	45	-10	45	50	5	165
	94804	18	12	-6	45	35	-10	35	45	10	1,023
	94805	18	12	-6	50	40	-10	35	45	10	249
El Sobrante	94803	26	22	-4	40	40	0	35	55	20	459
San Pablo	94806	26	22	-4	60	50	-10	45	50	5	1,275

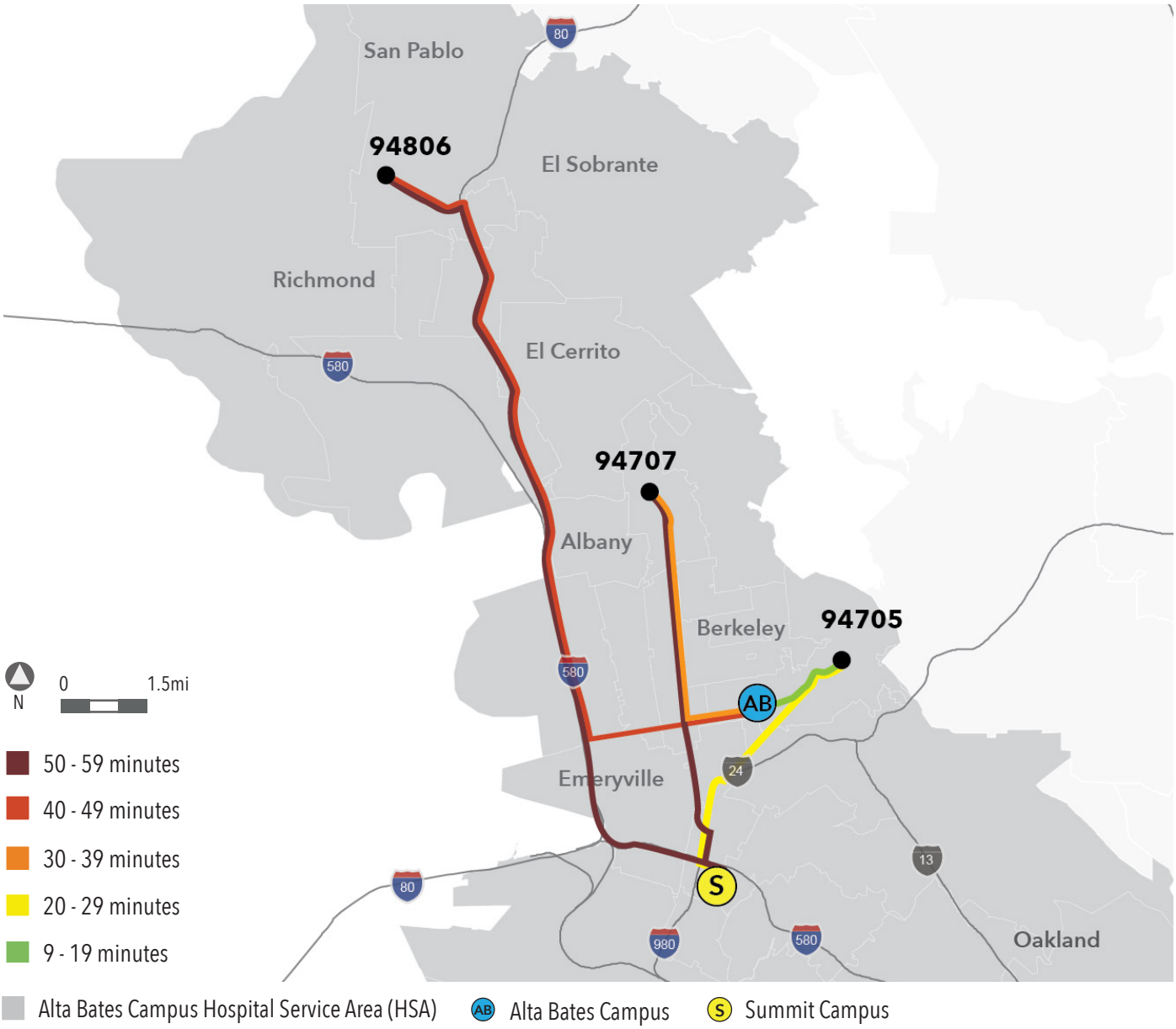
Map 11. Estimated Number of Heart Disease ED visits & Private Vehicle Travel Time for Peak Period to Summit Campus for select ZIP Codes



Map 12 depicts travel times to Summit Campus and Alta Bates Campus via private vehicle at 5:30pm for three ZIP Codes in the RHIA defined HSA. Each of these ZIP Codes experience shorter travel times to Alta Bates Campus than Summit Campus during peak evening traffic time, and one relies on heavily congested freeways including 580 and 80.

Given that **15% of households in the HSA report having no vehicle** (ACS 2012-2016), the analysis also tested travels times via public transportation (bus and BART). We did not find significant differences in travel time to Alta Bates Campus vs. Summit Campus for ZIP Codes north of Alta Bates in the HSA for public transit. Travel times via public transit averaged approximately 1 hour from West Contra Costa County to both Alta Bates and Summit campuses.

Map 12. Travel times to Alta Bates vs. Summit Campus at PM Peak Period from select ZIP Codes in the Alta Bates HSA



Impacts on Ambulance Travel Time

Though this RHIA does not include an analysis of projected ambulance travel times, we assume that emergency vehicles are likely to travel faster than private vehicles in both traffic and non-traffic conditions.

When an ED closes it can cause ambulances to travel to further, and may also result in ED crowding. **Overcrowding can cause increased ambulance time on task – the total EMS time from receiving a 9-1-1 call to arriving on scene, then arriving at the hospital, and returning to service.** That window represents time that the ambulance and associated staff cannot respond to new incoming calls, and cannot be at the Fire Department garage maintaining the vehicles or completing trainings and other tasks.

The Alameda County Emergency Medical Service (EMS) system responds to about 160,000

emergency calls annually. Under normal protocol a fire department unit and Paramedics Plus ambulance respond to emergency medical calls, however the Berkeley Fire Department EMS division owns and operates four of its own ambulances and therefore generally provides the emergency transport services in the Berkeley area. In 2014, the Berkeley Fire Department transported 5,049 patients to Alta Bates Campus, while Paramedics Plus transported less than 500 from the Berkeley area to the same campus.

Given this large volume of Berkeley EMS transports to Alta Bates Campus and findings from the general travel time analysis (Figures 22 & 23) which indicate that 5 ZIP Codes in Berkeley have increased travel times by vehicle to Summit Campus compared to Alta Bates Campus during no traffic hours, we focus the ambulance travel time analysis on the experiences of the Berkeley Fire Department, referencing data and insight provided by the Fire Captain for the City of Berkeley.

The Berkeley Fire Department transports about 7,000 patients annually to local hospitals, of which there are 14 receiving facilities throughout the county. Receiving centers are determined by matching the closest hospital with the equipment that the patient needs. For instance, if someone standing on the corner of Telegraph and Ashby has a major heart attack and is being transported by ambulance, they may be transported to Summit rather than Alta Bates Campus, since Summit is the closest ST- elevation myocardial infarction (STEMI) receiving center and can adequately address the needs of a major heart attack patient. The vast majority of all-cause City of Berkeley EMS transports are taken to Alta Bates Campus, followed by Kaiser Permanente in Richmond, and the Summit Campus in Oakland (4,576, 1,093, and 578 transports in 2016, respectively).

We assume that most of these transports were not for major heart attacks, since Alta Bates Campus is not a STEMI receiving center. Despite this, **closing the Alta Bates Campus ED may result in extra time spent transporting patients to care and decreased regional EMS capacity for ambulance transports**, which is particularly concerning for patients with conditions for which quicker transport time is related to measurable differences in health outcomes.

If Alta Bates Campus closes, the Berkeley Fire Department expects that most of the emergency transports would instead be taken to the Summit Campus in Oakland. **For the Summit Campus, the average City of Berkeley EMS time on task averages about 10-12 minutes longer than transports to Alta Bates Campus.** According to the data from Berkeley EMS, there are an average of 12.5 emergency trips made to Alta Bates Campus daily. If Alta Bates Campus were to close, the **extra time needed to transport these patients to the Summit campus instead would add up to about two hours extra of time on task in total per day.**

Without additional resources, response times to incoming emergency calls for all causes would likely increase due to the additional time on task required to transport patients to Summit and to get back to Berkeley, where they can receive another call. Assuming there are no additional ambulances in rotation to offset additional time on task for transport to Summit, patients with intermediary or high risk of mortality, including those requiring **time-sensitive interventions – such as coronary revascularization in acute myocardial infarction, fibrinolytic therapy for acute ischemic stroke, early goal directed therapy in sepsis, and trauma center care for injuries may not receive the timely response associated with a survival benefit**, and subsequently mortality rates for life threatening conditions may increase. While Alta Bates is not a critical stroke or STEMI receiving center, stroke and major heart attack patients in Berkeley will still be disproportionately impacted by the proposed closure due to the added time on task and decreased capacity of Berkeley EMS

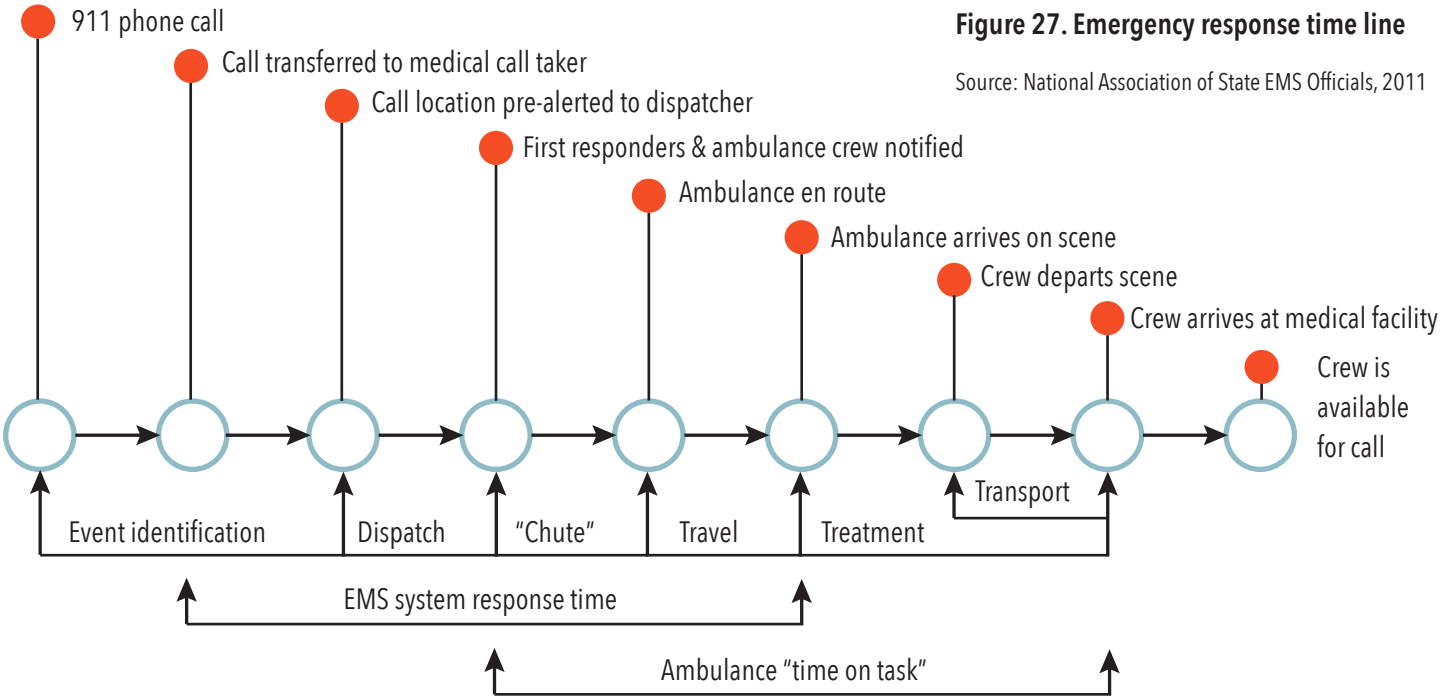


Figure 27. Emergency response time line

Source: National Association of State EMS Officials, 2011

to respond to all 9-1-1 calls. This impact may be worsened by an increase in diversion hours at Summit Campus after the proposed closure of Alta Bates Campus, which we discuss in the following section.

We find similar impacts on ambulance transports in West Contra Costa County, where the closest ED is at Kaiser-Richmond hospital, with the next closest being Alta Bates Campus, followed by Summit Campus. According to Patricia Frost, Director of Emergency Medical Services for Contra Costa County, prior to the DMC closure the Kaiser Richmond ED received about 31% of all ambulance transports, but after the closing this increased to 52%. From January 1 to March 31, 2016, 11% of the 4,692 EMS ambulance destinations in West Contra Costa County, 516 in total, went to Alta Bates Campus. **From 2014 to 2016, the Alta Bates Campus experienced a 123% increase in transports from Contra Costa County EMS, going from 2.5 trips to Alta Bates per day to nearly 5.7 trips to Alta Bates per day.**

If Alta Bates Campus closes, we would expect these patients to go to Alta Bates Summit in Oakland, which is further away from West Contra Costa County than the Alta Bates Campus. **The additional distance is likely to increase emergency service travel times and time-on-task, which would keep ambulances out of rotation longer and increase emergency response wait times for others in Contra Costa County.** In addition to increased distance to Alta Bates Summit, there could be time on task added if Alta Bates Summit is on diversion status or is not on diversion status, but is overwhelmed with a high volume of patients. Closing Alta Bates Campus will likely increase time on task for Contra Costa EMS, forcing the county to either contract out for additional ambulances or try to absorb the additional time on task, which could put lives at risk.

The 2014 Contra County Health Services report analyzing the potential impacts from the closing of the ED at Doctors Medical Center in San Pablo, noted the following impacts which are worth repeating here as they likely apply to the closing of Alta Bates' ED:

1. *American Medical Response ambulance crews will experience longer time-on-task for all*

transports going to more distant hospitals as a result of the DMC closure.

2. *In addition to possible delays in fire and ambulance response resulting from increased time on task, the West County community has raised a concern that there may be an increase in the number emergency calls. Increased 9-1-1 usage may result when patients choose to access 9-1-1 rather than private transport due to the longer driving distance and lack of familiarity with routes to other facilities.*

3. *9-1-1 ambulance traffic from the region would overwhelm Kaiser-Richmond's ED or require transporting patients to other EDs that would be further away, impacting ambulance availability within the county.*

4. *Kaiser-Richmond will experience 80 – 100 new ED patients per day on top of the 78 it already sees daily. That is an increase of at least 102 percent. While there are 12 other EDs in the region, Kaiser-Richmond will be disproportionately impacted. The reason for this is that patients typically choose the next closest ED for their ED needs, barring significant new healthcare resources in the community or an extensive public education campaign.*

Ambulance Diversion

Crowded EDs can also result in ambulance diversion, which is when ambulances are redirected to bring patients to a different ED than they would under normal conditions for timely treatment. Beyond indicating overcrowding, diversion is harmful in itself, as it increases time to definitive care and can be associated with poor outcomes for patients with certain conditions, particularly stroke and acute myocardial infarction. According to OSHPD, Alta Bates Campus had 182 hours of ambulance diversion in 2014 but only 57 hours of ambulance diversion in 2016. Sun et al. (2006) assessed the effects of nearby hospital closures on ED ambulance diversion in Los Angeles County from 1998 to 2004. They documented ambulance diversion hours due to ED saturation and found that hospital closures increased ambulance monthly diversion hours by an average of 56 hours for the first 4 months at the nearest EDs.

In 2016, both Alta Bates and Summit campuses practiced ambulance diversion for about 60 hours during the year.[3] However in 2017, Alta Bates' diversion hours decreased to 13, and Summit decreased to 29. Comparatively, Highland Hospital in Oakland had 161 hours of ambulance diversion in 2017.[4] Since Summit is already practicing diversion, there is a high likelihood that additional diversion hours would be added to the Summit ED after a closure of Alta Bates Campus.

Regional Emergency Department impacts

The San Francisco Bay Area is home to more than 80 acute care hospitals, serving a region of more than 7 million people, situated within 9 counties and 110 cities (ACS 2012-2016).[11] In Alameda and Contra Costa Counties, there is a large hospital network in place to serve the counties' more than 2.7 million residents. However, the hospitals within this network are not evenly distributed throughout the region, and this may impact where patients go for care if Alta Bates Campus is to close.

As we discuss throughout the report, the regional hospital network was recently impacted by the closure of Doctor's Medical Center (DMC) in 2015. The closure of DMC resulted in a regional gap in ED care, making Kaiser Richmond (which has limited capacity for non-Kaiser patients) the only ED besides Alta Bates Campus along the corridor from San Pablo to Berkeley. **This RHIA has found that Kaiser-Richmond experienced an increase in ED utilization since DMC closed, going from 40,065 ED visits in 2013 to 64,680 in 2017.**[4,7] According the 2016 Contra Costa EMS System Performance Report there was an approximate

12% increase in EMS responses from 2014-2016 in the county, with an average of 271 EMS responses per day (in 2016). Since 2014, there has not only been a large increase in total ambulance usage, but, as a result of the DMC closure and distance to the next closest hospitals, there has also been a large increase in ambulances originating from Richmond, San Pablo and nearby areas that travel high traffic roads and freeways to Kaiser-Richmond, Alta Bates Campus, Contra Costa Regional Medical Center in Martinez and John Muir Medical Center in Walnut Creek.

Within Alameda and Contra Costa County, only 6 hospital other than Alta Bates Campus (Summit Campus, Kaiser Richmond, Kaiser Oakland, Highland Hospital, Alameda Hospital and Children's Hospital Oakland) receive a significant (25% or more) number of patients from the RHIA defined Alta Bates Hospital Service Area (HSA), and in 2016 Alta Bates Campus was overwhelmingly the most utilized non-Kaiser hospital by residents of Berkeley, Albany, El Cerrito, Richmond and San Pablo.
Given the increasing reliance on Alta Bates Campus ED by patients from West Contra Costa County and the high utilization by Berkeley residents, it is unclear where people in the HSA will seek emergency care, both independently and by ambulance transport.

To assess the capacity of regional hospitals to absorb additional ED patients, we used the American College of Emergency Physicians (ACEP) standard of 2,000 ED visits annually per ED treatment station. Figure 24 shows the additional number of ED visits (using 2017 data) that could be absorbed by regional hospitals per year should Alta Bates Campus ED close, before exceeding the ACEP standard. If Alta Bates Campus were to close and all of the 50,414 ED patients in 2017 utilized the remaining open EDs, particularly Highland Hospital and Kaiser-Oakland, there would be capacity in the region even without an expansion of Summit Campus in Oakland. In 2017, Highland could have absorbed 48,003 visits before exceeding the ACEP standard, and Kaiser-Oakland could have absorbed 32,313 visits before exceeding the ACEP standard. However, whether or not the 50,414 patients that went to the Alta Bates Campus ED in 2017 will utilize Kaiser and/or Highland in the event of an Alta Bates Campus closure is unclear, given the disproportionate utilization of the campus (in 2017 Alta Bates Campus ED surpassed the ACEP standard by over 6,000 visits).

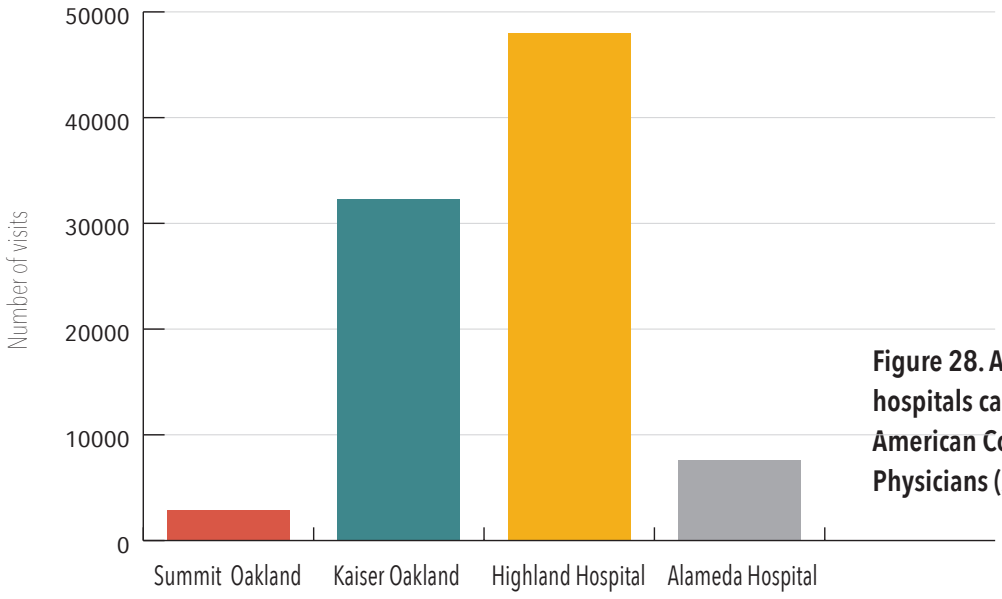


Figure 28. Additional ED visits/year hospitals can absorb before exceeding American College of Emergency Physicians (ACEP) standard, 2017.

Highland Hospital receives the majority of its patients from central and east Oakland, and in 2016 the hospital received 62% of its ED patients from 10 ZIP Codes. 8 of the 10 ZIP Codes fall within the Alta Bates Campus HSA, however just 14% of Alta Bates Campus ED patients came from those same 8 ZIP Codes.[6] Since there is currently relatively low utilization of Highland by the population primarily served by Alta Bates Campus, it is not likely that Highland will become the primary receiving center for Alta Bates Campus ED patients. It is more likely that the majority of Alta Bates Campus' current patients would choose to utilize Summit, which is already near capacity and would need to double its capacity to accommodate all of the patients that utilize Alta Bates Campus ED annually.

Figure 25 shows the relationship between the number of ED stations, total ED visits and the ACEP standard for the Alta Bates and Summit campuses. To calculate the emergency department capacity, based on the ACEP standard, the number of emergency department stations is multiplied by 2,000, which is the ACEP standard for yearly visits per emergency treatment station. In 2017, Alta Bates Campus had an ACEP defined capacity of 44,000 (22 ETS*2,000) and was over capacity by 6,424 visits. Meanwhile, Alta Bates Summit had an ACEP defined capacity of 50,000 (25 ETS*2,000) and was under capacity by 2,883 visits. **Summit Campus would need to expand their emergency treatment stations by at least 24 to accommodate the increase in patients from Alta Bates Campus.** Sutter Health has stated on their Vision 2030 website that they would increase the Alta Bates Summit Campus emergency department capacity to accommodate **90,000 visits per year. However, this would be insufficient to accommodate all Alta Bates Campus emergency department patients, should the campus close.**

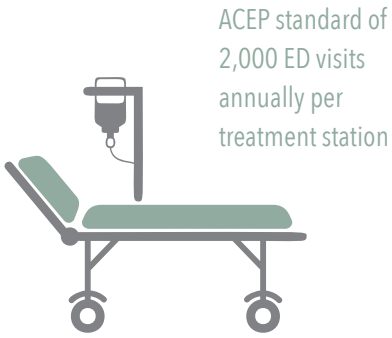


Figure 29. Alta Bates & Summit ED utilization & American College of Emergency Physicians' recommended capacity

	# ED Stations (2017)	ACEP standard (yearly visits per station)	ACEP Defined Capacity	2017 Total ED Visits	Visits that exceed capactiy (+ exceeds, - under capacity)
Alta Bates campus	22	2000	44000	50414	+6414
Summit campus	25	2000	50000	47117	-2883
Total	47		94000	97531	+3531

DISASTER EVENT IMPACTS

In this section, we estimate the potential impact of the closing of Alta Bates on emergency department capacity during two disasters, an earthquake and large fire. We base these analyses on the *HayWired Reports Volume I & II* which detail likely impacts from an earthquake on the Hayward fault line, and data from the aftermath of a 2012 fire at the Chevron refinery in Richmond, CA.

The entire Alta Bates HSA runs along the Hayward fault line, and the Working Group on California Earthquake Probabilities calculates that there is a 33-percent likelihood of a large (6.7 magnitude or greater) earthquake occurring along this fault line in the next few decades (USGS, 2018). In order to fully examine the potential impacts of a major earthquake along the Hayward fault line, the USGS, along with a number of stakeholders, created the *HayWired* scenario and resulting reports.

The HayWired scenario is one of many plausible scenarios for the region's next major earthquake. It investigates the likely impacts of a 7.0 magnitude earthquake along the Hayward fault, with an epicenter under the city of Oakland. In this scenario, the 7.0 magnitude earthquake strikes on April 18, 2018 at 4:18pm, just around the start of the week-day rush hour (USGS, 2018).

According to FEMA data, there are an estimated 837 people mortally injured, 461 life-threatening injuries, 3,007 injuries requiring a high degree of medical care, and 12,263 injuries that require medical attention and cannot be treated at home after the initial quake. In total, there are 16,568 casualties from the earthquake, 837 fatalities and 15,731 people that require medical attention. The **HayWired scenario rounds FEMA's estimates to 800 fatalities and 16,000 injured and needing medical attention.** FEMA estimates that 84% of displaced households will come from Alameda County (68%) and Contra Costa County (16%) (USGS, 2018). Using these same percentages, we estimate that those injured and needing medical attention would total to **13,440** in Alameda County and Contra Costa Counties, with **10,880 needing medical attention in Alameda County and 2,560 in Contra Costa County.**

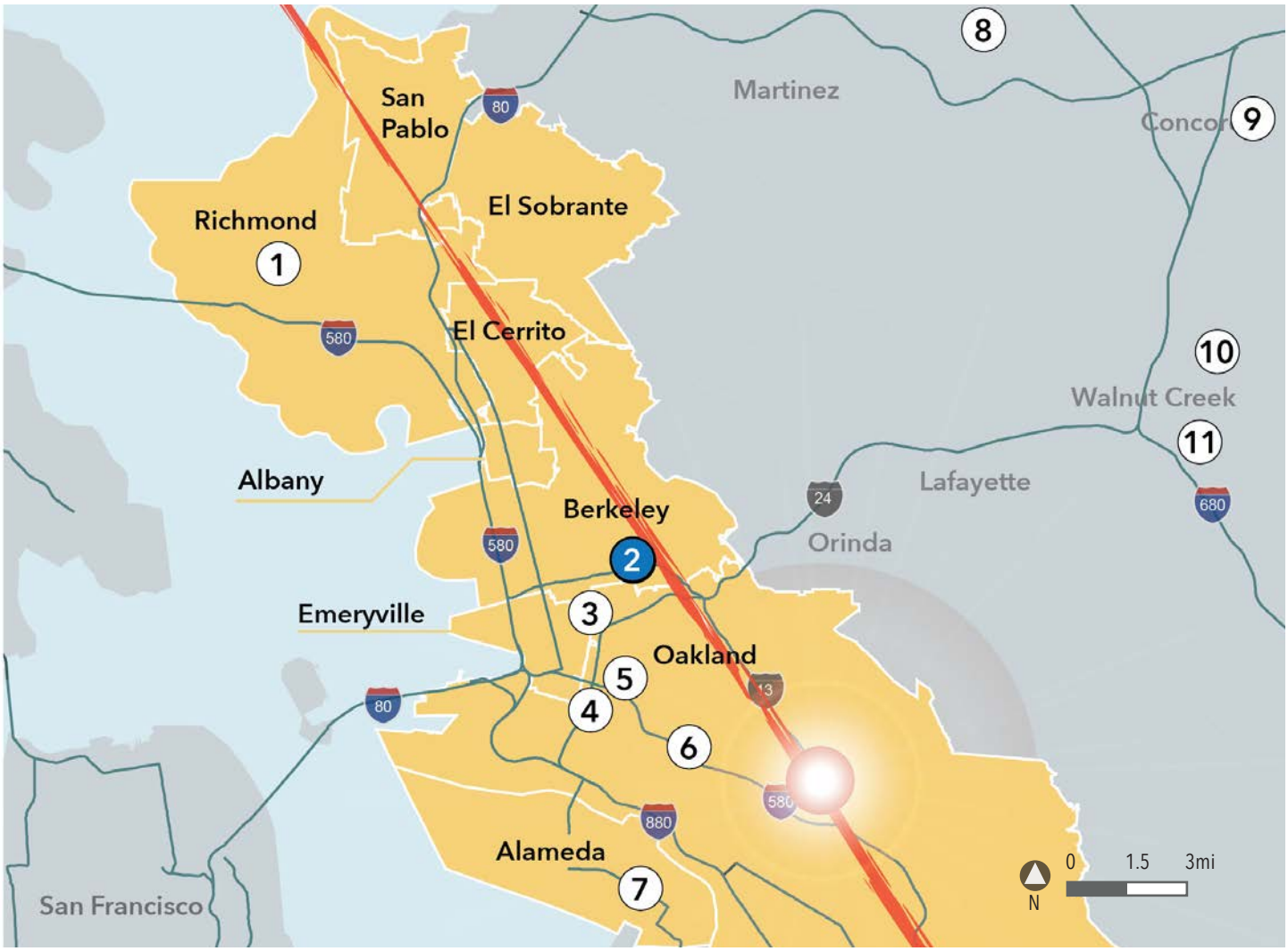
Access and time to treatment will be critical for many of the injured, and considering that the majority of the impact will be felt in Alameda County and Contra Costa County, there will be increased pressure on the existing hospital network and emergency services to respond to and treat the surge of patients in the ED. If all of the injuries that occur in Alameda County seek treatment at hospitals in Alameda County in an even manner (all hospitals are evenly impacted by the event), there would be an estimated **837 additional patients seeking treatment at each emergency department as a result of the quake.** For instance, in the event of the HayWired

Haywired Earthquake Scenario:

84% of households are displaced in Alameda and Contra Costa Counties

14,000 estimated injuries requiring medical attention from Alameda and Contra Costa Counties

$57 billion in total direct economic loss



Map 13. Earthquake along the Hayward Fault & Hospital Locations

Hayward Fault Line

Earthquake epicenter

Source: HayWired Report Volume I

scenario, Kaiser San Leandro, which addresses the highest # of ED cases/day in Alameda County, would need to serve an estimated 1,028 patients. This is a 438% increase from their daily average number of visits. If Alta Bates Campus were to close, the number of surge patients requiring ED treatment in Alameda County would increase by an additional **64 visits for each hospital in the county.**

In Contra Costa County, we estimate 2,560 injuries needing medical attention. We estimate that roughly 280 people from Contra Costa County would access emergency treatment at Alta Bates Campus. Since the Kaiser Richmond emergency department is the primary receiving center for West Contra Costa County residents, we would expect at least half of the remaining 2,280 to go to Kaiser Richmond. The Kaiser Richmond Emergency Department could be overwhelmed with an estimated 1,316 people needing treatment the day of the earthquake. If Alta Bates were to close, we estimate that Kaiser Richmond would experience an additional 282 ED patients immediately following the earthquake.

In the 1994 Northridge earthquake, a magnitude 6.7 earthquake in Los Angeles, there were over

9,000 people injured and 57 fatalities. Research conducted around the Northridge Earthquake showed that injuries increased significantly with age. 60-79 year olds were 10.9 times more likely to be injured, and people 80 and older were 34.6 times more likely than 0-19 year olds to sustain earthquake related injuries (Peek-Asa, 1998). The Northridge Earthquake highlighted that those most impacted by injuries are likely to be the aging/elderly (60+), and aging/elderly populations already experience issues of mobility, from issues related to driving restrictions, physical limitations or other cognitive/familiarity issues that inhibit their ability to access far away or unfamiliar hospitals.

Approximately 13% of the population in the Alta Bates Campus HSA are over the age of 65, with an additional 12% between 55-64. Compared to other cities in the HSA, Berkeley has a high concentration of elderly, as people over 65 make up between 20-30% of the population in three of its ZIP Codes (94705, 94707 and 94708). The ZIP Codes with the highest total number of elderly (65+) in the HSA are located in Richmond (94806), Alameda (94501) and Oakland (95611), each with over 6,500 residents over 65. These six zip codes would be particularly vulnerable to the impacts of an earthquake without Alta Bates Campus.

Though our earthquake analysis does not account for potential post-earthquake barriers to local hospitals, it is critical to note that the Summit Campus is bounded by freeways, including 580, 980 and 880. Under the Haywired scenario there is a high possibility that local freeways will be compromised and hospitals, including Summit, may not be accessible by all that need care. Concentrating ED care in fewer locations in the East Bay may compromise access to emergency medical treatment after an earthquake.

Potential Impact from Chevron Refinery Fire

On August 6, 2012, a major fire erupted at the Chevron Refinery in Richmond, CA. A Level 3 community warning and shelter in place order were immediately issued. There were no injuries or fatalities at the scene, but the emergency departments at Kaiser-Richmond and Doctors Medical Center began to receive patients that complained of respiratory problems. Emergency departments were overwhelmed and placed on diversion status. American Medical Response (AMR), a subcontractor for emergency services, requested mutual aid resources, and an ambulance staging area with one ambulance from San Ramon Valley Fire and two Paramedics Plus Units from Alameda County was established at San Pablo Town Hall. Tents were set up at both Kaiser and DMC, establishing separate areas for patients to be seen. Within the first two hours after the fire, 200 patients sought emergency treatment at DMC. On the peak day four days after the fire, regional EDs (mostly in Contra Costa County), saw 2,876 visits related to the fire, and an approximate 4,500 visited the ED over the next 3 days. **In total, the fire sent over 15,000 patients to the emergency department for 18 days following the event** (CCHS, 2012).

Figure 26 shows the regional emergency department surge pattern for ED visits related to

Chevron Fire Example:

Estimated **15,000** related emergency department visits over 2 ½ weeks

2,876 visits to emergency departments on peak day (4 days after fire occurred)

200 ED visits
within the first 2 hours after the fire

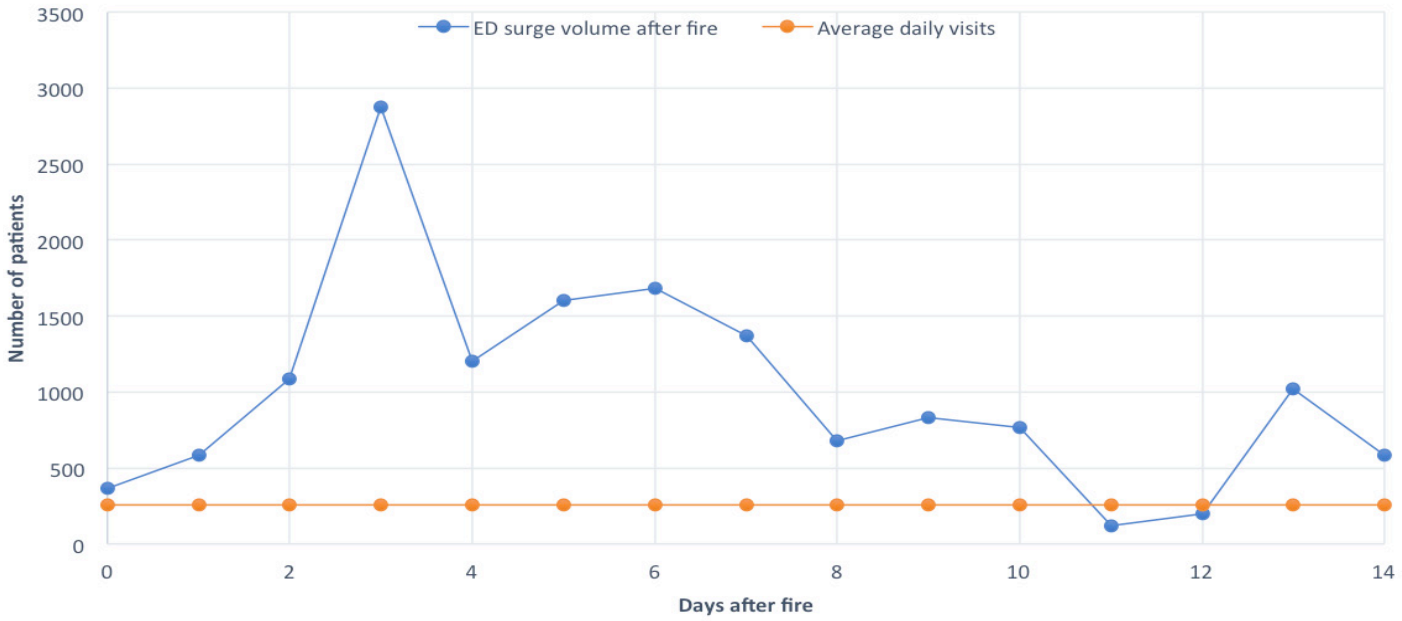
> **"The magnitude of the earthquake that's going to happen here is so significant that we really do need to have every critical facility in the best possible earthquake shape possible."**
>
> **- Nancy Skinner (NY Times Article)**

the Chevron fire in the two weeks following the incident. At the time of the fire, both DMC and Kaiser-Richmond EDs were in full operation. Before its closure, DMC had 25 emergency treatment stations, and Kaiser Richmond had 15 emergency treatment stations. Even with two hospitals receiving the surge of patients, both emergency departments were quickly overwhelmed and both hospitals did not return to normal operations until August 23rd (CCHS, 2012).

As highlighted in the Alta Bates Campus Utilization and Hospital Service Area sections above, Alta Bates Campus has seen an increase in patients from West Contra Costa County since the closure of DMC in 2015. If this scenario were to happen without the ED of Alta Bates Campus, we estimate that between 1000- 1,200 people would seek treatment at regional EDs in the first three days of the event. Kaiser Richmond would be most impacted, but it is unclear where patients from Contra Costa County and northern Alameda would seek treatment without Alta Bates Campus. We estimate that Summit and Highland Hospital, as well as urgent care facilities in Contra Costa County would need to absorb the increased ED patient load.

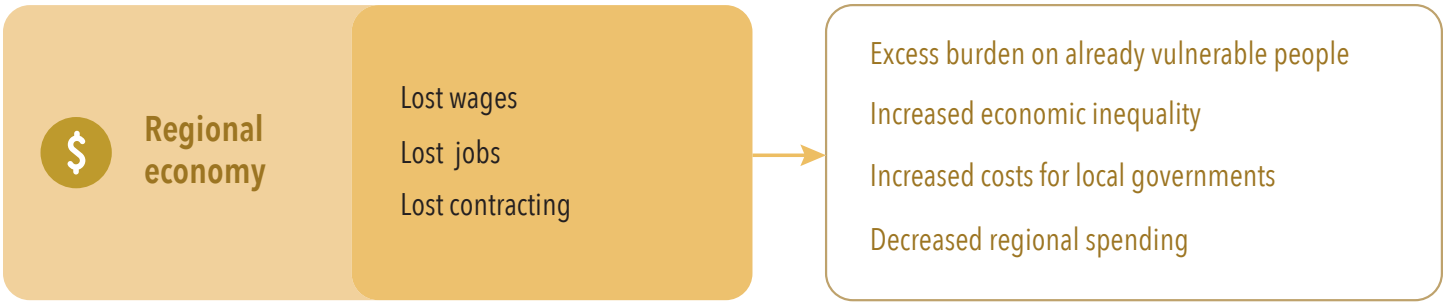
Without Alta Bates Campus, the emergency response plan to provide residents from Contra Costa County with timely care in the case of a major fire would need to be addressed. As noted above, a fire or earthquake disaster may overwhelm ED capacity and services at hospitals throughout the region, and these impacts may be critical if the Alta Bates Campus closes.

Figure 30. Emergency Department patient surge volume after Chevron refinery fire, Richmond, CA, 2012



ECONOMIC IMPACTS

Alta Bates generated over $1.9 billion in patient revenue and spent $604 million on operations and employee compensation in 2016. According to their filing with the State of CA, Alta Bates has reduced their overall spending by over $81 million since 2012. The closing of Alta Bates will adversely impact the local economy but the extent of the impact will depend on the nature of replacement services, hiring and contracting at the Summit campus.



Hospitals such as Alta Bates Campus are major generators of economic activity. As a result, closure of a hospital can not only impact those employed there but the local and regional economy. In 2016, Alta Bates Campus reported earning almost $1.9 billion in revenue for providing care to patients, with billing including Medicare (35% of total revenue), Medi-Cal (26%), and private insurance providers (38%).[2] Though Alta Bates Campus earned almost $1.9 billion in revenue, with spending, adjustments and other deductions, their net income was approximately $19 million in 2016.

Much Alta Bates Campus' revenue is subsequently spent on hospital clinical and nonclinical operations. In 2016, Alta Bates Campus reported spending a total of $604 million on operations. Of this, $284 million was spent on direct expenses, which includes purchases of supplies and equipment, leases and rents, and purchased services such as parking and security.[2]

Of the $604 million spent on operations, the other $320 million was spent on employee compensation. Aside from high-skilled and high-paying staff such as physicians, surgeons, and nurses, Alta Bates Campus is also a major source of low-skilled jobs. According to SEIU-UHW, the hospital directly employed 280 people in low-skilled, lower-paid jobs in 2015 (Rauber, 2014). These positions include clerks, patient aides, food service and custodial staff, nursing assistants, and technical support staff. With average hourly wages between $20 and $24 per hour, these lower paid positions nonetheless offer generally higher wages when compared with similar jobs in different settings.

