AGENDA

BERKELEY CITY COUNCIL MEETING

Tuesday, January 21, 2025
6:00 PM

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

ADENA ISHII, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – IGOR TREGUB
DISTRICT 5 – SHOSHANA O'KEEFE
DISTRICT 6 – BRENT BLACKABY
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/1608180534. 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: 160 818 0534.** 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 $500 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than $500 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.*

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.

Recess Items

1. Contract No. 105938-1 Amendment: Koefran Industries for Animal Disposal Services
From: City Manager
Recommendation: Ratify the action taken by the City Manager during recess to extend and increase the current contract with Koefran Industries to provide weekly removal and disposal of deceased animals from the Berkeley Animal Care Services (BACS) through 2027, increasing the contract amount by $42,840 for a new total contract amount not to exceed $274,440.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000

Recess Items

2. Contract Amendments: Contract No. 32000146 Vestis Services, LLC (formerly Aramark Uniform Services) for Uniforms and Laundering & Contract No. 32300013 Herc Rental Inc. for Rental Equipment and Products
From: City Manager
Recommendation: Ratify the action taken by the City Manager during the City Council recess to increase Contract Nos. 32000146 and 32300013 by $500,000 each, for a not to exceed amount of $1,517,000 for contract #32000146 and $1,235,000 for contract #32300013.
Financial Implications: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300

3. Contract No. 32400177 Amendment - Health Officer Coverage Contract – 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 $20,000 for a total not to exceed amount (NTE) of $120,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

4. Contract: Rosas Brothers Construction for FY 2025 Curb Ramp Improvement Project (Specification No. 25-11679-C)
From: City Manager
Recommendation: Adopt a Resolution ratifying the action taken by the City Manager during recess: approving plans and specifications for the FY 2025 Curb Ramp Improvement Project; accepting the bid of Rosas Brothers Construction as the lowest, responsive and responsible bidder; and authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until project completion, in accordance with the approved plans and specifications in an amount not to exceed $2,683,395, which includes a 10% contingency.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

Consent Calendar

5. Contract No. 32400129 Amendment: IGM Technology Corporation for Digital Budget Book Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager, or their designee, to amend Contract No. 32400129 with IGM Technology Corporation to add $45,203 for the annual service fees and extend the contract term to January 31, 2027 with a not to exceed amount of $85,203.
Financial Implications: See report
Contact: Sharon Friedrichsen, Budget Manager, (510) 981-7000

Consent Calendar

6. Contract with Records Xpress of California, LLC dba Access Information Management for Offsite Records Management Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a new contract with Records Xpress of California, LLC. dba Access Information Management for off-site record management services. The new contract is for a five-year period beginning December 1, 2024 through November 30, 2029, for a total contract amount not to exceed $330,000.
Financial Implications: See Report
Contact: Mark Numainville, City Clerk, (510) 981-6900

7. Contract: Julie W. Chang Public Artwork Commission for Willard Clubhouse
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any necessary amendments with artist Julie W. Chang for an amount not to exceed $150,000 for a public art commission of a mosaic mural on the 18'-5" wide by 10' tall interior lobby wall located in the Willard Clubhouse at the southeast corner of Willard Park at 2720 Hillegass Avenue, between Derby Street and Stuart Street.
Financial Implications: See report
Contact: Eleanor Hollander, Economic Development, (510) 981-7530

8. Acceptance of a $40,000 Grant from the National Endowment for the Arts to enhance Civic Arts Grant Programing
From: City Manager
Recommendation: Adopt a Resolution accepting a $40,000 grant from the National Endowment for the Arts (NEA). The grant will be used to support a Civic Arts grant program totaling $80,000 to be expended in Fiscal Year 2026 (FY26). This will be the second annual implementation of the new program designed to support the following types of arts and cultural programming in the City of Berkeley: Nonprofit (not-art specific) organizations located in the City of Berkeley to produce arts/cultural programming in the City of Berkeley led by a partnering arts organization or teaching artist; or Arts nonprofit organizations located in the Greater Bay Area (outside of Berkeley) to produce arts/cultural programming taking place in the City of Berkeley.
Financial Implications: See report
Contact: Eleanor Hollander, Economic Development, (510) 981-7530

9. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on January 21, 2025
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

10. Authorized Agent Update for FEMA Public Assistance
From: City Manager
Recommendation: Adopt a Resolution updating Resolution 69,682-N.S. authorizing the City Manager, Deputy City Managers, and AG Witt, LLC to engage for another three years with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the City of Berkeley for the FEMA-4482-DR-CA California COVID-19 Pandemic, as well as future disasters.
Financial Implications: See report
Contact: David Sprague, Fire, (510) 981-3473

11. Contract No. 32100126 Amendment: Anjanette Scott LLC for Housing Consultant Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee to execute an amendment to Contract No. 32100126 with Anjanette Scott LLC increasing the contract by $30,000 for consulting services in a total amount not to exceed $205,000, and extending the contract end date of June 30, 2026.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

12. Housing Trust Fund Recommendations for the Martin Luther King Jr. House Predevelopment Funds and Haste Street Rehabilitation Funds
From: City Manager
Recommendation: Adopt a Resolution:
1. Authorizing the City Manager or designee to disburse up to $320,000 of Insight Housing's loan for Martin Luther King, Jr. (MLK) House for predevelopment;
2. Reserving $500,000 for the Northern Community Land Trust's (NCLT) rehabilitation of 2207 Haste Street; and
3. Authorizing the City Manager or 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

13. Contract No(s) 32400134, 32400135 and 32400145 Amendment: As- Needed Derelict Vessel/Debris Removal and Disposal Services at the Berkeley Marina
From: City Manager
Recommendation: Adopt a Resolutions authorizing the City Manager to amend contract no. 32400134 with Lind Marine, contract no. 32400135 with Silverado Contractors, and contract no. 32400145 with Power Engineering to remove and dispose derelict and abandoned vessels at the Berkeley Marina by increasing the contract amount by $55,000 for a total not-to-exceed amount of $217,000, as well as extending the contract to September 30, 2026.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Consent Calendar

14. Contract No. 32100143 Amendment: ACTC/Caltrans for Construction of Gilman Street Sanitary Sewer Line Extension
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32100143 with the Alameda County Transportation Commission (Alameda CTC/Caltrans) for the construction of a sanitary sewer line on Gilman Street (Project) to increase the contract amount by $86,000, for a total not-to-exceed contract amount of $806,000.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

15. Donation from the Friends of the Berkeley Animal Care Shelter
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation of up to $16,000 from the Friends of the Berkeley Animal Care Shelter to install new fencing for the animal training area at Aquatic Park.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

16. Contract - Benchmark Analytics for Early Intervention System Platform
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Benchmark Analytics (Contractor) to provide a cloud-based Early Intervention System (EIS) platform from February 3, 2025 to February 3, 2027, in an amount not to exceed $200,000 with an option to extend for two additional years, for a total contract amount not to exceed $400,000.
Financial Implications: See report
Contact: Jennifer Louis, Police, (510) 981-5900

17. Contract No. 100692-5 Amendment: Serological Research Institute for DNA Testing Services
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 100692-5 and any necessary future amendments with Serological Research Institute (SERI) for the Police Department, increasing the contract amount by $2,000,000 for a total not to exceed $5,000,000 and expand the contract expiration two years from June 30, 2025 to June 30, 2027.
Financial Implications: See report
Contact: Jennifer Louis, Police, (510) 981-5900

Consent Calendar

18. Contract No. 31900143 Amendment: Passport Labs Incorporated for a Parking Management System
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 31900143 and any necessary future amendments with Passport Labs Inc. to provide a Parking Management System for the Police Department, extending the term by another 18 months to August 4, 2027 and increasing this contract by $2,000,000 for a total not to exceed $7,365,545.
Financial Implications: See report
Contact: Jennifer Louis, Police, (510) 981-5900

19. Agreements with Union Pacific Railroad for Reimbursement for Construction of Safety Improvements for Pedestrians, Cyclists and Vehicular Traffic at Addison and Bancroft railroad crossings
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute two reimbursement agreements and any amendments with Union Pacific Railroad Company (UPRR) to construct all necessary safety improvement elements at Addison Street and Bancroft Way railroad crossings subject to reimbursement by the City for actual costs incurred.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