In line with their announced plan to systematically shut down service lines and transfer them to Summit campus, Alta Bates Campus has already reported significant decreases in spending for certain service lines. Cardiac Services saw a 68% reduction, with spending going from almost $4.4 million in 2012 to less than $1.4 million in 2016. Radiology Services - for both diagnostic and therapeutic purposes - had a decrease of 57% or over $19 million over the same time period. Adolescents service lines showed no spending by 2016.[1,2]

According to their financial disclosures, Alta Bates has even started to reduce spending in their birthing center. Between 2012 to 2016, Labor and Delivery Services saw an almost 23%, or $7 million reduction in spending, while spending on Neonatal Intensive Care fell almost 35% over this same time period.[1]

Impact	Magnitude
Low wage workers	165 workers already laid off since 2012
Community benefits	Potential reduction of $91 million in charity care
Local economic activity	Potential loss of $1.5B annually in local economic activity

Alta Bates as an Economic Base Multiplier

Alta Bates Campus, like all hospitals, has a large impact on the regional economy. Hospitals draw in billions of dollars in revenue from medical reimbursements. These reimbursements come overwhelmingly from outside the region: Medicare brings in federal dollars; Medi-Cal brings in a combinations of federal and state dollars; and private insurance brings in money from corporations based across the country. With this continuous source of revenue, hospitals like Alta Bates Campus typically spend overwhelmingly within the metropolitan area or its surrounding region. In fact, economists estimate that an average urban hospital spends at least 80% of its patient revenue within the metropolitan area (Erickson et at., 1986).

The nature of hospital operations necessitates that Alta Bates Campus contracts with local companies for everything from medical supplies and equipment to food for its patients, staff, and visitors. They must also contract with local companies for purchased services such as laundry, parking, and security. Alta Bates Campus also contributes to the regional economy by employing hundreds of staff. If not through direct employment, Alta Bates supports dozens of jobs through its purchasing of services.

As a nonprofit hospital, Alta Bates Campus is required by law to reinvest any surplus revenue back into the community in the form of community benefit programs. **According to its Community Benefit Plan, Alta Bates spent over $97 million in 2016 for community benefit programs, activities, and initiatives. The vast majority of this community benefit--over $91 million**--comes in the form of charity care, providing free medical services for those without coverage and unable to afford the cost of their care (Sutter Health, 2016). The rest is spent funding various public health programs such as asthma and diabetes resource centers, neighborhood revitalization programs, and youth outreach and career development services.

As a result, Alta Bates Campus acts as what economists call an *economic base multiplier*. That is, the hospital generates significantly higher

$1.9 billion in patient revenue generated in 2016

23% reduction in spending on Labor & Delivery Services from 2012-16

35% reduction in spending on Neonatal Intensive Care from 2012-16

165 lower wage workers already laid off by Alta Bates since 2012

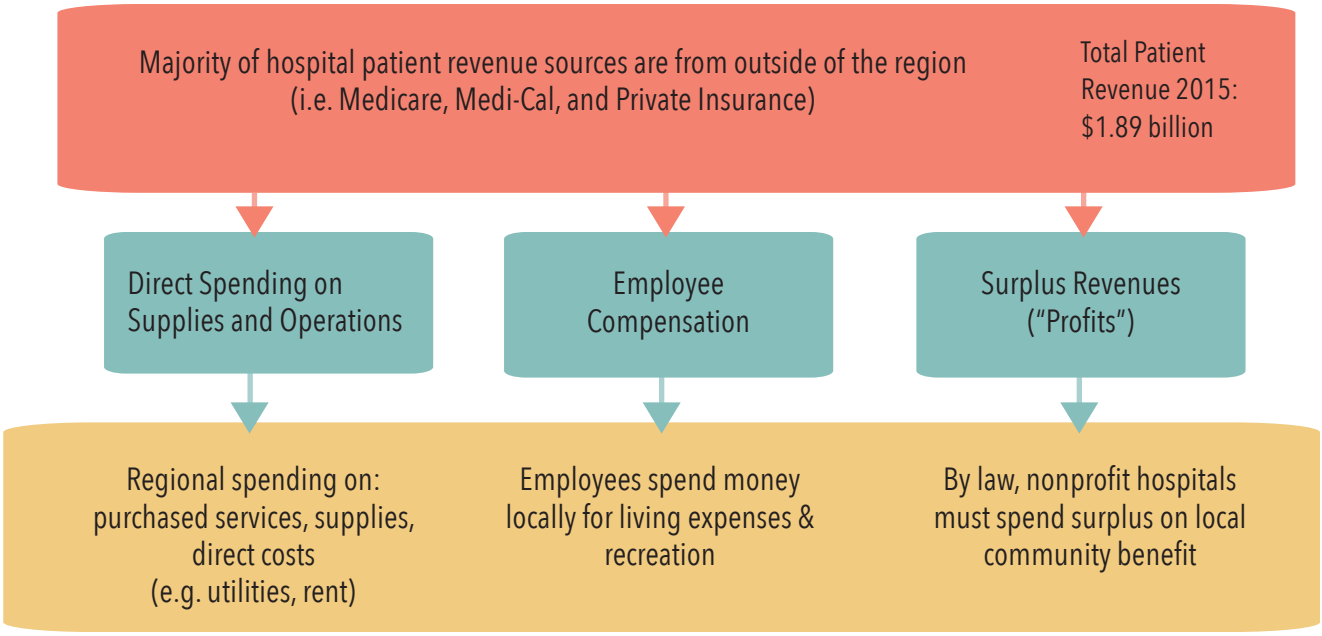


Figure 31. How hospitals contribute to regional Economies

downstream economic output in proportion to its revenue. A number of studies highlighted this economic base multiplier effect on urban hospitals in Pittsburgh, PA, Syracuse, NY, and Minneapolis, MN. These studies found that the multiplier ranged from 2.63 to 2.69, meaning that **every dollar that a hospital earns in patient revenue generates between $2.63 and $2.69 in economic activity for the surrounding region** (Moore, 1974 & Doeksen et al., 1997).

We used the economic-multiplier idea and conservative assumptions to estimate the hospital's likely contributions to the local economy. **Given that in 2016 Alta Bates Campus spent $604 million, we estimate that the hospital is likely responsible for generating approximately $1.5 billion in economic activity for the Bay Area.**

The economic impacts from the closing of Alta Bates Campus will likely also include loss of low wage jobs. These workers may lose income and experience other hardships. Skilled workers, such as physicians and nurses will either be relocated to Summit, find work elsewhere, loose their jobs, or leave the region to find work elsewhere. If skilled nurses leave, the region's health care facilities may experience an increase in the nursing shortage.

There is little doubt that Alta Bates Campus provides economic benefits to the local and regional economy. The exact adverse impacts from the closing are difficult to estimate, but our review of OSHPD data suggests that close to $1.5 billion in local economic activity could be lost.

APPENDICES

A. Acknowledgments, Reviewers & Interviewees

Alta Bates Regional Task Force, Members

Andy Katz, Alta Bates Regional Task Force Member

Anna Harte MD, Medical Director, UC Berkeley University Health Services

Mary Kay Lacey, Bateman Neighborhood Association

Bahar Navab, Associate Director, University Health Services

Carolyn Bowden, Community Organizer, California Nurses Association

Claudia Covello, Assistant Vice Chancellor, University of California, Berkeley Student Affairs & Executive Director, University Health Services

Community Health Commission, City of Berkeley

Cynthia Frankel, EMS Coordinator, Alameda County Emergency Medical Services

Daniel Caraco, Alta Bates Regional Task Force

David McPartland, EMS Captain, Berkeley Fire Department

Declan Walsh, Research Analyst, SEIU-UHW West

Dominic Chan, California Nurses Association

Gabriel Quinto, Mayor, City of El Cerrito

Jacquelyn McCormick, Senior Advisor to the Mayor, City of Berkeley

Jesse Arreguin, Mayor, City of Berkeley

Patrick Richards, Associate Director, Business and Finance at University of California, Berkeley

Rochelle Pardue-Okimoto, Mayor Pro Tem, El Cerrito

Scott Donahue, Council member, City of Emeryville

B. HSA Calculation & Discharges by ZIP Code

Calculation Description	Calculation	Notes
AB HSA	AB CHNA zip codes + non-CHNA zip codes sending highest numbers of patients to AB = approximately 75% of AB patients	See Table 1 below for more information
Surge Event Injuries Alameda County Estimate	(16,000 Haywired estimated injured)*(estimate of 68% of displaced households coming from Alameda County)= 10,880 estimated injuries in Alameda County	Assumes that the percentage of displaced households is equivalent to the percentage of injuries occurring in Alameda County
Economic Loss Estimate	$2.5 (economic base multiplier)*($1.9 billion in patient revenue in 2016)= $4,750,000,000	Economic base multiplier = $2.5 per every dollar in patient revenue

Zip Code	2016 # Patient Discharges from Alta Bates Campus
94613	10
94720	276
94612	866
94619	875
94618	972
94610	992
94602	1,106
94709	1,130
94708	1,186
94603	1,194
94606	1,215
94707	1,230
94710	1,295
94607	1,297
94621	1,579
94611	1,629
94605	1,751
94609	1,855
94705	1,992
94601	2,241
94704	2,394
94608	2,754
94702	2,922
94703	3,035
Total CHNA patient discharges	35796

94805	822
94803	1,145
94501	1,431
94801	1,557
94706	1,737
94530	2,156
94804	2,764
94806	3,134
Total non-CHNA zip code patient discharges (approximately 75% of all ABC patient discharges)	14746

C. Acute Care Hospitals in Alameda County and Contra Costa County with Basic or Comprehensive EDs

Hospital	County	2016 ED Visits/Beds (AMA benchmark is 2000 visits/Emergency Treatment Station (ETS)	2017 ED Visits/Beds (AMA benchmark is 2000 visits/Emergency Treatment Station (ETS)
Alta Bates Berkeley	Alameda County	1836 visits/ETS (25 ETS)	2292 visits/ETS (22 ETS)
Alta Bates Summit	Alameda County	1481 visits/ETS (32 ETS)	1885 visits/ETS (25 ETS)
Highland Hospital	Alameda County	1211 visits/ETS (57 ETS)	1158 visits/ETS (57ETS)
Kaiser Oakland	Alameda County	1289 visits/ETS (48 ETS)	1327 visits/ETS (48 ETS)
Kaiser Fremont	Alameda County	2347 visits/ETS (16 ETS)	2452 visits/ETS (16 ETS)
Kaiser San Leandro	Alameda County	1645 visits/ETS (40 ETS)	1739 visits/ETS (40 ETS)
Alameda Hospital	Alameda County	1404 visits/ETS (12 ETS)	1369 visits/ETS (12 ETS)
St. Rose Hospital	Alameda County	2037 visits/ETS (17 ETS)	2134 visits/ETS (17 ETS)
CHORI	Alameda County	1289 visits/ETS (37 ETS)	1261 visits/ETS (37 ETS)
San Leandro Hospital	Alameda County	2739 visits/ETS (12 ETS)	2,851 visits/ETS (12 ETS)
Washington Hospital Fremont	Alameda County	2236 visits/ETS (23 ETS)	2168 visits/ETS (23 ETS)
Eden Medical Center	Alameda County	2097 visits/ETS (22 ETS)	1943 visits/ETS (22 ETS)
Stanford ValleyCare	Alameda County	1768 visits/ETS (18 ETS)	1886 visits/ETS (18 ETS)
Contra Costa Regional Medical Center (CCRMC)	Contra Costa County	2122 visits/ETS (20 ETS)	1499 visits/ETS (26 ETS)
Kaiser Richmond	Contra Costa County	2256 visits/ETS (28 ETS)	2310 visits/ETS (28 ETS)
Kaiser Antioch	Contra Costa County	1588 visits/ETS (36 ETS)	1699 visits/ETS (36 ETS)
Kaiser Walnut Creek	Contra Costa County	1183 visits/ETS (52 ETS)	1224 visits/ETS (52 ETS)
John Muir Concord	Contra Costa County	1876 visits/ETS (32 ETS)	1858 visits/ETS (32 ETS)
John Muir Walnut Creek	Contra Costa County	1206 visits/ETS (44 ETS)	1262 visits/ETS (44 ETS)
Sutter Delta Antioch	Contra Costa County	1906 visits/ETS (32 ETS)	1835 visits/ETS (32 ETS)
San Ramon Regional Medical Center	Contra Costa County	1526 visits/ETS (12 ETS)	1578 visits/ETS (12 ETS)

REFERENCES

OSHPD Data Sets

RHIA Reference #	Report or Data Set Source	Data Set Description	URL	Data Used in HIA	Data Location
1	Annual Financial Disclosures Report 2012	Hospitals and long-term care (LTC) facilities report detailed annual facility-level data on services capacity, inpatient/outpatient utilization, patients, revenues and expenses by type and payer, balance sheet and income statement.	https://siera.oshpd.ca.gov/FinancialDisclosure.aspx	Total Patient Revenue	Page 12
				Clinical Operations	Page 17
				Nonclinical Operations	Page 18
2	Annual Financial Disclosures Report 2016	See above	https://siera.oshpd.ca.gov/FinancialDisclosure.aspx	Total Patient Revenue	Page 12
				Clinical Operations	Page 17
				Nonclinical Operations	Page 18
3	Hospital Annual Utilization Data 2016 (including ALIRTS)	Contains basic licensing information including bed classifications; patient demographics including occupancy rates, the number of discharges and patient days by bed classification, and the number of live births; as well as information on the type of services provided.	https://www.oshpd.ca.gov/HID/Hospital-Utilization.html#Pivot	Overview of capacity and services offered	Pivot Table
4	Hospital Annual Utilization Data 2017 (including ALIRTS)	See above	https://www.oshpd.ca.gov/HID/Hospital-Utilization.html#Pivot	Overview of capacity and services offered	Pivot Table
5	Patient Origin and Market Share Reports 2012-2013	ZIP Code of residence for all ED visits and hospitalizations	https://www.oshpd.ca.gov/HID/POMS-Report.html#Pivot		Pivot Table

6	Patient Origin and Market Share Reports 2016 - 2017	See above	https://www.oshpd.ca.gov/HID/POMS-Report.html#Pivot		Pivot Table
7	Facility Summary Reports 2013	Patient level data are reported through the Medical Information Reporting for California (MIRCal) system. These reports display a numerical and percentage breakdown of patient level data. These Summary Reports combine report periods into an annual view of a facility's Hospital Inpatient (IP), Emergency Department (ED), or Ambulatory Surgery (AS) patient level data.	https://www.oshpd.ca.gov/HID/Facility-Summary-Reports.html	Patient Payer Mix Emergency Department Ambulatory Services Inpatient services	Downloadable Report
8	Facility Summary Reports 2016	See above	https://www.oshpd.ca.gov/HID/Facility-Summary-Reports.html	Patient Payer Mix Emergency Department Ambulatory Services Inpatient services	Downloadable Report
9	Seismic Compliance Unit: Seismic Performance Ratings	Description of the seismic performance (SPC) rating criteria	https://www.oshpd.ca.gov/FDD/seismic_compliance/SB1953/SeisPerfRatings.html	Definitions of SPC + MPC ratings	Web page
10	California Hospital and Skilled Nursing Facility Data 2018	This page presents information for California hospitals and skilled nursing facilities such as site plans (also called "keyplans"), building numbers, SPC/NPC ratings and various links associated with the facility. Links to the OSHPD Report Center for open, closed, and old projects are included.	https://www.oshpd.ca.gov/FDD/Forms/Keyplans/index.html	Building Site Plans + SPC Ratings of Buildings Open Projects	Web page
11	General Facility Listing 2017	All California hospital facilities in 2017	https://www.oshpd.ca.gov/HID/Facility-Listing.html	Acute care hospitals in region	

General References

Ahmedani, B. K., Simon, G. E., Stewart, C., Beck, A., Waitzfelder, B. E., Rossom, R., ... & Operskalski, B. H. (2014). Health care contacts in the year before suicide death. Journal of general internal medicine, 29(6), 870-877.

Alameda County Data Sharing Initiative. (2014). Paramedics Plus Response Time. https://data.acgov.org/Public- Safety/Paramedic-Plus-Response-Time/9yek-274s/about. Accessed November 2017.

Associates in Process Improvement. Alameda County Emergency Medical Services Quality Improvement Program Plan 2017. http://www.acphd.org/media/476290/2016%20alameda%20county%20ems%20system%20quality%20improvement%20plan.pdf. Published September 21, 2017.

Betz, M. E., Wintersteen, M., Boudreaux, E. D., Brown, G., Capoccia, L., Currier, G., ... & Moutier, C. (2016). Reducing suicide risk: challenges and opportunities in the emergency department. Annals of emergency medicine, 68(6), 758-765.

Berlin, C., Panczak, R., Hasler, R., Zwahlen, M. Do acute myocardial infarction and stroke mortality vary by distance to hospitals in Switzerland? Results from the Swiss National Cohort Study. (2016) BMJ Open, 6 (11), art. no. e013090.

Berkeley City College. (2018). About BCC Home. Retrieved from Berkeley City College website: http://www.berkeleycitycollege.edu/wp/about-bcc/

Bindman, A. B., Keane, D., & Lurie, N. (1990). A public hospital closes: impact on patients' access to care and health status. Jama, 264(22), 2899-2904.

Buchmueller, T. C., Jacobson, M., & Wold, C. (2006). How far to the hospital?: The effect of hospital closures on access to care. Journal of health economics, 25(4), 740-761.

Cal Hospital Compare. (2018). Compare Hospitals. Retrieved from Cal Hospital Compare website: http://calhospitalcompare.org/find-hospitals/?q=alta+bates+

California Department of Health Care Services. (2018). Do You Qualify? | Medi-Cal Eligibility. Retrieved from http://www.dhcs.ca.gov/services/medi-cal/Pages/DoYouQualifyForMedi-Cal.aspx

California Health Care Foundation. (2006). Overuse of Emergency Departments Among Insured Californians. Retrieved from California Health Care Foundation website: https://www.chcf.org/wp-content/uploads/2017/12/PDF-EDOveruse.pdf

California Health Care Foundation. (2008). Beds for Boomers: Will Hospitals Have Enough? Report. Retrieved from the California Healthcare Foundation website: https://www.chcf.org/wp-content/uploads/2017/12/PDF-SnapshotBedsBoomers.pdf

California Health Care Foundation. (2014). A Tale of Two Births. Adapted from: https://www.chcf.org/publication/a-tale-of-two-births-high-and-low-performing-hospitals-on-maternity-measures-in-california/.

California Office of Statewide Health Planning and Development (OSHPD). (2018). Data and Reports. Retrieved from: https://www.oshpd.ca.gov/HID/.

City of Berkeley, Department of Health, Housing

and Community Service, Public Health Division. (2013). Health Status Report 2013. Report. Retrieved from City of Berkeley website: https://www.cityofberkeley.info/Health_Human_Services/Public_Health/2013_Health_Status_Report.aspx

City of Berkeley Health Commission. (2017). Report to the Berkeley City Council: Health Impact Assessment of the Proposed Closure of Alta Bates. Retrieved from City of Berkeley website: https://www.cityofberkeley.info/Clerk/City_Council/2017/10_Oct/Documents/2017-10-03_Item_11_Health_Impact_Assessment_of_the_Proposed_Closure_of_Alta_Bates.aspx. Published July 25, 2017.

Community Commons. (2018). Accessed from: https://www.communitycommons.org/

Contra Costa College. (2018). About Contra Costa College. Retrieved from Contra Costa College website: https://www.contracosta.edu/about/

Chen, B. K., Cheng, X., Bennett, K., & Hibbert, J. (2015). Travel distances, socioeconomic characteristics, and health disparities in nonurgent and frequent use of hospital emergency departments in South Carolina: a population-based observational study. BMC health services research, 15(1), 203.

Contra Costa Emergency Medical Services Agency. (2014). Impact Evaluation Report: Doctors Medical Center San Pablo Potential Closure of Emergency Services. Retrieved from: https://cchealth.org/dmc/

Contra Costa Health Services. (2012). Chevron Richmond Refinery Fire of August 6, 2012: After Action Report Based on Medical/Health Debriefing Conducted September 10, 2012. Retrieved from: https://cchealth.org/special/richmond-refinery-response.php

Contra Costa Health Services. (2010). Community Health Indicators for Contra Costa County. Retrieved from Contra Costa Health Services website: https://cchealth.org/health-data/hospital-council/

Contra Costa Health Services. (2017). 2016 Contra Costa EMS System Performance Report. Retrieved from Contra Costa Health Services website: https://cchealth.org/ems/pdf/annual-report-2016.pdf

Countouris, M., Gilmore, S., & Yonas, M. (2014). Exploring the impact of a community hospital closure on older adults: A focus group study. Health & place, 26, 143-148.

Crandall, M., Sharp, D., Wei, X., Nathens, A., & Hsia, R. Y. (2016). Effects of closure of an urban level I trauma centre on adjacent hospitals and local injury mortality: a retrospective, observational study. BMJ open, 6(5), e011700.

Diaz, H., Ainsworth, D., & Schmidtlein, M. (2016). Community Health Needs Assessment of the Alta Bates Summit Medical Center Service Area: Three Campuses. Retrieved from Sutter Health Alta Bates Medical Center website: http://www.altabatessummit.org/about/communitybenefit/community-assessment.html

Doeksen, G. A., Johnson, T. G., & Willoughby, C. (1997). Measuring the economic importance of the health sector on a local economy: A brief literature review and procedures to measure local impacts. Starkville, MS: Southern Rural Development Center.

Erickson, R. A., Gavin, N. I., & Cordes, S. M. (1986). The economic impacts of the hospital sector. Growth and Change, 17(1), 17-27.

Fishman, J., McLafferty, S., & Galanter, W. (2018). Does Spatial Access to Primary Care

Affect Emergency Department Utilization for Nonemergent Conditions?. Health services research, 53(1), 489-508.

Healthy Policy Alternatives. (2015). Review of the Evidence on the Use of the Emergency Department by Medicaid Patients and the Evolving Role of Emergency Medicine Physicians. White Paper. Retrieved from American College of Emergency Physicians website: newsroom.acep.org/download/HPA+Medicaid+White+Paper_March+18+2015.pdf

Hsia, R. Y. J., & Shen, Y. C. (2011). Rising closures of hospital trauma centers disproportionately burden vulnerable populations. Health affairs, 30(10), 1912-1920.

Hsia, R. Y., Kanzaria, H. K., Srebotnjak, T., Maselli, J., McCulloch, C., & Auerbach, A. D. (2012). Is emergency department closure resulting in increased distance to the nearest emergency department associated with increased inpatient mortality?. Annals of emergency medicine, 60(6), 707-715.

Hsia, R. Y., Brownell, J., Wilson, S., Gordon, N., & Baker, L. C. (2013). Trends in adult emergency department visits in California by insurance status, 2005-2010. Jama, 310(11), 1181-1183.

Hsia, R. Y., Srebotnjak, T., Maselli, J., Crandall, M., McCulloch, C., & Kellermann, A. L. (2014). The association of trauma center closures with increased inpatient mortality for injured patients. The journal of trauma and acute care surgery, 76(4), 1048.

Horwitz, L. I., Green, J., & Bradley, E. H. (2010). US emergency department performance on wait time and length of visit. Annals of emergency medicine, 55(2), 133-141.

Johnson, P. J., Ghildayal, N., Ward, A. C., Westgard, B. C., Boland, L. L., & Hokanson, J. S. (2012). Disparities in potentially avoidable emergency department (ED) care: ED visits for ambulatory care sensitive conditions. Medical care, 1020-1028.

Joynt, K. E., Chatterjee, P., Orav, E. J., & Jha, A. K. (2015). Hospital closures had no measurable impact on local hospitalization rates or mortality rates, 2003–11. Health Affairs, 34(5), 765-772.

Karaca, Z., Wong, H., & Mutter, R. (2013). Characteristics of homeless and non-homeless individuals using inpatient and emergency department services, 2008. Health cost Util Proj, 158, 1-14.

Kaiser Foundation Hospital. 2013 Community Health Needs Assessment. Report. Retrieved from Kaiser Permanente website: https://share.kaiserpermanente.org/article/community-health-needs-assessments-2013/

Kaiser Foundation Hospital. 2016 Community Health Needs Assessment. Report. Retrieved from Kaiser Permanente website: https://share.kaiserpermanente.org/wp-content/uploads/2016/12/KFH-LA-CHNA-Final-5.23.16.pdf

Ko, M., Needleman, J., Derose, K. P., Laugesen, M. J., & Ponce, N. A. (2014). Residential segregation and the survival of US urban public hospitals. Medical Care Research and Review, 71(3), 243-260.

Kushel, M. B., Perry, S., Bangsberg, D., Clark, R., & Moss, A. R. (2002). Emergency department use among the homeless and marginally housed: results from a community-based study. American journal of public health, 92(5), 778-784.

Larkin, G.L. and Beautrais, A.L. Emergency departments are underutilized sites for suicide

prevention. Crisis. 2010; 31: 1–6. DOI: https://doi.org/10.1027/0227-5910/a000001.

Lee, D. C., Carr, B. G., Smith, T. E., Tran, V. C., Polsky, D., & Branas, C. C. (2015). The impact of hospital closures and hospital and population characteristics on increasing emergency department volume: A geographic analysis. Population health management, 18(6), 459-466.

Liu, C., Srebotnjak, T., Hsia, R.Y. California emergency department closures are associated with increased inpatient mortality at nearby hospitals (2014) Health Affairs, 33 (8), pp. 1323-1329. Cited 7 times.

Lorch, S. A., Srinivas, S. K., Ahlberg, C., & Small, D. S. (2013). The impact of obstetric unit closures on maternal and infant pregnancy outcomes. Health services research, 48(2pt1), 455-475.

Mathews, R., Peterson, E. D., Li, S., Roe, M. T., Glickman, S. W., Wiviott, S. D., ... & Wang, T. Y. (2011). Use of emergency medical service transport among patients with st-segment–elevation myocardial infarction: findings from the national cardiovascular data registry acute coronary treatment intervention outcomes network registry–get with the guidelines. Circulation, CIRCULATIONAHA-110.

McKillip, J., Courtney, C. L., Locasso, R., Eckert, P., & Holly, F. (1990). College students' use of emergency medical services. Journal of American College Health, 38(6), 289-292. http://dx.doi.org/10.1080/07448481.1990.9936202

Miller, I. W., Camargo, C. A., Arias, S. A., Sullivan, A. F., Allen, M. H., Goldstein, A. B., . . . Boudreaux, E. D. (2017). Suicide prevention in an emergency department population: The ED Safe study. JAMA Psychiatry, 74(6), 563–570.

Moore, B. J., Stocks, C., & Owens, P. L. (2017). Trends in emergency department visits, 2006–2014. Rockville, MD: Agency for Healthcare Research and Quality.

Moore, C. L. (1974). The impact of public institutions on regional income; upstate medical center as a case in point. Economic Geography, 50(2), 124-129.

National Association of State EMS Officials. (2011). 2011 National EMS Assessment https://www.nasemso.org/documents/National_EMS_Assessment_Final_Draft_12202011.pdf

Nicholl, J., West, J., Goodacre, S., & Turner, J. (2007). The relationship between distance to hospital and patient mortality in emergencies: an observational study. Emergency Medicine Journal, 24(9), 665-668.

OSHPD. (2018). Quick Notes: New Approved Regulations - 2019. Memo. Retrieved from the OSHPD website: https://oshpd.ca.gov/wp-content/uploads/2018/06/MIRCal_QuickNotesV49.pdf

Peek-Asa, C. "Fatal and Hospitalized Injuries Resulting from the 1994 Northridge Earthquake." International Journal of Epidemiology 27, no. 3 (June 1, 1998): 459–65. https://doi.org/10.1093/ije/27.3.459.

Pines, J. M., Pollack Jr, C. V., Diercks, D. B., Chang, A. M., Shofer, F. S., & Hollander, J. E. (2009). The association between emergency department crowding and adverse cardiovascular outcomes in patients with chest pain. Academic Emergency Medicine, 16(7), 617-625.

Public Policy Institute of California. (2015). Planning for California's Growing Senior Population? Report. Retrieved from the Public Policy Institute of California website: http://www.ppic.org/publication/planning-for-californias-growing-senior-population/

Rauber C. Alta Bates Summit to slash 358 positions. San Francisco Business Times. January 7, 2014. Accessed March 30, 2018.

Runyan, C. W., Brooks-Russell, A., Tung, G., Brandspigel, S., Betz, M. E., Novins, D. K., & Agans, R. (2017). Hospital emergency department lethal means counseling for suicidal patients. American Journal of Preventive Medicine. Advance online publication.

Sager, A. (2013). Presentation. Causes and Consequences of Urban Hospital Closings and Reconfigurations, 1936-2010. Retrieved from the Boston University website: http://www.bu.edu/sph/files/2015/05/Sager-Causes-and-Consequences-of-Urban-Hospital-Closings-1936-2010-revised-final-version-21.pdf

Shen, Y.-C., Hsia, R.Y. Association between Emergency Department Closure and Treatment, Access, and Health Outcomes among Patients with Acute Myocardial Infarction (2016) Circulation, 134 (20), pp. 1595-1597.

Shen, Y. C., & Hsia, R. Y. (2016). Geographical Distribution of Emergency Department Closures and Consequences on Heart Attack Patients (No. w22861). National Bureau of Economic Research.

Sun, B. C., Mohanty, S. A., Weiss, R., Tadeo, R., Hasbrouck, M., Koenig, W., ... & Asch, S. (2006). Effects of hospital closures and hospital characteristics on emergency department ambulance diversion, Los Angeles County, 1998 to 2004. Annals of emergency medicine, 47(4), 309-316.

Sutter Health. (2013). Health Needs Map. Retrieved from: http://www.healthneedsmap.com/index1.php

Sutter Health. (2016). Alta Bates Summit Medical Center 2016-2018 Community Benefit Plan. Retrieved from OSHPD website: https://www.oshpd.ca.gov/documents/HID/Community-Benefit-Plans/2016/Sutter-Health-Alta-Bates-Summit-Medical-Centers-(4-Campuses)-CBP-2016.pdf

Sutter Health. (2018). Alta Bates Summit Medical Center: Newborn Intensive Care Unit. Retrieved from http://www.altabatessummit.org/

Sutter Health. (2018). Alta Bates Summit Medical Center: Our History and Our Work. Retrieved from http://www.altabatessummit.org/about/history.html

Sutter Health. (2018). Vision 2030: Rebuild Alta Bates Summit Frequently Asked Questions. (2018). Retrieved from https://rebuild.altabatessummit.org/vision-2030/

The Abaris Group. (2011). Study of West County Emergency Medical Services, Emergency Department, and Critical Care Access Final Report. Walnut Creek, CA: The Abaris Group.

The Lancet. Public Health. (2018). Suicide in the USA: a public health emergency. The Lancet. Public Health, 3(7), e304.

Thomas, L. (2014). Hospitals, doctors moving out of cities to more affluent areas. Retrieved from http://archive.jsonline.com/news/health/hospitals-doctors-moving-out-of-poor-city-neighborhoods-to-more-affluent-areas-b99284882z1-262899701.html/

U.S. Census Bureau (2013). ACS Demographic and Housing Estimates, 2008-2012 American Community Survey 5-year estimates. Retrieved from https://factfinder.census.gov/

U.S. Census Bureau (2017). ACS Demographic and Housing Estimates, 2011-2016 American Community Survey 5-year estimates. Retrieved from https://factfinder.census.gov/faces/

tableservices/jsf/pages/productview.xhtml?src=CF

U.S. Census Bureau (2017). Household Size by Vehicle Available, 2011-2016 American Community Survey 5-year estimates. Retrieved from https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t&keepList=t

U.S. Census Bureau (2017). Selected Economic Characteristics, 2011-2016 American Community Survey 5-year estimates. Retrieved from https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t&keepList=t

United States Geological Survey (USGS). (2017). Report. The Haywired Earthquake Scenario. Retrieved from USGS website: https://www.usgs.gov/natural-hazards/science-application-risk-reduction/science/haywired-scenario?qt-science_center_objects=0#qt-science_center_objects

United States Geological Survey (USGS). (2017). Report. The Haywired Earthquake Scenario--Engineering Implications. Retrieved from USGS website: https://www.usgs.gov/natural-hazards/science-application-risk-reduction/science/haywired-scenario?qt-science_center_objects=0#qt-science_center_objects

University of California Berkeley Office of the Vice Chancellor of Finance. (2017). Office of Planning and Analysis. Retrieved from the University of California Berkeley website: https://opa.berkeley.edu/berkeley-fall-enrollment-trends. Accessed December 4, 2017.

Yoon-Hendricks, A. & Stevens, M. California Today: The Costs of Making Buildings Safer. New York Times. August 30, 2018. Accessed August 30, 2018.



Alta Bates Summit Medical Center
RAPID HEALTH IMPACT ASSESSMENT

BERKELEY IURD INSTITUTE OF URBAN AND REGIONAL DEVELOPMENT

manatt

Briefing on Berkeley Hospital Financing Options

Memorandum of Findings

Updated 11.4.2024

manatt

Executive Summary

The City of Berkeley is exploring options to finance the construction of a new 100-200 bed hospital to replace the Alta Bates Medical Center following Sutter Health's announcement that it will cease inpatient hospital operations in 2030 due to the cost of seismic retrofit. The cost to develop a new facility has been estimated to be up to $2 billion. The City of Berkeley is not interested in operating the hospital.

This initial assessment considered strategic and financial options related to paying for and structuring this new hospital, yielding the following conclusions:

1. The hospital's revenues are not projected to support all of the debt service cost of financing the acquisition and construction of the hospital. Municipal tax supported debt — specifically, a general obligation (GO) bond secured by ad valorem property taxes— offers the lowest cost of capital to finance the construction of a new facility with current rates between 3-5%.[1,2]

2. The City of Berkeley should seek to mitigate municipal tax supported debt and local tax burden by spreading the property tax base to reflect the expected service area, lowering overall project costs, identifying additional capital and/or future revenue sources to subsidize and service the debt, and over the long term, take advantage of opportunities to refinance a portion of the municipal tax supported debt with revenue supported debt once the hospital has fully ramped up operations. Executing all of these mitigation tactics could result in a tax burden of a tenth of what would be experienced if the City were to issue a GO bond for the full $2 billion.

Debt/Tax Minimization Levers and Impact (Illustrative)

	Annual Property Tax Impact per $100k in Taxable Assessed Value
Base Case City led GO Bond of $2 billion (4% rate, 30 yr. term)	$429
Tax Impact Lever 1 Spread Property Tax Base (3x base)	$143
Tax Impact Lever 2 Reduce Sticker Price/Debt to $1B	$71
Tax Impact Lever 3 Abate using Lease Revenue (Assumes $20M/yr lease)	$47
Tax Impact Lever 4 Refinance in Future to 3.5%	$42

3. The City of Berkeley should prioritize exploring the establishment of a new healthcare district or joint powers agreement (JPA) to offer the debt and spread the tax responsibility across a geography that reflects where expected patients reside. This is the most impactful lever to lower the local tax burden. For example, by expanding the tax base to three times the City's total property value, the tax increase would drop from $429 to $143 per $100,000 in assessed property value if $2 billion in GO bond debt financing were required. As confirmed by the City's bond counsel, a JPA offers a faster and more flexible alternative to a healthcare district, and a JPA may issue a GO bond directly in support of the hospital project.

4. For a hospital opening by 2030 to be possible, planning and feasibility activities should begin in earnest immediately. In a best case scenario, it will take between five to six years to complete all the necessary steps.

[1] Assumes entire hospital project will be eligible for tax exempt municipal financing
[2] It would be possible to support the tax supported debt with another special tax (most likely a non-ad valorem based property tax), but the required voter approval would be the same and this memorandum assumes the use of GO bonds.

manatt

Contents

Executive Summary 2
Introduction 4
Project Assumptions 4
Approach 5
Summary Findings 6
1: What type of financing is best suited to fund the hospital construction? 6
2: What is the estimated tax impact and how can it be minimized? 7
3: How can the estimated tax impact be shared across the hospital's expected service area? 8
4: What are next steps and under what timeframe? 9
Roadmap (Illustrative): Path to Open by 2030 (Best Case Scenario) 12
Detailed Assessment 13
Section A: Approaches for Funding Hospital Construction 13
Section B: Mechanisms to Minimize Debt Financing 16
Section C: Structural Options for Distributing Tax Impact across Potential Service Area 19
Establishing or Joining an Existing Healthcare District 22
Establishing Joint Powers Authority 22
Bay Area Healthcare District Context 23
Section D: Next Steps and Timing 24
Appendices 27
Appendix A: Moody's Special District GO Bond Rating Criteria 28
Appendix B: California Health and Safety Codes: Division 23 – Hospital Districts 29
Appendix C: Summary of Nearby Municipalities in Service Area Geography and Current District Participation Status 31
Appendix D: Case Profile 32

manatt

Introduction

This memorandum describes initial findings following a strategic and financial assessment of a range of available options to establish and fund the development of a new acute care inpatient hospital facility in the City of Berkeley.

In 2016, Sutter Health announced plans to close Alta Bates Summit Medical Center (Alta Bates), a 339-bed acute inpatient facility located in Berkeley, CA, by 2030, citing the costs of seismic retrofit.[3] Closure of the facility without some replacement is expected to result in significantly reduced access to acute care and emergency services for residents of Berkeley and the surrounding communities. To mitigate the potential loss, the City of Berkeley is exploring options to retain access to acute inpatient services.

Project Assumptions

This assessment focuses on scenarios related to financing the construction of a new hospital to replace the Alta Bates facility. The inpatient facility being contemplated would have up to 200 inpatient beds and provide a service mix similar to that of Alta Bates for both inpatient and outpatient services. The capital required is estimated to be up to $2 billion. Additionally, assuming Sutter's exit from inpatient operations, the City of Berkeley will need to find an experienced partner to operate the new or retrofitted hospital once complete, and potentially to take facility ownership in the future.

Assumptions:

- The new inpatient hospital will be between 100-200 beds in size.
- The project timeline should seek to eliminate, if at all possible, time duration between closing of Alta Bates and the opening of the new hospital.
- Partnerships will be pursued across the hospital catchment area to support the financial commitments of building the hospital.
- The project will be funded primarily through debt financing. Other sources will be pursued to subsidize and are anticipated to represent minority contribution (e.g., philanthropy, appropriation, grant).
- Although the hospital's revenues are not projected to support all of the debt service cost of financing the acquisition and construction of the hospital, the financing approach selected should consider all opportunities to minimize taxpayer burden.
- The City of Berkeley will seek an experienced California based operator to manage and oversee all aspects of hospital operations. The City of Berkeley is not interested in operating the hospital.
- The new facility will maintain a service mix that at a minimum includes emergency services, obstetrics and gynecology, medical-surgical, psychiatric and intensive care, consistent with the specialty mix currently offered at Alta Bates.
- The new facility will either be newly constructed (scenario 1) or developed through the retrofit of an existing facility (scenario 2). This memorandum focuses on scenario 1. Scenario 2 may be funded through similar mechanisms, but was not evaluated thoroughly due to a lack of capital estimate.

[3] Berkeley's Only Hospital, Alta Bates, to Close by 2030, San Francisco Chronicle July 2, 2016

manatt

Scenario 1: Build a New Hospital	Scenario 2: Retrofit of an Existing Facility
a. Capital construction cost: Up to $2B b. Land acquisition cost: $50M for city block, not at Sutter location	a. Capital renovation ($): TBD pending feasibility study b. Facility for Retrofit: Existing facility in Berkeley previously developed to support life science research (retrofit is not being contemplated for existing Alta Bates location)

**Note: $1.853M per bed was estimated in 2019 for seismic retrofits at 95% cost percentile before accounting for additional facility improvements, capital equipment, and if not previously an inpatient facility, costs to retrofit building to meet regulatory planning requirements.*[4]

Approach

Manatt performed a series of analyses leveraging publicly available information to develop a detailed understanding of the options and related considerations available to the City of Berkeley. This included reviews of California municipal finance, healthcare district and joint powers authority regulations; current and historical financing arrangements for new healthcare facilities across California; healthcare district and joint powers authority context in the Bay Area, and ratings and financial information for the City of Berkeley.

Additionally, Manatt conducted interviews with leaders in the public finance and healthcare divisions of four investment banks.

[4] *Source: Updating the costs of compliance for California's Hospital Seismic Safety Standards, RAND Corporation report for California Hospital Association, 2019*

manatt

Summary Findings

This memo considers four critical questions that the City of Berkeley faces prior to moving forward with the hospital project:

1: What type of financing is best suited to fund the hospital construction?

A tax-exempt revenue bond secured by the hospital's revenues generally has a higher interest rate than a GO bond and would be untenable without public tax support. The annual debt service requirements for a $2 billion revenue bond offering, even at GO level interest rates, would command a majority share of the hospital's net patient service revenues (NPSR) on an annual basis.[5] This means that the hospital could not be financed on a revenue-only basis; therefore, whether a hospital district is involved or not, voter approval for tax-secured financing will be needed.

	Amount	% of NPSR
Average NPSR for a 100-250 bed hospital (US)	$228,000,000	
Annual Debt Service: $2 billion GO *4% fixed interest rate, 30 year term*	$114,580,000	50%
Annual Debt Service: $1 billion GO *4% fixed interest rate, 30 year term*	$57,290,000	25%

See Section A in the memo below for additional details regarding this question.