20. Purchase Order: California Automotive Retailing Group dba Dublin Chevrolet for Two 2025 Chevrolet Blazer EV Police Pursuit Vehicles
From: City Manager
Recommendation: Adopt a Resolution satisfying the requirements of City Charter allowing the City to participate in Alameda County Purchase Order Contract, Master Contract No.901979 and authorizing the City Manager to execute a purchase order for two (2) 2025 Chevrolet Blazer EV Police Pursuit vehicles with California Automotive Retailing Group dba Dublin Chevrolet in an amount not to exceed $220,000.
Financial Implications: See report
Contact: Terrance Davis, Public Works, (510) 981-6300

21. Appointment of Lisa Teague to the Mental Health Commission
From: Mental Health Commission
Recommendation: Adopt a Resolution approving the recommendation for appointment of Lisa Teague to the Mental Health Commission as a representative of the Special Interest Category, Consumer. Lisa Teague 3-year term will begin on January 22, 2025 and end on January 21, 2028.
Financial Implications: See report
Contact: Jamie Works-Wright, Commission Secretary, (510) 981-5400

Council Consent Items

22. Seating Arrangement for the Council, Vice Mayor Term Revision, Mayoral Appointment to City/UC/Student Relations Committee, and 2025 Council Appointments
From: Mayor Ishii (Author)
Recommendation:
Rescind Resolution No. 71,393-N.S. and adopt a resolution that establishes the seating arrangement for the City Council.
Rescind Resolution 70,631-N.S. and adopt a Resolution establishing a schedule of appointments for the office of Vice-President of the Council at the discretion of the Mayor and for these appointments to be established at the first Council meeting in December every year or the proceeding month's council meeting after a new Mayor is sworn in.
Adopt a Resolution appointing Mayor Ishii as the alternate on the 4x6 City/UC/Student Relations Committee.
Adopt a Resolution approving the appointment of Council representatives to City Council Standing Policy Committees, Partnership Committees, Regional Bodies, and Liaisons to the City Boards and Commissions for a term ending on January 31, 2026 or until new appointments are made.
Financial Implications: See report
Contact: Adena Ishii, 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, 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 – Public Hearings

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

Action Calendar – Public Hearings

If ten or fewer persons are interested in speaking during a public hearing, 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.

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

23. California Municipal Finance Authority Bond Financing for 2001 Ashby Avenue
From: City Manager
Recommendation: Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, and upon conclusion, adopt a Resolution approving the issuance of additional bonds, increasing the total amount of bonds to be issued for this project, by the California Municipal Finance Authority (CMFA) for the benefit of the 2001 Ashby Avenue rental housing development.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5400

24. Changes to Select Recreation Facilities and Camps Program Fees
From: City Manager
Recommendation: Conduct a public hearing and upon conclusion, adopt a Resolution approving new fees and increasing current fees for select recreation programs and facility rentals; and rescinding Resolution No. 71,356 N.S. and all amendatory resolutions
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

25. ZAB Appeal: 2708 Prince Street, Use Permit ZP2024-0024
From: City Manager
Recommendation: Conduct a public hearing, and upon conclusion, adopt a Resolution affirming the Zoning Adjustments Board (ZAB) decision to approve Use Permit ZP2024-0024 to demolish a single-family home and accessory building (garage), and construct a 2-story (24 feet in height) 3,118 square-foot duplex, and dismiss the appeal.
Financial Implications: See report
Contact: Jordan Klein, Planning and Development, (510) 981-7400

Council Action Items

26. Expanding Homeownership Opportunities for Middle-Income Earners
From: Councilmember Kesarwani (Author)
Recommendation: Refer to the City Manager to develop modifications to Berkeley Municipal Code Title 21 (Subdivisions) and refer to the City Manager and Planning Commission to develop modifications to Title 23 (Zoning) to enhance ownership opportunities for middle housing–in alignment with unanimous Council direction for a Middle Housing Ordinance and allowances under Chapter 783, Statutes of 2023 (S.B. 684, Caballero).
Financial Implications: See report
Contact: Rashi Kesarwani, Councilmember, District 1, (510) 981-7110

27. Reaffirming Berkeley as a Sanctuary City
From: Councilmember Blackaby (Author), Mayor Ishii (Co-Sponsor), Councilmember Lunaparra (Co-Sponsor), Councilmember Taplin (Co-Sponsor)
Recommendation: Adopt a Resolution reaffirming Berkeley as a Sanctuary City and asking the City Clerk to send a copy to each City Department Director, requesting they inform their staff of the City's Sanctuary City standing and the City's policies and procedures regarding staff interaction with U.S. Immigration & Customs Enforcement (ICE) related to enforcement of federal immigration law.
Additionally, refer to the City Attorney to explore the possibility of pledging the City's legal support to help "sensitive sites" defend themselves against civil litigation.
Additionally, the Mayor will create a taskforce of Councilmembers, Community Based Organizations (CBOs), immigration and civil rights organizations, faith leaders, legal experts, school and university officials, and community activists to continually assess threats to Berkeley's immigrant communities and participate in the process of codifying Berkeley's Sanctuary protections through a city ordinance.
Financial Implications: See report
Contact: Brent Blackaby, Councilmember, District 6, (510) 981-7160

28. Budget Referral: Curb Marking and Preventative Infrastructure Upgrades at High-Risk Intersections in Accordance with the New California Daylighting Law, AB 413
From: Councilmember Lunaparra (Author), Councilmember Humbert (Co-sponsor)
Recommendation: Refer $1,250,000 to the June budget process (FY26 Mid-Biennial Update) to provide the City of Berkeley Public Works Department with necessary funds for curb marking and preventative infrastructure upgrades in accordance with the new California Daylighting Law, AB 413.
Financial Implications: See report
Contact: Cecilia Lunaparra, Councilmember, District 7, (510) 981-7170

Information Reports

29. Audit Follow-up Status Update
From: Auditor
Contact: Jenny Wong, Auditor, (510) 981-6750

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.

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I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on January 9, 2025.



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.

Welcome

1. Roger Pritchard

Encampment Sweeps and Concerns

2. Elizabeth Mackenzie
3. Isabella J. Lake
4. Moni T. Law
5. Alex Stephens
6. Daisy Ryan
7. Lillian Robles
8. Russbumper (2)
9. Gale Smith
10. Peter Radu
11. Robb M Walker
12. Claudia Qi
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13. Betty Chu
14. Jeff Morgan
15. Sam Gooch
16. Craig Nagasawa
17. Luther Miller

Porta Potties
18. Negeene Mosaed
19. Megan
20. Elania Nanopoulos
21. Ward Kanowsky
22. Sarah Donoghue
23. Summer Brenner (2)
24. Andrea Henson
25. Russbumper
26. Elana Auerbach
27. T. Freeman

Social Housing in SF
28. Summer Brenner

Measure BB Impact
29. Matt Wickland
30. James Williams

Restaurant/Food Facility Inspection
31. David Lerman

Local Violence Concerns
32. David Soffa

Harrison House
33. Avalonia Williams

Middle Class
34. A Successful Asian Woman

Agenda and Rules Committee Concern
35. Dorothea Dorenz

Gilman District
36. Jeff Morgan

Rose and Josephine
37. Wolfram Arnold
38. Christopher Riederer on behalf of The Neighbors of North Berkeley

Mural Concerns
39. Kathy Baylor
40. Judith Smith

UA Theater
41. Jon Winet
42. Lois Yuen
43. Summer Brenner
44. Jill Korte (2)
45. Barbara Hadenfeldt
46. Charlene M. Woodcock
47. Melanie Bowden
48. Jane Stillwater

Telegraph Holiday Fair
49. Laly Pena (2)

UC Berkeley Class
50. 6 Similarly worded form letters

Safety Concern
51. Carl Martineau

Berkeley Asphalt Operations
52. Pear Michaels (2)

Restroom Installation Concern
53. Nicola Spence

Potential Landmark Designation
54. Todd Williams (3)
55. Fatema Crane

Berkeley Community Meal
56. Rashi Kesarwani
57. Andrea Henson

Street Paving
58. Siddharth Kiyawat

Affordable Housing
59. Barbara Hadenfeldt

City Concern
60. Kaethe Weingarten
61. Molly Freeman

Haste & Dwight Repaving
62. The members of Telegraph For People

Safety Upgrades
63. Jordan Burns
64. Dave

Parking at Marina
65. Paul Kamen

3rd and Harrison
66. Maria Yates

Safety Concerns on Adeline St.
67. Nhan Nguyen Le, Teresa Clarke, and Bruce Curtis