Municipal tax supported debt — specifically, a tax-exempt general obligation (GO) bond secured by ad valorem property taxes — offers the lowest cost of capital to finance the construction of a new facility and a resilient revenue source for debt service. A bond secured through a special tax, such as a non-ad valorem parcel tax, offers more flexibility in its uses (e.g., for operating support). However, it would have less flexibility for annual adjustment or abatement, and if a parcel tax, the revenue would be limited by the number of taxable parcels in the given geography. [6]

	Ad Valorem Property Tax	Parcel Tax
Summary Description	Tax imposed and based on the value of a property.	Tax imposed on property but not directly based on the value of the property.
Considerations	• **Base ad valorem property tax** rate is constitutionally capped at 1% of assessed value (Proposition 13) ○ The assessed property value is based on the most recent purchase price ○ The assessed value can only increase by up to 2% annually ○ County administers and distributes base ad valorem property tax revenue based on CA State formula • **Additional ad valorem property tax** can be levied to pay for voter-approved debt, such as for a GO bond to finance a new hospital. (Proposition 42) ○ 2/3 voter approval required to issue the debt ○ Bond proceeds cannot fund operating expenses ○ **Voters do not approve a fixed ad valorem property tax rate, rather the rate adjusts annually to service the voter approved debt**	• **Parcel taxes in CA can be applied in two ways:** ○ **Flat amount**: Tax amount applied uniformly on a per parcel basis regardless of parcel characteristics (e.g., $100/parcel) ○ **Variable amount**: Tax amount varies based on parcel characteristics such as size or use (e.g., $100/retail parcel and $200/commercial parcel) • **Parcel taxes are considered a "special tax" in CA** and can be levied to pay for voter approved purposes (Proposition 218) ○ 2/3 voter approval required ○ Uses can include the funding of capital infrastructure and to provide operating support • **Parcel tax revenue is limited by the number of taxable parcels in the taxing authority's jurisdiction**

[5] Definitive Healthcare Hospital View as Sourced from Medicare Cost Report as of June 2024

[6] While GO bonds can only finance the acquisition and improvement of real property, a special tax (most likely a non-ad valorem based property tax, often referred to as a "parcel tax") could finance these and ongoing operations. Because the required voter approval would be the same for GO bonds and parcel taxes and the City has not expressed an interest in establishing an ongoing tax to support operations of the hospital, this memorandum assumes the use of GO bonds for the limited purposes of financing acquisition and construction of the hospital.

manatt

The market for tax exempt GO municipal debt is favorable, with interest rates in the 3-5% range for credit worthy issuers, like the City of Berkeley.[7] The interest cost of any such GO bonds would primarily reflect the property tax base on which the ad valorem taxes are levied. However, issuers with lower credit ratings or without history, such as a newly formed healthcare district, may receive a higher rate.

2: What is the estimated tax impact and how can it be minimized?

The City should mitigate debt and local tax burden by seeking to distribute tax responsibility across the expected service area, accessing other sources of capital, lowering overall project costs, and over the long term, take advantage of opportunities to refinance a portion of the tax supported debt with revenue supported debt once the hospital has fully ramped up operations.

- **Shape taxed geography to reflect expected service area:** By establishing a new healthcare district or joint powers authority, Berkeley can distribute the construction costs across the municipalities expected to use the hospital, as demonstrated in the following table.

Tax Impact Comparison: City led vs Regionally led Offering

	Scenario 1	Scenario 2	Scenario 3
	HCD/JPA led GO Bond(s) of $1 billion	**HCD/JPA led GO Bond(s) of $1.5 billion**	**HCD/JPA led GO Bond(s) of $2 billion**
Annual Debt Service	$57,290,000	$85,935,000	$114,580,000
	Annual Property Tax Impact per $100k in Taxable Assessed Value		
City of Berkeley Only: *Assumes $26.712 billion in estimated taxable property value (source FY2023 Annual Report)*	$214	$322	$429
HCD or JPA w/3x Tax Base: *Assumes HCD/JPA has property tax base 3x that of City of Berkeley ~$80.137 billion*	$71	$107	$143

- **Reduce the sticker price:** The current construction estimate of $2B is on the high end for a 100-200 bed hospital.[8] The City should evaluate the potential to construct for less and/or the potential for its hospital operator to make in-kind contributions that would lower associated capital requirements.
- **Secure non-debt-based capital to subsidize project costs:** Including other non-debt based capital contributions to partially fund the project will lower the amount of debt financing required, lower interest payments to service the debt, and heighten investor interest**.** Similar to a mortgage, investors will view a funding approach that includes a "down payment" from other sources as lower risk. This also aligns with the City's interest in mitigating local tax burden. Other non-debt based capital contributions to fund the project may include grants, philanthropy, and direct contribution by issuer and/or operator. It is not likely that any such capital sources would be sufficient to eliminate the need for tax supported debt.
- **Identify non-tax based revenue sources to abate the property tax burden, such as through a leasing agreement with the operator:** Under a scenario where property taxes (ad valorem GO taxes and/or parcel taxes) secure the debt, those taxes may be reduced on an annual basis in the

[7] City of Berkeley currently maintains a AA rating with Moody's and an Aa1 with S&P. Bloomberg Market Data (as of July 29, 2024)
[8] Source: Updating the costs of compliance for California's Hospital Seismic Safety Standards, RAND Corporation report for California Hospital Association, 2019

manatt

future as facility or lease revenues are used to offset the tax burden. Further assessment is required to ensure applicability of the lease revenue model.

- **Structure the GO bond to allow for refinancing with revenue bonds, in whole or in part, in the future:** GO bonds typically are structured to include a redemption date 10 years following issuance at which point they may be refinanced to achieve savings, but shorter lock out periods are possible. The California Health Facilities Financing Authority (CHFFA) offers revenue-based bond refinancing for facilities with an operating history tied to the State's GO bond rating, which may be better than what is received if the refunding revenue bonds are issued by a new healthcare district or a JPA.

The below table describes the impact these initiatives could have in combination:

Debt/Tax Minimization Levers and Impact (Illustrative)

	Annual Property Tax Impact per $100k in Taxable Assessed Value
Base Case City led GO Bond of $2 billion (4% rate, 30 yr. term)	$429
Tax Impact Lever 1 Spread Property Tax Base (3x base)	$143
Tax Impact Lever 2 Reduce Sticker Price/Debt to $1B	$71
Tax Impact Lever 3 Abate using Lease Revenue (Assumes $20M/yr lease)	$47
Tax Impact Lever 4 Refinance in Future to 3.5%	$42

See Section B in the memo below for additional details regarding this question.

3: How can the estimated tax impact be shared across the hospital's expected service area?

Berkeley property owners would face a heavy tax burden if debt were not distributed across other municipalities expected to be in the hospital's service area. The City should first explore establishing a new healthcare district or joint powers authority to offer the debt.

- **A healthcare district (HCD) or joint powers authority (JPA) would enable tax support to be spread across a larger base that reflects the new hospital's expected service area**. The closure of the existing Alta Bates facility will impact access for patients beyond just those within Berkeley city limits, including Emeryville, Albany and other communities across north Alameda and Contra Costa Counties. An offering structure that is inclusive of other affected stakeholders should be pursued.
- **Healthcare facility financing linked to a healthcare district is generally viewed favorably by investors due to its dedicated purpose, public engagement, and ability to levy taxes across a broader geography than the City alone.** However, existing districts have encountered significant

financial issues, and without special legislation at the State level, establishing a new district can significantly extend the development timeline because they require voter approval.

- **A JPA offers a faster and more flexible alternative to a healthcare district, including liability protection. Also, as confirmed by the City's bond counsel, a JPA may issue a GO bond directly in support of the hospital project.** The benefit of a JPA is that it would allow multiple cities to jointly seek voter approval and issue general obligation bonds. The JPA offers no benefit if the City is the only public agency financing the hospital.

4: What are next steps and under what timeframe?

For a hospital opening by 2030 to be possible, planning and feasibility activities should begin in earnest immediately since under a best case scenario it will take approximately five years to complete all the necessary steps.

- **Perform Feasibility Study and Facility Planning (1-2+ years):** The immediate next step is to conduct a feasibility study and begin detailed facility planning. This step is highly involved and is the primary organizing step in the process including assessment of the local healthcare market and community health needs, defining the clinical service need and inpatient bed mix, initial facility schematic design, preferred structure and partners, and hospital operating partner assessment and selection. Many of these activities can occur concurrently, and in total could take two years to complete.
    - Stakeholder Engagement and Preparing for Public Announcement: The financing and development of a new hospital will involve the engagement of multiple stakeholders, including but not limited to the intended operator of the new hospital, Sutter Health, professional services firms, and the intended municipal and/or county partners and their respective local communities. To ensure a successful outcome, a stakeholder engagement and communications plan will need to be developed early in the process. Engagement considerations for key partners are described below.

Stakeholder	Relationship to Project	Engagement Priorities	Engagement Timing
Operating Partner	Experienced hospital operator to oversee and manage operations for the new hospital	1. Clinical enterprise planning and feasibility: a. Define clinical enterprise and facility plan to meet service area inpatient and outpatient access needs b. Develop financial model and related assumptions to be operationally sustainable 2. Negotiate operating and lease agreement: a. Align on vision and goals of operating partnership b. Define operating agreement and lease and potential future sale terms to execute	Immediately
Public Financing Partners	Regional municipalities and/or territories that: • Will be impacted by the closure of Alta Bates; • Will be served by the new hospital; and/or • Are willing to support a voter approved debt offering and related tax to construct the new hospital	1. Consider priority partners and engage sequentially (wave 1, wave 2, etc…) 2. Solicitation of Interest: Determine interest and willingness to participate in development of new hospital and identify issues to address 3. Commitment and Active Coordination: Engage in planning and feasibility activities for facility and separately, public initiative and ballot coordination	Late 2024 – early 2025 to solicit interest and pursue commitments, ideally with more detailed data with rationale for participation and description of local debt and tax impact
State Legislators	Legislature can vote to rapidly establish healthcare district (if pursued) and/or provide public leadership support/influence to improve project feasibility	Advocacy related to: a. Project need/criticality b. Introducing special legislation to either provide clarity on JPA ability to issue a GO bond or to rapidly establish a healthcare district	Late 2024 – early 2025 once project concept, financing and collaboration model are more clearly defined
County and Related Authorities	County is responsible for • Levy and collection of any property tax associated with debt repayment for project costs • Approving HCD formation plan prior to vote (if not establishing via special legislation) • Assigning initial HCD Board of Directors	1. Support for debt offering and related tax 2. Healthcare district planning and feasibility 1. Documented support for HCD formation 2. Approval of HCD formation analysis (LAFCO) 3. Support with forwarding of ballot measure and related voter communications	Once structural pathway is decided upon and required financing amount and tax impact is more precisely modeled
Sutter Health	As owner and operator of Alta Bates, Sutter Health has decisional authority over nature and timing of hospital closure.	1. Clarity on closure timeline: Clarify timeline and seek to mitigate any gaps in access to care 2. Relationship management: Maintain positive relationship and mitigate action that could adversely affect project feasibility	Once a more detailed need assessment is completed that confirms need for replacement hospital and public and operating partner commitment and support to pursue

- **Gain Necessary Approvals (4-18 months)**: Issuing a GO bond will require majority voter approval and local legislative approval. The exact steps for this process will ultimately be determined by the structure selected to issue the debt and oversee the hospital assets and related operations. For example, establishing a healthcare district will require the engagement of all municipalities and territories to be included within the healthcare district as well as the agencies overseeing them, and local voter approval via a single vote. A JPA-issued GO bond will also require a public vote that is inclusive of all geographies supporting the hospital financing through the JPA, though a vote to form the JPA will not be required. Public resistance to either of these options could result in a timeline at the higher end of the range as it could extend the process prior to holding the vote. Local and legislative engagement, advocacy, and related planning activities in this step may begin during the feasibility and planning phase.
- **Issue Debt (4-9 months):** Debt issuance could take anywhere from 4-9 months once approvals are received and a feasibility study has been submitted. This step involves engaging a municipal advisor and investment bank(s) to underwrite the debt. This can occur in parallel during the planning and approval phase. Issuance activities cannot begin until the feasibility study, planning, and approvals are completed.
- **Complete Permitting and Construction (3-5+ years):** Facility development can take anywhere from 3-5+ years once funding has been secured. This step includes securing any necessary land, entitlements, and permits which can occur concurrently with the bond design and issuance step. This is the longest step timewise. Selecting a developer with a demonstrated ability to complete new hospital projects on time and on budget is critical.

- **Open Hospital:** New facility opens for operations under management of selected operator. Lease payments begin. Each year, the district can assess the extent to which lease payments can reduce the need for the ad valorem tax levy.

manatt

Roadmap (Illustrative): Path to Open by 2030 (Best Case Scenario)

	Calendar Year	2024		2025		2026		2027		2028		2029		2030	
Step	**Key Activities**	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2
Step 0: Assess Financing Options and Estimate Tax Impact	Define and Narrow Range of Financing Options Available to Construct New Hospital														
	Assess Structures to Fund and Oversee Hospital Assets and Operations														
	Estimate Taxpayer Impact and Identify Ways to Mitigate														
Step 1: Perform Feasibility Study and Planning	Engage Possible Operating Partner(s)														
	Inititiate Feasibility Study														
	Define Market and Clinical Service Needs														
	Define Operating Model and Select Operating Partner														
	Determine Oversight and Financing Structure and Engage Public Financing Partners to Execute (JPA or HCD)														
	Prepare Capital Funding Requirements and Financing Approach														
	Finalize Feasibility Assessment and Move to Approvals and Issuance														
	Finalize Facility Location and Plan (Design, Phasing)														
Step 2: Gain Necessary Public Approvals	Prepare for Public Announcement of Project and Related Funding Need and Tax to Support														
	Engage Legislative Advocacy Process for Healthcare District Formation*														
	Execute Agency Review Process for Healthcare District Formation (if pursued)														
	Initiate Local Processes for Debt Issuance														
	Develop Community (Voter) Engagement Plan and Execute														
	Organize Voter Inititiative(s)														
	Hold Public Vote to Approve (bond issuance, district formation as needed)														
Step 3: Issue Debt	Engage Municipal Finance Advisor														
	Engage Underwriter(s) for Bond (Competitive Bid)														
	Plan and Structure Bond														
	Authorize Bond (Public and Agency Approvals)														
	Market and Issue Bond														
	Close Bond (Funding Received)														
Step 4: Complete Permitting and Construction	Apply for and Receive Necessary Permits														
	Break Ground														
	Construct Hospital and Complete Licensing														
Step 5: Open Hospital	Hospital Welcomes First Patient														

*If seeking legislative action to rapidly establish

See Section D in the memo below for additional details regarding next steps and timeframe.

manatt

Detailed Assessment

As the City of Berkeley contemplates the major investment to fund a new hospital – potentially totaling up to $2B, it faces decisions related to how to fund as well as which entity (or entities) should offer any required debt. The following sections consider:

A. Approaches for funding hospital construction
B. Mechanisms to minimize debt financing
C. Structural options for distributing tax impact across potential service area
D. Next steps and timing

Section A: Approaches for Funding Hospital Construction

New hospitals are typically paid for through a combination of funding (capital that does not need to be repaid) and financing (debt). Based on project assumptions and available grant opportunities, direct funding opportunities are limited. Therefore, with an estimated capital need of up to $2B, debt financing is required for Berkeley's hospital construction.

As a local government with taxing authority, the City of Berkeley has the ability to incur tax exempt debt directly via a tax or revenue backed municipal bond offering. Under either arrangement, the City can also utilize regional measures such as establishing a new, or joining an existing, health care district, entering into a JPA, or a combination of the two, through which debt can be issued (further explored in Section C). General obligation (GO) bonds are serviced from ad valorem property taxes while revenue bonds can be secured by project or other revenue sources. Each option has unique elements to consider, as outlined in Table A below.

The hospital's revenues are not projected to support all of the debt service cost of financing the acquisition and construction of the hospital because debt service on a revenue bond to finance all of the acquisition and construction costs could be as high as 50% of the hospital's revenue.

Therefore, public tax support would be needed to cover a significant portion of the debt service. As the financing will be for the limited purpose of acquiring land for and constructing the new hospital, a GO bond secured by ad valorem property taxes offers the City the lowest cost of capital to finance the construction of a new facility. The market for tax-exempt GO municipal debt is favorable, with interest rates in the 3-5% range for issuers with the tax base to support. Taxable debt —whether revenue bonds or GO bonds -- would bear a higher interest rate than tax-exempt debt.

manatt

Table A: Bond Funding Options

Funding Option	General Obligation (GO) Bonds	Revenue Bonds
Summary Description	In California, municipal bond issued by local agencies and secured by ad valorem property taxes	Municipal bond secured by revenue from a specific project that the bond is funding
Financing Type	Debt	Debt
Available to	• City • County • Healthcare district • JPA[9]	• City • County • Healthcare district • JPA
Source of Repayment	Voter approved ad valorem property taxes	Revenues from hospital operations and/or Revenues from special taxes (e.g., parcel, gas, cigarettes, sales, etc.)
Voter Approval Required	Yes, 2/3 voter approval	No, unless revenue bond is being secured by a "special tax" requiring 2/3 voter approval.
Obligated Party	Issuer	Issuer
Current Market Interest Rate	3-5%	4- 12%* depending on project risk and issuer credit rating (subject to 12% cap for public issuers)
Interest Rate Cap	12%	12%
Typical Term	30 years	20-30 years
Option to be Tax Exempt[10]	Yes	Yes
Advantages	• Generally viewed as lower risk as backed by unlimited ad valorem taxing authority of issuer rather than revenue from a discrete project, allowing for a lower interest rate • Can abate the ad valorem tax over time with hospital or lease revenues • Lower cost to issue	• No voter approval required unless debt service reliant on new special tax • Revenues from hospital operations can mitigate local tax burden to service debt, however certain "special taxes" (e.g., sales, tobacco) once established are difficult to abate • Typically faster to issue if no voter approval required (however, this factor is less relevant in this scenario as revenue-only financing is not a viable option)
Disadvantages	• Voter approval required • Limited use – can only be used to acquire and improve real property	• Cost of capital higher than GO bonds due to market view of being riskier as tied to project revenues • Higher fees to issue compared to GO bonds • Typically fund up to 80% of project costs requiring capital contribution from other sources akin to a "down payment" • Voter approval required if levying new "special tax" such as a non-ad valorem parcel tax
Examples of Use in Recent Projects	Pajero Valley Health Care District Watsonville Community Hospital renovation 106 bed hospital Amount: $116M ($24 per $100k assessed property tax increase to fund); Passed 4/2/2024 by a vote of 68.5% to 31.5%	LA County MLK Jr. Community Hospital renovation 131 bed hospital Amount: $260M in Tax Exempt Lease Revenue Bonds; 5% interest (AA Rated) Issued 2021

[9] As confirmed by the City's bond counsel.
[10] Interest on bonds not subject to Federal or State of California income tax.

Other funding sources may be available to support the capital need, including direct State support, either through appropriation or grant, contribution(s) from the intended operator, and philanthropy. Gaining contribution from one or several of these sources is viewed favorably, improving bond ratings, overall investor interest, and most importantly, lowering the debt financing requirement and any related tax impact. With the current California State budget shortfall, the likelihood for significant State contribution is low;[11] however, targeted capital grant opportunities for behavioral health services are available and are further described in the next section. However, it is not expected that these other funding sources could eliminate the need for tax supported debt.

Alternative financing techniques that do not involve the City of Berkeley or a regionally created structure taking on debt exist, including public private partnerships (P3). Under a P3 arrangement, a private developer finances and constructs the hospital for the public partner and passes along the debt service to the public partner via a long term lease. The public partner, in this case the City, health care district, or JPA, avoids debt exposure, the need for voter approval, and passes the project risk (e.g., potential for cost overruns) to the private developer. The primary disadvantage is the cost of capital to the private developer will almost always be higher and they will want an additional return which will be passed to the public partner in the form of high lease payments. The public partner will also have limited, if any, ownership equity in the hospital. Due to the limited examples of recent California inpatient hospital projects having been advanced with this approach, a P3 arrangement was excluded from further evaluation.

Will the debt offering require tax support?

Hospitals in the United States with 100-250 beds receive an average of $228 million in NPSR a year.[12] As shown in the table below, this is not enough to independently support the debt service requirements for a $2 billion bond offering, **eliminating the possibility of a revenue bond secured by hospital revenues to independently fund the hospital**. Tax or other revenue support will be required and, therefore, the project is not viable without voter approval for taxes that finance the hospital.

Exhibit: Patient Revenue to Debt Service Ratio Comparison

Annual Debt Service Obligation Under GO and Revenue Bond Offering Scenarios

	Amount	% of NPSR
Average NPSR for a 100-250 bed hospital (US)	$228,000,000	
Annual Debt Service: $2 billion GO *4% fixed interest rate, 30 year term*	$114,580,000	50%
Annual Debt Service: $1 billion GO *4% fixed interest rate, 30 year term*	$57,290,000	25%
Annual Debt Service: $2 billion Revenue Bond *6% fixed interest rate, 30 year term*	$143,892,000	63%
Annual Debt Service: $1 billion Revenue Bond *6% fixed interest rate, 30 year term*	$71,946,000	32%

A GO bond will provide the lowest cost of capital and require ad valorem tax support via a new levy on taxable property in the City or the service area, depending on the structure. While a GO bond may only be used to finance land acquisition and facility construction, once the debt is approved by voters, the ad valorem tax support provides a resilient tax revenue stream in the event of catastrophic loss to property

[11] LAO FY24-25 California Fiscal Budget Outlook
[12] Definitive Healthcare Hospital View as Sourced from Medicare Cost Report as of June 2024

values within the taxable geography. With a hospital cost of $2 billion, this GO bond debt service would result in $429 in additional property tax burden per $100k in assessed property value if applied only to the City of Berkeley.[13] Assuming an average assessed property value of $1,000,000,[14] property owners' bills would increase by $4,290 per year on average.

A bond secured through a special tax, such as a non-ad valorem parcel tax, offers more flexibility in its uses (e.g., for operating support). However, it would have less flexibility for annual adjustment or abatement, and if a parcel tax, the revenue would be limited by the number of taxable parcels in the given geography. As the City has not expressed interest in securing financing to support ongoing operations, a GO bond is the preferred option for the limited use of acquiring the land for and constructing the hospital.

Section B: Mechanisms to Minimize Debt Financing

With a guiding principle for the project to minimize taxpayer burden, the City should seek to minimize the level of debt financing required to execute the project and has several levers to do so both before construction and following it. The following table illustrates the combined impact of these levers, which are then further described below.

Debt/Tax Minimization Levers and Impact (Illustrative)

	Annual Property Tax Impact per $100k in Taxable Assessed Value
Base Case City led GO Bond of $2 billion (4% rate, 30 yr. term)	$429
Tax Impact Lever 1 Spread Property Tax Base (3x base)	$143
Tax Impact Lever 2 Reduce Sticker Price/Debt to $1B	$71
Tax Impact Lever 3 Abate using Lease Revenue (Assumes $20M/yr lease)	$47
Tax Impact Lever 4 Refinance in Future to 3.5%	$42

Tax Impact Lever 1 - Expand Taxable Geography: Financing through the establishment of a new healthcare district or a JPA can allow for an expanded geography over which to assess the tax securing the bond. This can lower the tax burden on individual property owners significantly, as illustrated in the table below.

Exhibit: Impact of Debt Minimization and Property Tax Base Expansion on Tax Impact

[13] Based on 2023 estimated taxable property value for City of Berkeley - FY2023 Annual Comprehensive Financial Report Schedule V
[14] Median sale price for a home in Berkeley was $1.24 million as of Dec 2023; City of Berkeley Office of Economic Development

manatt

		Bond Scenario A	Bond Scenario B	Bond Scenario C
		GO Bond of $1 billion	GO Bond of $1.5 billion	GO Bond of $2 billion
	Annual Debt Service	$57,290,000	$85,935,000	$114,580,000
	Term (years)	30	30	30
	Interest Rate	4%	4%	4%
Scenario	Estimated Taxable Assessed Property Value (in thousands)	Tax Impact per $100k in Asseesed Property Value		
Scenario 1: City led	$26,712,286	$214	$322	$429
Scenario 2: Healthcare District or JPA led: 2x property tax base	$53,424,572	$107	$161	$214
Scenario 3: Healthcare District or JPA led: 3x property tax base	$80,136,858	$71	$107	$143
Scenario 4: Healthcare District or JPA led: 4x property tax base	$106,849,144	$54	$80	$107

Tax Impact Lever 2 – Reduce Sticker Price / Debt Requirement: Before it seeks financing, the City can aim to reduce its total financing requirement by lowering the price to construct and identifying additional sources of capital:

- **Lowering the price to construct -** Constructing a hospital in California is more expensive than doing so in other parts of the United States, and in a metropolitan area, such as Berkeley, even more so.[15] However, the current estimate of $1.5-2 billion for a 100-200 bed hospital is particularly high and on a cost per bed basis, it would be one of the more expensive to be built.[16,17] Prior to securing any non-debt based capital contributions, the City of Berkeley should work with its hospital planning collaborators to thoroughly assess and identify opportunities for cost savings to lower the total construction bill. A meaningful reduction has potential to lower the debt and associated tax burden significantly.

Price to Construct a New Seismically Compliant Hospital in California on a Per Bed Basis (in millions)		
	Average	***95th Percentile***
Price per Bed	$4.4	$9.8
Estimated Cost: 100 Beds	$440	$980
Estimated Cost 200 Beds	$880	$1,960

Source: Updating the costs of compliance for California's Hospital Seismic Safety Standards, RAND Corporation report for California Hospital Association, 2019

Assumes cumulative inflation of 36% for new hospital construction since 2019 report; Federal Reserve of St. Louis Economic Data accessed August 2024

- **Securing non-debt based capital contributions -** Of particular attraction to revenue bond investors is having the selected operator contribute capital, directly or in kind. This helps assure investors that the relationship will be durable, since the operator will be less likely to exit in a financial downturn. In instances where the operator is not willing to put up capital funding directly, a philanthropy agreement, whereby the operator agrees to raise a certain amount of capital from philanthropic sources to support the project, or the provision of capital equipment and/or infrastructure, such as an electronic health records license, can be effective to reduce the up-front debt load.

[15] The High Cost of Building California Hospitals, Scripps Health, April 2023

[16] Source: Updating the costs of compliance for California's Hospital Seismic Safety Standards, RAND Corporation report for California Hospital Association, 2019

[17] Assumes cumulative inflation of 36% for new hospital construction since 2019 report; Federal Reserve of St. Louis Economic Data accessed August 2024

manatt

Another option is to generate grant funding through the State for discrete aspects of the facility. One such option currently available is through the bond program recently approved under the California Behavioral Health Services Act. Through this program, the state's Department of Health Care Services is administering $6.4 billion in grant funding through a competitive bidding process for the development of behavioral health inpatient treatment beds and residential settings, $1.5 billion of which being awarded to solely to counties, cities and tribal entities. Considering Berkeley's community health needs and the desire to maintain the service mix of Alta Bates which includes inpatient behavioral health beds, these grants present a compelling opportunity to reduce the overall debt financing required.[18]

After construction and following the first few years of hospital operations, the City may apply several levers to further mitigate the long-term cost of capital and/or tax burden. However, it is unlikely that any such non-debt based capital contributions could eliminate the need for tax supported debt.

***Tax Impact Lever 3* – Identify non-tax based revenue sources to abate the property tax burden:** With general obligation bonds, the taxing entity can assess each year the extent of ad valorem property taxes needed. Specifically, the taxing entity can use lease revenue from the operator to fund the debt service, reducing the taxes needed considerably. This would be achieved through a long-term lease agreement with fixed and predictable lease payments and term assurances. An abatement may be instituted annually or for a predetermined period across multiple years. Certain conditions may apply, and the opportunity should be thoroughly analyzed with bond counsel prior to execution. The impact of a lease revenue subsidy towards debt service is demonstrated in the exhibit below.

Exhibit: Potential Impact of Hospital Lease Revenues in Reducing Local Tax Burden

Term = 30 Years		Annual Property Tax Impact per $100k in Asseesed Property Value					
Interest Rate = 4%		Bond Scenario A		Bond Scenario B		Bond Scenario C	
		GO Bond of $1 billion		GO Bond of $1.5 billion		GO Bond of $2 billion	
	Annual Debt Service	$57,290,000		$85,935,000		$114,580,000	
Scenario	Annual Lease Revenue	w/Lease Revenue	w/o Lease Revenue	w/Lease Revenue	w/o Lease Revenue	w/Lease Revenue	w/o Lease Revenue
Scenario 1: City led	$20,000,000	$140	$214	$247	$322	$354	$429
Scenario 2: Healthcare District or JPA led: 2x property tax base	$20,000,000	$70	$107	$123	$161	$177	$214
Scenario 3: Healthcare District or JPA led: 3x property tax base	$20,000,000	$47	$71	$82	$107	$118	$143
Scenario 4: Healthcare District or JPA led: 4x property tax base	$20,000,000	$35	$54	$62	$80	$89	$107

Tax Impact Lever 4 – Refinance to a lower interest rate in the future: An additional lever to reduce tax impact is through refinancing a portion of the initial GO bonds with revenue bonds in the future. GO bonds typically are structured to include a redemption date ten years following issuance, though shorter lock-out periods are possible, at which point they may be refinanced with revenue bonds. The CHFFA bond financing program offers access to low interest rate tax exempt financing tied to the State of California's credit rating, and it supports debt issuance at a lower than market fee structure.[19] This program is available for refinancing existing debt; however, refinancing would be available only to revenue bonds. The eligibility requirements for participation are narrow; only public and non-profit health facilities that have been operating for at least three years and have either the revenue or collateral to cover the debt service are eligible. The CHFFA has supported bond offerings of the scale

[18] California Behavioral Health Transformation Behavioral Health Bond Program
[19] California Health Facilities Financing Authority Bond Financing Program

being contemplated with a recent example being the Cedars Sinai Marina Del Ray Hospital which received $1.03 billion in debt financing in 2021. The City should further assess this option with its bond counsel.[20]

Section C: Structural Options for Distributing Tax Impact across Potential Service Area

Financing through the establishment of a new healthcare district or a JPA can allow for an expanded geography over which to assess the tax securing the bond. As demonstrated, this option offers the greatest potential for reducing the tax impact across the hospital service area.

Healthcare facility financing linked to a healthcare district is generally viewed favorably by investors due to its dedicated purpose, public engagement, and ability to levy taxes across a broader geography. However, existing districts have encountered significant financial issues, and without special legislation at the State level, establishing a new district can significantly extend the development timeline because they require voter approval. As confirmed by the City's bond counsel, a JPA offers a faster and more flexible alternative to a healthcare district, including liability protection, and has the ability to issue GO bonds in support of a JPA project. The benefit of a JPA is that it would allow multiple cities to jointly seek voter approval and issue general obligation bonds; the JPA offers no benefit if the City is the only public agency financing the hospital. The following table describes each structural option and the tradeoffs between the two.

Table B: Structural Options

[20] In possible future circumstances where CHFFA is not available or does not offer more favorable rates, it may still, however, be politically necessary to utilize this lever regardless of whether the refunding revenue bonds will bear a lower interest rate than the refunded GO bonds.

manatt

Structural Options	Healthcare District	Joint Powers Authority[21]
Summary Description	• Independent public entities established under California law[22] to address the unique healthcare needs of specific geographic regions • Responsible for planning, funding and delivering healthcare services for their defined district[23] • May own and operate hospitals and other healthcare facilities, directly or indirectly;[24,25] Some districts no longer operate any facilities and support healthcare services through grantmaking and other activities	• Independent entities established by two or more governmental entities to fulfill a common objective, effectively a public joint venture • Support pooling of public resources by public entities • Coordinate efforts and support efficiencies across governmental agencies/entities to save taxpayers money • If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, levying a fee, assessment, or tax[26] • Non-governmental entities may participate in JPAs (such as through agreement with non-profit hospital to provide services)

Financing	• **Patient service revenue**
	• **Taxes and assessments:**[27] Special taxes or assessments on real and personal property within the district, subject to voter approval (taxes and assessments made up 6% of non-debt healthcare district revenue in 2021)[28]
	• **Debt financing:** Districts may issue general obligation bonds (with 2/3 voter approval to raise property taxes to repay the bonds) and revenue bonds (do not require separate voter approval, paid using revenues from the district)
	• **Other sources:** Including revenue from capital assets, state and federal funds and grants
		• **Patient service revenue**
		• **Taxes and assessments**: Can charge fees, make assessments and levy taxes via taxing authority of member(s)
		• **Debt financing:** Flexibilities provided to JPAs in bond issuance include:
		  ○ Revenue bonds can be issued without voter approval
		  ○ A JPA may issue GO bonds leveraging the powers of its members so long as 2/3 voter approval is received across all participating member jurisdictions[29]
		• **Other sources:** Including revenue from capital assets, state and federal funds and grants

Governance	• **Board of Directors** comprised of five registered voters in the district, with four-year terms • Initial Board is appointed by county Board of Supervisors, with subsequent vacancies filled by election[30] • Sessions of the Board of Directors must be open to the public, with limited exceptions[31]	• Formed via agreement between member entities (must be filed within 30 days with Secretary of State and State Controller) • JPA formation and revenue-only bond issuance are not subject to voter approval • **Board of Directors**: Must be identified (flexibility in design as positions could be ex officio or appointed by city councils) and in most cases include a treasurer and auditor

[21] Nevada County, CA Grand Jury Report: Joint Powers Authority: What You Need to Know, 2021
[22] Cal. Health & Safety Code § 32001
[23] "About Healthcare Districts", Association of California Healthcare Districts
[24] Cal. Health & Safety Code § 32121
[25] Cal. Health & Safety Code § 32129
[26] Cal. Govt code § 6502
[27] Cal. Health & Safety Code § 32200-32205, 32221-32223, 32240-32243
[28] California State Controller's Office, Special District Data, 2021
[29] 4 As confirmed by the City's bond counsel
[30] Cal. Government Code § 1780
[31] Cal. Health & Safety Code § 32106

manatt

		• Governance model determined during formation of JPA, with horizontal structure allowing a group of distinct and separate member entities to form JPA and provide oversight for activities • Sessions of the Board of Directors must be open to the public, with limited exceptions
Advantages	• **Clear purpose:** Healthcare districts, unlike Cities or counties, are focused on the delivery of health services to the community and can tailor those based on community need. Although, in this case, the City is interested in financing the hospital, not on delivering health services to the community • **Transparency and accountability:** Districts are publicly governed with an elected Board and financial reporting requirements allowing tax base to clearly see how district revenues are being spent on public healthcare services. Open meetings allow for public involvement and influence • **Spread tax base**: District limits can extend beyond city limits limiting per capita tax impact	• **Liability Protection**: As a legally separate public entity, individual JPA members are typically not liable for JPA debts. This protection does not extend to liabilities independently held by the JPA members. • **Flexibility:** Broad latitude in JPA design and purpose so long as the situation can benefit from having collaboration between public agencies • **Ease of Formation:** Voter approval is not required to establish or issue revenue-only bonds; however, 2/3 voter approval is still required to issue debt secured by a new tax (e.g., a GO bond or special tax revenue bond). • **Agility/Nimbleness**: JPAs can move quickly and can incorporate as private organizations with member appointed governing bodies, allowing for delegated decision making without requirement for public review. • **Transparency and Accountability:** Board meetings are open to the public with limited exceptions and financial reporting requirements allow tax base to clearly see how district revenues are being spent (it is expected the revenues would primarily or exclusively pay for debt service). Open meetings allow for public involvement.
Disadvantages	• **Cost of Capital**: While having taxing authority and the ability to issue GO bonds, a new healthcare district without credit history or rating will likely receive a higher interest rate than GO bonds issued by municipalities with strong credit history. • **Time to Establish**: Healthcare district formation is multi-step requiring the engagement of all governments and territories with land within district boundaries, extensive planning and agency review, and a public vote. • **Inefficient/Duplication of Service**: Healthcare districts often extend across multiple jurisdictions and provide similar services to those already provided by or to the City or County if another healthcare district overlaps their borders • **Regional Planning**: Can lead to discoordination of efforts as independent board not connected to other local governing bodies and their related health efforts	• **Bond Process:** Due to the complexities of the laws and rules around GO bonds and JPAs, there may be additional procedural and legal steps required before the JPA could issue a GO bond. •

CONFIDENTIAL

Establishing or Joining an Existing Healthcare District

If pursued, healthcare districts can be formed through public process or legislative action.

The process for healthcare district formation is defined in the California Health and Safety Code[32] and subject to review by the California Local Agency Formation Commission (LAFCO). The process includes:

1. ***Define health care district geography and purpose (§ 32001):*** District geography may include any territory, incorporated and/or unincorporated, in one or any more counties, and does not need to be contiguous. Municipalities within district boundaries must be fully included and may not be divided. Petitions for district establishment must demonstrate need, feasibility, and public support.
2. **Public and Agency Review (§ 32002)**: Prior to petition going to hearing and public vote, it will be subject to agency and public review. Stakeholders with formal review duties include each health planning agency with territory in the district, and the Office of Statewide Health Planning and Development. A public review and comment period of 54 days is also required where comments for or against can be submitted. If comments against district formation are submitted, they must be published and distributed along with election date notifications at least 10 days prior to the election date.
3. **Public Vote and Approval (§ 32003):** Following review, the petition may be presented at any meeting of the supervising authority of the county with the greatest portion of the land proposed for the district resides. The petition must have signatures from at least 12% of the registered votes within the proposed district boundaries. A vote may then be scheduled and held. If the majority of votes cast are in favor of the district, it may form immediately.

There is also precedent for legislative action to rapidly establish a new healthcare district in urgent circumstance. For example, Pajaro Valley Health Care was established with the 2022 passage of Senate Bill 418 to acquire and ensure the ongoing operation of Watsonville Community Hospital following bankruptcy (see appendix for case profile). Recent precedent for fast tracking district formation in urgent circumstance seems to be driven by the goal to avoid healthcare deserts, which would not likely apply to the East Bay market.[33] However, if the City were to explore the potential for this, the next opportunity for review and action will be in 2025's legislative session.

Additional detail for this process can be found in Appendix B.

Establishing Joint Powers Authority

JPAs can be established relatively rapidly through written contractual agreement between two or more public agencies. This includes public health systems. A joint powers authority does not require voter approval but is subject to public review like other public agencies. While able to bypass the voter approval required for health care district formation, the JPA will still need to include a public member

[32] California Health and Safety Code Division 23 Sec 32000-32003

[33] Pajaro Valley Health Care District was established by legislative action under SB 418 in February 2022 to purchase and maintain operations of Watsonville Hospital following Chapter 11 bankruptcy.

with taxing authority in addition to the City to allow for tax support from a broader geographic base and require 2/3 voter approval across the participating jurisdictions to issue a GO bond.

Bay Area Healthcare District Context

The Bay Area is home to multiple healthcare districts with two adjacent to Berkeley, Alameda Health Care District and the West Contra Costa Health Care District, which is currently being overseen by the Contra Costa County Board of Supervisors following District bankruptcy in 2016. Other Bay area healthcare districts include El Camino Health, Marin Healthcare District, Peninsula Healthcare District, and Sequoia Healthcare District.

Each healthcare district has unique features informed by the scope of services and population base to whom those services are provided. The below table describes the features and key differences between three of the most proximate healthcare districts to Berkeley.

Healthcare District	City of Alameda Healthcare District	West Contra Costa Healthcare District	Marin Healthcare District
Overview	District is the steward for Alameda Hospital and its associated facilities, which are operated by Alameda Health System (AHS), formerly Alameda County Medical Center and currently a public hospital authority, under a JPA formed in 2012 between the District and AHS. District is responsible for collection of parcel tax to support hospital and facilities in the City of Alameda	Currently dormant following 2016 bankruptcy (exited in 2021). District was formed to build Doctors Medical Center (formerly Brookside) and oversaw health planning for West Contra Costa County. Following District bankruptcy, Governor passed Senate Bill 522 in 2018 placing the Contra Costa County Board of Supervisors as governing body for District.	Owns and is steward for Marin General Hospital, an independent non-profit hospital, the only acute care facility in Marin County. District ensures countywide access to care and that hospital facility is in compliance with seismic standards.
Population Served	City of Alameda	West Contra Costa County	Marin County, excluding Novato
District Facilities	• Alameda Hospital • South Shore Rehabilitation • Park Ridge Rehabilitation • Kate Creedon Wound Center	• Doctors Medical Center (closed 2015)	Marin General Hospital dba MarinHealth Medical Center
Tax Levied through District	Yes, annual parcel tax of $298 on every parcel and possessory interest within district boundaries ($5.9M received annually) to support operating and capital funding needs of Alameda Hospital and related facilities	Yes, parcel tax levied in 2004 to support struggling Doctors Medical Center Facility and a second parcel tax in 2011 to further subsidize facility losses. Collectively, parcel taxes brought in $11.3 million in FY23.[34] Parcel taxes support ~$3M in annual debt service on Doctors Medical Center related bonds set to mature in 2042	Yes, property tax of $22.3 per $100k in assessed property value approved by Marin Health Care District voters in 2013 to fund $394M GO bond to finance rebuild of Marin General Hospital

[34] West Contra Costa Healthcare District FY23 Audited Financials

		with remainder funding other liabilities and district services.	
Existing Financing Arrangements and Purpose	Certificate of Participation secured by statutory lien on parcel taxes to fund capital improvements necessary to meet seismic standards (Amount TBD)	None; Doctors Medical Center (sole acute care facility) closed 2015	General Obligation Bond of $394M to fund rebuild of Marin General Hospital facilities (30-year term)
Finance Issues to Note	• JPA Compliance: Alameda Hospital has experienced ongoing financial distress despite parcel tax revenue subsidy due to mismanagement of facility by AHS. Resulted in $200M in debt owed to Alameda County.[35] • Financial Shortfall: High governmental payer mix coupled with service mix has resulted in ongoing operating deficit	Current tax is financing repayment of existing debt and some local health services that remain.	• No financial issues of note • $394 million for bonds outstanding to finance Oak Pavilion Hospital Building. Receives $16 million in property tax revenue to service annual debt requirement

Section D: Next Steps and Timing

The City of Berkeley faces many upcoming steps and decisions as it considers options for financing a new hospital. Each structural and financing option carries implication for the time required to execute. Given that a guiding principle is to eliminate the time between the new facility opening and the closure of Alta Bates, and that the assumed closure is to occur in 2030, expediency is a leading consideration. The following represent the major steps in the process and the estimated timeframe to complete.

Step 1: Feasibility and Planning (12-24+ months): Prior to the debt offering, a detailed feasibility study will need to be conducted and presented for investor and public scrutiny. This phase also involves planning and stakeholder engagement to align partner and community interest. This extends to identification and engagement of the future operating partner. This step can take anywhere from 1-2+ years depending on the stakeholders and project scale, amongst other factors.

The feasibility study will evaluate the need for and long term financial sustainability of the proposed hospital project. This is an investor requirement necessary to set bond terms to the extent revenue bonds are utilized, but is politically necessary for GO bonds. The planning process includes partner and vendor selection for financing, constructing and operating the hospital. These activities can occur concurrently.

Elements assessed by investors will include, but are not limited to:

- **Geography and Related Community Need**: What is the geography of service? What is the socioeconomic, health, and coverage status of the population to be served? How competitive is

[35] Alameda County Grand Jury Report 2014-15

the local market and do gaps in care exist currently? Does local service demand/needs support the need for a facility of this size and with the proposed service mix?

- **Facility Payer Mix and Reimbursement**: What are the projected financials for the hospital? What assumptions drive that projection and what are the sensitivities (e.g., volume, payer mix, contracted reimbursement rates, etc.)? For example, in a scenario where the facility has a high governmental payer mix, ongoing or additional tax support may be required to offset operating losses if the operator were to require it either through agreement or in the event of a crisis.
- **Performance of Existing Facility**: What is the operating performance of the facility to be replaced? Financial performance of the current inpatient facility will be used to assess likelihood of future performance for the planned facility.
- **Oversight and Funding Structure**: Under what structure will the hospital be organized and how will it be funded? If a health care district and/or JPA is to be formed, the public partners necessary to enable will need to be engaged during this step to develop the plan for establishment, financing and funds flow. Healthcare districts receive independent credit ratings from the municipalities and territories that comprise them. The structure and "what is in" will have implication for credit terms.
- **Operating Partner**: Who is chosen to be the operator will be one of the most, if not the most, important factors investors will look at. Considerations will include:
    - Experience - Investors want an experienced operator. For example, a new healthcare district with no prior operational experience running the hospital would be considered higher risk.
    - Financial interest - Investors in revenue bonds want to see that a third-party operator has some "skin in the game" to give confidence in the durability of the relationship so in the event of financial downturn, the operator has incentive to improve performance rather than exiting the operating or lease agreement. Contribution can take many forms, including capital, philanthropy commitment and/or infrastructure.
    - Well-regarded brand presence in the market - Respected healthcare brands (e.g., UCs, Kaiser) are attractive to patients and are more likely to capture and maintain market share.
    - History of strong financial performance - Particularly important if debt service tied to operating revenues or lease.
- **Timing Between Closing of Old and Opening of New**: Ideally, there should be no gap between the closing of the old and the opening of the new facility. Gaps in access, even short ones, can risk loss of local market share before the new facility opens.
- **Project Team**: All vendors and professionals participating in project will be scrutinized (engineers, architects, etc.) There is a need to select a highly qualified team with demonstrated experience in developing projects of this scale on time and on budget.

Step 2a: Establish Healthcare District *if pursued* (4-9 months): If choosing to establish a new healthcare district, or join and expand the boundaries and scope of service for an existing one, California state law requires planning and submission of a petition for formation, review and comment by the CA Office of Statewide Health Planning and Development and by each health

planning agency with territory within the proposed district (60 days), notification of election to LAFCO and response (10 days), posting of proposal for formation and public comment (54 days), distribution of notice for public vote prior to election (10 days minimum), and finally a public vote with at least 12% of registered voters within proposed district boundaries participating and recording majority approval.[36]

Step 2b: Establish Joint Powers Authority *if pursued* *(4-6 months):* If choosing to establish a JPA, a vote will not be required. Once authorized by their legislative or governing bodies, the public agencies may enter into an agreement. The agreements shall state the purpose of the agreement or the power to be exercised and provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised. Once executed, the agreement must be filed with the Secretary of State within 30 days of the effective date with an additional copy to be sent to the Controller. Once successfully filed, the JPA may issue bonds and finance projects.[37]

Step 2c: Gain Voter Approval of Additional Debt and Associated Tax to Secure (4-9 months): If debt is to be secured by new tax revenues, ad valorem or special tax, voter approval will be required. Organizing, publicizing, and holding the vote may take anywhere from 4-9 months. (If establishing a healthcare district, the vote can occur at same time as district formation vote.)

Step 3: Issue Debt (4-9 months): Once approval to offer debt is received, the issuing entity will work with investment banks and advisors to develop offering(s) and then make them available to investors. Generally, this can take 4-9 months, though complex circumstances could result in longer timelines extending up to 12-18 months.

Step 4: Complete Permitting and Construction (3-5+ years): Once funded, project construction will begin. The construction timeline has several dependencies, such as permitting, land acquisition, and regulatory review, which may be initiated in parallel with the prior steps. As the most time-intensive step, choosing a developer in the planning and feasibility stage with demonstrated experience executing a hospital project of similar scale in the same or similar geography is essential.

[36] California Healthcare District Law 32000-32003
[37] California Government Code - Section 6500-6536 :: Article 1. Joint Powers Agreements

Appendices

Appendix A: Special District GO Bond Rating Criteria (Moody's)

Appendix B: California Healthcare District Formation Regulations (32000-32003)

Appendix C: Summary of Regional Municipalities and Current District Participation Status

Appendix D: Case Profile – Pajero Valley Health Care District Formation via Legislation

manatt

Appendix A: Moody's Special District GO Bond Rating Criteria

EXHIBIT 1

US Special Purpose District General Obligation Debt Scorecard Overview

Factor	Factor Weighting	Sub-factor	Sub-factor Weighting
Economy / Tax Base	30%	Tax Base Size (full value)	10%
		Full Value Per Capita	10%
		Wealth (median family income)	10%
Finances	30%	Fund Balance (% of revenues)	10%
		Fund Balance Trend (5-year change)	5%
		Cash Balance (% of revenues)	10%
		Cash Balance Trend (5-year change)	5%
Management	20%	Institutional Framework	10%
		Operating History	10%
Debt / Pensions	20%	Debt to Full Value	5%
		Debt to Revenue	5%
		Moody's-adjusted Net Pension Liability (3-year average) to Full Value	5%
		Moody's-adjusted Net Pension Liability (3-year average) to Revenue	5%

Source: Moody's Investors Service

manatt

Appendix B: California Health and Safety Codes: Division 23 – Hospital Districts

Division 23, Chapter 1: Formation of District

Section	Policy
§ 32001	A local hospital district may be organized, incorporated and managed, as provided in this division and may exercise the powers herein granted or necessarily implied. Such a district may include incorporated or unincorporated territory, or both, or territory in any one or more counties. The territory comprising this district need not be contiguous but the territory of a municipal corporation shall not be divided; provided, that land either in a municipal corporation or in unincorporated territory which the supervising authority finds will not be benefited shall not be included. (Amended by Stats. 1965, Ch. 2043.)
§ 32002	The manner of formation of local hospital districts, and the conducting of all hospital district elections, unless otherwise provided in this division shall be as in the manner provided, respectively, by Chapter 1 (commencing with Section 58000) of Division 2 of Title 6 of the Government Code, and Part 3 (commencing with Section 10400) and Part 4 (commencing with Section 10500) of Division 10 of the Elections Code. Except as provided in this division, these provisions are hereby incorporated in this division by reference and shall have the same effect and force as if fully set forth herein. In addition to all other requirements regarding formation of hospital districts, no hearing upon the petition to form a hospital district shall be held until comments and recommendations of the Office of Statewide Health Planning and Development and each area health planning agency having territory within the proposed district, concerning the need for new or additional health facilities in the area to be served by the proposed district have been filed with the supervising authority. The Office of Statewide Health Planning and Development and the area health planning agency or agencies shall submit these comments and recommendations to the supervising authority within 60 days after receiving a request therefor from the proponents. Failure to submit these comments to the supervising body within 60 days shall be deemed to constitute a "no comment" response. (Amended by Stats. 1994, Ch. 923, Sec. 145. Effective January 1, 1995.)
§ 32002.31	Within five days after the district formation election has been called, the legislative body which has called the election shall transmit, by registered mail, a written notification of the election call to the executive officer of the local agency formation commission of the county or principal county in which the territory or major portion of the territory of the proposed district is located. Such written notice shall include the name and a description of the proposed district, and may be in the form of a certified copy of the resolution adopted by the legislative body calling the district formation election. The executive officer, within five days after being notified that a district formation election has been called, shall submit to the commission, for its approval or modification, an impartial analysis of the proposed district formation. The impartial analysis shall not exceed 500 words in length and shall include a specific description of the boundaries of the district proposed to be formed. The local agency formation commission, within five days after the receipt of the executive officer's analysis, shall approve or modify the analysis and submit it to the officials in charge of conducting the district formation election. (Added by Stats. 1970, Ch. 736.)
§ 32002.32	The board of supervisors or any member or members of the board authorized by the board, or any individual voter or bona fide association of citizens entitled to vote on the district formation proposition, or any combination of such voters and associations of citizens, may file a written argument for or a written argument against the proposed district formation.

manatt

	Arguments shall not exceed 300 words in length and shall be filed with the officials in charge of conducting the election not less than 54 days prior to the date of the district formation election. (Added by Stats. 1970, Ch. 736.)
§ 32002.33	If more than one argument for or more than one argument against the proposed district formation is filed with the election officials within the time prescribed, such election officials shall select one of the arguments for printing and distribution to the voters. In selecting the arguments, the election officials shall give preference and priority in the order named to the arguments of the following: (a) The board of supervisors or any member or members of the board authorized by the board. (b) Individual voters or bona fide associations of citizens or a combination of such voters and associations. *(Added by Stats. 1970, Ch. 736.)*
§ 32002.34	The elections officials in charge of conducting the election shall cause a ballot pamphlet concerning the district formation proposition to be voted on to be printed and mailed to each voter entitled to vote on the district formation question. The ballot pamphlet shall contain the following, in the order prescribed: (a) The complete text of the proposition. (b) The impartial analysis of the proposition, prepared by the local agency formation commission. (c) The argument for the proposed district formation. (d) The argument against the proposed district formation. The elections officials shall mail a ballot pamphlet to each voter entitled to vote in the district formation election at least 10 days prior to the date of the election. The ballot pamphlet is "official matter" within the meaning of Section 13303 of the Elections Code. *(Amended by Stats. 1994, Ch. 923, Sec. 146. Effective January 1, 1995.)*
§ 32003	Whenever the formation of a local hospital district is desired, a petition may be presented at a regular meeting of the supervising authority of the county in which the land, or a greater portion of the land, in the proposed district is situated, said petition to be signed by the registered voters residing within the boundaries of the proposed district, equal in number to at least 12 percent of the voters registered within the boundaries of the proposed district 30 days prior to the date the petition is filed. The number of written protests required to terminate the proceedings shall be a majority of the registered voters residing in the proposed district. If a majority of all the votes cast in the proposed district are in favor of organization, the supervising authority by resolution entered on its minutes shall declare the district duly organized under this act, shall give the name of the district as theretofore designated and shall describe the boundaries of such district. The county whose supervising authority declares the district organized shall be designated the "organizing county." (Amended by Stats. 1963, Ch. 1232.)

manatt

Appendix C: Summary of Nearby Municipalities in Service Area Geography and Current District Participation Status

Municipality / Territory	Distance from Alta Bates Summit Medical Center (miles)	Currently in/Contains a Health Care District (Y/N)	Health Care District	Health Care District Tax	Net Assessed Value of Taxable Property (in billions)[38]
Berkeley	**0.0**	**No**	**N/A**	**No**	**$26.712**
Emeryville	2.3	No	N/A	No	$7.190
Piedmont	3.6	No	N/A	No	$4.700[39]
Oakland	3.7	No	N/A	No	$79.755
Albany	4.2	No	N/A	No	$3.409
Kensington	4.4	Yes	West Contra Costa	$52 per parcel tax + tiered parcel tax based on property type*	Not Available
El Cerrito	6.1	Yes	West Contra Costa	$52 per parcel tax + tiered parcel tax based on property type*	$5.478
Orinda	6.7	No	N/A	No	$8.874
Richmond	8.8	Yes	West Contra Costa	$52 per parcel tax + tiered parcel tax based on property type*	$13.649
Moraga	11	No	N/A	No	$5.237
Lafayette	11.2	No*	N/A	No	$10.524
San Pablo	11.7	Yes	West Contra Costa	$52 per parcel tax + tiered parcel tax based on property type*	$2.622
Walnut Creek	14.3	No	N/A	No	$22.555
Alameda County	N/A	Yes	City of Alameda	District specific	$379.140
Contra Costa County	N/A	Yes	Los Medanos; Concord/ Pleasant Hill; West Contra Costa	District specific	$256.266

**Tiered parcel tax approved in November 2011 (Measure J): $47/single family home; $94/small multi-unit residential; $282/small commercial or industrial property; $470/medium commercial or industrial property; $940/large commercial or industrial property.*
Source: Contra Costa County Public Records

[38] Net Assessed Value of Taxable Property sourced from FY23 Audited Comprehensive Annual Financial Reports respective municipalities and county.

[39] Piedmont does not report net assessed value in annual audited financials and relies on Alameda County for annual estimate. $4.7 billion value as of June 2020 from Report of the Piedmont Budget Advisory and Financial Planning Committee.

Appendix D: Case Profile

Profile: Pajaro Valley Health Care District Formation via Legislation

Case Profile: Pajaro Valley Health Care District Formation via Legislation

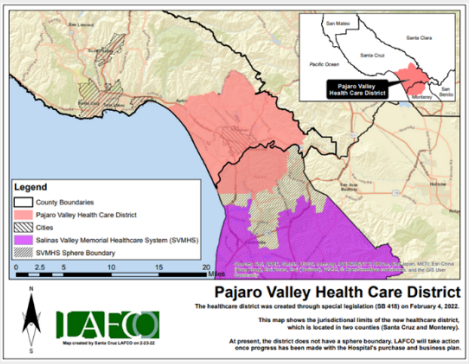
In 2022, the Pajaro Valley Health Care District (Pajaro Valley) was formed through special legislation (Senate Bill 418) to acquire the operations of Watsonville Community Hospital (Watsonville), a 106-bed inpatient hospital, to ensure its ongoing operation.

- SB 418 allowed for expedited formation of district, bypassing the voting process and fast-tracking aspects of the planning process
- Watsonville was in bankruptcy under the prior for-profit operator
- Watsonville served a lower income community that would experience a significant reduction in access to care should the hospital close.
- Effort had significant community support and engagement

The hospital was transitioned from a for-profit to a non-profit entity under the control of Pajaro Valley.

On March 2, 2024, voters approved Measure N, allowing Pajaro Valley to purchase, renovate and modernize Watsonville.

- Measure N allowed for the levy an ad valorem property tax estimated at $24 per $100k in assessed property value to secure a $116M general obligation bond
- Bond is funding the purchase and renovation of Watsonville. Purchasing the facility will save Pajaro Valley $3M annually in lease payments.
- Measure passed 68% to 32%



24

Office of the Mayor

CONSENT CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Mayor Jesse Arreguín (Author)

Subject: Referral to City Manager: Equity for Black Berkeley (E4BB) Initiative

RECOMMENDATION
Adopt a resolution, recognizing the vision and goals of the Equity for Black Berkeley (E4BB, previously referred to as EBB), historicizing the work that has been completed to date, recognizing the current and past City staff and external stakeholders involved with E4BB, and maintaining E4BB as a priority of the City.

Refer to the City Manager the following actions to be taken:

1. Establish a representative for E4BB (the "E4BB Representative") with the following responsibilities:
    a. Represent the City's interests when relating to matters of the E4BB initiative;
    b. Liaise between City officials and external partners and parties associated with E4BB;
    c. Draft policies that advance the work aligned with vision and goals of E4BB in connection with the Mayor's Office and other legislators within the City and across jurisdictions and agencies, as needed;
    d. Oversee and coordinate the implementation of work related to E4BB across the City and with external stakeholders, providing updates to the Mayor's Office, as appropriate; and
    e. Pursue internal and external resources and funding opportunities to advance the work of E4BB in the near- (1-2 years) and long-term (3+ years).

2. Determine the appropriate staffing and financial resources needed to monitor and communicate the implementation of the following existing and future projects and policies related to E4BB with the E4BB Representative:
    a. Implementation of Ashby BART TOD;
    b. Data collection and analysis of the impact of the Preference Policy;
    c. Implementation of Housing Element, with particular attention in identifying priorities sites for expanding the efficacy of the Preference Policy and

what unmet needs may be invested in through the establishment of a non-governmental organization outside of the City;
d. Improvements to establish cultural vibrancy and accessibility in South Berkeley, creating recommendations for what potential EIFD funds can be used towards;
e. Growth opportunities to expand the economic viability of small businesses and commerce in the South Berkeley area, including support to sustain and grow the success of the Berkeley Flea Market;
f. Facilitating the intersection of the African American Holistic Resource Center (AAHRC) with relevant work in South Berkeley, particularly the new Ashby TOD residents and EFID related projects;
g. Management of financing, expenditures, and balance sheets received by the City related to E4BB including but not limited to grants, City investments from the General Fund, and an EIFD fund;
h. Legal representation and support with negotiations, contracts, and MOUs with outside jurisdictions, external E4BB partners, and internal discussions of authority and governance; and
i. Provide 1) supervision of an unpaid staff person offered by the Partnership for the Bay's Future (PBF) grant program (should the City of Berkeley become selected as a government host site) and 2) communication on the progress and connection of projects relating to E4BB including but not limited to the Ashby BART TOD, Black Arts and Cultural District, Small Sites, EIFD, Black Health Equity Zone, Berkeley Flea Market and AAHRC.

3. With assistance from the E4BB representative, create a template MOU to be drafted and circulated with outside groups engaged in E4BB, including, but not limited to:
    a. Berkeley Flea Market;
    b. Healthy Black Families;
    c. San Francisco Foundation; and
    d. External Consultants (Ndidi Love, Randolph Belle aka Creative Development Partners, communications experts, etc).

4. Work with the E4BB Representative to pursue additional external and internal investments to help with creating a non-governmental organization to manage a community investment fund beyond 2026 and transition the work of E4BB to be managed within this entity.

FINANCIAL IMPLICATIONS
None explicitly requested. The investment of staff will be given at the discretion of the City Manager. Additional resourcing of staff and financing can be requested by Council at a future date, at their discretion. Current investments made come from the Mayor's staff and office budget and successfully awarded philanthropic grants.

CURRENT SITUATION AND ITS EFFECTS
Equity 4 Black Berkeley (E4BB, previously referred to as EBB) is an initiative started in Mayor Arreguín's Office in partnership with community, philanthropic, and government

partners with the goal of addressing historical harm and injustices while committing to community wellness and generational wealth building into the future. This multi-year, multi-stage, cross-industry, cross-sectoral, multi-departmental collaboration between partners in South Berkeley, the East Bay, and the greater Bay Area region demonstrates a commitment to advancing racial equity, promoting progressive housing and social policies, and advancing the outcomes and opportunities of those formerly and currently displaced by historical redlining, BART development and property seizure, and gentrification.

In anticipation of the upcoming mayoral and council transition, it is necessary to 1) enshrine the vison, goals, and work of E4BB so that its prioritization can be maintained, 2) lay the groundwork for the initiative to permanently transition out of the Mayor's Office (and eventually the City), and 3) outline the remaining work and potential resources needed to accomplish the goals and vision of E4BB.

BACKGROUND

In 2020, the City of Berkeley Mayor's Office was selected as the government partner in connection to the first[1] San Francisco Foundation's Partnership for the Bay's Future (PBF) cohort with the stated goals of building out a housing preference policy and Tenants Opportunity to Purchase Act (TOPA) with the East Bay Community Law Center (EBCLC), the selected community partner in this work. Additional community partners included Healthy Black Families (HBF) the Northern California Land Trust (NCLT), and Bay Area Community Land Trust (BACLT). During this two-year grant period, Equity 4 Black Berkeley was conceived as an initiative that could nest this opportunity along with ongoing and future community grassroots and grasstops efforts to advance housing, economic, and social opportunities for current and displaced Black residents.

In 2022, the Mayor's Office was once again selected as the government partner for the second PBF grant[2] to work on three stated goals with HBF, the selection community partner: 1) community-driven, equitable development recommendations at the North Berkeley and Ashby BART stations in conjunction with supportive policies such as Right to Return and Local Preference policy[3] 2) innovative financing to raise $500M for development at BART sites, and 3) building a replicable model for reparative work. This funding, allowed the Mayor's Office to build upon its previous E4BB concept, working with HBF to collect data from community members on what priority policy activities they would like to pursue, synthesize data into categories that could promote policy creation. The community identified housing as the leading priority. Within this priority category, affordable home ownership opportunities and affordable housing were identified as chief needs. Central to these priorities are the achievement of E4BB's five values:

- The Right to Return for displaced residents and/or their descendants;
- The Right to Remain for residents at all income-levels and housing needs;
- The Right to Own properties of all types and at all pricing levels; and

[1] The first PBF grant was referred to as the Challenge grant.
[2] The second PBF grant was referred to as the Breakthrough grant.
[3] The Affordable Housing Preference Policy was adopted by Council on July 11, 2023.

- The Right to Thrive, an affirmative commitment to valuing and elevating the active well being of Black residents.
- To secure members of the historically Black community as large an equity stake in the Adeline Corridor redevelopment project as possible.

In 2022, the Berkeley Mayor's office paired this second PBF grant opportunity with additional investments from the Mayor's Office budget and the SFF's Power and Place grantmaking portfolio, increasing the capacity for the E4BB team[4] to include expertise from an innovative real estate investment and development company,[5] a communications expert,[6] technical assistance,[7] strategic planning,[8] and project management along with additional research support.[9] These supports gave capacity for the Mayor's Office to:

- Build a reparative framework to be incorporated in negotiations with BART related to the Ashby BART Transit Oriented Development term sheet, developer selection process, and community benefit prioritization;
- Create and deploy near-term, medium-term, and long-term visioning and strategic planning to revitalize, sustain, and grow the Berkeley Flea Market (BFM) through modernization efforts including new governance, board, and financing strategies, in addition to guidance to assist the BFM in its temporary and permanent relocation and economic growth strategy in connection with the Ashby BART TOD;
- Research to support policy development and targeted investments to expand opportunity for missing middle housing;[10]
- Research to investigate finance structures that can support E4BB's Right to Stay and Right to Own pillars through the creation of investment funds, such as the Institutional Fund[11], a Community Fund[12], and an Enhanced Infrastructure Financing District (EIFD) fund[13]; and
- Draft governance documents to assist with the conceptualization of a community-led, non-governmental organization that can house E4BB activities, one or more

[4] Mayor's Office Staff and HBF.
[5] Provided by Creative Development Partners (CDP), represented by Randolph Belle.
[6] Provided by Planet DMA Inc., represented by Donna Marie Anderson (DMA).
[7] Provided by Schuyler Karr, MPA student, now graduate from UC Berkeley Goldman School's of Public Policy.
[8] Provided by CDP and Ndidi Love.
[9] Provided by a number of paid short-term consultants, such as Amy Gao and Gail McGuire, and Anthony Rodriguez, staff member in the Office of the Mayor of Berkeley.
[10] Missing middle housing refers to the concept of needing to provide housing at all affordability levels, including middle-income housing opportunities that are typically under-supported through income-driven rental and homeowner assistance programs and policies and market-rate housing solutions.
[11] The Institutional Fund has been conceived as $500M private fund to invest in affordable housing development.
[12] The Community Fund is a community-driven, funded, and governed fund to invest in economic opportunities for new and emerging businesses.
[13] The EIFD fund would be grown from transfer taxes in a specific and/or discontinuous area to be earmarked for infrastructure improvements (beautifying, placemaking, cultural expression, etc) for a geographic area.

of these funds, and organize for the development of community-led policy making.

For four years, the Mayor's Office has worked with community partners to actively seek out, engage, and center Black leadership, Black organizations, Black community members to include them in policy-making processes and decisions to collect data on and feedback from displaced residents and residents who are or might be impacted by or eligible for housing opportunities.[14] This inclusive and participatory process, demonstrates an intentional experience is being pursued to advance policymaking through effective partnership cultivation and constituent engagement. Advancing E4BB's work will require further ingenuity in how policies, programs, and collaborative efforts generate systemic change to identify, address, heal from, and overturn systemic inequities that disproportionately affect marginalized communities historically underinvested, deprived, and extracted from.

E4BB is presently poised to become a catalyst for change, improving the current housing ecosystem that creates and perpetuates an existing multi-generational wealth gap. In its next phase of work, E4BB aims to explore opportunities to increase Black homeownership in South Berkeley within a generation, build sustainable economic engines in the area, and move the fulcrum of power determining the future of residents' lives to the center of community. Coordinated efforts with the Planning Department to support the revitalization of the BFM are in place and will continue through January 2025. The Mayor's Office is a finalist for the third PBF grant[15] which will focus on conceiving homeownership opportunities in partnership with HBF. Through coordinated efforts by CDP, the Northern California Grantmakers, San Francisco Foundation, and East Bay Community Foundation will host a funders forum in February 2025 to bring greater regional support to E4BB, with a goal of generating $4M over 5 years to assist with permanently transitioning E4BB out of the City of Berkeley. To help ensure the continued success and pursuit of E4BB's vision from one administration to the next, Mayor Arreguín hired a dedicated team member to focus on managing the E4BB's initiative across internal and external stakeholders.[16] This person will serve as the E4BB Representative on behalf of the City.

[14] HBF held 14 People's Assembly's in 2022 and 2023 to help garner input, collect quantitative and qualitative data, and generate community priorities for E4BB among Black residents. Using philanthropic funding ,the Mayor's Office hosted a set of Strategy Sessions, led by Planet DMA, to create a Minimum Viable Product (MVP) in support of ideating around one meaningful, low-intensity action to be taken to advance the needs of the community in line with E4BB's goals and vision.
[15] The third PBF grant will be considered a grant from the Policy grantmaking portfolio. Decisions will be made in November/December 2024, with work commencing in February 2025.
[16] The maintenance of this position is left at the discretion of future Mayoral administrations.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects associated with adopting this recommendation, however there are opportunities to improving the social determinants of health through community investments in housing[17] and social inclusion[18].

CONTACT PERSON

Mayor Jesse Arreguín 510-981-7100
Anthony Rodriguez ARodriguez@berkeleyca.gov
Gail McGuire GMcGuire@berkeleyca.gov

Attachments:

1: Resolution
2: E4BB Narrative
3. E4BB Reparative Framework
4. Healthy Black Families' Case Study

[17] See "Optimizing Investment in Housing as a Social Determinant of Health" by Dr. Stuart M. Butler via the Journal of the American Medical Association (JAMA). https://jamanetwork.com/journals/jama-health-forum/fullarticle/2796572

[18] See National Academies of Sciences, Engineering, and Medicine's The Future of Nursing 2020-2030 journal, chapter 2: "Social Determinants of Health and Health Equity". https://www.ncbi.nlm.nih.gov/books/NBK573923/

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

ENRISHING EQUITY 4 BLACK BERKELEY (E4BB) AS A PRIORITY OF THE MAYOR'S OFFICE AND CITY

WHEREAS, Equity 4 Black Berkeley (E4BB, previously referred to as EBB), is an initiative conceived out of Mayor Jesse Arreguín's Office in partnership with Healthy Black Families (HBF) and other Black community members to address historical injustices and commit to community wellness and generational wealth building; and

WHEREAS, since Mayor Arreguín's election in 2016, equitable and affordable housing has been a core focus of his administration; and

WHEREAS, The City of Berkeley acknowledges the historical and current harm to cultural vibrancy, economic vitality, population growth, and generational wealth building among Black and other melanated residents through the systemic, intentional, and unintentional consequences from institutional redlining during the 1960's and 1970's, the planned and ongoing construction of BART stations and infrastructure leading to mass displacement via eminent domain and property purchasing, and modern forms of gentrification causing increases to cost-of-living that disrupt the life of those who remain; and

WHEREAS, through E4BB, the City of Berkeley commits to and acts to become a place where former and current Black residents can live, work, engage with community, and personally, financially, and healthily thrive in an effort to address and repair aforementioned institutional harm, with particular attention given to those having resided in the South Berkeley Area; and

WHEREAS, E4BB maintains four main pillars or work including: A Right to Return for displaced residents or their descendants, A Right to Remain in Berkeley for residents at all income-levels and housing needs, A Right to Own properties of all types and at all pricing levels in connection to homeownership and building generational wealth, and A Right to Thrive, an affirmative commitment to valuing and elevating the active well-being of Black residents; and

WHEREAS, a three-pronged approach to the E4BB initiative was used in community stakeholders and partners, including 1) engaging community members, 2) enacting critical policy measures, and 3) ensuring measurable impact; and

WHEREAS, the City of Berkeley has taken major actions in the form of policy referrals and adoptions that advance the goals and activities of E4BB including: the Affordable Housing Policy, the Housing Preference Policy, the Adeline Corridor Specific Plan, the Small Sites Program, the Enhanced Infrastructure Finance District (EIFD) referral, the establishment of a Black Arts and Culture District, and the Ashby BART Transit Oriented Development (TOD) term sheet adoption; and

WHEREAS, the Mayor's Office has generated resources, guided partnerships, and advocated for the advancement of E4BB's work across public, private, and non-profit partnerships, including a set of direct investments from the San Francisco Foundation's Place and Power grantmaking, the selection to participate in the first two San Francisco Foundation's Partnership for the Bay's Future (PBF) grant program cohorts with Healthy Black Families, the investment of monies from the General Fund to revitalize, sustain, and grow the Berkeley Flea Market (BFM), and a pending budget referral to HBF in support of the creation of a Community Advisory Group to provide thought leadership around implementation of a Black Cultural Zone and Health Equity Zone; and

WHEREAS, from 2020-2024 the City of Berkeley's Eviction Defense Center served 939 unduplicated households. 36% of those households were Black/African American; and

WHEREAS, $111 million of Measure O's $135 million already has been allocated, providing 784 units of affordable housing that have either been completed, under construction, or in pre-development (including Berkeley Unified School District Workforce Housing and affordable housing at Ashby and North Berkeley BART); and

WHEREAS, for four years, through E4BB, the Mayor's office and community partners (led by HBF) have actively sought out, engaged, and centered Black leadership, Black organizations, Black community members to include them in policy-making processes and decisions, collected data on and feedback from displaced residents and residents who are or might be impacted by or eligible for housing opportunities.

NOW, THEREFORE, BE IT RESOLVED that the City of Berkeley establishes a representative for E4BB (the "E4BB Representative") with the following responsibilities:

a. Represent the City's interests when relating to matters of the E4BB initiative;
b. Liaise between City Officials and external partners and parties associated with E4BB;
c. Draft policies that advance the work aligned with vision and goals of E4BB in connection with the Mayor's Office and other legislators within the City and across jurisdictions and agencies, as needed; and
d. Oversee and coordinate the implementation of work related to E4BB across the City and with external stakeholders, providing updates to the Mayor's Office, as appropriate; and
e. Pursue internal and external resources and funding opportunities to advance the work of E4BB in the near- (1-2 years) and long-term (3+ year).

BE IT FURTHER RESOLVED that the City Manager will determine the appropriate staffing and financial resources needed to monitor and communicate the implementation of the following existing and future projects and policies related to E4BB with the E4BB Representative:

a. Implementation of Ashby BART TOD;

b. Data collection and analysis of the impact of the Preference Policy;

c. Implementation of Housing Element, with particular attention in identifying priorities sites for expanding the efficacy of the Preference Policy and what unmet needs may be invested in through the establishment of a non-governmental organization outside of the City;

d. Improvements to establish cultural vibrancy and accessibility in South Berkeley, creating recommendations for what potential EIFD funds can be used towards;

e. Growth opportunities to expand the economic viability of small businesses and commerce in the South Berkeley area, including support to sustain and grow the success of the Berkeley Flea Market;

f. Facilitating the intersection of the African American Holistic Resource Center (AAHRC) with relevant work in South Berkeley, particularly the new Ashby TOD residents and EFID related projects;

g. Management of financing, expenditures, and balance sheets received by the City related to E4BB including but not limited to grants, City investments from the General Fund, and an EIFD fund;

h. Legal representation and support with negotiations, contracts, and MOUs with outside jurisdictions, external E4BB partners, and internal discussions of authority and governance; and

i. Provide 1) supervision of an unpaid staff person offered by the Partnership for the Bay's Future (PBF) grant program (should the City of Berkeley become selected as a government host site) and 2) communication on the progress and connection of projects relating to E4BB including but not limited to the Ashby BART TOD, Black Arts and Cultural District, Small Sites, EIFD, Black Health Equity Zone, Berkeley Flea Market and AAHRC.

BE IT FURTHER RESOLVED that, with assistance from the E4BB representative, the City Manager shall create a template Memorandum of Understanding (MOU) to be drafted and circulated with outside groups engaged in E4BB, including, but not limited to:

a. Berkeley Flea Market;
b. Healthy Black Families;
c. San Francisco Foundation; and

d. External Consultants (Ndidi Love, Randolph Belle aka Creative Development Partners, communications experts, etc); and

BE IT FURTHER RESOLVED that the City Manager will work with the E4BB Representative to pursue additional external and internal investments to help with creating a non-governmental organization to manage a community investment fund beyond 2026 and transition the work of E4BB to be managed within this entity.

BE IT FURTHER RESOLVED that the City of Berkeley acknowledges that E4BB has been spearheaded by Mayor Jesse Arreguin and his office, with immeasurable contributions provided through the involvement of city leaders and public servants including Jacquelyn McCormick, Anthony Rodriguez, Gail McGuire, Anna Cash, Mike Urbeti, Lisa Warhuus, Alisa Shen, Jordan Klein, Babalwa Kwanele, Paul Buddenhagen, Councilmember Ben Bartlett, James Chang, Dyana Delfin Polk, Hank Levy, Amy Shrago, Demisha Burns, Secretary Tomiquia Moss, Michelle Starratt, and countless others.

BE IT FURTHER RESOLVED that the City of Berkeley acknowledges the following partners and community stakeholders involved in bringing E4BB to life, fostering its advancement, and supporting its current position for growth and expansion, including: Randolph Belle of Creative Development Partners (CDP); Donna Michelle Anderson (DMA) of Planet DMA; Schuyler Karr; Wilhelmina Wilson, (Mama) Ayanna Davis, Erin Alexander, Suzette Chaumette, Derethia DuVal, Deborah Hailu, and Yusef Herbert of Healthy Black Families (HBF); Alan Dones of Strategic Urban Development Alliance (SUDA); Nikki Beasley of Richmond Neighborhood Housing Services; Willie Phillips of Resources for Community Development (RCD); Michael Trujillo of the East Bay Community Law Center (EBCLC); Ms. Ritchie of the Friends of Adeline and the Friends of Adeline Board; Aysha Pamukcu, Ella Zimbalist, Demitrius Burnett, and Rodney Nickens, and Judith Bell of the San Francisco Foundation (SFF); Matt Gustafson of the Bay Area Community Land Trust (BACLT); Phillip Palmer of Berkshire Hathaway Realty; Charles Wilson of BDO; Arthur Summerville; Moni Law; Ambrose Carroll of Green the Church; Michael McBride of The Way Christian Church; Aisha Brown of BART; Eli Moore of UC Berkeley's Othering and Belonging Institute; Nathan Brostrom of the UC Office of the President; Dr. Jovan Scott Lewis, PhD; Christine "Chris" Schildt; Dan Lindheim; Aleks Vorobets; Rick Jacobus; Sameer Sood; Josh Prasad; Amy Gao; the Center for Food, Faith & Justice (CCFJ); Coro Northern California; numerous faith-based groups; and additional unnamed contributors.

BE IT FURTHER RESOLVED by the Council of the City of Berkeley that the City of Berkeley recognizes E4BB as a priority of the City to be maintained until the initiative is transitioned outside of the City and under the responsibility of an outside City entity.

BE IT FURTHER RESOLVED that E4BB is poised to become a catalyst for change, improving the current housing ecosystem that creates and perpetuates an existing

multi-generational wealth gap, and in its next phase of work, E4BB aims to explore opportunities to increase Black homeownership in South Berkeley within a generation, build sustainable economic engines in the area, and move the fulcrum of power determining the future of residents' lives to the center of community.

EQUITY 4 BLACK BERKELEY



NARRATIVE & NEXT STEPS

AUGUST 2024

For the City of Berkeley



TABLE OF CONTENTS

01 THE VISION

02 THE ECOSYSTEM

03 THE RESIDENT'S JOURNEY

04 HISTORICAL CONTEXT

05 KEY MILESTONES

06 MAYORAL FOCUS

- AFFORDABLE HOUSING
- HOUSING PREFERENCE POLICY
- ADELINE CORRIDOR
- SMALL SITES PROGRAM
- OUTCOMES

07 TIMELINE

08 FRAMES OF REFERENCE

09 THE GOAL

10 THE URGENCY

- RESIDENTS SNAPSHOT

11 THE ENTITY

- SHORT-TERM ACTIVATIONS
- NEAR-TERM ACTIVATIONS
- LONG-TERM ACTIVATIONS

APPENDICES

- TIMELINE
- DATA
- SOURCES

EQUITY 4 BLACK BERKELEY

Equity 4 Black Berkeley (E4BB), originally known as Equitable Black Berkeley (EBB), is a four-year initiative of the City of Berkeley Mayor's Office, in partnership with Healthy Black Families (HBF) and other Black community members, to address historical injustices and commit to community wellness and generation wealth. This report sets forth a foundation and framework for transitioning E4BB into an independent, non-governmental entity.

01. THE VISION

Through E4BB, the City of Berkeley commits to and acts to become a place where former and current Black residents can live, work, engage with community, and personally, financially, and healthily thrive.

Per the directive of Black community leaders and members engaged with E4BB, the current priority lens of this vision is housing, particularly affordable housing, with the City emphasizing and ensuring:

- A Right to **Return** (for displaced residents or their descendants)
- A Right to **Remain** (for residents at all income-levels and housing needs)
- A Right to **Own** (properties of all types and at all pricing levels)
- A Right to **Thrive** (an affirmative commitment to valuing and elevating the active well-being of Black residents)

The current priority lens of this vision is housing.

02. THE ECOSYSTEM

Dozens of independent entities impact the lives and housing experiences of Berkeley's Black residents. These entities vary by:

- **Sector**
  - Public
  - Private
  - Non-profit organizations
- **Levels** (public sector)
  - Local: neighborhood, city, county, tribal, regional
  - State
  - Federal
- **Spheres of influence**
  - Policy
  - Health care
  - Employment
  - Law enforcement
- **Platforms of engagement**
  - Online portals
  - In-person meetings
  - Video conferencing
  - Emails, letters, phone calls

There are 22 discrete web sites to seek affordable housing in Berkeley.

03. THE RESIDENT'S JOURNEY

In order to find or retain housing, individual residents are charged with navigating dozens of entities, processes, and policies, learning as they go. Their success and failure is relegated to the individuals themselves.

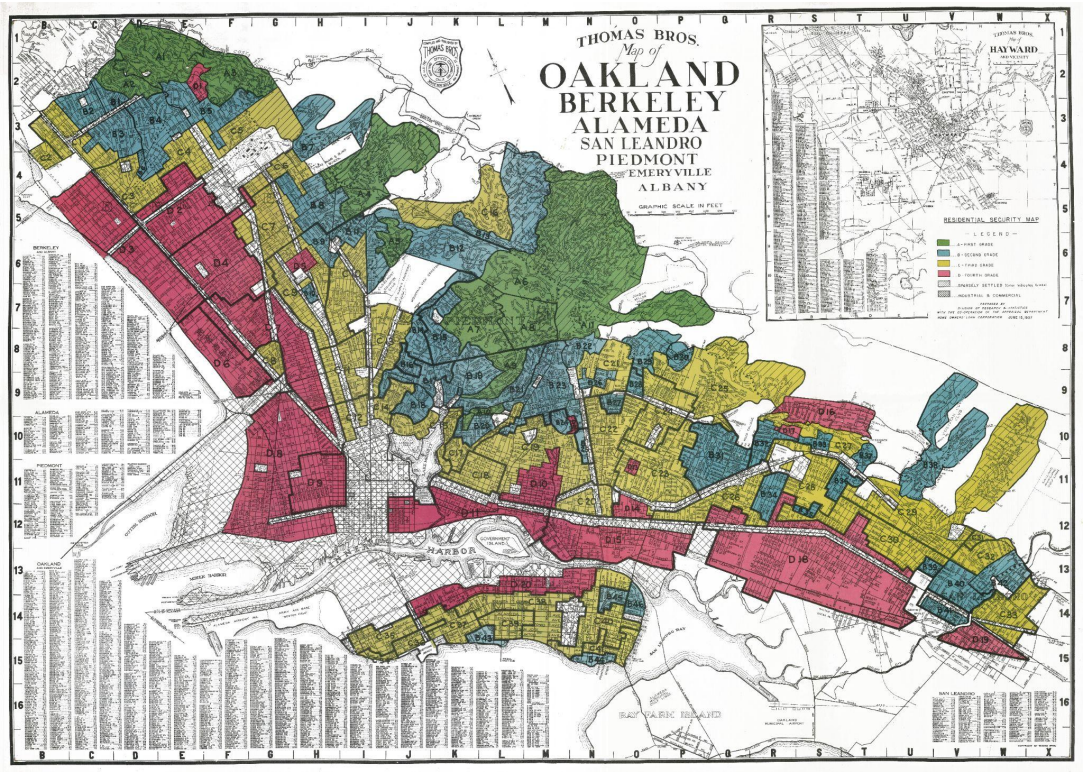
- **Unassigned.** No entity or individual currently is charged with ensuring Black residents (or any residents) reach the E4BB vision of returning to housing after displacement, remaining in current housing, owning a home, or thriving as individuals, families, and community members. It is no one's affirmative responsibility to ensure Black residents experience equity – or to mitigate harm that's been or being done to them.
- **Under-resourced.** Functionally specific entities serve many Black residents effectively but can be understaffed, underpaid, and under-resourced for the size and needs of their service population.
- **De-centered.** In a recent call regarding short-term plans and priorities for Black residents and housing, none of the City departments and elected leaders in attendance actively advocated for, or articulated a passionate, prioritized vision for, the well-being of Black residents.