Police Report
68. Adam Warlow

Women's March
69. Hali Hammer (2)

Cesar Chavez Park and Dogs
70. Mary Sears

Wood Burning
71. Clifford Fred

Tobacco Prevention Coalition
72. Carol Denney

Parking in the Red Zone
73. Jessica Phrogus

Local Culture
74. Summer Brenner

Civil Defense Structure
75. Adam Messinger

Tourist Attractions
76. John L. Haracz (2)

Transportation Manager Position Description
77. Ben Gerhardstein
78. Wahid Amiri

Waterfront Planning
79. Jim McGrath

Ohlone Greenway Project
80. Janice Schroeder

Hopkins St.
81. Bruce Buckelew

Winter News
82. Walter Wood

Black Repertory Group
83. Mona VScott (2)

3008 Russell at Domingo
84. Inetjalopy (5)

Electric Bikes and Scooters
85. Linda Franklin
86. Laarni Mathias (2)
87. Stephanie Lauren
88. Robert Byler
89. Jeff L (Veo)

Middle East Conflict
90. Russbumper (3)
91. Hollie Roizman

URL's
92. Russbumper (24)
93. Josh Atwood (3)
94. Glen

Forwards
95. Eid (13)
96. Josh Atwood (2)
97. Vivian Warkentin
98. Russbumper

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.

Office of the City Manager

01

RECESS ITEM
CONSENT CALENDAR
JANUARY 21, 2025

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 No. 105938-1 Amendment: Koefran Industries for Animal Disposal Services

RECOMMENDATION
Ratify the action taken by the City Manager during recess to extend and increase the current contract with Koefran Industries to provide weekly removal and disposal of deceased animals from the Berkeley Animal Care Services (BACS) through 2027, increasing the contract amount by $42,840 for a new total contract amount not to exceed $274,440.

NEGATIVE EFFECT IF ACTION IS DELAYED UNTIL AFTER COUNCIL RECESS
A delay in action until after council recess could interrupt service, leading to deceased animal bodies accumulating, overwhelming and damaging the cooler, and potentially leading to material health and safety impacts to the shelter volunteers and staff.

FISCAL IMPACTS OF RECOMMENDATION
Koefran Industries is the sole provider of animal disposal services in Northern California and has contracted with the City of Berkeley to provide these services for more than 20 years. The current funds were exhausted in September 2024, and BACS has been unable to pay invoices since. Increasing the contract will prevent an interruption in essential services. The contract will be extended through FY2027 at $1,785 monthly or $21,420 annually and will come from the Berkeley Animal Care Services General Fund budget.

CURRENT SITUATION AND ITS EFFECTS
Currently, BACS contracts with Koefran Industries to provide weekly pick up and disposal of deceased animals at a cost of $1,785 per month or $21,420 per year. BACS has a constant influx of deceased animals that need to be disposed of by a professional service and handles approximately 600 deceased animals annually.

BACKGROUND

BACS must dispose of deceased animals in a sanitary and approved manner. Koefran Industries is the only service providing pick up and disposal of deceased animals in Northern California. It has contracted with the City of Berkeley for many years to provide these services.

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

BACS must dispose of deceased animals, and Koefran Industries is the only service that provides pick up and disposal of deceased animals in Northern California.

ALTERNATIVE ACTIONS CONSIDERED

No alternative action was deemed feasible at this time.

CONTACT PERSON

Mike St. Pierre, Animal Services Manager, 510.981.6603

Attachments:
1: Resolution

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

CONTRACT NO. 105938-1 AMENDMENT: KOEFRAN INDUSTRIES

WHEREAS, Koefran Industries is currently contracted to provide pick up and disposal of deceased animals for Berkeley Animal Care Services (BACS) animals at the Dona Spring Animal Shelter; and

WHEREAS, BACS has a constant influx of deceased animals that require a sanitary, appropriate disposal method; and

WHEREAS, the contract will be paid for from the General Fund with funds already allocated in the Berkeley Animal Care Services baseline budget.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council ratifies the action taken by the City Manager to extend and increase the current contract with Koefran Industries by $42,840 and extend it with any amendments, including incremental additions of $50,000 or less to the NTE amount through the end date of the contract, through August 15, 2027, for an initial amount not to exceed $274,440.