Ultimately, the resident-facing entities, services, processes, and resources are deeply decentralized. Residents cannot quickly and effectively succeed in finding and leveraging their best-fit opportunities and resources, from finding housing and services, to protecting their housing rights, to creating and sharing generational wealth.

It's no one's responsibility to ensure Black residents experience equity.

04. HISTORICAL CONTEXT

- **1933 to 1977:** Berkeley is one of many cities nationwide institutionally redlined in the government-sponsored Home Owners' Loan Corporation (HOLC) maps.
- **1960s and 1970s:** The planned and ongoing construction of BART stations caused a loss of businesses, community and culture, and displaced many Black residents of Berkeley (either via eminent domain or, more commonly, property purchase).
- **1980s+**: Gentrification, cost-of-living, and continued structural and institutionalism racism continue to reduce the number of Black residents and disrupt quality of life for those who remain.



05. KEY MILESTONES

1973 Berkeley adopts Inclusionary Housing policy as part of Neighborhood Preservation Ordinance.

1977 The Housing Element of the Berkeley Master Plan affirms the right to decent, affordable, adequate, pleasant housing options for Berkeley residents

1980 The Rent Stabilization and Good Cause for Eviction Ordinance regulates rent increases and evictions.

1990 City establishes the Housing Trust Fund to support the creation and preservation of affordable housing in Berkeley.

1987 Berkeley adopts Inclusionary Ordinance (expands over time to include Affordable Housing Mitigation Fees), governing multi-unit rental and ownership properties (5 or more)

2010 Community members and organizations, especially in South Berkeley, begin advocacy to establish local preferences for Berkeley's affordable housing, including a right to return and right to stay.

2012 Governor Jerry Brown dissolves California's multi-billion dollar redevelopment agencies.

2016 Berkeley City Council's first discussion of a Housing Preference policy to reduce displacement.

06. MAYORAL FOCUS

Since Mayor Arreguín's election in 2016, affordable and equitable housing has been a core focus of the administration – including establishing the E4BB initiative. The three-pronged approach has been to:

- Engage community members
- Enact critical policy
- Assure measurable impact

The four central arenas of action have been:

- **Affordable Housing Policy.** The administration has proposed, shepherded, and signed off on transformative legislation.
- **Housing Preference Policy**. A cross-sector effort delivered an implemented a preference framework for displaced residents, and the first housing development to apply the policy has opened.
- **Adeline Corridor Specific Plan.** Negotiations are ongoing for the housing, commerce, community, and cultural opportunities connected to the development surrounding the North Berkeley and Ashby BART Stations.
- **Small Sites Program.** The City has funded two pilots for shorter-term, lower-budget housing developments with community partners.

Participants in the E4BB initiative have contributed to research, development, and execution of all of these arenas.

AFFORDABLE HOUSING

2017-2018

- The City reconstitutes and bolsters the 2008 Housing Retention Program and rental assistance grants through the Eviction Defense Center.
- The City prioritizes developing the Berkeley Way project.
- Measure P, a tax increase on the transfer of real property was on the ballot for Berkeley voters in Alameda County, California, on November 6, 2018. It was approved.
- Measure O provides $135 million of funding from bond revenue to pay for affordable housing projects. Berkeley voters passed Measure O in November 2018 with 77.5% approval. The original ballot question read:
- The city passes an affordable housing bond.

2020-23

- 2020: Berkeley Housing Authority (BHA) incorporates Affordable Housing Berkeley to facilitate the creation of new affordable housing through both acquisition and new construction. (BHA administers $32 million annually in Section 8 Housing Choice Vouchers and Project-Based Vouchers, and has $15.5 million from sale proceeds that can be invested in affordable housing in Berkeley.)
- 2020: The Affordable Housing Mitigation Fee and methodology are updated.
- 2021: $60 million still uncommitted from City's affordable housing bond.
- 2022: Berkeley Opens Doors to Largest Affordable Housing Development and Homeless Services Center in City History - BRIDGE Housing.
- 2022: The city issues a request for proposals to conduct a fair housing analysis.

2024

- BHA is selected as a participating Move To Work (MTW) agency in the landlord incentive cohort.
- City earns a Pro-housing designation from the State of CA
- The City funds Eviction Defense Center to provide housing retention grants to households that are at imminent risk of homelessness.

HOUSING PREFERENCE POLICY

2019-22

- 2019: The City Council makes a referral to create policies to develop a right to return for displaced residents, with a priority to support displaced Black residents.
- 2020: Berkeley receives two-year PBF Challenge Grant for fellow to develop preference policy.
- 2020: EBCLC and the PBF Fellow conduct historical and legal research on racial discrimination in the City of Berkeley's housing policies and potential pathways for a race-specific housing preference

2023-24

- 2023: The Preference Policy is unanimously adopted by the Berkeley City Council on July 11, 2023.
- 2023: The City receives HCD approval to apply the preferences to Maudelle Miller Shirek Community in December 2023.
- 2024: Maudelle Miller Shirek housing development in South Berkeley opened for applications, with the first implementation of the Housing Preference Policy. Almost 10,000 applications were submitted for 75 units.
- 2024: The Health, Housing, and Community Services Department receives a referral to look at city-wide historical data for preference policy-eligible residents, with anticipated assistance from E4BB partner Healthy Black Families.
- 2024: The Health, Housing, and Community Services Department builds the first database of displaced residents due to BART/transit development.

ADELINE CORRIDOR

2020

- Memorandum of Understanding between BART and City, signed on March 3, 2020
- Community Advisory Group and community meetings begin re the BART developments.
- HBF, EBCLC, and other community partners begin engaging with the broader community through a community leaders' group, focus groups, surveys and town halls. (continues for next four years)
- In October, Street Level Advisors are contracted to do a study regarding the plan for new housing in the Adeline Corridor plan.
- The City dedicates $7 million in infrastructure bond funds to the creation of an African American Holistic Resource Center in South Berkeley.
- HBF and other community leaders develop a steering committee to secure additional funding for both the physical site and programming through a Black-led process.)
- The city adopts the Adeline Corridor Specific Plan, which recommended developing a local Housing Preference Policy for future affordable units at Ashby BART (December), which names a goal of striving for 100% affordable housing at the Ashby BART station development.

2021-2024

- 2021: Per Street Level Advisors' models and recommendation, City Council reserves $53m for Adeline Corridor plan housing founding ($26.5 for No Berkeley and Ashby each), with a recommendation of 35% affordable housing (and explanations for the tradeoffs required for 100% affordable, including no longer being eligible for an EIFD).
- 2021: Equitable Black Berkeley Project statement that it's policies will be embedded into the Ashby BART RFQ.
- 2021: Joint Vision & Priorities for Transit-Oriented Development for Ashby and North Berkeley BART Stations.
- 2022: Joint Vision and Priorities Document is approved by the City on June 2, 2022 and by BART on June 9, 2022.
- 2022: MOA re North Berkeley and Ashby Transit-Oriented Developments (June 30)
- 2024: Rick Jacobis Report and Century Urban report re EIFD

SMALL SITES PROGRAM

2018

- On October 2, 2018, the City Council approves guidelines for the Small Sites Program, which was established to fund the acquisition and renovation of small multifamily properties.

2024

- Small Sites Program : $10M approved by City Council
- Planning Department piloting two projects with the Bay Area Community Land Trust and Northern California Community Land Trust, respectively.

OUTCOMES

From 2020-24, Berkeley's Eviction Defense Center served 939 unduplicated households. 36% of those households were African-American.

$111 million of Measure O's $135 million already has been allocated, providing 784 units of affordable housing that have either been completed, under construction, or in pre-development (including Berkeley Unified School District Workforce Housing and affordable housing at Ashby and North Berkeley BART).

07. E4BB TIMELINE

For four years, through E4BB, the Mayor's office and community partners (led by Healthy Black Families, or HBF) have actively sought out, engaged, and centered Black leadership, Black organizations, Black community members to include them in policy-making processes and decisions, collecting data on and feedback from displaced residents and residents who are or might be impacted by or eligible for housing opportunities:

- **2020** E4BB created a funding-focused proposal, and engaged funding consultants/advisors, to assess options to raise and administer a community development and housing fund and/or create an EIFD in connection with the Ashby BART transit development. E4BB Partner, Healthy Black Families, continued surveying and leading community forums for engagement regarding housing displacement and policy.
- **2020** E4BB engaged consultants to shepherd and engage around the Berkeley Flea Market and business district opportunity outlined in the Adeline Corridor Specific Plan.
- **2023** E4BB engaged a consultant to review, update, and socialize a current strategy, including community and civic leadership sessions, and to assist in developing a clear path forward for E4BB as a separate entity.
- **2024** The E4BB team and HBF worked with the administration to collect and review historical data; evaluate “missing middle housing” as a tool for housing justice; and re-engage the community and City in community-facing and cross-sector Strategy Sessions.
- **2024** E4BB will present a proposal to select funders to fund an independent entity to continue, expand, and institutionalize its work.

08. FRAMES OF REFERENCE

E4BB's **current priority focus** is on housing – the Right to Return, Right to Remain, Right to Own, and Right to Thrive:

- for prior or current residents;
- at all income levels (with a priority on affordable housing);
- for renters and owners;
- inclusive of the community and cultural influences that drive and derive from housing (education, open spaces, transportation, employment, etc.)

E4BB's **lens** is through the surfacing and centering Black voices, needs, experiences, and outcomes in Berkeley, recognizing that:

- Black residents of Berkeley were specifically targeted for discrimination. in historical practices and continue to experience both legacy impact and present-day discrimination and obstruction.
- Black residents, similar to other community segments, have specific experiences that require specific activations to remedy and repair.
- Historically and statistically, general community uplift does not sufficiently elevate Black community members because there have been and continue to be specific perspectives and practices that actively oppress them and must be directly countered and overcome. "All Lives Matter" approaches cannot dismantle targeted anti-Black sentiments and actions.
- Uplift for Black residents ultimately is an uplift for all residents, because policies that protect and uplift Black residents inherently benefit others in similar situations.
- E4BB's scope can't be sustained over time via an elected administration or public entity. It requires a cross-sector, independent organization.

09. THE GOAL

E4BB is not forming an entity to become the initiator, executor, or leader of this work, but to structurally and visibly exist as a nexus to and for the Black community for the work its many partners already do. It will serve as both a champion of wellness and a beacon for accountability for Berkeley's African-American community and all who serve it.

10. THE URGENCY

E4BB's outreach and opportunities for impact are being limited by:

- Confusion among multiple governmental and communities partners about the structure, focus, and benefits of E4BB.
    - In interviews with an E4BB consultant, several departmental staff members thought it was an organization rather than an initiative.
    - The Doorways regional housing portal was designed and implemented over the past 18 months without notice to or input from E4BB's community partners.
- The end of the Mayor's second and final term, which will end the shepherding of the E4BB initiative. Note: the administration has created a transition plan for the next administration to continue these efforts.
- The immediate timeline of decisions and funding for the Adeline Corridor Specific Plan, and particularly the Ashby BART transit development, which greatly impacts Black residents and is directly tied to historical displacement of the community.
- Imminent deadlines for critical grants that would advance E4BB's mission priorities, particularly two Department of Transportation opportunities and a Partnership for the Bay's Future grant.
- Ongoing community challenges regarding income, employment, affordable housing levels, waiting lists and displacement or exodus.

Black residents of Berkeley need near-term strategies and measurable outcomes to balance/supplement the multiple large-scale, long-term projects already underway to make sure more people don't slip into crisis levels in the immediate months and years to come.

RESIDENTS SNAPSHOT

Source: Berkeley 2023-2031 Housing Element Redlined 02-17-2023v2_1

"Based on student populations and poverty rates, Black or African American and American Indian or Alaska Native residents are most disproportionately affected by poverty in Berkeley."

POPULATION

The population declined 5.6% from 2010 to 2019.

% of Population

9,324 (7.7%)

INCOME

The Black population has the second lowest median income (above American Indian or Alaskan Native residents) and the second highest poverty rate* (2019).

*The large population of Asian/API students in the City likely contributes to tier having the highest poverty rate.

Median Income

$39,441

vs highest
White NH: $107,660

Poverty rate

25.4%

vs lowest
White NH: 12.1%

% of HH <80% AMI

70%

vs lowest
API: 11%

HOUSING

% of originated mortgage apps

47%

vs highest
White NH: 65.6% (2019)

% of denied mortgage apps

23.9%

vs lowest
AINA: 13.3% (2019)

% of unhoused population

57%

7.7% of total pop (2019)

EDUCATION

Berkeley's African-American high school students are the **least likely to complete UC/CSU required courses** with a C or better (at 37% *vs 88% of White NH - the most likely* - 2016). They comprise 4.1% of the UC Berkeley (*vs 33.8% AAPI, the highest*) and 15% of the Berkeley City College population.

11. THE ENTITY

E4BB will form a non-profit entity that serves as the nexus to and for Black residents of Berkeley across the many sectors, organizations, processes, resources, and events they must engage with to live and thrive.

The entity will launch with a series of Short-Term (1-6 months), Near-Term (6-12 months), and Longer-Term (a year or greater) activations.

SHORT-TERM

In its first six months, E4BB will:

- Create and minimally staff an entity to navigate the ecosystem and centralize information and stay connected and current on the issues and events that affect housing.
- Recap, reframe, and re-introduce E4BB to Black residents and leaders, Berkeley residents at large, City and other public sector divisions and officials (regional, state and federal), non-profit sector partners, and potential private sector partners and investors.
- Immediately prioritize grant writing technical and staffing support for upcoming grants.
- Collaborate with the Doorways Regional Housing Portal to engage Black community voices in the project and raise awareness.
- Prepare and socialize a community update on the Ashby BART negotiations, the three presented models for levels of affordable housing, and why the current plan is 35% and will not be 100%.
- Join and help lead, a small, cross-sector Working Group (formed by the Mayor's office) for an EIFD at or non-contiguous to the BART-owned Ashby BART.
- Debrief with City Manager about communications and opportunities to grow, including sharing public data, creating points of contact, and sharing of even complex decisions with residents.
- Host a (standing) gathering of Berkeley's Black community-facing service organization, to check in, find partners and fiscal sponsors, eliminate duplication, and support and promote each other's upcoming efforts.

NEAR-TERM

In its first year, E4BB will additionally:

- Develop and adopt a strategic plan (at least a one-pager).
- Actively curate or independently collect valid baseline data on Black residents and housing, including:
    - The distribution, among Black residents, of those: seeking to rent vs buy; housing stable or at-risk; eligible for each level of affordable housing/BMR vs AMR offerings, etc.
    - The demographics of Black residents of Berkeley. and all residents of Berkeley, in terms of income, employment, current housing status, and desired housing status
    - A mapping of all existing housing in the City of Berkeley, including available vs not available units, level of affordability, rental vs owned, vacant not vacant, BMR vs AMR, tax-credit larger development vs small sites and CLT-level opportunities
    - Clear and detailed user journeys of Black Berkeley's: 1) median/most common resident who is navigating housing needs, 2) most at risk residents in that space; 3) most easily elevated residents in that space.
- Act as a main participant in the remaining Adeline Corridor negotiations, including Ashby BART development.
- Support the African-American Holistic Resource Center.
- Devise and execute 2-3 small pilots reflecting the values and requests from both strategy sessions for immediate/shorter-term impact on Black residents and housing (e.g., navigators, educational offerings, etc.).

LONGER-TERM

In its first two years and beyond, E4BB will additionally:

- Expand E4BB by recruiting, researching, and staffing it as an independent, third-party entity, with a mix of staff experience that includes but is not limited to: Black community advocacy, housing investment, housing development, and housing law and policy.
- Actively compete for or raise and disseminate initial smaller funds (e.g., of $10-15 million) for small sites - potentially in partnership with PBF.
- Actively expand the scale of operations to seek and receive 9-figure level of funding.
- Build out a replicable model for other communities to stop harm and create new ways of living for their own residents.

Incorporating an Equitable Black Berkeley (EBB) in the Ashby Station Development
Developing the Ashby BART Station provides a chance to do something incredible. Not doing all that can be done, now, will only serve to repeat historic harms; there are no "do-overs".

This project must begin to reverse and repair the inter-generational harm that was inflicted from the development of the station and redlining. The only way to do that, is to do something different in terms of who gets the opportunity to develop the site, the level of partnership between BART, the City of Berkeley, the impacted communities, the community at large, and how the project is financed.

EBB is not simply asking for developer contributions that will drive up costs for the selected developer and jeopardize the feasibility of the project, although the developer will certainly have a role to play. A countervailing narrative must be embraced as to the framing of what community benefits are, what they mean or their cost to a project, based on preconceptions, precedents, and business as usual.

We are talking about economic participation and enterprise with a community investment and reasonable return on that investment to achieve harm repair and community restoration. City of Berkeley's goal, which should be a mutual goal, is lifting up a new model for all BART stations, as other regions will have their own unique needs that can be satisfied by innovation in the way we all work together. A solution that rises to the magnitude of the harm, the ongoing challenges, and the vision for the future must be foremost. That is not something that anybody has done before, given the unique opportunity and context that stands before us with this project.

Developer Selection Process - EBB participation

1. A three (3) member "Vision of Community Repair Team" composed of the City of Berkeley, BART and EBB will make a qualitative assessment of the submittals, not based on technical or programmatic proposal materials, but based on the Community Repair Narrative proposal materials, including EBB goals, value alignment and adherence to the reparations framework, to determine if the proposal teams meet the threshold and standards of EBB.
2. The Developer Selection Team, will include one (1) EBB representative-. The Developer Selection Team will select the finalists based on review of technical and programmatic submission materials.
3. The community/public will have two opportunities (weekend and evening) to hear finalist presentations and vote for their favorite. Community preference will have considerable weight in the scoring and selection process.

Reparative EBB Framework Consideration

- Recognition of harm and embracing the need for repair in the design and operational lifespan of the project
    - The respondents will be asked to demonstrate how their proposal addresses a reparative framework that redresses the BART's historic negative impacts and lasting harms on the Black residents, businesses, and cultural institutions in the neighboring communities.

        - How the proposer defines harm, the impacted community and the need for harm repair
        - How the project achieves cessation of harm
        - How the project assures the non-repetition of harm based on historical practices by BART
        - How the project serves to restore the community through permanent and sustainable support for community serving organizations
        - How the project enables economic inclusion, participation and enterprise development by the community
        - How the project serves as a catalyst for neighborhood revitalization
        - How the project honors those who have been harmed
- Environmental and culturally appropriate infrastructure and site planning
- Ongoing community engagement for feedback and priority setting
    - Incorporating feedback from HBF People's Assembly meetings
    - Conforming to the JVP goals
    - EBB engagement in City objective standards process, and EBB involvement in future City participation in shaping the design and construction of the project
- Promoting neighborhood support and synergy
    - How the design will incorporate adequate open space for community gathering to support the arts, neighborhood/community events and how the management/use of that space will be equitable.
    - Placemaking (culturally appropriate with historical reference)
- Wealth building and reinvestment
    - Opportunities for individuals/family wealth building
    - A mechanism that provides for the City of Berkeley on behalf of EBB to contribute investment capital and receive a reasonable return on investment.
    - Developer capital sources will be measured against existing City of Berkeley ESG principles with a priority to capital sources that have local impact.
- Promoting health, education and community support services (child care, etc)
    - Any non-residential space provided on all Ashby Station parcels will prioritize lessees such as community based organizations supporting the EBB framework and local artists, artisans and food entrepreneurs with a priority given to Ashby Flea Market vendors.
- Future Flexibility
        - Although the current opportunity allows for the development of 8-12 floors, the solicitation will encourage respondents to consider and analyze the feasibility of engineering buildings to allow for vertically phased future development to achieve additional future value, based on established principles, precedent projects, and future need, and contingent upon a separate planning process. Inclusion of enhanced engineering for vertically phased future development does not constitute or preclude a right of the respondent to develop future phases.

- The City of Berkeley reserves the right to capture the additional value of unused air rights to EBB for future development should at any point in the future the project densifies. Any such densification revenue may benefit EBB.

EBB requested clarifications to the Term Sheet:

- **Public Art and Open Space**
  - The project will incorporate the public artwork by Mildred Howard that was recently commissioned by the City of Berkeley. If the artwork is installed prior to project implementation, the City of Berkeley will cover relocation and installation costs.
  - The selected developer will include on-site publicly accessible artwork valued at 1.75% of construction costs.
  - Respondents will receive additional points for identifying additional opportunities for local artisans and craftspeople to participate in professional opportunities i.e. FFE, architectural elements, landscaping/hardscaping, interior design, etc. to achieve higher levels of local small business utilization and workforce development targets.
  - The project will incorporate adequate open space for community gathering to support the arts, neighborhood/community events and a system provided to support those events.
- **Commercial/Retail**
  - The Ashby Project will include 25,000 square feet of 'warm shell' commercial component, for the purposes of use by EBB stakeholder organizations and Berkeley Flea Market graduates.
- A portion of net project profit from the Ashby mixed income or market rate development parcels shall be allocated to create a reparative community benefits fund for South Berkeley. Upon achievement of a Temporary Certificate of Occupancy ("TCO"), each mixed-income development parcel (excluding the 100% affordable parcels) shall be required to fund $50,000 per project, post TCO in years 1 through 3, and by the earlier of (i) the beginning of year 4 or (ii) parcel stabilization (i.e., 95% occupancy), each mixed income parcel at the Ashby TOD development shall be required to fund its pro rata share of $250,000 allocated by mixed income parcel net rentable square footage, with annual cost of living adjustments no less than 3.0% per annum.
- A community advisory committee composed of EBB and other community stakeholders will be created to direct the fund expenditures.
- **Community Investment/Economic Participation**
  - The City of Berkeley reserves the right on behalf of EBB to contribute investment capital and receive pari passu return on investment.
  - A community advisory committee composed of EBB stakeholders will be created to direct the EBB fund expenditures.
  - Developer capital sources will be measured against existing City of Berkeley ESG principles with a priority to capital sources that have local impact.
- **Additional Justification for Harm Repair as the primary objective of the Project:**
  - Traditional financing will generate returns that go back to those traditional sources, wherever they may be, so we need to look at additional and alternative sources of

financing that provide local returns that will positively impact the local community.

- The competing and sometimes conflicting dynamics of project feasibility vs. high levels of community benefits can be solved for in this project. As we work together, we'll show that there's a business case for innovation in the way BART and the City of Berkeley do business, and all stakeholders need to understand what the community already knows in terms of why this harm repair initiative is so vital.

mesu strategies | Healthy Black Families, Inc.

Healthy Black Families and the Fight for a Thriving Black Berkeley



This is the story of the Berkeley Black community's experience of decades of displacement and disinvestment, and how a small, grassroots community organization helped to advance the right to stay, right to return and right to thrive in South Berkeley.

Acknowledgements

MESU STRATEGIES

Mesu Strategies, LLC is a research and strategy firm committed to realizing a more just and inclusive society. Based in Oakland, California / Huchiun, the unceded land of the Lisjan Ohlone, Mesu Strategies works nationally to advance healthy, resilient and equitable community environments for low- income people and communities of color. Mesu Strategies partners with leaders in communities and organizations to operationalize equity and catalyze transformational change through action research, policy advocacy and organizational development approaches rooted in the principles of cultural humility.

HEALTHY BLACK FAMILIES

Healthy Black Families, Inc. provides people with knowledge, skills and strategies to make social systems and policies more equitable for Black people and communities. Healthy Black Families' vision is to organize individuals, families and the organizations that serve them into communities empowered with skills to advance social equity and justice, with a focus on Black individuals and families. Healthy Black Families is located in South Berkeley, California.

SPECIAL THANKS

The report authors would like to recognize the interviewees for their time, experience and perspectives, the team at Healthy Black Families, Inc. for their heart, soul and dedication to lifting up the voice of the Berkeley Black community to create equitable change, the San Francisco Foundation and the Coro Foundation for their ongoing support of the housing advocacy efforts and this report.

Special thanks to Wilhelmenia Wilson for her steady, joyful leadership, "Mama" Ayanna Davis for her committed activism and enduring wisdom, and Dr. Vicki Alexander for her pioneering public health work and advocacy.

This report is dedicated to the memory of Rahwa Neguse, without whom Healthy Black Families' housing advocacy efforts would not have been possible.

mesu strategies

PHOTO CREDITS

Cover: Dancers at Berkeley's 2019 Juneteenth Festival by Liliana Michelena at KQED

Page 7: Historic postcard of Claremont Court Gates from the Anthony Bruce Collection; Family photo in front of California house from the African American Museum & Library at Oakland Photograph Collection, MS189_1234

Page 8: Redlining map by Jesse Barber, Berkeleyside, 2018; Rainbow Sign flyer from the private collection of Odette Pollar, 1972

Page 9: Family photo, E.F. Joseph,, Calisphere, 1960s; Boys pose with Black Peoples Free Store sign, Bob Fitch, 1960s, Ticky-tacky photo from Darrell Owens, Twitter, 2020

Page 10: Rare BART photos from Barney Peterson, SF Chronicle

Page 11: Chart from Kaiser Family Foundation; Ashby Flea Market photo source unknown

Page 12: Homeless encampment photo by David Katayama, KQED, 2017

Page 17: Photo of Mildred Howard and mother by Pam Uzell via Berkeleyside and video still from the Daily Californian

Page 18: Photo by Marissa Leshnov, San Francisco Chronicle

Page 21: Photo of artwork by Brett Cook

Page 28: Photo by Supriya Yelimeli

Pages 3, 14, 24, 26, 28, 31: Photos from the City of Berkeley

Pages 16, 18, 22, 25, 27, 29, 30: Community photos provided by Healthy Black Families, Inc.

RECOMMENDED CITATION

McLean, J. M. Daniel and T. Clark. Healthy Black Families and the Fight for a Thriving Black Berkeley. Oakland, CA: Mesu Strategies, 2024.

Table of Contents

01 **Executive Summary** Page 3

02 **Development, Displacement and the Black Community in Berkeley** Page 7

The roots of the Berkeley, California Black community run deep Page 7

Displacement presented an existential threat to the Berkeley Black community Page 9

Recent changes promise to turn the tide on displacement in Berkeley Page 12

03 **The Fight for Equity for Black Berkeley** Page 16

Community advocacy was essential for making new policies equitable Page 16

Healthy Black Families, Inc. led the campaign for equity in Black Berkeley Page 19

The heart and soul of the campaign required building a strong community base Page 20

Campaign leaders invested time and care for the community to generate solutions Page 22

An equitable process was integral to the success of the equity campaign Page 25

04 **Toward the Vision of a Thriving Black Berkeley** Page 28

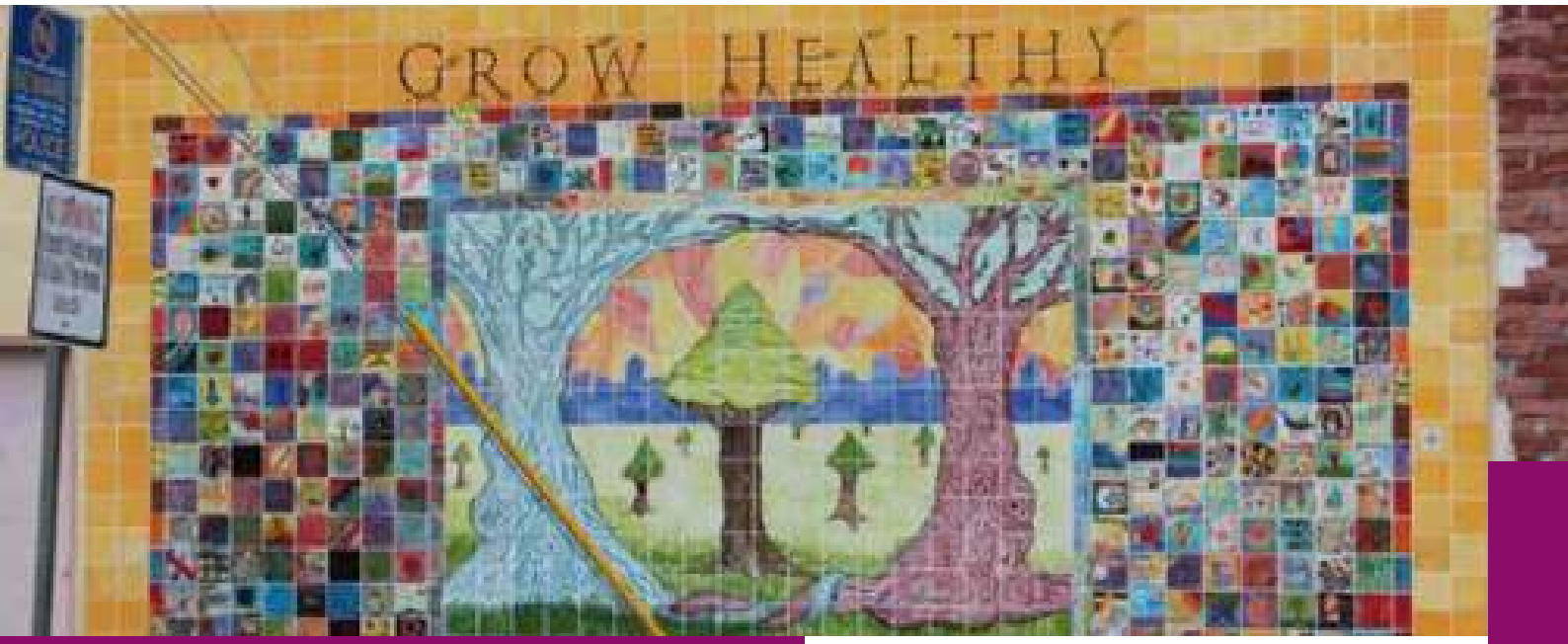
Achieving the vision for sustainable, a thriving Black Berkeley requires everyone Page 28

Lessons learned from the AHPP campaign Page 29

05 **Afterword** Page 30

06 **References** Page 34

01 Executive Summary



Mural on Adeline Street by Youth Spirit Artworks

Development, Displacement and the Black Community in Berkeley

Although Berkeley is widely considered to be one of the most progressive cities in the United States, like many other places in the nation, racism is baked into its design. In the early- and mid-20th century, exclusionary policies and practices kept Black families and other people of color from moving into the beautiful, park-like residences in the hills and near the university. Non-white people had little choice but to live in South Berkeley, an area in the "flatlands" bound by Telegraph Avenue to the east, the San Francisco Bay to the west, Dwight Way to the north, and Oakland to the south. Over time, restrictive covenants, redlining and single family zoning led to calcified patterns of residential racial segregation.

Segregation brought many challenges, including chronic disinvestment and the concentration of poverty. In the face of these hardships, however, the Black residents of South Berkeley built a robust community with diverse social and cultural offerings. South Berkeley became not just a home for the Black community in Berkeley; it was a cultural center and attraction. At its peak in 1970, when the Black population comprised 25% of the city's overall population, South Berkeley was home to nearly 75% of the city's Black residents, and a number of art centers, schools, and social clubs led by and dedicated to Black people.

The community faced a dire turning point, however, when city and regional planning decisions in the 1960s helped drive many Black families out of South Berkeley and the city altogether. Decisions to build the Ashby BART Station took many homes from South Berkeley residents by eminent domain in the 1970s. Decisions to limit housing development citywide led to constraints in the housing supply and affordability in the decades that

followed. The Black population suffered a precipitous drop. Today, Berkeley's overall population is only 6% Black, with the majority of Black residents residing in South Berkeley.

The Fight for Equity for Black Berkeley

Despite many existing social and economic challenges, and the new obstacle of distance brought by displacement, the Berkeley Black community remained connected across geographies. Families continued to work with one another for mutual aid and support, and to remain politically active in Berkeley politics. When the timing was right, Black leaders in the Berkeley community sought the support of Healthy Black Families, Inc. (HBF) to help advance its fight against displacement and for the community's survival and right to thrive.

HBF is a grassroots community-based organization located in South Berkeley founded by local public health leaders who have long fought for improved environments, systems and resources for the health of Black women and their families. HBF leads efforts to educate and organize communities to promote systems changes to support Black community health. HBF facilitates community connections across geographic and general boundaries, and fosters trust across diverse Black community members. They also work to educate Berkeley leaders and the Berkeley community at large on the priorities of the Black community, emphasizing the importance of addressing the social determinants of health: the environmental factors like housing and food access that shape community well-being.

In 2022, HBF, the City of Berkeley, East Bay Community Law Center, and other allies (see Figure 1, page 6) worked together with Berkeley's Black community to stem displacement in Berkeley, and repair historical harms. The "Equity 4 Black Berkeley" campaign involved the coordination of allies, funders, and other community leaders to prioritize the voices of South Berkeley residents affected by historical planning decisions. Targeted organizing, communications and research activities in this campaign led to a number of gains, including a big policy win in 2023 called the Affordable Housing Preference Policy (AHPP).

The AHPP addresses plans for the development of new affordable housing units to alleviate patterns of displacement. It includes guidelines for who will receive preference in accessing new units when they become available. Recognizing the "right to stay and right to return" of all communities that have long called Berkeley home, the policy includes specific considerations that give priority in new affordable housing to people who were systematically displaced from Berkeley.

Though the AHPP does not solve all issues related to displacement over many decades in Berkeley, it presents an important step toward equitable change.

Toward the Vision of a Thriving Black Berkeley ... and Beyond

The challenges of displacement are not unique to Black communities in Berkeley. HBF's story provides an example of how communities and their partners can work toward equitable changes in both challenging times and times of opportunity. Communities of color, professionals working for philanthropic or government organizations, and members of the broader public can all draw lessons from this example about advancing equitable housing changes. In particular:

- *Communities and leaders of color* can work at all times to create and harness power in numbers, to build power through continuous learning and information-sharing across generations and borders, to value and lift up the community connectors and caretakers, to adopt a stance of readiness in their work, and to leverage partnerships with allies
- *Allies to communities of color* -- including individuals, organizations or agencies -- can work to earn the trust of communities of color, offer needed skills and resources to center the community's leadership, seek creative ways to foster and formalize community-driven change, and socialize community stories to build will for change
- *Philanthropic funders* do more than provide resources for communities -- they can lift up true community leadership, support innovation to build community power, convene coalitions and connect resources to support community-led policy development
- *The public* can ensure equitable changes are a priority by staying curious and getting informed about community issues and experiences, being persistent amplifiers of community-led solutions, and voting for inclusive leaders.

Equity 4 Black Berkeley Campaign Participants

Entity	Description	Role in Campaign
Bay Area Regional Health Inequities Initiative (BARHII)	A national engine for health equity thought leadership	Supported capacity building of Black community members
Berkeley Black Community	Current and former residents of South Berkeley belonging to the Black Community	Provided qualitative information about lived experience in South Berkeley, community needs and priorities for policy change
City of Berkeley Health, Housing and Community Services Department	A public agency responsible for addressing public health prevention and emergencies as well as the physical health, mental health, and basic needs of those most vulnerable in Berkeley	Collaborated with Berkeley residents and leaders on the development and advancement of the Affordable Housing Preference Policy (AHPP)
City of Berkeley Elected Officials	The Mayor and City Council of Berkeley are responsible for leading local governement	Led the review, approval and direction of local government efforts to address public priorities
East Bay Community Law Center	A regional legal organization providing legal and social services for communities of color	Supported capacity building of Black community members
Ecology Center	A Berkeley community organization focused on improving the health and environmental impacts of Berkeley residents	Supported capacity building of Black community members
Friends of Adeline	A neighborhood organization in South Berkeley	Served as an ally and advocate for the Berkeley Black community
Healthy Black Families, Inc.	A community organization providing people with knowledge, skills and strategies to make social systems and policies more equitable for Black people and communities.	Working under the guidance of local residents, facilitated the coordination and organization of the Berkeley Black community with allies, funders, and local leaders on the Equity 4 Black Berkeley campaign
National Association for the Advancement of Colored People (NAACP)	A national civil rights and social group	Supported outreach to Black community members, served as a collaborator on advocacy
Partnership for the Bay's Future	A fund pooling private and philanthropic contributions to produce, preserve and protect affordable housing in the Bay Area	Provided financial resources to support the Equity 4 Black Berkeley campaign through two grants (the Challenge Grant and the Breakthrough Grant)

Figure 1. Key Collaborators involved on the Equity 4 Black Berkeley Campaign for the Affordable Housing Preference Policy

02 Development, Displacement and the Black Community in Berkeley

A Brief History of the Housing Landscape

The roots of the Black community in Berkeley, California run deep

Black Americans have called South Berkeley home for over a century

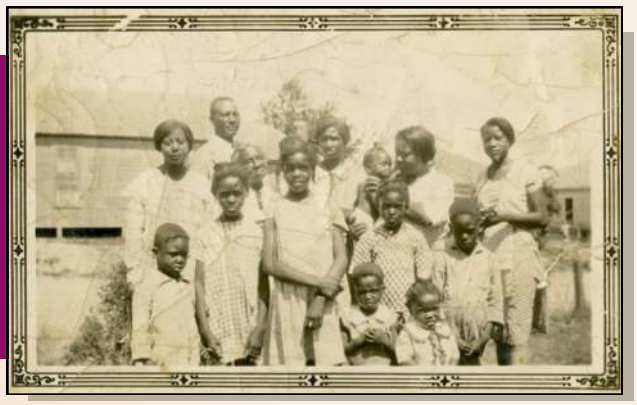
Black people first came to Berkeley in significant numbers beginning in the 1910s, with the Great Migration.[1] At that time, Berkeley was an up-and-coming city boasting some of the nation's newest intellectual, spiritual and cultural attractions. It started growing in earnest after the San Francisco earthquake of 1906, when many people fled to the East Bay. Previously, the area had been rural farmland since European settlers seized the territory from the Ohlone centuries before. Even after the college and town were established in the 1860s-1870s, most residential development in the region took place in neighboring San Francisco and Oakland. To accommodate and capitalize on a growing population, developers in Berkeley worked to turn large tracts of land into high-end 'private residence parks,' which would prioritize design that harmonized with the environment's natural beauty. By 1910, Berkeley was the fifth largest city in California, known for its natural beauty, the university, and a growing number of industries.[2]



Mansion built in 1910 in Berkeley's Elmwood neighborhood, which was originally designed exclusively for white people

The first Black Americans arriving to Berkeley found limited choices for where to live[3]

The 'fitting and beautiful homes' Berkeley promised newcomers were not available to all.[4] Many of the properties had deeds with restrictive covenants – clauses prohibiting their sale or lease to 'undesirable' occupants, which the developers considered to be "people of African, Mongolian or Asiatic descent."[5] Although racialized zoning was prohibited early on, discriminatory attitudes and practices in private sales would remain unregulated for decades.[6] Developers commonly relied on exclusionary practices to control neighborhood composition in an effort to "protect" their financial investments. Under pressure from developers, Berkeley policymakers passed single-family zoning in 1916. Single-family zoning helped to implicitly codify and expedite racial segregation by preventing new housing development in neighborhoods where restrictive covenants were common.[7][8] Since neighborhoods excluding Black people and other people of color were predominantly located in North Berkeley and the hills of East Berkeley, Black people and other people of color often had no choice but to take up residence in the flatlands neighborhoods of South and Southwest Berkeley.



Martin family on Juneteenth in California, 1920s

The Berkeley Black community grew larger, more dense, and more robust

South Berkeley grew quickly between 1940 and 1970. For a variety of reasons, the neighborhoods also became more densely populated by Black people during this time. A second wave of Black migrants moved to the area for jobs during WWII. After the war, many white people moved out of more urban areas to the suburbs, where they could purchase American "dream homes" with federal home loans.[9] [10] However, these loans were not as accessible to communities of color in the South Berkeley neighborhoods, given redlining practices in the home mortgage industry (see Figure 2, redlining map).