02

Internal

Office of the City Manager

RECESS ITEM
CONSENT CALENDAR
JANUARY 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Henry Oyekanmi, Director, Finance Department

Subject: Contract Amendments: Contract No. 32000146 Vestis Services, LLC (formerly Aramark Uniform Services) for Uniforms and Laundering & Contract No. 32300013 Herc Rental Inc. for Rental Equipment and Products

RECOMMENDATION

Ratify the action taken by the City Manager during the City Council recess to increase Contract Nos. 32000146 and 32300013 by $500,000 each, for a not to exceed amount of $1,517,000 for contract #32000146 and $1,235,000 for contract #32300013.

NEGATIVE EFFECT IF ACTION IS DELAYED UNTIL AFTER COUNCIL RECESS

A delay in action until after council recess could interrupt city services, delay invoice payments and lead to an interruption in job duties and the safety of city personnel. These two contracts are providing services to several city departments and the budget to pay for these services will be coming from various department budgets.

CURRENT SITUATION AND ITS EFFECTS

The City's Contract No. 32000146 with Vestis Services, LLC (formerly Aramark Uniform Services) provides uniforms and other products so city personnel can do their job duties in a safe manner.

Contract No. 32300013 with Herc Rental Inc. provides rental trucks, equipment and related services so City workers can carry out their job duties without delay in city services.

BACKGROUND

The City of Berkeley's rental uniform and laundry needs are relatively small for the uniform and laundry industry. Pricing obtained by the City was higher than that of larger cities. City of Berkeley identified the City of Fresno contract, which leveraged a much larger workforce, but with similar uniform and laundry needs. The City of Fresno competed and awarded a multi-year contract to Aramark in 2019. Fresno received strong pricing based

on their account size. The City of Berkeley is able to obtain the same pricing of the larger account by piggybacking on the City of Fresno contract. Vestis Services, LLC (formerly Aramark Uniform Services) continues to attest to meeting the City of Berkeley's Sweatshop-Free ordinance. The city is satisfied with Vestis Services, LLC uniform, product quality and services.

Herc Rentals Inc. is a premier, full-service equipment rental company providing customers the equipment, services, and solutions they need to achieve optimal performance safely, efficiently, and effectively. The city is piggybacking on an Omnia Cooperative Agreement, that was fully solicitated in order to gain economy of scale. Contract No. 2019000318 provides equipment rentals, related products and services for some City departments. A pioneer of the equipment rental industry, Herc Rentals Inc. continues to provide excellent services to the City.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Aramark Uniform Services now Vestis Services, LLC is actively undertaking environmental initiatives such as wastewater reduction and waste minimization efforts.

Herc Rental Inc. has an established Environmental Impact Policy and is committed to reducing the environmental impact of its services throughout its processes.

RATIONALE FOR RECOMMENDATION

Several city job classifications within the City of Berkeley require uniforms that meet industry safety standards.

The rental of vehicles and equipment are needed to enable several city departments the ability to provide services to the community.

ALTERNATIVE ACTIONS CONSIDERED

None

CONTACT PERSON

Henry Oyekanmi, Director, Finance, 510-981-7326

Attachment:
1: Resolution

RESOLUTION NO. ##,###-N.S.
CONTRACT AMENDMENTS: CONTRACT NO. 32000146 VESTIS SERVICES, LLC (FORMERLY ARAMARK UNIFORM SERVICES) FOR UNIFORMS AND LAUNDERING & CONTACT NO. 32300013 HERC RENTAL INC. FOR RENTAL EQUIPMENT AND PRODUCTS

WHEREAS, Vestis Services, LLC (formerly Aramark Uniform Services) is currently contracted to provide uniforms, laundering services and mats; and

WHEREAS, Herc Rental Inc. is currently contracted to provide vehicles and equipment as needed for Public Works, Parks and other city departments; and

WHEREAS, in 2024 the city was notified Aramark Uniform Services name changed to Vestis Services, LLC; and

WHEREAS, both contracts have exceeded their respective not-to-exceed amounts and these two contracts are providing services to several city departments and the budget to pay for these services will be coming from various department budgets.