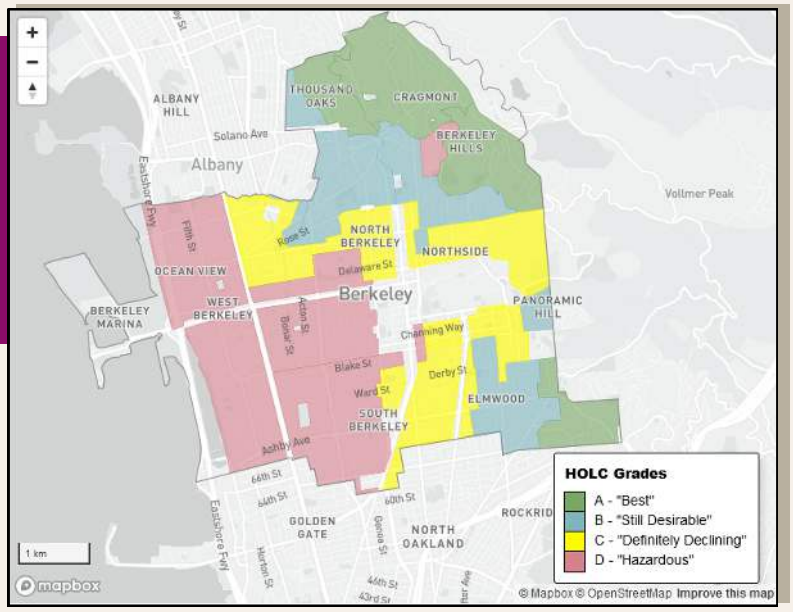
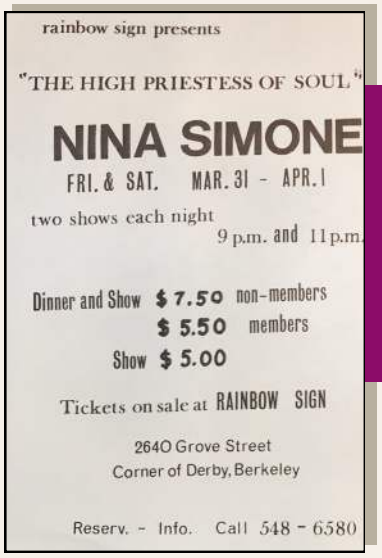


Figure 2. Map of the Home Owners Loan Corporation (HOLC) designations of risk for mortgages in Berkeley in the 1930s-1960s -- South Berkeley is deemed "hazardous" due to "Predominance of Negroes and Orientals. Also mixed classes of wage earners and colored professional people."


rainbow sign presents

"THE HIGH PRIESTESS OF SOUL"

NINA SIMONE

FRI. & SAT. MAR. 31 - APR. 1

two shows each night

9 p.m. and 11 p.m.

Dinner and Show $7.50 non-members

$5.50 members

Show $5.00

Tickets on sale at RAINBOW SIGN

2640 Grove Street

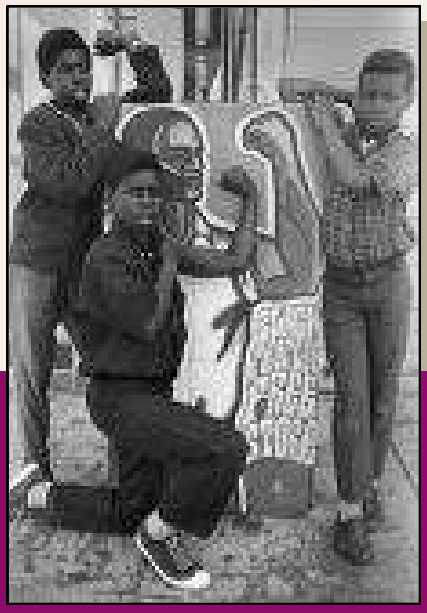
Corner of Derby, Berkeley

Reserv. - Info. Call 548 - 6580

Flyer for a 1972 event at the Rainbow Sign featuring renowned singer Nina Simone,

Although Black people in Berkeley were effectively segregated to South Berkeley, they used their circumstances to their favor and worked to build supportive neighborhoods. South Berkeley became a thriving Black enclave, rich with Black-owned businesses and cultural institutions.[11] [12] Black doctors and dentists ran local clinics that understood and served the needs of their diverse Black patients.[13] Social hubs like the Rainbow Sign and the Black House attracted influential thinkers and activists, including James Baldwin and Huey Newton, and served as a cultural meeting spot for community members, like the family of future Vice President Kamala Harris.[14] For a brief time, the neighborhood was even home to a school specifically focused on teaching local teens about the Black experience.[15] [16] Generations of families would congregate at churches established at that time. From commerce to entertainment, worship and education, South Berkeley became a welcoming, safe home to the Black community.

> ***"I moved to South Berkeley in 1955, when I was 1 year old. I was lucky to inherit my home here. Generational wealth is hard to come by. Back then, Martin Luther King, Jr. Way was the race cutoff line. Today, it feels like we still live in these relationships, with neighborhood lines."***
>
> **– South Berkeley resident**





Family life, 1960s

Displacement presented an existential threat to the Berkeley Black community

Development decisions stymied South Berkeley's growth

The 1950s-1960s saw the rapid development of multi-unit buildings aiming to capitalize on a growing demand for housing in the "flatlands" area of Berkeley -- predominantly South Berkeley -- which were not zoned for single-family housing. These poorly constructed buildings were nicknamed "ticky-tackies," and considered an eyesore by many Berkeley residents. In response to concerns about the blight and tenant exploitation brought by the landlords of ticky-tackies, local policymakers passed a ban on the development of new multifamily housing in most residential areas.[17]



A 1960s-era "ticky tacky" in Berkeley

Together with the existing segregation perpetuated by mortgage redlining practices common during the 1930s-1960s, the new multifamily housing ban significantly limited the growth of the Berkeley housing supply.[18] [19] Home sale and rental prices climbed, forcing many low- and middle-income residents to relocate to make ends meet. Black households were particularly vulnerable to such shifts, given the widespread discrimination they already experienced in jobs, education, and many other areas of everyday life.[20]

Around this time, in the 1960s, BART started the construction of the region's new transit system. Development of the Ashby BART station required taking property from numerous Black households in South Berkeley by means of eminent domain. This exacerbated the housing shortage and disproportionately impacted the residents of the surrounding neighborhoods, who were predominantly members of the Black Berkeley community. For the first time in Berkeley's history, the size of its Black population dropped, interrupting the growth and vibrancy of the community. [21]



"Jumbo" tunnel digger for construction of Berkeley BART line

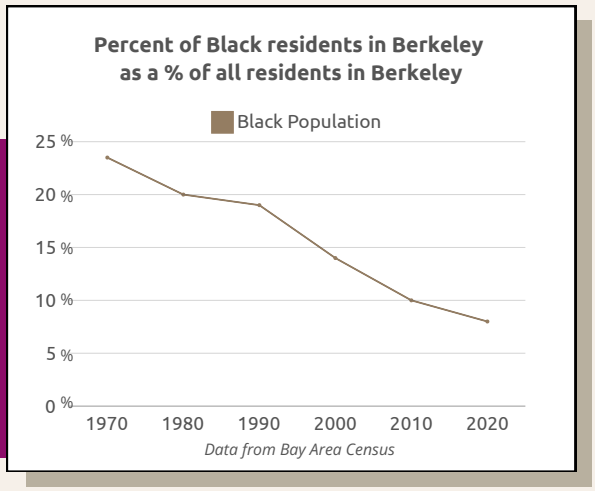


Figure 3. Percent of Black Residents in Berkeley 1970-2020

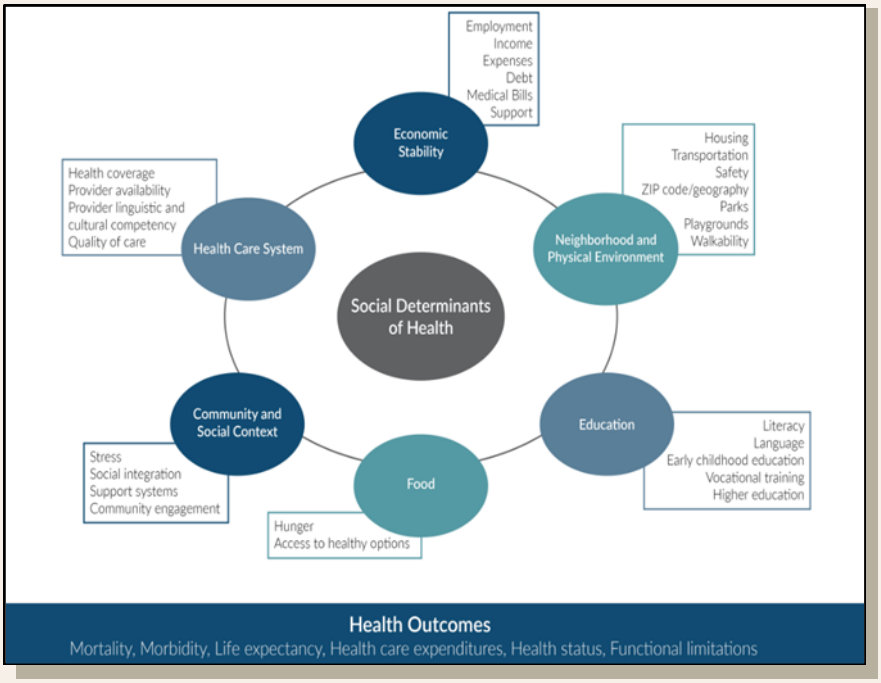
Displacement led to a precipitous decline in Berkeley's Black population

Development decisions in the decades to follow continued to disproportionately impact Black Berkeleyans. In the 1970s, anti-growth sentiments led to decisions to prioritize neighborhood preservation and cap property taxes. Although displacement affected both Black and white population groups at this time, "the white homeowner population increased throughout several Black neighborhoods." [22] In the 1980s, the Black population continued to drop as homelessness and gentrification grew amid a shortage of affordable housing, deindustrialization, and the elimination of federal welfare programs.[23] [24] [25] Displacement continued in the 1990s but accelerated with subprime lending in 2007-2010, disproportionately affecting low-income communities of color.[26] The rapid growth of the tech sector fueled a widening income gap which helped to drive up housing costs. By the early 2020s, the total Black population in Berkeley was estimated at under 10% of Berkeley's overall population, representing over a 50% drop since 1970 (see Figure 3).[27] Some analyses show that on some historically Black blocks in the neighborhood, the Black household count dropped by four times between 1970 and 2020. [28]

> ***""When BART and the forces of change and displacement came to town, they tore a hole in the heart of South Berkeley… But that act is what started everything in South Berkeley. That's what launched an entire generation of activists."***
>
> – Berkeley Council Member

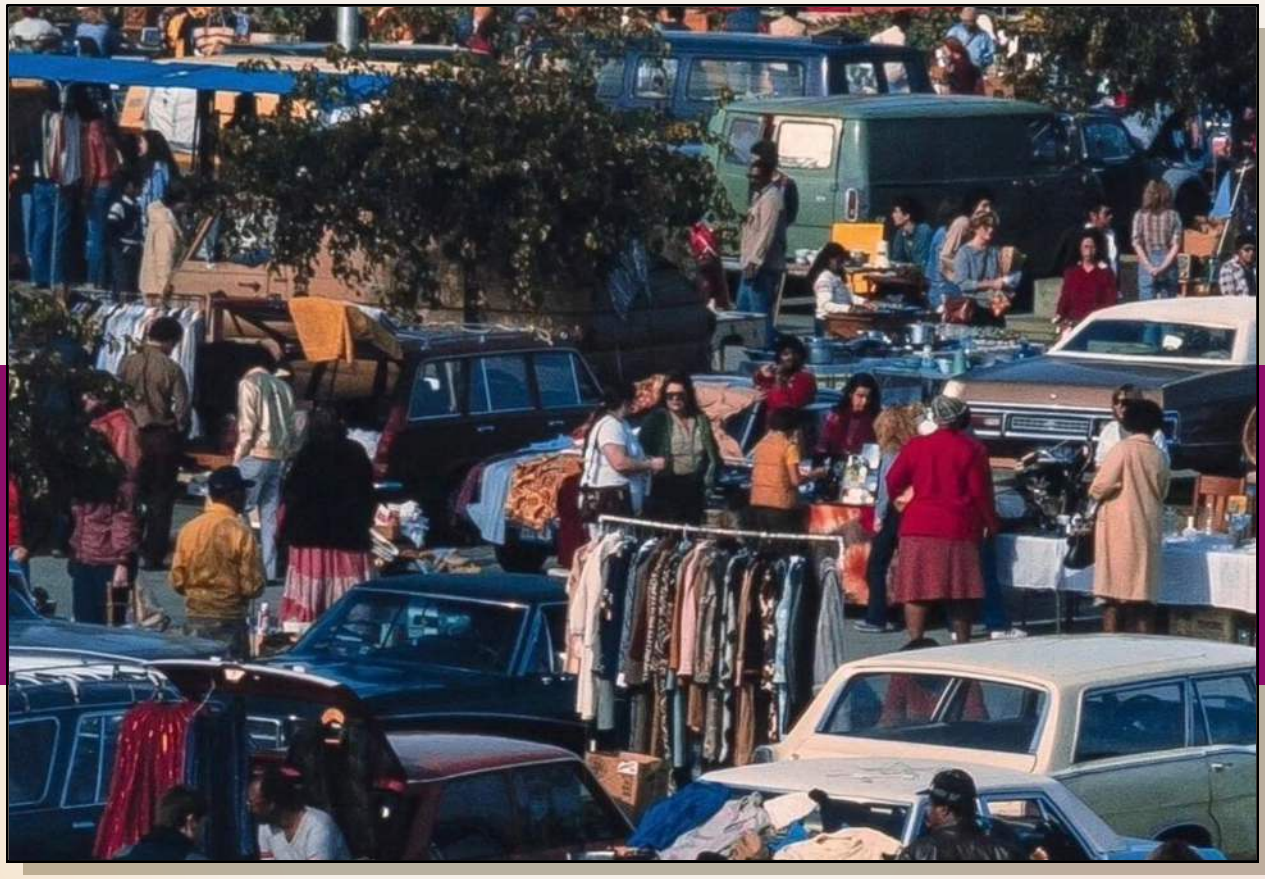
The harmful impacts of displacement on the Black community are difficult to quantify

Displacement disrupted the lives and wellbeing of Black individuals, families, and communities in Berkeley. The full extent of the impacts can be difficult to quantify. However, the relationship between displacement and racial disparities is documented across a host of health outcomes, including chronic health diseases, preterm birth rates, and mortality (see Figure 4). [29] [30] [31]



Displacement sows isolation across family networks and social supports, and negatively influences economic mobility, mental health, and voting agency.[32] Research shows that Black communities in California experiencing displacement also have limited political representation, which in turn, perpetuates systemic issues working against the community's interests. [33]

Figure 4. The Social Determinants of Health



Ashby Flea Market, 1970s

Recent changes promise to turn the tide on displacement in Berkeley

A growing national housing crisis spurred public pressure for change

By the middle of the 2010s, the housing crisis reached fever pitch in Berkeley and other large cities across the state following the growth of the tech sector and an economic crash fueled by predatory lending. In California, people at multiple income levels were experiencing the strain of rising rents and housing costs. At this time, a growing body of research on housing patterns had begun to catch up to the experiences of low-income people and communities of color, demonstrating patterns of displacement and gentrification and validating the experiences of limited housing affordability and availability nationwide. With the Black Lives Matter movement bringing greater awareness of racial inequities to the broader public, public pressure for leaders to increase affordable housing became calls to stop the disparate impacts of displacement during the COVID pandemic.



Homeless encampment in South Berkeley in 2017

Berkeley leaders began to address the history of displacement

Hearing the calls for change, in 2016, the Berkeley City Council pledged support to explore anti-displacement policies in local development plans.[34] In the years to follow, the City would explore and adopt a range of new policies to address the housing crisis and stem displacement. In 2018, Berkeley voters passed Measure O, a $135M bond to fund housing for low-, very low-, below-median-, and middle-income individuals and working families over 36 years.[35] That same year, the City identified strategic long-term goals to create more affordable housing, more support services for vulnerable populations, and champion social and racial equity. Work plans prioritized increasing affordable housing citywide as well as addressing

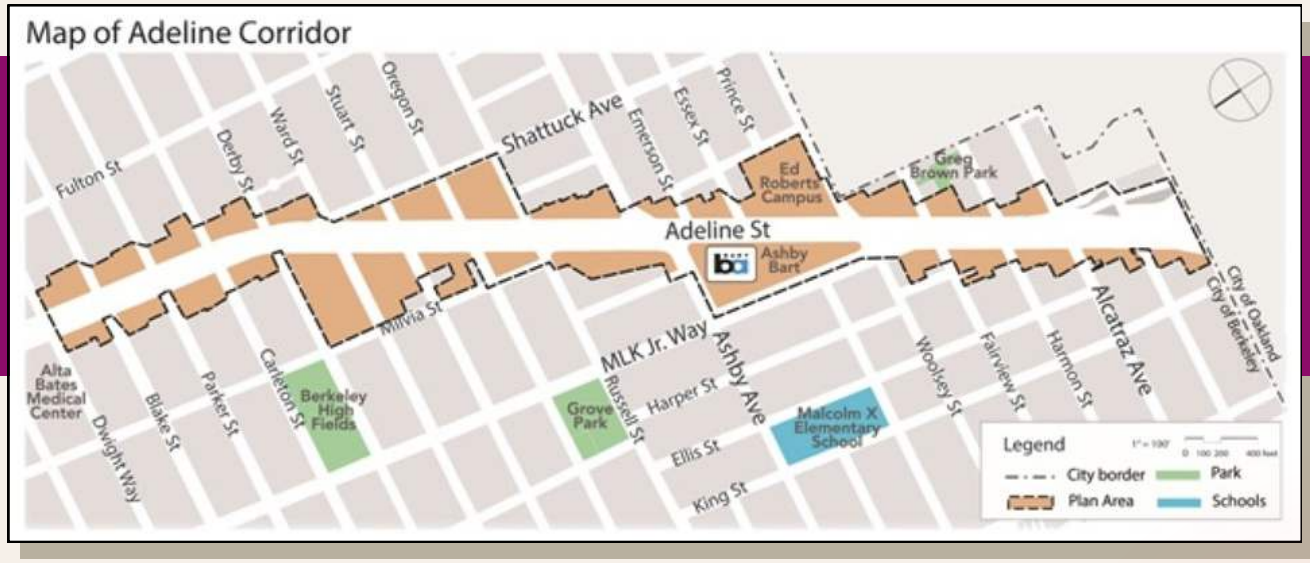


Figure 5. Map of Adeline Corridor
Housing and displacement were issues the City of Berkeley addressed in the Specific Plan for the Adeline Corridor in South Berkeley

> ***"Black Berkeley was once a solid community. At one point, we were at least 48,000 people in the flatlands. Our numbers now might be 8,000, if that. People have known each other all their lives, we have been raised together. We got to know each other. Even though we are spread apart now, Black Berkeley still functions like a small town."***
>
> -- South Berkeley Resident

displacement and economic development in South Berkeley.[36]

With significant input and leadership from the Black community, the City adopted targeted measures addressing displacement in the South Berkeley neighborhood in the Adeline Corridor Specific Plan in 2020 (Figure 5).[37] [38]

In 2023, the Berkeley City Council unanimously passed the Affordable Housing Preference Policy, Berkeley's first policy directly addressing its history of displacement and a huge victory for Black Berkeley.

New Berkeley policies offer displaced community members an opportunity to return

The 2023 Affordable Housing Preference Policy (AHPP) recognizes that those who have been unfairly pushed out of Berkeley for a variety of reasons, have a right to return to their home community.[39] Similar to policies in New York, San Francisco, Seattle and Portland, Oregon, the Berkeley AHPP targets households that lost property due to eminent domain during the period of urban renewal or discriminatory home loan decisions. The policy outlines priorities, processes and timelines for identifying new tenants in various types of housing developments.

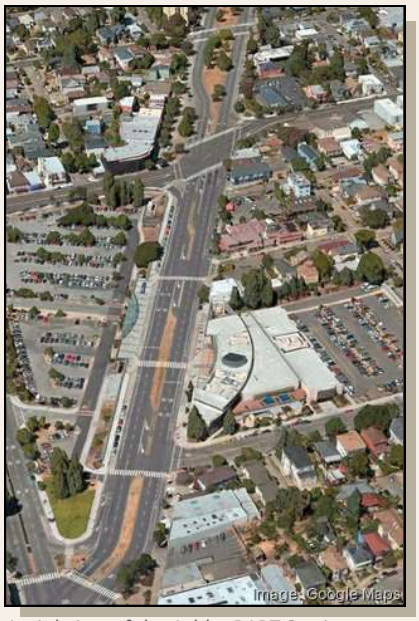
Preference	Details
Displacement due to eminent domain for BART construction	Descendant of someone whose home was taken via eminent domain to develop Ashby or North Berkeley BART station
Displaced by foreclosure	1 point: Applicants displaced due to foreclosure in Berkeley since 2005.
Families with children	1 point: household with at least one child aged 18 or under
Homeless/At Risk of Homelessness	1 point: At Imminent Risk of Homelessness in Berkeley/ with former address in Berkeley OR 1 point: Literally Homeless in North Alameda County
Ties to redlined areas	1 point: Applicant has current/former address in Berkeley's redlined areas AND/OR 1 point: Applicant's parent/ grandparent has current/former address in redlined areas.

Figure 6. Affordable Housing Preference Policy preference summary, 2022

The AHPP will provide opportunity for people who were; pushed out of the city due to the development of the Ashby BART station in the 1960s and 1970s, those affected by the foreclosure crisis of 2007-2010 or eviction in recent years, as well as those who suffered from redlining decisions, to have the chance to return to their Berkeley community. This opportunity extends to include the descendants of Black families who were affected by these historic actions. Though many changes are needed to fully counter patterns of exclusion that have persisted in Berkeley for over a century, recent changes open the opportunity for the city to repair harms to Black community members.



Ashby BART Station entrance from South Berkeley parking lot



Aerial view of the Ashby BART Station

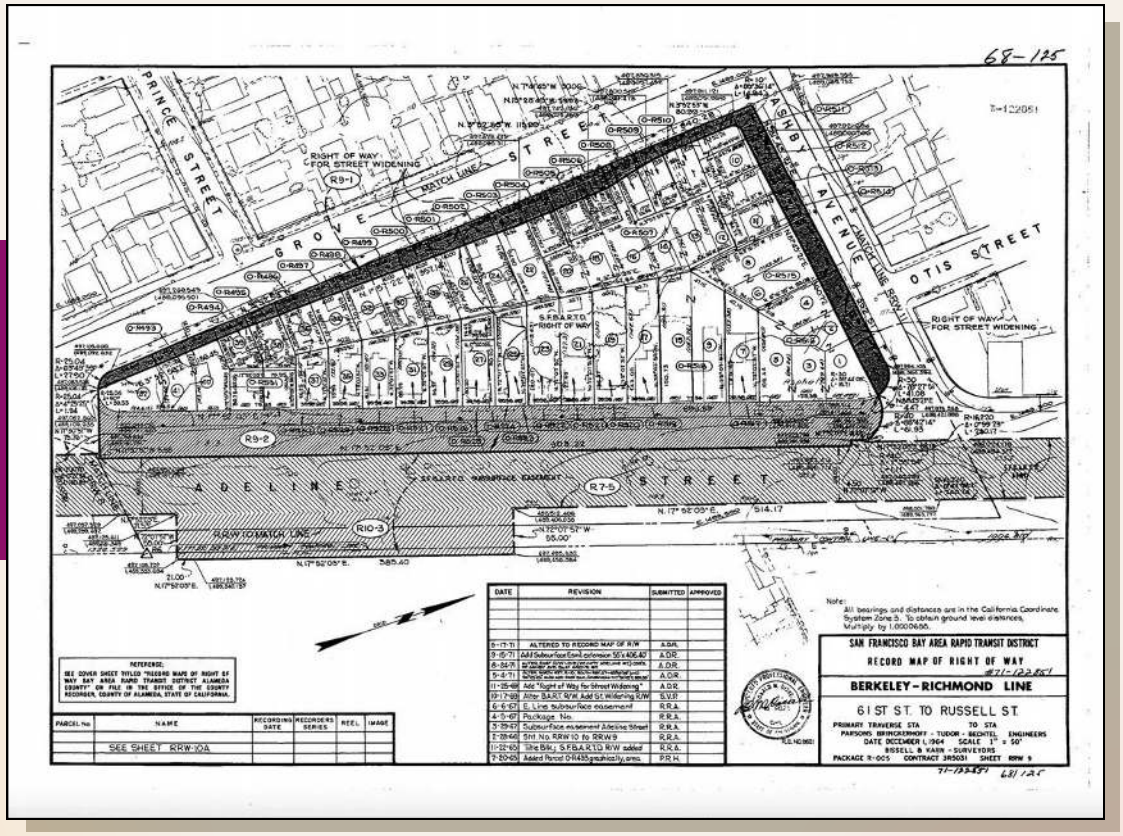


Figure 7. Parcel map of the Ashby BART station area prior to development of the transit station


I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE...
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... of my neighbors!
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... IT WELCOMES Nonprofits + CREATIVE
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... BEST FARMER'S MARKET
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... I feel home
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... unique, diverse, community
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... DIVERSITY/COMMUNITY BIKING INFRA
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE...
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE...
I ♥ ADELINE/ SOUTH SHATTUCK BECAUSE... unique, diverse, community

03 The Fight for Equity for Black Berkeley

An Overview of the Campaign for Equitable Change



The community meets at a People's Assembly hosted by Healthy Black Families, Inc. to discuss affordable housing priorities

Community advocacy was essential for making new policies equitable

Community expertise helped to shape the Affordable Housing Preference Policy

Among the range of policies to reverse displacement trends in Berkeley, the Affordable Housing Preference Policy (AHPP) stands out for addressing the specific priorities and needs of communities that have been and are actively being displaced from Berkeley. Like other anti-displacement policies, the AHPP was made possible through the collaboration of a wide range of partners, including lawmakers, city workers, legal aid organizations and advocacy groups (see Figure 1, page 6 for further details).[40] But unlike other policymaking processes, the development of the AHPP involved the direct participation and input of Berkeley's Black community early and often in the policymaking process. Through this direct collaboration between the City and the community, the voices of this shrinking population could be heard along with other voices in Berkeley, instead of being drowned out by them.

The Berkeley Black community's identity and cohesion transcended geographic boundaries

For the Berkeley Black community to meaningfully engage in local advocacy on housing policy, the community had to overcome hardships caused in part by decades of displacement. This started with staying connected; community members made the effort to sustain the community fabric in the face of its existential threats. As displacement was happening, community members, many of whom have known each other for generations, kept in touch across city limits. Some who moved to other places came back regularly to Berkeley to visit family, shop, socialize, and go to church. Some remaining in the community continued to reach out and stay active with their far-flung connections. For both the people continuing to reside in South Berkeley as well as legacy families that were pushed out, South Berkeley was home. This broad community umbrella also included a transitional population of Black students at the university who found a home "for radicalism and movement thinking and organizing" in the neighborhood.[41] Together, these dispersed and diverse community could speak with a common and collective voice.



Mildred Howard with her mother Mable Howard in Berkeley in 1985



Mildred Howard in a 2017 interview explaining how rising rent prices pushed her out of Berkeley



Artist Mildred Howard's sculpture "Delivered, Mabel's Promissory Note" after its installation in South Berkeley

The Berkeley Black community steadily beat the drum on its priorities

Despite the challenges that came with being dispersed across geographies, working across generational divides, facing multiple social and economic inequities, and at times even being divided about the pathway to resolution, the Berkeley Black community continually engaged in local politics.[42] Many community members attribute their persistence to the community culture of activism linked with the Black Panther Party, the Republic of New Afrika Independence Movement, and the Free Speech Movement in the 1960s.[43] Their priority issues have historically included disparities in access to healthy environments, the wealth gap, food access, education, housing affordability in Berkeley, and the social determinants of health -- the systemic and environmental factors that influence access to healthful opportunities, resources and choices. [44]

> ***"Where you live determines what you eat, how you travel, the quality of air, the economics in the area, the schools, health care, food security, and even physical security. So when you can't afford your housing, you experience multiple impacts – not being able to eat, afford bills, pay registration, buy clothing. The list goes on and on when the rents are too high."***
>
> – Berkeley Council Member

When the conditions were right to create change, the community was ready

Ongoing advocacy from the community, a growing movement for racial equity, and increased availability of data validating stories about the displacement happening to Black residents in South Berkeley helped bring awareness to City leaders to the disparate impacts of the crisis on the Black population in Berkeley. In the mid 2010s, City leaders mobilized to address a growing housing crisis, and began to focus more diligently on housing policy. Housing was a key focus in their efforts to update plans for the Adeline Corridor, one of the main streets in South Berkeley, and a historic cultural area for the Berkeley Black community. Through their participation in public planning related to the Adeline Corridor Specific Plan, the Black community made the case for establishing preferences for new affordable housing units to help curb displacement. A few years later, the City explored the possibility of creating a new Affordable Housing Preference Policy. When they performed public outreach to gather input on the process, the Black community in Berkeley insisted that the City work directly and intentionally to understand the impact on the community and lift up the community's perspective. When the City reached out to the community in response, the community pushed forward leaders at Healthy Black Families, Inc. as their representatives.



Berkeley council members outside of 1910 Elmwood mansion, remembering racially-exclusive housing policies that shaped Berkeley's landscape



Healthy Black Families staff members at a community event

Healthy Black Families, Inc. led the campaign for equity in Black Berkeley

Healthy Black Families, Inc. (HBF) is a grassroots community leader

Healthy Black Families, Inc. (HBF) is a community-based public health organization focused on improving conditions for the Black community in Berkeley. HBF's vision is to organize individuals, families and the organizations that serve them, into communities empowered with skills to advance social equity and justice, with a focus on Black individuals and families.

HBF was founded in 2013 by local public health leader Dr. Vicki Alexander to organize and address local health disparities, successfully reducing local Black infant mortality inequities by half. Building on this legacy, HBF has worked for over a decade to champion health equity through programming to; connect and empower Black parents, build skills and kindergarten-readiness for Black children, educate about and improve physical activity and food environments and choices for Black families, promote health and wellness and physical activity, and amplify the voices of the Black community through storytelling, education, advocacy and policy development.

HBF provides people with knowledge, skills and strategies to make social systems and policies more equitable for Black people and communities.

> ***"We value working with our allies, but the work with allies has done nothing to stop the inequities, mortality and displacement affecting the Black community. HBF staff is directly from the Berkeley Black community and all have experienced what inequity means in our lives and are dedicated to not just interrupting but stopping the harm on every level possible."***
>
> – HBF Representative

HBF encouraged meaningful shifts to the City's policy development process

When HBF began its work with the City on the Affordable Housing Preference Policy , the City shared its plans to gather input from all Berkeley residents to inform priorities for the policy. HBF was familiar with the City's public input process; HBF had participated in public meetings for the Adeline Corridor Specific Plan and had also provided input to the City and its partners on research related to tenant rights. Recognizing the unique needs and challenges of the Berkeley Black community, HBF made the case to shift away from the general city-wide survey process, which would feel more transactional than meaningful to the community, and also leave many of the community's disconnected members out.

The City agreed with HBF's recommendation to continue with the citywide survey but add on a more targeted and customized process for the community's participation. Soon, new outreach plans were underway in the South Berkeley neighborhood. To support the work, the City of Berkeley and several nonprofit partners updated a grant for staff capacity from the San Francisco Foundation's Partnership for the Bay's Future to include HBF's work. The philanthropic support for "Equity 4 Black Berkeley" helped to support a campaign for equity that would lead to greater community participation in the policymaking process and ultimately, the adoption of an Affordable Housing Preference Policy prioritizing the community's concerns.

> ***"Healthy Black Families provides a kind of space where people feel like they do belong. They're one of the few organizations – if not the only organization – that can do that. Although we are a small community, we are fragmented – people have different ways of seeing things, different interests, different ways of aligning. Political forces can leverage these differences to divide and conquer. To create change, we have to get out of our comfort bubbles and create new relationships to one another, and Healthy Black Families, Inc. makes that change possible."***
>
> – Community Member

The heart and soul of the campaign required building a strong community base

HBF prioritized inclusive and representative community participation

HBF worked quickly to outreach to the community about the opportunity for change. The staff's deep and longstanding relationships in Berkeley provided a strong foundation for outreach to more senior members of the community as well as those who were displaced long ago. The organization's work with families and young women through their work on the STEP program, Kindergarten Readiness Program, and Thirsty for Change Campaign had broadened their network over the years, and provided a strong foundation to identify and outreach to young leaders. The organization's leaders brought their experience in community organizing and social change efforts to the work, informing strategy and tactics for the campaign. Through this knowledge, and a strong baseline understanding of the community's assets, strengths, challenges and opportunities for change, under the leadership of Executive Director Wilhelmenia Wilson and Deputy Executive Director Ayanna Davis, HBF brought together a community leaders group to address and explore how best to approach the opportunity at hand.



Little Bobby Hutton and the 10th point from the Black Panthers' Ten Point Program, as part of a 2012 Oakland Museum of California art installation in collaboration with Life is Living / Reflections of Healing

HBF provided supports to build community unity, power and capacity

To build community awareness and participation, HBF hosted various events which served to unite a broad range of community members. Included in these events were the Community Leaders Groups, a podcast led by HBF ("The Housing Chronicles") and most notably, the "Equity 4 Black Berkeley" People's Assemblies. Complementary to their gatherings, they also provided trainings on Policy Advocacy and Organizing, and an HBF fellowship to build the confidence, knowledge, capacity, and strength of community members to engage in important discussions about housing, displacement and community conditions.
Understanding the need for unity and wide-reaching engagement, HBF's strategy included inviting elders, developers and policymakers to speak at assemblies and motivating local youth to lead in online communication and outreach strategies. When disagreements would arise, HBF facilitated across the community's differences through discussions, forums, and education. Over time, the participatory, human-centered work of this group would extend into the community and grow the size and power of the community coalition.

> ***"Education is key to movement building. If you're going to capture the hearts and minds of people, small group engagement is one of the best ways to do it."***
>
> - HBF representative

Campaign leaders invested time and care for the community to generate solutions

HBF led the community through participatory research strategies

Community-led, community-based research helped to provide detailed and accurate information about conditions in South Berkeley and the priorities of the community. HBF's surveys captured extensive qualitative information from the community about their experiences with displacement and feelings about returning. Healthy Black Families, Inc. employed multiple strategies to ensure the data they gathered truly reflected the needs and priorities of the community, including: reaching out to both community members living in Berkeley and those who were displaced, gathering information broadly using surveys, training community members to engage in outreach and survey administration, and discussing and collaboratively interpreting findings at public assemblies. To support engagement, HBF held meetings in places familiar and easily accessible to the community, providing food, childcare and safe practices (e.g., COVID safety) to attend to support participant needs.

HBF facilitated the community's process to develop evidence-based recommendations

HBF's survey findings provided a strong basis for the community to reflect upon and understand conditions in Berkeley as identified by members of the Black community, and to discuss and vet ideas for solutions. The community welcomed this contrast to other public processes, which often asked for resident priorities without the opportunity for collective community self-reflection and discussion. Being in a university town, the community was also accustomed to and tired of extractive processes in which researchers would gather information from the community to draw conclusions and make recommendations without their participation, approval, or sometimes even their awareness. In this process, community members reviewed data collected across community to arrive at conclusions. Throughout this process, HBF encouraged them to focus on "strategic unity," and finding the things they could all agree on in order to strengthen the power of their recommendations.



Healthy Black Families hosts a People's Assembly to discuss community priorities

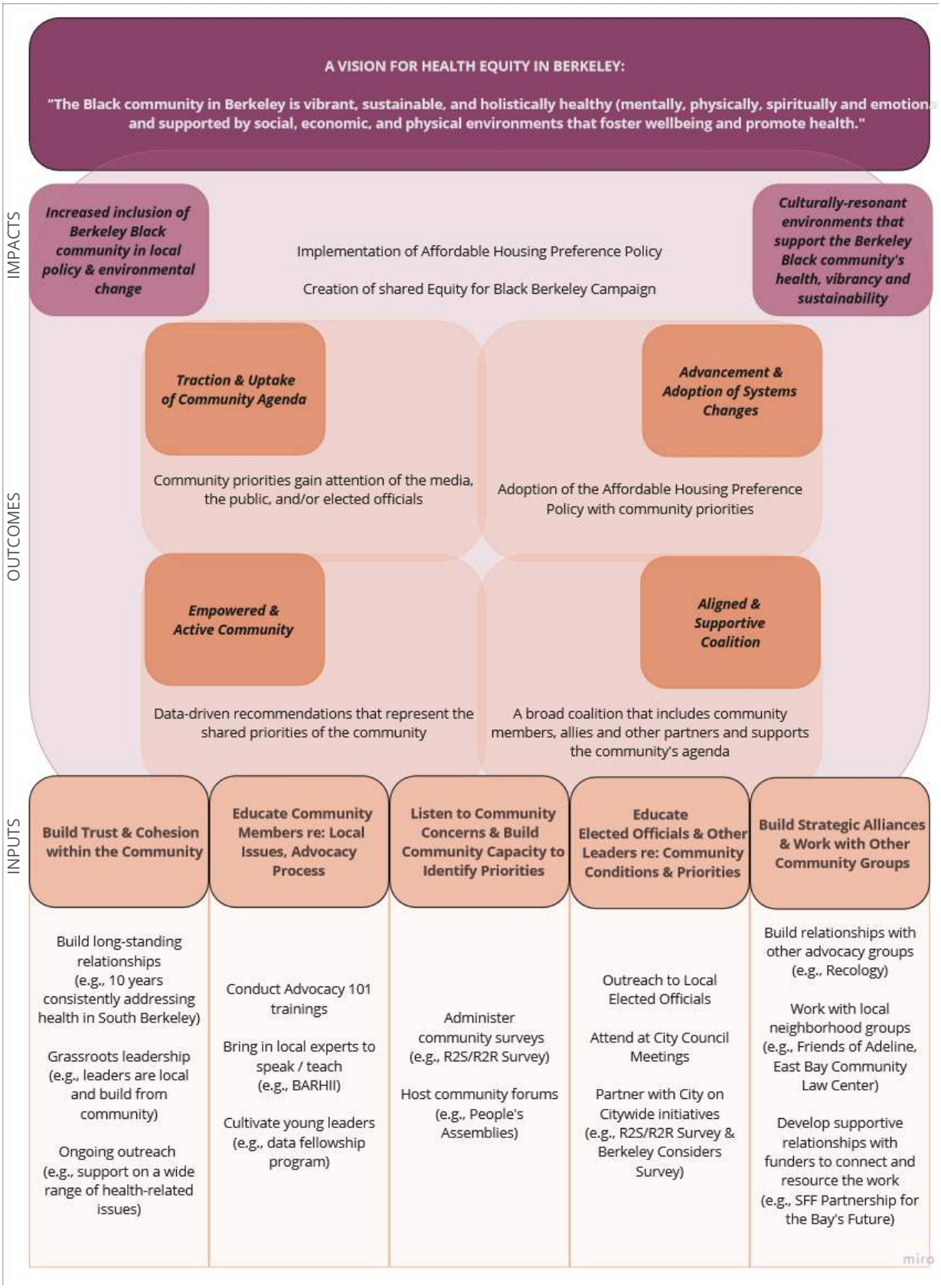


Figure 8. A schematic summarizing Healthy Black Families' efforts to advance a campaign to address the displacement of the Black community from the South Berkeley neighborhood, including the efforts they input, the outcomes of those efforts, and the longer-term impacts towards the vision of Equity 4 Black Berkeley.

HBF applied clear messaging around the community's shared priorities

With input from the community on the central question of "What do we need to create a thriving Black Berkeley?", HBF coalesced the recommendations together with research findings to deliver clear messages to local elected officials, city representatives, and funders about the community's priorities for change.[45] HBF worked with the City to generate presentations, flyers and other materials to educate others.

The community's priorities of housing, health, community and finance centered on a widely discussed point in their meetings, one that drew from the wisdom of the Black communities they were connected to across the country and also international liberatory movements such as the Right to Stay Movement that started in Palestine in 1948: that affordable housing was not an effective response to an apartheid state, as affordable housing rested upon an assumption of "the ability of the people to afford." From here, the language of the campaign shifted to invoke the more inspiring and inclusive vision of "a thriving Black Berkeley" and "equity for Black Berkeley," from prior language that focused more narrowly on achieving an "equitable Black Berkeley."

> "HBF's sharing of the Black experience with Berkeley elected created really powerful presentations which had elements of communication and narrative change, especially combined with the really clear frameworks that they put out around "right to stay, right to return, right to own" shows that narrative change that can happen from naming and clarity."
>
> **– Community Partner**



City of Berkeley public meeting



Berkeley Black community discusses affordable housing priorities

Equitable processes were integral to Equity 4 Black Berkeley campaign success

HBF worked strategically to build and engage allies along the way

With limited capacity and resources to organize the community and advance change, HBF welcomed strategic partnerships to support the community and advance their priorities. To support community capacity building, HBF leveraged relationships with other nonprofits and advocacy groups, such as the Ecology Center and the Bay Area Regional Health Inequities Initiative (BARHII). HBF also collaborated with a former councilmember who led resident Equity Summits, established community groups like Friends of Adeline, and Black-led organizations like the National Association for the Advancement of Colored People (NAACP) - Berkeley chapter and the Berkeley African American Holistic Resource Center to ensure broad outreach on their community survey and to get messages out. To expand its reach while also building stronger community leadership, HBF also developed the HBF Fellows Program and collaborated with Dr. Derethia Duval, a Black professor specializing in qualitative research on participatory research strategies. HBF also welcomed the collaboration of a fellow from the Partnership for the Bay's Future, staff at the City, and allies at the East Bay Community Law Center to interpret community recommendations along with results from a citywide public survey administered by the City, along with other public data.