WHEREAS,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council ratifies action taken by the City Manager to increase Contract No. 32000146 with Vestis Services, LLC (formerly Aramark Uniform Services), and Contract No. 32300013 with Herc Rental Inc in the amounts of $500,000 for a not to exceed amount of $1,517,000 for contract #32000146 and $1,235,000 for contract #32300013.

Office of the City Manager

03

RECESS ITEM
CONSENT CALENDAR
January 21, 2025

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. 32400177 Amendment - Health Officer Coverage Contract – Dr. Lisa B. Hernandez

RECOMMENDATION
Adopt a Resolution authorizing the City Manager or his designee to amend Contract No. 32400177 with Dr. Lisa B. Hernandez to increase by $20,000 for a total not to exceed amount (NTE) of $120,000.

NEGATIVE EFFECT IF ACTION IS DELAYED UNTIL AFTER COUNCIL RECESS
The City will have a gap in Health Officer coverage when the Health Officer is out of the office and unavailable.

FISCAL IMPACTS OF RECOMMENDATION
Costs for Health Officer coverage will be paid for by General Funds (Fund 011) salary savings in the Fiscal Year 2025 Adopted Budget. The grant (fund 302) that supported this contract last year was reduced for all jurisdictions statewide due to budget cuts. Payment will be $50 per hour/$1,200 per day. Total costs are not to exceed $120,000.

CURRENT SITUATION AND ITS EFFECTS
The City of Berkeley receives funding from the California Department of Public Health through the Future of Public Health grant. The funding requires each local health jurisdiction to have Health Officer on-call coverage at all times. The City of Berkeley currently relies on backup coverage while the City Health Officer is on leave.

BACKGROUND
Most public health jurisdictions have on-call Health Officer coverage to address urgent communicable diseases and other public health issues. Additionally, this coverage is required by the Future of Public Health grant. Dr. Hernandez served as Health Officer for the City of Berkeley for five years, until July 2023. The City Council is asked to approve continued Health Officer coverage, as Council also approves the appointment of a permanent Health Officer.

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
Health Officer coverage is required by the Future of Public Health grant and may be needed if urgent public health issues arise.

ALTERNATIVE ACTIONS CONSIDERED
The City could continue to have periodic gaps in Health Officer coverage when the Health Officer is unavailable.

CONTACT PERSON
Alexandra Deitch, Sr. Health Services Program Specialist, HHCS, 510-981-5379

Attachments:
1: Resolution

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

CONTRACT NO. 32400177 AMENDMENT: DR. LISA B. HERNANDEZ FOR HEALTH OFFICER SERVICES DURING PERIODS WHEN THE CITY HEALTH OFFICER IS OUT OF OFFICE

WHEREAS, most public health jurisdictions have on-call Health Officer coverage to address urgent communicable diseases and other public health issues; and

WHEREAS, the City of Berkeley receives funding from the California Department of Public Health through the Future of Public Health grant, which requires each local health jurisdiction to have Health Officer coverage at all times; and

WHEREAS, Dr. Lisa B. Hernandez served as the Health Officer for the City of Berkeley for five years, and is willing to provide coverage for the City of Berkeley again; and

WHEREAS, on April 1, 2024, the City of Berkeley entered into contract with Dr. Hernandez (Contract 32400177) to provide Health Officer coverage when the Health Officer is out of the office to ensure 24/7 Health Officer coverage; and

WHEREAS, an additional $20,000 is needed to increase the existing contract for Health Officer coverage for the City of Berkeley when the Health Officer is out of the office and unavailable.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is authorized to amend Contract No. 32400177 and any amendments with Dr. Lisa Hernandez from April 1, 2024, to June 30, 2026, in an amount not to exceed $120,000 utilizing General Funds and Future of Public Health Grant Funds.

04

Office of the City Manager

RECESS ITEM
CONSENT CALENDAR
January 21, 2025

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: Rosas Brothers Construction for FY 2025 Curb Ramp Improvement Project (Specification No. 25-11679-C)

RECOMMENDATION

Adopt a Resolution ratifying the action taken by the City Manager during recess:

- Approving plans and specifications for the FY 2025 Curb Ramp Improvement Project;
- Accepting the bid of Rosas Brothers Construction as the lowest, responsive and responsible bidder; and
- Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until project completion, in accordance with the approved plans and specifications in an amount not to exceed $2,683,395, which includes a 10% contingency.