HBF influenced decision-makers with well-backed recommendations and broad support

The community recommendations were a critical component for developing policy. HBF worked with staff at the City of Berkeley and other community leaders to review these recommendations along with, citywide survey results, public demographic and housing data, and examples and models of preference policies in other places to develop meaningful, solutions-oriented recommendations. The Black community in Berkeley could get behind this work when they saw their input reflected in the draft policies. With a broad coalition of support and a strong basis of research supporting their work, HBF ultimately co-presented clear recommendations to leaders in Berkeley.[46]

> "We couldn't have done this without HBF. They immediately came up with the logo and putting out info to the Black community. They had a QR code that people would use to download questions. They created a whole communication list. That was initial. Then they did [People's Assemblies], they'd discuss topics every month. That's where some of the priorities came from...The question was not just health but what would it take to create a thriving Black Berkeley? They were able to glean and put data points together and come up with a great report to inform where the money will go over time."
>
> **– Community Partner**



Berkeley City Council discussion


FILM CREW


black
mixed
with









04 Toward the Vision of a Thriving Black Berkeley

A Summary of Lessons Learned

Achieving the vision for a thriving Black Berkeley requires everyone

The AHPP is a key early step in the overall journey

The Affordable Housing Preference Policy represents an important start to addressing institutional racism and the systematic displacement of Berkeley community members, but more work is needed to achieve a sustainable, thriving community. Patterns of displacement have been the result of multiple decisions at different junctures over decades; creating new patterns of inclusion will require everyone's readiness and willingness to design, seize and implement other opportunities for change in the future. That readiness will hinge upon: (1) the community's continued organizing to monitor and enforce the implementation of AHPP and other policies, (2) the City's continued work to effectively and meaningfully partner with the community in future public processes, and (3) the continued support of funders and allies to attend to the priorities of the Black people in Berkeley and to stop the systemic harm and economic extraction of resources from their community.

Collaboration on a common vision of a thriving Black Berkeley

Achieving a thriving Black community in Berkeley requires continued collaboration among diverse stakeholders around a common vision. Favorable conditions to create and adopt the AHPP were born from the alignment of Berkeley residents around goals to curb displacement and address institutionalized racism in local exclusionary housing policies. Strengthening the alignment around the community's vision for a sustainable, thriving Black community in Berkeley will help to generate greater momentum to meaningfully address a long history of exclusion. This vision extends beyond the AHPP's promise to help legacy families return to their Berkeley roots. It calls for greater opportunities for Black families to build generational wealth, stronger investments in community culture, and better supports for youth and workforce development.

Future opportunities for change

This vision can be made possible through policies and programs that support greater homeownership among Black families, the revitalization of historic cultural gathering places like the Ashby Flea Market, and the development of new ones like the African American Holistic Resource Center. It includes efforts to build alliances and coalitions in support of their vision, outreach to investors to infuse sizable resources into equity for Black Berkeley, and research on opportunities for policy development or change.



City of Berkeley planning workshop



A South Berkeley community resident, community organizer and leader at Healthy Black Families, Inc. listens to the words of another member of the community

As Healthy Black Families, Inc. moves forward in its work with the City of Berkeley and other partners to build momentum toward a shared vision, it is important to look back at the lessons from the campaign to date. Communities, allies and funders involved so far have shared multiple lessons for others engaging in similar work, listed below.

Lessons for communities

Healthy Black Families' efforts around housing advocacy in Berkeley have demonstrated that it is important for communities facing challenges to:

- *Create power in numbers* – To seize opportunities for change when they arise, communities benefit from building a strong base. Staying connected across geographies and generations is especially important in times of adversity, like when facing displacement.

- *Build power through learning* – Knowledge is power. Communities can build power through both simple and organized acts of learning, including: ensuring the transmission of information across generations, leveraging the knowledge of different generations, engaging in community data gathering efforts, and co-creating data-informed recommendations.

- *Strengthen and unify the community through community connectors and caretakers* – Communities are not monolithic, and conflict among diverse community members is often inevitable. To overcome these natural patterns, communities must find and value the people in the community who demonstrate the greatest care and compassion to help facilitate across disagreement, build trust, and strengthen community cohesion.

- *Adopt a stance of readiness* – A strong community base is ready to speak up and speak out, ready to identify solutions, and ready to ask questions and challenge norms both when the time is right and when it is inconvenient. Communities can prepare by staying politically engaged, monitoring social and political shifts, and staying on the lookout for opportunities to advocate for change.





Healthy Black Families is a community-based and community-led organization located in South Berkeley

- *Work in solidarity* – Creating alliances with other leaders and groups is essential for advancing shared liberation. Healthy Black Families has operated under ideologies that understand that while policies and issues will shift, fundamental root causes and values will remain the same. Engaging a wide range of partners helps to build flexibility, muscle and endurance for long-term change processes.

Lessons for allies

Allies in public agencies and community organizations played an important role in the housing policy efforts to advance equity for Black Berkeley. Allies pursuing other, similar efforts should note that:

- *Work to earn trust* – Collaboration "moves at the speed of trust," particularly when working with communities that have chronically faced systems or leaders that do not trust or prioritize their input. Allies can build trust by proving themselves trustworthy; listening to understand the community's perspective, leading with community priorities, offering supports, and following through on promises.

- *Offer resource-intensive support to support the community's leadership* – Support and build upon the community's expertise and leadership by providing research, planning, strategy, and technical supports that will help to validate their priorities and expedite their solutions. In the work on the AHPP, the City of Berkeley brought technical research skills to expand knowledge of policy models supporting community priorities, and the Partnership for the Bay's Future brought resources to support analysis and communication activities under the community's leadership.

- *Find creative ways to formalize community-driven change* – Leadership involves forging new paths, and leadership can happen from any seat. Every actor in a change process, working with shared values toward a common vision, has the power to identify barriers and opportunities for change. In the fight for equity for Black Berkeley, leaders in varying seats of local government worked with and found different ways to advance change in favor of the AHPP.

- *Promote the community's stories* – By sharing the stories of the community's obstacles, challenges and wins, allies can leverage their existing networks and reach to help broaden understanding of the community's conditions, priorities, and solutions. In today's digital landscape, allies can look to and promote the podcasts, blogs, and social media posts of their community partners.

> ***"This is a story that needs to be told. It needs to not just be in front of people who care about social justice, but also people who are agnostic, who don't understand the privilege that we have had by being white and not discriminated against. In a progressive community like Berkeley, we might be able to find new funding for big efforts like this. There are all sorts of opportunities that could happen if the greater world were to understand the true impact of discrimination."***
>
> – Community Partner

Lessons for funders

Funders were essential for ensuring that Healthy Black Families, the City of Berkeley, the community and allies could complete their work in a timely and effective way. Funders aiming to create change in this and other communities can build on this work and:

- *Lift up trusted community leaders* – Community leaders are not always those who step forward first or are recognized by groups in power. Trusted community leaders are those who are pushed forward by the community members themselves. They create space for dialogue within broad, diverse communities. Funders seeking to support sustainable community-centered change would benefit from ensuring sufficient time to listen to and understand the specific needs of the community and to identify the community's natural trusted leaders.

- *Provide core support to build community power* – Communities know that while issues and politics will change, the fundamental root causes and issues remain the same. Communities need support for long-term, sustained organizing to remain connected, unified and ready. The experience and efforts of the Black Berkeley community demonstrate that hardships like displacement severely impact community coherence and voting power. Even without an agenda or specific policy intervention in sight, community connection and base building matters.



Proposed new development in South Berkeley will include affordable housing and storefronts

- *Convene coalitions* – Community groups and local government actors rarely have the space or resources to discuss needs or best practices together. Providing the financial, staffing, and physical resources to support dialogue, coalition building and collaboration will expedite the identification of effective solutions. Funder grants and informational resources made it possible for the City and community to research and create effective community-centered solutions.

- *Connect efforts to formalize community-centered policy development in local government* – Funders can support continued partnerships, strategy development, research and technical assistance to spur innovation. Despite growing awareness and efforts to improve public participation processes for greater inclusion, there is still a long way to go for policymaking to regularly and effectively integrate community priorities. The equity campaign applied here provides a model for lifting up a small but mighty perspective that would have been diminished due to the large plurality of stakeholders in the community.



Lessons for the public

The public at large played an important role in the creation of an Affordable Housing Preference Policy responsive to the needs of the Black community in Berkeley.

- *Stay informed and curious* – Public understanding of the issues affecting the residents of South Berkeley deepened over time and helped to create a more inclusive agenda for change. The public can arrive at inclusive solutions to complex community issues by staying curious and learning how experiences might differ within a community. In Berkeley, members of the public involved in Friends of Adeline worked directly with HBF and the community to understand and help advocate for community priorities.

- *Be a persistent amplifier* – Continued pressure from the public helped grow support for improved housing access and affordability, and ensured that the issue remain a priority for local Berkeley leadership to address. Members of the public can support equitable change by amplifying the needs, priorities and solutions of communities of color.

- *Vote for inclusive, values-aligned leaders* – By participating in the democratic process, the broader public elected leaders who were willing to listen to and address not just the priorities of the broader populace, but also the needs of its most vulnerable groups.

05 Afterword

This Case Story

This case story was commissioned by Healthy Black Families, Inc. with funding from the Coro Foundation and developed by Mesu Strategies, LLC. The purpose of this case story is to document the story and lessons learned from the Affordable Housing Preference Policy success to advance equity for Black Berkeley. The aim is to share details on their approach to help inform and guide others who share their vision to achieve equitable community transformation. This case story is not a systematic evaluation of the campaign or its actors.

Approach

To inform the development of the case story, Mesu Strategies performed a literature review, and media scan, conducted confidential interviews with stakeholders, applied the PolicyLink Getting Equity Advocacy Results (GEAR) framework and benchmarks of success, and synthesized key learnings.

The literature review looked at peer-reviewed publications, grey literature, and materials provided by HBF and peer-reviewed publications, including:

- Educational materials developed for and presented to policymakers regarding possible policy solutions for local community needs (e.g., presentations to Berkeley City Council re Tenant Opportunity to Purchase Act and Affordable Housing Preference Policy, 2021-2022)
- Educational materials developed for and presented to communities regarding policy opportunities and needs for input (e.g., presentations, question guides, talking points for members of the West and South Berkeley neighborhoods in community meetings and People's Assemblies, 2021-2022)
- Databases of information provided by community members about community priorities (2023)
- Policy documents (e.g., Adeline Corridor Specific Plan 2020, Affordable Housing Preference Policy 2023)
- Podcast links discussing and describing the context and journey for its advocacy (2023-2024)
- Invitation materials planning for future campaign meetings with BART, SFF, and City of Berkeley (2024)

Mesu Strategies conducted confidential interviews with community members and allies involved with the AHPP. All interviewees invited to participate successfully completed an interview. Interviewees received a common set of questions related to their role in AHPP advocacy and perceptions of context, success and challenges. Interviewees included:

- **Anna Cash,** City of Berkeley Housing and Human Services, formerly Partnership for the Bay's Future
- **Ayanna Davis,** Healthy Black Families, Inc. and community member
- **Jacqueline McCormick,** City of Berkeley Mayor's Office
- **Willie Phillips,** community member
- **Wilhelmenia Wilson,** Healthy Black Families, Inc. and community member

06 References

1. The Great Migration took place from approximately the 1910s to the 1970s.

2. Between 1914-1970, nearly six million African Americans fled the violence of the rural South in search of new lives and opportunities in the North, Midwest, and West.

3. Many home deeds and homeowner association bylaws included racially restrictive covenants that forbade the sale or lease of real estate to “undesirables,” which included Blacks and other people of color. Real estate professionals also engaged in practices that would deter undesirables from moving to majority-white neighborhoods.

4. Weinstein, D. (2004, February 7). SIGNATURE STYLE / Duncan McDuffie / Natural Neighborhoods / Visionary Developer Created Elegant Urban 'Residential Parks'. SFGATE. https://www.sfgate.com/bayarea/article/SIGNATURE-STYLE-Duncan-McDuffie-Natural-2800658.php

5. Lorey, M. T. (2013). A History of Residential Segregation in Berkeley, California, 1878-1960. The Concord Review, Inc., 1-19. http://www.schoolinfosystem.org/pdf/2014/06/04SegregationinCA24-2.pdf

6. The Fair Housing Center of Greater Boston. (n.d.). 1917: Buchanan v. Warley. Boston Fair Housing. https://www.bostonfairhousing.org/timeline/1917-Buchanan-v.Warley.html

7. Baldassari, E., & Solomon, M. (2020, October 5). The Racist History of Single-Family Home Zoning. KQED. https://www.kqed.org/news/11840548/the-racist-history-of-single-family-home-zoning

8. The creation of the federal Home Owners’ Loan Corporation (HOLC) in 1933 provided Americans with access to homeownership and social-financial mobility through the availability of 30-year home mortgages. To determine mortgage worthiness, banks used maps that systematically “redlined” communities deemed poor investments, systematically denying mortgages to Black communities across America.

9. In 1916, the City of Berkeley passed the nation’s first exclusionary single-family housing policy, codifying residential racial segregation and exacerbating the effects of racially restrictive covenants and homeowner association bylaws that restricted the sale or lease of homes to members of certain racial groups.

10. Gambhir, S., Shahid Nawaz, S., & Menendian, S. (2024, May 22). Single-Family Zoning in California: A Statewide Analysis. Othering & Belonging Institute. https://belonging.berkeley.edu/single-family-zoning-california-statewide-analysis

11. Community member. (2024, May 22). Personal Interview.

12. Suggs, B., & Rose, C. (2023, February 23). A Walk Through History in the Heart of Berkeley’s Black Community. Berkeleyside. https://www.berkeleyside.org/2023/02/23/black-history-walk-through-south-berkeley

13. Community member. (2024, May 22). Personal Interview.

14. UC Berkeley Digital Humanities. (2024). The Rainbow Sign. The Berkeley Revolution. https://revolution.berkeley.edu/projects/rainbow-sign/

15. Community member. (2024, June 12). Personal Interview.

16. UC Berkeley Digital Humanities. (2024). History of Black House. The Berkeley Revolution. https://revolution.berkeley.edu/history-black-house/

17. Hughes, K. (n.d.). Zoning A Brief Berkeley History. Berkeley Revolution. https://revolution.berkeley.edu/assets/Zoning-a-Brief-Berkeley-History.pdf

18. Owens, D. (2022, January 14). The History of Gentrification in Berkeley: Part II. Retrieved from Darrell Owen's Substack: https://darrellowens.substack.com/p/the-history-of-gentrification-in-111

19. Calandrillo, S., & Dunn, K. (2024, February 1). The New Redlining: How Progressive Policies Restrict the Development of Housing Supply and Perpetuate America's Racist Property Law Past. 77 Florida Law Review, Forthcoming (2024-25). https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4744125

20. Weller, C. (2019, December 5). African Americans Face Systematic Obstacles to Getting Good Jobs. American Progress. https://www.americanprogress.org/article/african-americans-face-systematic-obstacles-getting-good-jobs/

21. Owens, D. (2022, January 14). The History of Gentrification in Berkeley: Part II. Darrell Owen's Substack. https://darrellowens.substack.com/p/the-history-of-gentrification-in-111

22. *Ibid.*

23. Dinkelspiel, F. (2016, June 29). Berkeley Homelessness: A Timeline from 1982 to 2016. Berkeleyside. https://www.berkeleyside.org/2016/06/29/berkeley-homelessness-a-timeline-from-1982-to-2016

24. Rossi, P. H. (1990, August). The Old Homeless and the New Homelessness in Historical Perspective. American Psychologist, 45(8), 954-959. American Psychology. https://psycnet.apa.org/fulltext/1990-30752-001.pdf?auth_token=2a252d284ad10c891f86b38fe3643295e17448b7

25. Owens, D. (2022, January 14). The History of Gentrification in Berkeley: Part II. Darrell Owen's Substack. https://darrellowens.substack.com/p/the-history-of-gentrification-in-111

26. Massey, D., Albright, L., & Rugh, J. (2015, May 4). Race, Space, and Cumulative Disadvantage: A Case Study of the Subprime Lending Collapse. PMC PubMed Central. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4962882/

27. City of Berkeley. (n.d.). Measure O: Affordable Housing Bond. https://berkeleyca.gov/your-government/our-work/bond-revenue-measures/measure-o United States Census. (n.d.). Quick Facts Berkeley City, California. United States Census. https://www.census.gov/quickfacts/fact/table/berkeleycitycalifornia/PST045219?#viewtop

28. Markovich, A. (2022, July 17). A changing Berkeley: 6 maps show how the past decade has remade the city. Berkeleyside. https://www.berkeleyside.org/2022/07/17/berkeley-population-demographics-housing-census-2020-maps

29. Link, B. G., & Phelan, J. (1995). Social Conditions as Fundamental Causes of Disease. Journal of Health and Social Behavior, Spec No, 80–94. https://pubmed.ncbi.nlm.nih.gov/7560851/

30. Collins, C., & Williams, D. (2001, September). Racial Residential Segregation: A Fundamental Cause of Racial Disparities in Health. Public Health Reports, 116(5), pp. 404-416. Sage Journals. https://journals.sagepub.com/doi/abs/10.1093/phr/116.5.404#core-collateral-more

31. City of Berkeley Public Health Division. (2018). City of Berkeley Health Status Report. Berkeley, CA. https://berkeleyca.gov/sites/default/files/2022-01/health-status-summary-report-2018.pdf

32. PolicyLink and USC PERE. (2024). How Is the Black Population Doing in the Bay Area?. National Equity Atlas. https://nationalequityatlas.org/lab/black-pop-bayarea

33. *Ibid.*

34. Cash, A. (2022). Housing Preference Policy. Memorandum to the City of Berkeley Housing Advisory Commission from the City of Berkeley Health and Human Services Division.

35. Cash, A., Davis, A., Shankute, H., & Uberti, M. (2021). Berkeley Challenge Grant for Anti-Displacement Policies. Joint Presentation. Berkeley, CA. https://berkeleyca.gov/sites/default/files/legislative-body-meeting-attachments/2021-01-20%20Item%207%20Presentation.pdf

36. City of Berkeley. (n.d.). CITY OF BERKELEY 2018-2019 STRATEGIC PLAN. Berkeley, CA. https://berkeleyca.gov/sites/default/files/2022-01/Berkeley-Strategic-Plan.pdf

37. Williams-Ridley, D. (2023, July 11). Referral Response: Affordable Housing Preference Policy for Rental Housing Created Through the Below Market Rate and Housing Trust Fund Programs. City Council Report. https://berkeleyca.gov/sites/default/files/documents/2023-07-11%20Item%2032%20Referral%20Response%20Affordable.pdf

38. Association of Bay Area Governments. (2024, May). Case Study: Berkeley Housing Preference Policy. ABAG. https://abag.ca.gov/sites/default/files/documents/2024-05/Case%20Study%20-%20Berkeley%20Housing%20Preference%20Policy_5-10-2024.pdf

39. City of Berkeley. (n.d.). Housing Preference Policy Administrative Guidelines. https://berkeleyca.gov/sites/default/files/documents/Berkeley_HousingPreferencePolicy_Admin_Guidelines.pdf

40. Community member. (2024, May 22). Personal Interview.

41. Ibid.

42. Hailu, D. (Host). (2023, July 19). Equity! - Healthy Black Families. (Episode 4) [Audio Podcast Episode]. In Telling Our Stories: The Housing Chronicles. https://healthyblackfam.org/podcast

43. Community member. (2024, June 12). Personal Interview.

44. Hailu, D. (Host). (2023, July 19). Equity! - Healthy Black Families. (Episode 4) [Audio Podcast Episode]. In Telling Our Stories: The Housing Chronicles. https://healthyblackfam.org/podcast

45. HBF. (n.d.). E4BB Brochure [Brochure]. Berkeley, CA: Healthy Black Families. https://static1.squarespace.com/static/6179a5a21df0c4182effd99a/t/65a97ba430aa40226fad0d23/1705606059258/Updated+E4BB+BrochurePrintReady.pdf

46. Cash, A. (2022). Housing Preference Policy. Memorandum to the City of Berkeley Housing Advisory Commission from the City of Berkeley Health and Human Services Division.





Office of the City Manager

25

ACTION CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Sharon Friedrichsen, Budget Manager, City Manager's Office

Subject: Amendment: FY 2025 Annual Appropriations Ordinance

RECOMMENDATION

Adopt first reading of an Ordinance amending the FY 2025 Annual Appropriations Ordinance No. 7,926–N.S. for fiscal year 2025 based upon recommended re-appropriation of committed FY 2024 funding and other adjustments authorized since July 1, 2024.

FISCAL IMPACTS OF RECOMMENDATION

On June 25, 2024 the City Council adopted the FY 2025 Budget, authorizing gross appropriations of $793,319,711 and net appropriations of $686,125,119 (net of dual appropriations).

This first amendment to the Annual Appropriations Ordinance, *if approved*, would total $291,018,200 (gross), increasing the gross appropriations to $1,084,337,911 and represent the re-authorization of funding previously committed in FY 2024 and new expenditures added after the adoption of the FY 2025 Budget on June 25, 2024, including new grant fund appropriations.

Requested funding includes:

1. Encumbered contract obligations from FY 2024 totaling $111,061,845;
2. Re-appropriated unencumbered FY 2024 funding of $137,703,017; and
3. Changes to fund appropriations, primarily due to receipt of new grants and use of available fund balances, in the amount of $42,253,338. *However, this amount also includes $4,575,706 in new General Fund requests for FY 2025.*

The proposed changes to the General Fund totals $48,143,108, which includes encumbrances of $30,334,347, unencumbered carryover requests of $13,233,055, and adjustments of $4,575,706. These amounts are subject to change based upon the City Manager's recommendations and the recommendations of the Budget and Finance Policy Committee.

BACKGROUND
Purpose of Amendment

The Annual Appropriations Ordinance (AAO) establishes the expenditure limits by fund for FY 2025. Throughout the year, the City takes actions that amend the adopted budget. These may include, but are not limited to, the acceptance of new grants, revisions to existing grants, adjustments to adopted expenditure authority due to emergency needs and other funding needs that occur after budget adoption, and transfers in accordance with Council's fiscal policies.

The adopted budget is also amended annually to reflect the re-appropriation of prior year funds for contractual commitments (i.e. encumbrances) as well as unencumbered carryover of unexpended funds previously authorized for continuation of capital and other specific projects, and for one-time, non-recurring purposes. These budget modifications are periodically presented to the Council in the form of an Ordinance amending the Annual Appropriations Ordinance, which formally requires a two-thirds vote of the City Council.

When Council adopts an appropriations ordinance (budget), it is based on projected revenues and expenditures. If fund balances do not support the requested level of expenditures, no carryover or other adjustment is recommended.

FY 2024 Official Year-end closing is still pending. However, in order to assess the amount of funding that is available for carryover and adjustment requests, a preliminary Unassigned Fund Balance calculation, based on unaudited estimated actuals, was presented at the November 7, 2024 Budget and Finance Policy Committee meeting. The City is estimated to end FY 2024 General Fund with a $15 million shortfall, thus requiring the use of the fund balance. This requires requests for unencumbered carryovers and other adjustments to be evaluated and prioritized for items that are critical for public health and safety, relate to mandated functions and/or are time sensitive.

Carryover Process

Departments were asked to submit information regarding the reasons for the unencumbered carryover requests to assist staff in determining which funds should be carried into FY 2025. In prior years, funds have been approved for carryover from one year to the next based on funding availability.

Types of Carryover

FY 2025 Encumbrance Rollovers, totaling $111,061,845 reflect contractual obligations entered into in fiscal year 2024 which had not been paid as of June 30, 2024. Funding for these "encumbered" commitments is brought forward into the current fiscal year to provide for payment of these obligations.
FY 2025 Unencumbered Carryover totals $137,703,017 and reflects the carryover of funding from FY 2024 appropriated by the City Council for specific purposes that had not been encumbered by year-end.

FY 2025 Other Adjustments total $42,253,338 and reflect adjustments required or approved since the budget adoption. Many of these adjustments are within non-discretionary funds and reflect the appropriation of grant funding and the use of available fund balance.

The proposed changes, presented in their entirety in Exhibit A, are summarized as follows:

	Encumbered Recommended	Unencumbered Recommended	Other Adjustments	Total
General Fund (011)	$ 30,334,347	$ 13,233,055	$ 4,575,706	$ 48,143,108
Capital Improvement Fund (501)	$ 6,521,803	$ 20,101,009	$ 440,000	$ 27,062,813
All Other Funds	$ 74,205,694	$ 104,368,953	$ 37,237,632	$ 215,812,279
Total	**$ 111,061,845**	**$ 137,703,017**	**$ 42,253,338**	**$ 291,018,200**

This report will be discussed with the Budget & Finance Policy Committee at their November 7, 2024 and November 14, 2024 meetings.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the act of adopting the budget/appropriations ordinance/amendments. Actions included in the budget will be developed and implemented in a manner that is consistent with the City's environmental sustainability goals and requirements.

RATIONALE FOR RECOMMENDATION

The recommendation allows the City to amend the FY 2025 Adopted Budget, re-appropriating funds from FY 2024 to FY 2024 for contractual commitments that need to be paid and revising the budget to reflect approved carryover requests in both discretionary and non-discretionary funds.

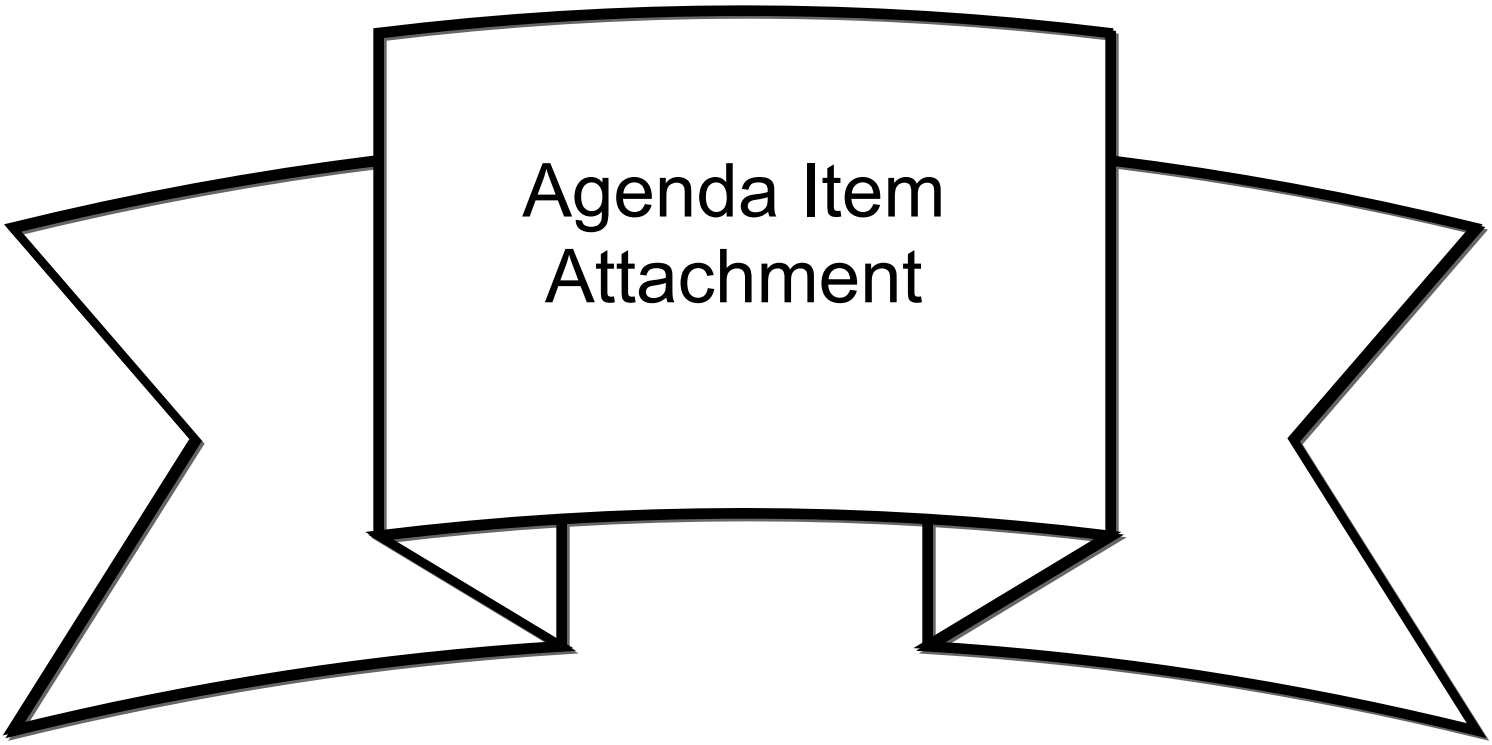
The recommendations in this report deal with the unencumbered carryover in the funds listed above and the other adjustments in all funds. Staff has conducted a detailed analysis of the individual carryover requests submitted by departments and is presenting carryover recommendations for projects that are either currently under contract, represent Council priorities, and/or are considered critical to fund at this time.

ALTERNATIVE ACTIONS CONSIDERED

No other alternatives have been considered.

CONTACT PERSON

Sharon Friedrichsen, Budget Manager, City Manager's Office, 981-7000
Maricar Dupaya, Senior Management Analyst, City Manager's Office, 981-7000



This attachment will be provided to the City Council and the public prior to the meeting (including posting to the city website) in accordance with the requirements for revised and supplemental materials in the Open Government Ordinance.

City Clerk Department
2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

The City of Berkeley, City Council's Web site:
http://berkeleyca.gov

26

Office of the City Manager

ACTION CALENDAR
November 19, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Jordan Klein, Director, Planning and Development Department

Subject: Amendments to BMC Chapter 22.16, Development Agreement Procedures

RECOMMENDATION
Adopt first reading of an Ordinance amending BMC Chapter 22.16, "Development Agreement Procedures."

SUMMARY
Development Agreements (DAs) are negotiated contracts between a public agency and a project sponsor that govern land use, benefiting both parties. Although BMC Chapter 22.16 outlines DA procedures, no DAs have been executed since the Chapter's adoption in 1991. City staff propose amendments to streamline the process in alignment with State law aiming to encourage the use of DAs for large projects and maximize community benefits.

FISCAL IMPACTS OF RECOMMENDATION
Developing streamlined procedures that attract developers and promote the completion of agreements on large projects could increase community benefits, local investments and workforce opportunities for Berkeley residents.

CURRENT SITUATION AND ITS EFFECTS
BMC Chapter 22.16 "Development Agreement Procedures" establishes the City process and requirements for DAs. Since its adoption in 1991, no DAs have actually been executed. Staff speculate that project applicants are deterred by the complexity of the Chapter's additional local requirements, which exceed what is required under State law. Primarily, BMC Chapter 22.16 introduces additional public hearings—some mandated and others optional, as determined by advisory bodies—leading to uncertainty regarding the timeline for negotiation and completion of a DA. The additional procedural steps mandated by the BMC 22.16 have limited the use of DAs as a planning tool to advance City priorities for complex development projects.

The proposed ordinance amendments would streamline the Development Agreement procedures by revising these three items:

1. Removing the requirement that the City Manager obtain approval from the Planning Commission and City Council to determine whether a DA is an appropriate entitlement. Instead, the City Manager would determine whether a DA is the appropriate entitlement after reviewing a project sponsor's application. The Planning Commission and City Council would retain authority to review and approve any DAs.

2. Removing the requirement that the Planning Commission hold at least one preliminary community workshop prior to the commencement of DA negotiations. The Planning Commission and City Council would still hold public hearings for the review and approval of the DA, and applicants would be encouraged to perform community outreach.

3. Removing the ability of the Zoning Adjustments Board, Design Review Committee, and Landmarks Preservation Commissions to call their own public hearings prior to the Planning Commission's consideration a DA. The Planning Commission would still be encouraged to seek recommendations from these bodies on policies or programs pertaining to each body's scope of expertise.

In addition to these three key amendments, staff propose the addition of section titles, the expansion of existing titles, and other copy edits.

BACKGROUND

Thirty-five years ago, the City of Berkeley negotiated a long-term DA with Bayer Pharmaceuticals for its West Berkeley campus, setting a precedent for public/private partnerships. The City adopted its current DA procedures shortly after that agreement was reached.

Development Agreements are negotiated contracts between a public agency and project sponsor that govern land uses within a specific area. A DA establishes site-specific standards for a project that must also be consistent with local land use policies, and may freeze existing zoning to provide assurance that the project will not be blocked by future regulatory changes.

A DA can reduce the risk a project sponsor faces by vesting certain rights, and can benefit a city by funding improvements that would not otherwise be required under zoning. Other benefits, such as off-site improvements, community benefits, or project components, can also be negotiated. The process is elective and both parties must agree to enter into the negotiating process.

The state development agreement statute, codified in California Government Code Sections 65864-65869.5, was adopted in 1979 to provide developers with early certainty about the requirements that would apply to their projects. In exchange for providing large-scale infrastructure or other benefits, DAs help developers obtain vested rights, thereby reducing their risk and increasing confidence among investors and creditors. DAs are often accompanied by specific plans that establish unique development and zoning standards for the project.

A. City Council Referrals

The proposed amendments to BMC Chapter 22.16 respond to two City Council referrals (***Attachment 2***): one from September 20, 2011, authored by then-Mayor Tom Bates, and a second referral from October 30, 2018, authored by Mayor Jesse Arreguin and co-sponsored by Councilmembers Sophie Hahn, Lori Droste, and Kate Harrison. Both referrals directed staff to update and streamline the DA procedures consistent with State law.

B. Planning Commission Comments

On September 4, 2024, the Planning Commission conducted a public hearing and City staff presented amendments to BMC Chapter 22.16 (***Attachment 4***). The Commissioners expressed support for the decision to update the Development Agreement Procedures and the potential community benefits that could result from the use of DAs. The Planning Commission recommended that City Council adopt the proposed ordinance, with revisions (M/S Mikiten/Vincent. Ayes: Merker, Vincent, Moore, Mikiten, Marthinsen, Twu, Hauser, and Ghosh. Noes: None. Abstain: Oatfield. Absent: None. (8-0-1-0)).

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The project is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, which provides that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

RATIONALE FOR RECOMMENDATION

The additional procedural steps mandated by the City’s current ordinance have limited the use of DA procedures as a standard planning tool for complex development projects. The proposed Ordinance would reduce the steps and meetings required, while still maintaining requirements mandated by state law. A simplified DA procedure will attract developers, increase community benefits, and boost local investment.

ALTERNATIVE ACTIONS CONSIDERED

The Council could consider taking no action on the recommendations proposed by staff. In this case, the BMC Chapter 22.16 will remain in place, and developers would remain unlikely to approach the City with new proposed agreements.

CONTACT PERSON
Uttara Ramakrishnan, Associate Planner, Planning and Development Department, 510-981-7483

Attachments:
1: Draft Ordinance Amending BMC Chapter 22.16 Development Agreement Procedures.

2: City Council Referrals
September 20, 2011 City Manager Referral: Revisions to the Development Agreement Procedures.

October 30, 2018 City Manager and Planning Commission Referral: Update BMC Chapter 22.16 Development Agreement Procedure

3: September 4, 2024 – Planning Commission staff report.

ORDINANCE NO. -N.S.

DEVELOPMENT AGREEMENT PROCEDURES AMENDMENTS

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

Section 1. That Berkeley Municipal Code Chapter 22.16 is amended to read as follows:

DEVELOPMENT AGREEMENT PROCEDURES AMENDMENTS

Chapter 22.16
DEVELOPMENT AGREEMENT PROCEDURES

Sections:
22.16.010 Intent and purpose.
22.16.020 Definitions.
22.16.030 Applications.
22.16.040 Contents of development agreements.
22.16.050 Consideration of proposed development agreements and their enabling ordinances.
22.16.060 Recordation.
22.16.070 Annual review.
22.16.080 Amendment or cancellation.
22.16.090 Miscellaneous provisions.

Section 22.16.010 Intent and purpose.

A. Declaration of intent and purpose.

~~1. The City Council finds that development agreements can strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved.~~

1. Intent. A development agreement is a contract that is negotiated and voluntarily entered into by the City and an applicant and may contain any additional or modified conditions, terms or provisions agreed upon by the parties. Development agreements provide assurance to the applicant that the project may proceed in accordance with existing policies, rules and regulations, and subject to conditions of approval, thereby strengthening the public planning process, encouraging private participation in comprehensive planning, and reducing the economic costs of development. Development agreements promote

the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved.

~~2. The City Council further finds and determines that the public health, safety and general welfare will be furthered by the adoption of an ordinance establishing procedures for entering into and administering development agreements to accomplish the foregoing purposes and corresponding benefits.~~

2. **Purpose.** Where there are unique or compelling circumstances, development agreements may be used to advance community benefits that are mutually beneficial to the City and the applicant and cannot otherwise be achieved through the land use regulatory process.

Section 22.16.020 Definitions.

A. Definitions. The following terms when used in this chapter shall have the following respective meanings:

1. "City" means the City of Berkeley, a municipal corporation.

2. "City Clerk" means the Berkeley City Clerk.

3. "City Council" means the Berkeley City Council.

4. "City Manager" means the Berkeley City Manager or the person they designate to carry out all or part of the responsibilities for implementing this chapter.

5. "Applicant" means a person who has a legal or equitable interest in real property, and who applies for a development agreement for a project on that property pursuant to the procedures specified in this chapter, and who executes and is bound by the terms of the development agreement. "Applicant" includes a successor in interest to the rights and duties of the original applicant for a development agreement.

6. "Development agreement" means a development agreement entered into between the City and an applicant pursuant to this chapter.

7. "General plan" means the Berkeley General Plan.

8. "Person" means an individual, group, partnership, firm, association, corporation, trust, governmental agency, governmental official, administrative body, tribunal or any other form of business or legal entity.

9. "Planning Commission" means the Planning Commission of the City of Berkeley.

10. "Project" means the development project that is the subject of a development agreement.

Section 22.16.030 Applications.

A. **Authority for Adoption**. An applicant for a development project may request that the City review the application as a development agreement application in accordance with the following procedures. The City incorporates by reference the provisions of California Government Code Sections 65864-65869.5. In the event of any conflict between these statutory provisions and this chapter, this chapter shall control, to the extent permitted by state law.

B. **Forms and Information**. The applicant shall submit an application for a development agreement on a form prescribed by the City Manager. The City Manager shall identify submittal requirements for applications for development agreements. They may require an applicant to submit such additional information and supporting data as they consider necessary to process the application.

C. **Fees.** The applicant shall pay such fees and charges for the filing and processing of applications for development agreements and the administration of approved development agreements, including annual reviews, in amounts as may be established by resolution of the City Council.

D. **Qualified Applicant**. A qualified applicant shall have a legal or equitable interest in the real property which is the subject of the proposed development agreement. The City Manager shall require an applicant to submit proof of their interest in the real property, and of the authority of any agent to act for the applicant.

E. **Initial review of application.**

1. Complete Application. The City Manager shall review each application to determine ~~whether it is~~ completeness. If the application is deemed complete, the City Manager shall, within forty-five (45) days after submittal of the application, inform the applicant.

2. Incomplete Application. If the application is found to be incomplete, the City Manager shall, ~~reject the application and,~~ within forty-five (45) days after submittal of the application, ~~shall~~ inform the applicant that the application has been rejected and provide a list of the items necessary to properly complete the application. ~~Applicant may appeal the City Manager's determination that the application is incomplete to the City Council. Any such appeal must be filed within fifteen days following the mailing of written notice that the application is incomplete.~~

~~2. Within forty-five days after determining a development agreement application to be complete, the City Manager shall make a written recommendation to the Planning Commission whether a development agreement is the appropriate form~~

~~of entitlement for the proposed project, and shall place it on the Planning Commission agenda at the earliest practicable date. The Planning Commission shall make a recommendation to the City Council concerning appropriateness within thirty days after the date of the meeting at which the item first appears on the commission agenda. If the Planning Commission fails to make a recommendation within this time period, then the City Manager's recommendation shall be placed on the City Council agenda as specified in Section 22.16.030 of this chapter. The following criteria shall be followed in making these recommendations:~~

~~a. The project is preliminarily determined to be consistent with the general plan and any applicable~~

~~specific plan, or applicant has submitted an application for any necessary amendments to the general plan or specific plan; and~~

~~b. EITHER: These three criteria are met:~~

~~(1) The project site is three acres or more in area.~~

~~(2) The project proposes to construct or rehabilitate multiple structures on the site, and the total floor~~

~~area to be constructed and rehabilitated is at least one hundred thousand square feet.~~

~~(3) The project envisions a long-term or phased build-out such that, at the time of application, designs of~~

~~all buildings and improvements cannot be reasonably specified in the manner required of use permit applications.~~

~~OR: There are other unique or compelling reasons why the project or the potential benefits to the community would warrant consideration in the form of a development agreement.~~

~~3. The City Manager's recommendation under subsection 22.16.030E, 2 of this chapter shall include an analysis of how the proposed project comports with regulations of the zoning district in which the property lies, including identification of any aspects of the project which would require a variance were the application subject to review and action under the zoning ordinance.~~

~~4. The Planning Commission's recommendation, or, if the Planning Commission does not make a timely recommendation, then the City Manager's recommendation, under subsection 22.16.030E, 2 of this chapter shall be placed on the City Council agenda at the earliest practicable date as an action item, and the City Council may accept or reject the recommendation after consideration of the criteria enumerated in subsection 22.16.030.E, 2 of this chapter.~~

~~5. The City Council shall make a determination whether a development agreement is the appropriate form of entitlement for the proposed project within thirty days after the date of the meeting at which the item first appears on the City Council agenda. If the City Council fails to make a determination within this time~~

~~period, then the Planning Commission's recommendation, or, if the Planning Commission failed to make a timely recommendation, then the City Manager's recommendation, under subsection 22.16.030E, 2 of this chapter, shall become the City's final determination as to whether a development agreement is the appropriate form of entitlement for the proposed project.~~

Section 22.16.040 Contents of development agreements.

A. **Project Description.** A development agreement shall specify its duration; the permitted uses of the subject property; the general location and density or intensity of uses; the general location, maximum height and size of proposed buildings; and provisions for reservation or dedication of land for public purposes. It shall contain provisions concerning its transferability.

B. **Improvements & Fees.** A development agreement may include requirements for construction and maintenance of onsite and off-site improvements or payment of fees in lieu of such dedications or improvements.

C. **Requirement for Project Approvals.** A development agreement may also include conditions, terms, restrictions, and requirements for subsequent discretionary actions but does not eliminate the applicant's responsibility to obtain all required land use approvals.

D. **CEQA.** A development agreement may include, without limitation, conditions and restrictions imposed by the City with respect to the project including those conditions and restrictions proposed in any environmental impact report or mitigated negative declaration applicable to the project prepared and certified under the California Environmental Quality Act, and the City's regulations with respect thereto, in order to eliminate or mitigate adverse environmental impacts of the project.

E. **Phased Development.** A development agreement may provide that the project be constructed in specified phases, that construction shall commence within a specified time, and that the project or any phase thereof be completed within a specified time.

F. **Public Financing.** If the development agreement requires applicant financing of necessary public facilities, it may include terms.

G. **Indemnification.** A development agreement may contain an indemnity clause requiring the applicant to indemnify and hold the City harmless against claims arising out of or in any way related to the actions of applicant in connection with the application or the development process, including all legal fees and costs.

H. **Performance Guarantee.** A development agreement may include provisions to guarantee performance of obligations stated in the agreement.

I. **Terms.** A development agreement shall be a contract that is negotiated and voluntarily entered into by City and applicant and may contain any additional or modified conditions, terms or provisions agreed upon by the parties.

Section 22.16.050 Consideration of proposed development agreements and their enabling ordinances.

~~A. Community workshop; public notice. The Planning Commission shall conduct at least one community workshop prior to commencement of the negotiations referenced in subsection 22.16.050B of this chapter. The purpose of the community workshop(s) is to provide members of the Planning Commission, other advisory bodies to the City Council, and members of the public the opportunity to recommend environmental mitigations, community benefits and other provisions of a development agreement to the City Manager for negotiation. Notice of the community workshop(s) shall be mailed fourteen calendar days in advance to members of the City Council, Planning Commission, and other designated advisory bodies. In addition, notice of this chapter shall be mailed to owners and occupants of all property within five hundred feet of the project site and shall be published in display ads in newspapers of general circulation in the City of Berkeley.~~

A.~~B.~~ **Negotiations**. The City Manager shall negotiate the specific components and provisions of the development agreement on behalf of the City for recommendation to the City Council. The City Council may, but need not, appoint a subcommittee of the City Council to advise the City Manager on the negotiations. ~~The participate in the negotiations. City Council shall appoint a community advisory committee to consult with the City Manager and any subcommittee appointed by the City Council during negotiations. In appointing the members of this committee, the City Council shall give due consideration to obtaining representative views of residents and businesses in affected communities. The City Manager shall not commence negotiations with the applicant as to any specific component or provision of the development agreement until after the Planning Commission has conducted a community workshop pursuant to subsection 22.16.050B of the chapter.~~

B ~~C~~ **Advisory bodies**. The Planning Commission shall advise the City Council on development agreements, including the matters specified in subsection 22.16.050 (E) of this chapter. ~~In addition, the City Manager shall designate the following City boards and commissions as advisory bodies to t~~The Planning Commission may seek recommendations from the following boards or commissions consistent with the charge of those bodies as set forth below. ~~and the City Council on the following aspects of a proposed development agreement where the project otherwise would be subject to such board or commission's jurisdiction or review were the applicant required to proceed under the City's zoning, design review, or landmarks preservation rules:~~

1. Zoning Adjustments Board - permitted uses and development standards, ~~community benefits and mitigation programs,~~ and future discretionary review for use permits.

2. Design Review Committee - development standards as they relate to existing and planned urban design of the surrounding area, architectural guidelines, site plan and site plan standards.

3. Landmarks Preservation Commission - development standards as they relate to designated landmarks or structures of merit on the subject site or adjacent sites, mitigation programs for loss of designated landmarks, and demolition of non-residential buildings forty years old or older.

C ~~D~~. **Availability of draft development agreement**. The City Manager shall make a draft of the proposed development agreement available for public review at least thirty (30) days prior to the Planning Commission's public hearing on the proposed development agreement.

~~The Zoning Adjustments Board, the Design Review Committee and the Landmarks Preservation Commission, may conduct one or more public hearings or community workshops during the review period for the draft development agreement, consistent with the scope of their roles outlined in subsection 22.16.030E, 2 of this chapter.~~

D ~~E~~. **Planning Commission public hearing**. Prior to making a recommendation for City Council action on a proposed development agreement, the Planning Commission shall hold a noticed public hearing to consider comments on the development agreement ~~from other advisory bodies and~~ from members of the public. Notice of the intention to consider adoption of a development agreement shall be given as provided in California Government Code Sections 65090 and 65091~~public hearing to make a recommendation concerning adoption of a development agreement shall be given as provided in subsection 22.16.050A of this chapter~~, in addition to any other notice required by law for land use approvals to be considered concurrently with the development agreement. ~~The Planning Commission public hearing may, but need not, be held concurrently with the public hearing(s) on other land use approvals for the project.~~

E.~~F.~~ **Recommendation by Planning Commission**. Within thirty days after closing its public hearing, the Planning Commission shall make its recommendation in writing to the City Council. The recommendation shall include the Planning Commission's determination and supporting reasoning whether or not the proposed development agreement:

1. Is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.

2. Is compatible with the uses authorized in, and the zoning district in which the real property is located.

3. Has duly considered City mitigation programs in effect at the time of execution of the agreement.

4. Will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood.

5. Complies with the provisions of the California Environmental Quality Act and City's procedures adopted pursuant thereto.

F ~~G~~. **City Council public hearing**. The City Council shall hold a noticed public hearing prior to adoption of any development agreement. Notice of the intention to consider adoption of a development agreement shall be given as provided in California Government Code Sections 65090 and 65091~~public hearing to consider adoption of a development agreement shall be given as provided in subsection 22.16.050A of this chapter~~, in addition to any other notice required by law for land use approvals to be considered concurrently with the development agreement. The City Council public hearing may, but need not, be held concurrently with the public hearing(s) on other land use approvals for the project.

G ~~H~~. **Decision by City Council**.

1. After the City Council completes the public hearing, it may accept, reject or conditionally accept the recommendation of the Planning Commission; or in the event the Planning Commission has failed to make a recommendation pursuant to subsection 22.16. 050 E ~~F~~ of this chapter, the City Council shall approve, disapprove or conditionally approve the development agreement. ~~The City Council may, but need not, refer matters not previously considered by the Planning Commission during its hearing back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the City Council.~~

2. The City Council shall not approve a proposed development agreement unless it finds that its provisions are consistent with the general plan and any applicable specific plan. This requirement may be satisfied by a finding that the provisions of a proposed development agreement are consistent with proposed general plan or specific plan provisions which are to be adopted concurrently with the approval of the proposed development agreement. A finding of consistency may be made if, considering the general plan and/or specific plan as a whole and balancing competing provisions as appropriate, the City determines that the proposed development agreement does not conflict with the provisions of the general plan and/or specific plan. ~~This finding need not be supported by detailed explanation or factual findings.~~

The City Council shall not approve a proposed development agreement that includes a subdivision, unless the agreement provides that any tentative map prepared for the subdivision will comply with California Government Code Section 66473.7.

Notwithstanding any other provision of law, ~~including Government Code Section 65867.5,~~ this subsection shall not be interpreted to impose upon the City any of the legal requirements applicable to general law cities but not charter cities. ~~with respect to general plan or specific plan consistency, including without limitation any prohibition on a finding of general plan consistency in the absence of a complete, legally adequate general plan.~~

3. A proposed development agreement shall be executed by the applicant before it is placed before the City Council for consideration at a public hearing.

H ~~I~~. **Approval of development agreement**. The City Council shall have the exclusive authority to approve the development agreement. Approval of a development agreement shall be by ordinance.

Section 22.16.060 Recordation.

A. Execution and recordation of development agreement.

1. Within ten days after the ordinance approving the development agreement takes effect, the City Manager shall execute the development agreement on behalf of the City, and the City Clerk shall record the development agreement with the Alameda ~~county~~ County ~~recorder~~Recorder.

2. If the parties to the agreement or their successors in interest amend or cancel the development agreement, or if the City terminates or modifies the development agreement for failure of the applicant to fully comply with the provisions of the development agreement, the City Clerk shall record notice of such action with the Alameda County Recorder.

Section 22.16.070 Annual review.

A. **Time for and initiation of review.**

1. The City Manager shall review each approved development agreement at least once a year at which time the applicant shall be required to demonstrate compliance with the provisions of the development agreement.

2. The applicant shall initiate the required annual review by submitting a written request at least sixty (60) days prior to the review date specified in the development agreement. The applicant shall also provide evidence as determined necessary by the City Manager to demonstrate compliance with the provisions of the development agreement. The burden of proof by substantial evidence of compliance is upon the applicant.

B. **Finding of compliance.** If the City Manager, on the basis of substantial evidence, finds compliance by the applicant with the provisions of the development agreement, the City Manager shall issue a finding of compliance, which shall be in recordable form and may be recorded with the county recorder after conclusion of the review.

C. **Finding of noncompliance**.

1. If the City Manager finds the applicant has not complied with the provisions of the development agreement, the City Manager may issue a finding of noncompliance which may be recorded by the City with the county recorder after it becomes final. The City Manager shall specify in writing to the applicant the respects in which applicant has failed to comply, and shall set forth terms of compliance and specify a reasonable time for the applicant to meet the terms of compliance.

2. If applicant does not comply with any terms of compliance within the prescribed time limits, the development agreement shall be subject to termination or modification pursuant to subsection 22.16.080B of this chapter.

D. **Appeal of determination**. Within ten (10) days after issuance of a finding of compliance or a finding of noncompliance, any interested person may file a written appeal of the finding with the City Council. The appellant shall pay fees and charges for the filing and processing of the appeal in amounts established by resolution of the City Council. The appellant shall specify the reasons for the appeal. The issuance of a finding of compliance or finding of noncompliance by the City Manager and the expiration of the appeal period without appeal, or the confirmation by the City Council of the issuance of the finding on such appeal, shall conclude the review for the applicable period and such determination shall be final.

Section 22.16.080 Amendment or cancellation.

A. **Cancellation or modification by mutual consent**. Any development agreement may be canceled or modified by mutual consent of the parties following compliance with the procedures specified in subsections 22.16.050(D)~~E~~ and (F) ~~G~~ of this chapter. A development agreement may also specify procedures for administrative approval of minor amendments by mutual consent of the applicant and the City Manager.

B. **Termination or modification after finding of noncompliance**. If a finding of noncompliance does not include terms of compliance, or if applicant does not comply with the terms of compliance within the prescribed time limits, the City Manager may refer the development agreement to the City Council for termination or modification. The City Council shall conduct a public hearing. After the public hearing, the City Council may terminate the development agreement modify the finding of noncompliance, or rescind the finding of noncompliance, and issue a finding of compliance

C. **Rights of the parties after cancellation or termination.** In the event that a development agreement is canceled or terminated, all rights of the applicant, property owner or successors in interest under the development agreement shall terminate. If a development agreement is terminated following a finding of noncompliance, the City may, in its sole discretion, determine to return any and all benefits, including reservations or dedications of land, and payments of fees, received by the City.

Section 22.16.090 Miscellaneous provisions.

A. Effect of development agreement.

1. Unless otherwise provided by the development agreement, the City's rules, regulations, and official policies governing permitted uses of the ~~property~~ land, governing density, and governing design, ~~and~~ improvement, and construction standards and specifications~~,~~ applicable to development of the property subject to a development agreement, shall be those ~~City~~ rules, regulations, and official policies in force at the time of execution of the agreement. The applicant shall not be exempt from otherwise applicable City ordinances or regulations pertaining to persons contracting with the City.

2. A development agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the property as set forth in the development agreement. A development agreement shall not prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the project on the basis of such existing or new rules, regulations, and policies.

~~3. Unless otherwise specified in the development agreement, a development agreement shall not exempt the applicant from obtaining future discretionary land use approvals~~

B. **Rules affecting development agreement**. In the event that any regulation or law of the State of California or the United States, enacted or interpreted after a development agreement has been entered into prevents or precludes compliance with one or more provisions of the development agreement, then the development agreement ~~may~~ shall be modified or suspended in the manner and pursuant to the procedures specified in the development agreement, as may be necessary to comply with such regulation or law.

C. **Interpretation**. This chapter governs the interpretation of any development agreement approved under this chapter.

D. **Enforcement of a development agreement**. The procedures for enforcement, amendment, modification, cancellation or termination of a development agreement specified in this section and in California Government Code Section 65865.4 are non-exclusive. A development agreement may be enforced, amended, modified, canceled or terminated by any manner otherwise provided by law or by the provisions of the development agreement.

E. **Severability Clause**. Should any provision of this chapter or a subsequent development agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this chapter and the development agreement shall remain in full force and effect unimpaired by the holding, except as may otherwise be provided in the development agreement.

F. **Judicial review; time limitation**.

1. Any judicial review of an ordinance approving a development agreement shall be by writ of mandate pursuant to Section 1085 of the California Code of Civil Procedure; and judicial review of any City action taken by the City pursuant to this chapter, other than initial approval of a development agreement, shall be by writ of mandate pursuant to Section 1094.5 of the California Code of Civil Procedure.

2. Any action or proceeding to attack, review, set aside, void or annul any decision of the City taken pursuant to this chapter shall not be maintained by any person unless the action or proceeding is commenced within ninety days after the effective date of the decision.

G. **Notice requirements**. ~~The notice requirements contained in subsections 22.16.050A, E and G of this chapter are directory and not mandatory.~~ The failure of any person to receive notice required by law or this chapter does not affect the authority of the City to enter into a development agreement.

H. **Irregularity in proceedings**. No action, inaction, or recommendation regarding a proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the petition, application, notice, finding, record, hearing, report, recommendation, or any matter of procedure whatever, unless the error complained was prejudicial and that by reason of the error, the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is not a presumption that an error is prejudicial or that injury was done if an error is shown.

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.

Office of the Mayor

ACTION CALENDAR
September 20, 2011

TO: Members of the City Council

FROM: Mayor Tom Bates

SUBJECT: City Manager Referral: Revisions to the Development Agreement Procedures

RECOMMENDATION:

Request that the City Manager develop revisions to the Development Agreement procedures in the Berkeley Municipal Code to be more consistent with State law.

BACKGROUND:
Berkeley Municipal Code (BMC) chapter 22.16 defines the procedures for the City to enter into a development agreement with an applicant. The purpose of development agreements is to strengthen the public planning process, encourage participation in comprehensive planning by providing a greater degree of certainty, allow for the orderly planning of public improvements and services, allocate cost to achieve maximum utilization of public and private resource in the development process, and assure that appropriate measures to enhance and protect the environment are achieved.

Since its adoption in 1991, no applicant has ever successfully utilized the procedure because the process to implement this chapter has proven so complex and cumbersome. Since its adoption only one applicant, a large medical facility, has attempted to pursue a development agreement but ultimately backed away. The successful Bayer Development Agreement was negotiated prior to the adoption of this ordinance.

The recent Downtown Plan and West Berkeley Project efforts have highlighted the need for the City to have an effective tool to comprehensively plan developments in such a way that all parties involved: the applicants, the community, and the City are provided more certainty in what is allowed to be built in exchange for community benefits.

FINANCIAL IMPLICATIONS:
Unknown

CONTACT PERSON:
Mayor Tom Bates 510-981-7100

Office of the Mayor

CONSENT CALENDAR
October 30, 2018

To: Honorable Members of the City Council

From: Mayor Jesse Arreguín, Councilmember Sophie Hahn, Councilmember Lori Droste, and Councilmember Kate Harrison

Subject: Referral to the City Manager and Planning Commission: Update BMC Chapter 22.16 Development Agreement Procedures

RECOMMENDATION

Refer to the City Manager and Planning Commission to review and update the Berkeley Municipal Code Chapter 22.16 Development Agreement Procedures to create a streamlined process that maximizes community benefits and conforms to State law.

BACKGROUND

A Development Agreement (DA) is a contract between a local jurisdiction and property owner or applicant that sets standards and mitigations for developing a site. They can be an important land use tool that balance the needs of the developer – such as setting consistent zoning laws over the course of the agreement - with the needs of the community. Mitigations or community benefits that result from DAs can include improvements to adjacent streets, sidewalks, right of ways, and public spaces, as well as the payment of “in lieu” fees that go towards funds for the public good.

Nearly 30 years ago, the City of Berkeley successfully negotiated a long-term DA with Bayer Pharmaceuticals regarding their West Berkeley site, which was one of the earliest biopharmaceutical manufacturing facilities. Since then, it has served as a model for public/private partnerships. After negotiations were complete, the City Council adopted Chapter 22.16 of the Berkeley Municipal Code, Development Agreement Procedure, to put in place a process for future projects. However, since its adoption in 1991, not a single applicant has utilized the process due to its complexity. Additionally, our Development Agreement Procedure is non-complaint with State law.

In 2011, Council referred to the City Manager to develop revisions to the BMC Development Agreement Procedures so that there would be more consistent with State law. This referral was never implemented.

With the landmark agreement between the City and Bayer set to expire in 2022, the need to have a streamlined procedure in place for other potential large developments in the future, we are overdue to review and update the existing process. Updating our DA procedure will ensure that the city can successfully and efficiently work with future

applicants to complete comprehensive plans for large projects, resulting in maximum community benefits and positive impacts to our economic development.

FINANCIAL IMPLICATIONS
Staff time. Developing streamlined procedures that attract developers and ensure the completion of agreements on large projects, could greatly increase community benefits, local investments and workforce opportunity for Berkeley residents, while also reducing staff resources during process.

ENVIRONMENTAL SUSTAINABILITY
No environmental impacts.

CONTACT PERSON
Mayor Jesse Arreguín 510-981-7100

Attachments:
1. BMC Chapter 22.16 Development Agreement Procedures
2. September 20, 2011 City Manager Referral: Revisions to the Development Agreement Procedures

Chapter 22.16
DEVELOPMENT AGREEMENT PROCEDURES

Sections:

22.16.010 Intent and purpose.
22.16.020 Definitions.
22.16.030 Applications.
22.16.040 Contents of development agreements.
22.16.050 Consideration of proposed development agreements.
22.16.060 Recordation.
22.16.070 Annual review.
22.16.080 Amendment or cancellation.
22.16.090 Miscellaneous provisions.

22.16.010 Intent and purpose.

A. Findings and declaration of intent.

1. The City Council finds that development agreements can strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved

2. The City Council further finds and determines that the public health, safety and general welfare will be furthered by the adoption of an ordinance establishing procedures for entering into and administering development agreements to accomplish the foregoing purposes and corresponding benefits. (Ord. 6033-NS § 1, 1991)

22.16.020 Definitions.

A. Definitions. The following terms when used in this chapter shall have the following respective meanings:

1. "City" means the City of Berkeley, a municipal corporation.

2. "City Clerk" means the Berkeley City Clerk.

3. "City Council" means the Berkeley City Council.

4. "City Manager" means the Berkeley City Manager or the person (s)he designates to carry out all or part of the responsibilities for implementing this chapter.

5. "Applicant" means a person who has a legal or equitable interest in real property, and who applies for a

development agreement for a project on that property pursuant to the procedures specified in this chapter, and who executes and is bound by the terms of the development agreement. "Applicant" includes a successor in interest to the rights and duties of the original applicant for a development agreement.

6. "Development agreement" means a development agreement entered into between the City and an applicant pursuant to this chapter.

7. "General plan" means the Berkeley General Plan.

8. "Person" means an individual, group, partnership, firm, association, corporation, trust, governmental agency, governmental official, administrative body, tribunal or any other form of business or legal entity.

9. "Planning Commission" means the Planning Commission of the City.

10. "Project" means the development project that is the subject of a development agreement. (Ord. 6033-NS § 2, 1991)

22.16.030 Applications.

A. Authority for adoption. An applicant for a development project may request that the City review the application as a development agreement application in accordance with the following procedures. The City incorporates by reference the provisions of California Government Code Sections 65864-65869.5. In the event of any conflict between these statutory provisions and this chapter, this chapter shall control.

B. Forms and information. The applicant shall submit an application for a development agreement on a form prescribed by the City Manager. The City Manager shall identify submittal requirements for applications for development agreements. (S)he may require an applicant to submit such additional information and supporting data as (s)he considers necessary to process the application.

C. Fees. The applicant shall pay such fees and charges for the filing and processing of applications for development agreements and the administration of approved development agreements, including annual reviews, in amounts as may be established by resolution of the City Council.

D. Qualified applicant. A qualified applicant shall have a legal or equitable interest in the real property which is the subject of the proposed development agreement. The City Manager shall require an applicant to submit proof of his interest in the real property and of the authority of any agent to act for the applicant.

E. Initial review of application.

1. The City Manager shall review each application to determine whether it is complete. If the application is found to be incomplete, the City Manager shall reject the application and, within forty-five days after submittal of the application, shall inform the applicant of the items necessary to properly complete the application. Applicant may appeal the City Manager’s determination that the application is incomplete to the

City Council. Any such appeal must be filed within fifteen days following the mailing of written notice that the application is incomplete.

2. Within forty-five days after determining a development agreement application to be complete, the City Manager shall make a written recommendation to the Planning Commission whether a development agreement is the appropriate form of entitlement for the proposed project, and shall place it on the Planning Commission agenda at the earliest practicable date. The Planning Commission shall make a recommendation to the City Council concerning appropriateness within thirty days after the date of the meeting at which the item first appears on the commission agenda. If the Planning Commission fails to make a recommendation within this time period, then the City Manager's recommendation shall be placed on the City Council agenda as specified in Section 22.16.030 of this chapter. The following criteria shall be followed in making these recommendations:

a. The project is preliminarily determined to be consistent with the general plan and any applicable specific plan, or applicant has submitted an application for any necessary amendments to the general plan or specific plan; and

b. EITHER: These three criteria are met:

(1) The project site is three acres or more in area.

(2) The project proposes to construct or rehabilitate multiple structures on the site, and the total floor area to be constructed and rehabilitated is at least one hundred thousand square feet.

(3) The project envisions a long-term or phased build-out such that, at the time of application, designs of all buildings and improvements cannot be reasonably specified in the manner required of use permit applications.

OR: There are other unique or compelling reasons why the project or the potential benefits to the community would warrant consideration in the form of a development agreement.

3. The City Manager's recommendation under subsection 22.16.030E, 2 of this chapter shall include an analysis of how the proposed project comports with regulations of the zoning district in which the property lies, including identification of any aspects of the project which would require a variance were the application subject to review and action under the zoning ordinance.

4. The Planning Commission's recommendation, or, if the Planning Commission does not make a timely recommendation, then the City Manager's recommendation, under subsection 22.16.030E, 2 of this chapter shall be placed on the City Council agenda at the earliest practicable date as an action item, and the City Council may accept or reject the recommendation after consideration of the criteria enumerated in subsection 22.16.030E, 2 of this chapter.

5. The City Council shall make a determination whether a development agreement is the appropriate form of entitlement for the proposed project within thirty days after the date of the meeting at which the item first appears on the City Council agenda. If the City Council fails to make a determination within this time period, then the Planning Commission's recommendation, or, if the Planning Commission failed to make a timely recommendation, then the City Manager's recommendation, under subsection 22.16.030E, 2 of this chapter, shall become the City's final determination as to whether a development agreement is the appropriate form of entitlement for the proposed project. (Ord. 6033-NS § 3, 1991)

22.16.040 Contents of development agreements.

A. A development agreement shall specify its duration; the permitted uses of the subject property; the general location and density or intensity of uses; the general location, maximum height and size of proposed buildings; and provisions for reservation or dedication of land for public purposes. It shall contain provisions concerning its transferability.

B. A development agreement may include requirements for construction and maintenance of onsite and off-site improvements or payment of fees in lieu of such dedications or improvements.

C. A development agreement may also include conditions, terms, restrictions, and requirements for subsequent discretionary actions but does not eliminate the applicant's responsibility to obtain all required land use approvals.

D. A development agreement may include, without limitation, conditions and restrictions imposed by the City with respect to the project including those conditions and restrictions proposed in any environmental impact report applicable to the project prepared and certified under the California Environmental Quality Act, and the City's regulations with respect thereto, in order to eliminate or mitigate adverse environmental impacts of the project.

E. A development agreement may provide that the project be constructed in specified phases, that construction shall commence within a specified time, and that the project or any phase thereof be completed within a specified time.

F. If the development agreement requires applicant financing of necessary public facilities, it may include terms relating to subsequent reimbursement over time for such financing.

G. A development agreement may contain an indemnity clause requiring the applicant to indemnify and hold the City harmless against claims arising out of or in any way related to the actions of applicant in connection with the application or the development process, including all legal fees and costs.

H. A development agreement may include provisions to guarantee performance of obligations stated in the agreement.

I. A development agreement shall be a contract that is negotiated and voluntarily entered into by City and

applicant and may contain any additional or modified conditions, terms or provisions agreed upon by the parties. (Ord. 6033-NS § 4, 1991)

22.16.050 Consideration of proposed development agreements.

A. Community workshop; public notice. The Planning Commission shall conduct at least one community workshop prior to commencement of the negotiations referenced in subsection 22.16.050B of this chapter. The purpose of the community workshop(s) is to provide members of the Planning Commission, other advisory bodies to the City Council, and members of the public the opportunity to recommend environmental mitigations, community benefits and other provisions of a development agreement to the City Manager for negotiation. Notice of the community workshop(s) shall be mailed fourteen calendar days in advance to members of the City Council, Planning Commission, and other designated advisory bodies. In addition, notice shall be mailed to owners and occupants of all property within five hundred feet of the project site and shall be published in display ads in newspapers of general circulation in the City of Berkeley.

B. Negotiations. The City Manager shall negotiate the specific components and provisions of the development agreement on behalf of the City for recommendation to the City Council. The City Council may, but need not, appoint a subcommittee of the City Council to participate in the negotiations. The City Council shall appoint a community advisory committee to consult with the City Manager and any subcommittee appointed by the City Council during negotiations. In appointing the members of this committee, the City Council shall give due consideration to obtaining representative views of residents and businesses in affected communities. The City Manager shall not commence negotiations with the applicant as to any specific component or provision of the development agreement until after the Planning Commission has conducted a community workshop pursuant to subsection 22.16.050B of the chapter.

C. Advisory bodies. The Planning Commission shall advise the City Council on development agreements, including the matters specified in subsection 22.16.050F of this chapter. In addition, the City Manager shall designate the following City boards and commissions as advisory bodies to the Planning Commission and the City Council on the following aspects of a proposed development agreement where the project otherwise would be subject to such board or commission's jurisdiction or review were the applicant required to proceed under the City's zoning, design review, or landmarks preservation rules: 1. Zoning Adjustments Board - permitted uses and development standards, community benefits and mitigation programs, and future discretionary review for use permits.

2. Design Review Committee - development standards as they relate to existing and planned urban design of the surrounding area, architectural guidelines, site plan and site plan standards.

3. Landmarks Preservation Commission - development standards as they relate to designated landmarks or structures of merit on the subject site or adjacent sites, mitigation programs for loss of designated landmarks, and demolition of non-residential buildings forty years old or older.

D. Availability of draft development agreement. The City Manager shall make a draft of the proposed

development agreement available for public review at least thirty days prior to the Planning Commission public hearing on the proposed development agreement.

The Zoning Adjustments Board, the Design Review Committee and the Landmarks Preservation Commission, may conduct one or more public hearings or community workshops during the review period for the draft development agreement, consistent with the scope of their roles outlined in subsection 22.16.050C of this chapter and their enabling ordinances.

E. Planning Commission public hearing. Prior to making a recommendation for City Council action on a proposed development agreement, the Planning Commission shall hold a noticed public hearing to consider comments on the development agreement from other advisory bodies and from members of the public. Notice of the public hearing to make a recommendation concerning adoption of a development agreement shall be given as provided in subsection 22.16.050A of this chapter, in addition to any other notice required by law for land use approvals to be considered concurrently with the development agreement. The Planning Commission public hearing may, but need not, be held concurrently with the public hearing(s) on other land use approvals for the project.

F. Recommendation by Planning Commission. Within thirty days after closing its public hearing, the Planning Commission shall make its recommendation in writing to the City Council. The recommendation shall include the Planning Commission's determination and supporting reasoning whether or not the proposed development agreement:

1. Is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.

2. Is compatible with the uses authorized in, and the zoning district in which the real property is located.

3. Has duly considered City mitigation programs in effect at the time of execution of the agreement.

4. Will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood.

5. Complies with the provisions of the California Environmental Quality Act and City's procedures adopted pursuant thereto.

G. City Council public hearing. The City Council shall hold a noticed public hearing prior to adoption of any development agreement. Notice of the public hearing to consider adoption of a development agreement shall be given as provided in subsection 22.16.050A of this chapter, in addition to any other notice required by law for land use approvals to be considered concurrently with the development agreement. The City Council public hearing may, but need not, be held concurrently with the public hearing(s) on other land use approvals for the project.

H. Decision by City Council.

1. After the City Council completes the public hearing, it may accept, reject or conditionally accept the recommendation of the Planning Commission; or in the event the Planning Commission has failed to make a recommendation pursuant to subsection 22.16.050F of this chapter, the City Council shall approve, disapprove or conditionally approve the development agreement. The City Council may, but need not, refer matters not previously considered by the Planning Commission during its hearing back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the City Council.

2. The City Council shall not approve a proposed development agreement unless it finds that its provisions are consistent with the general plan and any applicable specific plan. This requirement may be satisfied by a finding that the provisions of a proposed development agreement are consistent with proposed general plan or specific plan provisions which are to be adopted concurrently with the approval of the proposed development agreement. A finding of consistency may be made if, considering the general plan and/or specific plan as a whole and balancing competing provisions as appropriate, the City determines that the proposed development agreement does not conflict with the provisions of the general plan and/or specific plan. This finding need not be supported by detailed explanation or factual findings. Notwithstanding any other provision of law, including Government Code Section 65867.5, this subsection shall not be interpreted to impose upon the City any of the legal requirements applicable to general law cities with respect to general plan or specific plan consistency, including without limitation any prohibition on a finding of general plan consistency in the absence of a complete, legally adequate general plan.

3. A proposed development agreement shall be executed by the applicant before it is placed before the City Council for consideration at a public hearing.

I. Approval of development agreement. The City Council shall have the exclusive authority to approve the development agreement. Approval of a development agreement shall be by ordinance. (Ord. 6106-NS § 4, 1991: Ord. 6033-NS § 5, 1991)

22.16.060 Recordation.

A. Execution and recordation of development agreement.

1. Within ten days after the ordinance approving the development agreement takes effect, the City Manager shall execute the development agreement on behalf of the City, and the City Clerk shall record the development agreement with the county recorder.

2. If the parties to the agreement or their successors in interest amend or cancel the development agreement, or if the City terminates or modifies the development agreement for failure of the applicant to fully comply with the provisions of the development agreement, the City Clerk shall record notice of such action with the Alameda County Recorder. (Ord. 6033-NS § 6, 1991)

22.16.070 Annual review.

A. Time for and initiation of review.

1. The City Manager shall review each approved development agreement at least once a year at which time the applicant shall be required to demonstrate compliance with the provisions of the development agreement.

2. The applicant shall initiate the required annual review by submitting a written request at least sixty days prior to the review date specified in the development agreement. The applicant shall also provide evidence as determined necessary by the City Manager to demonstrate compliance with the provisions of the development agreement. The burden of proof by substantial evidence of compliance is upon the applicant.

B. Finding of compliance. If the City Manager, on the basis of substantial evidence, finds compliance by the applicant with the provisions of the development agreement, the City Manager shall issue a finding of compliance, which shall be in recordable form and may be recorded with the county recorder after conclusion of the review.

C. Finding of noncompliance.

1. If the City Manager finds the applicant has not complied with the provisions of the development agreement, the City Manager may issue a finding of noncompliance which may be recorded by the City with the county recorder after it becomes final. The City Manager shall specify in writing to the applicant the respects in which applicant has failed to comply, and shall set forth terms of compliance and specify a reasonable time for the applicant to meet the terms of compliance.

2. If applicant does not comply with any terms of compliance within the prescribed time limits, the development agreement shall be subject to termination or modification pursuant to subsection 22.16.080B of this chapter.

D. Appeal of determination. Within ten days after issuance of a finding of compliance or a finding of noncompliance, any interested person may file a written appeal of the finding with the City Council. The appellant shall pay fees and charges for the filing and processing of the appeal in amounts established by resolution of the City Council. The appellant shall specify the reasons for the appeal. The issuance of a finding of compliance or finding of noncompliance by the City Manager and the expiration of the appeal period without appeal, or the confirmation by the City Council of the issuance of the finding on such appeal, shall conclude the review for the applicable period and such determination shall be final. (Ord. 6033-NS § 7, 1991)

22.16.080 Amendment or cancellation.

A. Cancellation or modification by mutual consent. Any development agreement may be canceled or modified by mutual consent of the parties following compliance with the procedures specified in subsections 22.16.050E

and G of this chapter. A development agreement may also specify procedures for administrative approval of minor amendments by mutual consent of the applicant and the City Manager.

B. Termination or modification after finding of noncompliance. If a finding of noncompliance does not include terms of compliance, or if applicant does not comply with the terms of compliance within the prescribed time limits, the City Manager may refer the development agreement to the City Council for termination or modification. The City Council shall conduct a public hearing. After the public hearing, the City Council may terminate the development agreement modify the finding of noncompliance, or rescind the finding of noncompliance, and issue a finding of compliance.

C. Rights of the parties after cancellation or termination. In the event that a development agreement is canceled or terminated, all rights of the applicant, property owner or successors in interest under the development agreement shall terminate. If a development agreement is terminated following a finding of noncompliance, the City may, in its sole discretion, determine to return any and all benefits, including reservations or dedications of land, and payments of fees, received by the City. (Ord. 6033-NS § 8, 1991)

22.16.090 Miscellaneous provisions.

A. Effect of development agreement.

1. Unless otherwise specified in the development agreement, the City's rules, regulations and official policies governing permitted uses of the property, density and design, and improvement standards and specifications applicable to development of the property shall be those City rules, regulations and official policies in force on the effective date of the development agreement. The applicant shall not be exempt from otherwise applicable City ordinances or regulations pertaining to persons contracting with the City.

2. A development agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the property as set forth in the development agreement. A development agreement shall not prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the project on the basis of such existing or new rules, regulations, and policies.

3. Unless otherwise specified in the development agreement, a development agreement shall not exempt the applicant from obtaining future discretionary land use approvals.

B. Rules affecting development agreement. In the event that any regulation or law of the State of California or the United States, enacted or interpreted after a development agreement has been entered into prevents or precludes compliance with one or more provisions of the development agreement, then the development agreement may be modified or suspended in the manner and pursuant to the procedures specified in the development agreement, as may be necessary to comply with such regulation or law.

C. Interpretation. This chapter governs the interpretation of any development agreement approved under this

chapter.

D. Enforcement of a development agreement. The procedures for enforcement, amendment, modification, cancellation or termination of a development agreement specified in this section and in California Government Code Section 65865.4 are non-exclusive. A development agreement may be enforced, amended, modified, canceled or terminated by any manner otherwise provided by law or by the provisions of the development agreement.

E. Severability clause. Should any provision of this chapter or a subsequent development agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this chapter and the development agreement shall remain in full force and effect unimpaired by the holding, except as may otherwise be provided in the development agreement.

F. Judicial review; time limitation.

1. Any judicial review of an ordinance approving a development agreement shall be by writ of mandate pursuant to Section 1085 of the California Code of Civil Procedure; and judicial review of any City action taken by the City pursuant to this chapter, other than initial approval of a development agreement, shall be by writ of mandate pursuant to Section 1094.5 of the California Code of Civil Procedure.

2. Any action or proceeding to attack, review, set aside, void or annul any decision of the City taken pursuant to this chapter shall not be maintained by any person unless the action or proceeding is commenced within ninety days after the effective date of the decision.

G. Notice requirements. The notice requirements contained in subsections 22.16.050A, E and G of this chapter are directory and not mandatory. The failure of any person to receive notice required by law or this chapter does not affect the authority of the City to enter into a development agreement.

H. Irregularity in proceedings. No action, inaction, or recommendation regarding a proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the petition, application, notice, finding, record, hearing, report, recommendation, or any matter of procedure whatever, unless the error complained was prejudicial and that by reason of the error, the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is not a presumption that an error is prejudicial or that injury was done if an error is shown. (Ord. 6033-NS § 9, 1991)



Planning and Development Department
Land Use Planning Division

STAFF REPORT
September 4, 2024

TO: Members of the Planning Commission

FROM: Uttara Ramakrishnan, Planning and Development Department

SUBJECT: Amendments to BMC Chapter 22.16 Development Agreement Procedures

---

RECOMMENDATION

Conduct a public hearing, discuss the proposed resolution (***Attachment 1***) which includes amendments to Berkeley Municipal Code (BMC) Chapter 22.16 "Development Agreement Procedures," and provide a recommendation to the City Council.

CURRENT SITUATION AND ITS EFFECTS

Thirty-five years ago, the City of Berkeley negotiated a long-term Development Agreement (DA) with Bayer Pharmaceuticals for their West Berkeley campus, setting a precedent for public/private partnerships. BMC Chapter 22.16 "Development Agreement Procedures" was adopted shortly thereafter, in 1991 to put in place a process for future projects. The Development Agreement ordinance has not been used as part of a project. This is due in part to the complexity of the ordinance as well as the fact that local requirements that extend beyond the procedures of State law. The additional procedural steps mandated by the City's current ordinance have limited the use of the Development Agreement procedures as a standard planning tool that is used for complex development projects.

BACKGROUND

These amendments address two City Council referrals. The first referral from September 20, 2011 was authored by then-Mayor Tom Bates (***Attachment 2***). The second referral, from October 30, 2018, was authored by Mayor Jesse Arreguin and Councilmembers Sophie Hahn, Lori Droste, and Kate Harrison (***Attachment 3***). Both referrals directed staff to update and streamline the DA procedures consistent with State law.

DISCUSSION

Development Agreements (DA) are negotiated contracts between a public agency and project sponsor that govern land uses within a specific area. A DA establishes site-specific standards for a project that must also be consistent with local land use policies and may freeze existing zoning to provide assurance that the project will not be blocked by future regulatory changes.

A DA can reduce the risk a project sponsor faces by vesting certain rights and can benefit a city by funding improvements that would not otherwise be required under zoning. Other benefits, such as off-site improvements, community benefits, or project components, can also be negotiated. The process is elective and both parties must agree to enter into the negotiating process.

The development agreement statute, codified in Government Code Sections 65864-65869.5, was adopted in 1979 to provide developers with early certainty about the requirements that would apply to their projects. In exchange for providing large-scale infrastructure, DAs help developers obtain vested rights, thereby reducing their risk and increasing confidence among investors and creditors. DAs are often accompanied by specific plans that establish unique development and zoning standards for the project.

In three key respects, BMC 22.16 imposes additional requirements compared to those imposed by state law:

1. BMC Chapter 22.16 requires that the City Manager request that the Planning Commission and the City Council approve that a DA is a proper entitlement type for a proposed project during the “initial review of application.”

2. BMC Chapter 22.16 requires community workshops and public notifications before negotiations even begin.

3. BMC Chapter 22.16 requires meetings before the Zoning Adjustments Board, Design Review Committee, and the Landmarks Preservation Commission when a DA is considered, whereas state law requires only public hearings before the Planning Commission and the City Council.

The proposed ordinance amendments would streamline the Development Agreement procedures by revising these three items:

1. The proposed ordinance amendments would remove the requirement that the City Manager obtain approval from the Planning Commission and City Council to determine whether a DA is an appropriate entitlement. The Planning Commission and City Council would retain authority to review and approve DAs.

2. The proposed ordinance amendments would remove the requirement that the Planning Commission hold at least one preliminary community workshop prior to the commencement of DA negotiations. The Planning Commission and City

Council would still hold public hearings for the review and approval of the DA, and applicants would be encouraged to perform community outreach.

3. The proposed ordinance amendments would remove the requirement that the Planning Commission consult with the Zoning Adjustments Board, Design Review Committee, and Landmarks Preservation Commission before acting on a DA. The Planning Commission would still be permitted to seek recommendation from the Commissions on policies or programs pertaining to each Commission's scope of expertise.

The revised DA provisions are consistent with state law and will provide another planning tool that can be utilized by the City and project sponsors.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The project is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, which provides that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

NEXT STEPS
Hold a public hearing, and provide a recommendation to the City Council on the proposed resolution and zoning ordinance amendments (***Attachment 1***).

CONTACT PERSON
Uttara Ramakrishnan, Associate Planner, Planning and Development Department, 510-981-7483

Attachments:
1. Planning Commission Resolution 2024-01 with Exhibit A: Draft Ordinance Amending BMC Chapter 22.16 Development Agreement Procedures
2. September 20, 2011 City Manager Referral: Revisions to the Development Agreement Procedures
3. October 30, 2018 City Manager and Planning Commission Referral: Update BMC Chapter 22.16 Development Agreement Procedure

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