NEGATIVE EFFECT IF ACTION IS DELAYED UNTIL AFTER COUNCIL RECESS

Delay in approving this contract would postpone critical accessibility improvements that must be completed before the FY 2025 Street Maintenance and Rehabilitation Project. This would risk pushing paving work outside the optimal weather window and potentially delay the entire street paving program, impacting multiple project schedules and increasing costs.

FISCAL IMPACTS OF RECOMMENDATION

Funding is available from the Street Capital Improvement Program.

Measure B Local Streets & Roads (Fund 130)	$433,395
Measure BB Sales Tax (Fund 134)	$55,500
Capital Improvement Fund (Fund 501)	$2,194,500
Total construction cost	$2,683,395

No other funding is required, and no other projects will be delayed due to this expenditure.

Low bid by Contractor $2,439,450
10% Contingency $243,945
Total construction cost $2,683,395

CURRENT SITUATION AND ITS EFFECTS

The project incorporates 108 curb ramp improvements at locations corresponding to the streets selected for the FY 2025 Street Maintenance and Rehabilitation Project (see Attachment 2, Location Map for Curb Ramp Improvements). Completing the curb ramp improvements before the FY 2025 Street Maintenance and Rehabilitation Project will ensure the timely completion of the paving within the optimal weather window.

The project was released for bids on October 3, 2024, and bids were opened on October 24, 2024 (see Attachment 3, Abstract of Bids). Seven non-local/local bids were received, from a low of $2,439,450 to a high of $2,942,450. The engineer's estimate for the project was $2,600,000.

Rosas Brothers Construction of Oakland, California, was the lowest, responsive and responsible bidder, with a bid of $2,439,450, and their references were satisfactory. This project includes a 10% contingency, which brings the total contract amount up to the requested $2,683,395. Staff recommends that a contract for this project be awarded to Rosas Brothers Construction.

The FY 2025 Curb Ramp Improvement Project is a Strategic Plan Priority Project, advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

The City is required to provide accessible curb ramps under Title II of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973. Curb ramps are a critical connection between sidewalks and street crossings, enabling people with disabilities, seniors, parents with strollers, and all pedestrians to navigate our city safely.

When streets are altered through resurfacing projects, federal law requires the simultaneous installation or upgrading curb ramps to current ADA standards at affected crosswalk locations. The City has been systematically upgrading curb ramps throughout Berkeley as part of its ongoing commitment to accessibility and compliance with federal regulations. The FY 2025 Curb Ramp Improvement Project will upgrade 108 curb ramps to meet current standards for slope, width, surface texture, and other accessibility requirements.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This project supports the City's climate action goals by improving pedestrian infrastructure and encouraging walking as an alternative to driving. The improvements

will also enhance accessibility for all residents, promoting a more equitable and sustainable transportation system.

RATIONALE FOR RECOMMENDATION

The City conducted a public bid process, and Rosas Brothers Construction submitted the lowest, responsive, and responsible bid. The work requires contracted services, as the City does not possess the in-house labor or equipment resources necessary to complete this specialized construction work.

ALTERNATIVE ACTIONS CONSIDERED

No alternative action was considered. The City could choose not to proceed with this project. However, this would prevent the City from improving accessibility and meeting its obligations under the Americans with Disabilities Act. It could also delay the yearly Paving project, which is part of the 5-Year Paving plan.

CONTACT PERSON

Wahid Amiri, Deputy Director, (510) 981-6396
Ronald A. Nevels, Manager of Engineering, (510) 981-6439

Attachments:
1: Resolution
2: Location Map for Curb Ramp Improvements
3: Abstract of Bids

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

CONTRACT: ROSAS BROTHERS CONSTRUCTION FOR FY 2025 CURB RAMP IMPROVEMENT PROJECT

WHEREAS, the FY 2025 Curb Ramp Improvement Project is part of the City's ongoing effort to enhance accessibility throughout the City; and

WHEREAS, the City has neither the labor nor the equipment necessary to undertake this FY 2025 Curb Ramp Improvement Project; and

WHEREAS, an invitation for bids was duly advertised, and Rosas Brothers Construction was the lowest responsive and responsible bidder; and

WHEREAS, funding is available in the FY 2025 and FY 2026 budgets in Measure B Local Streets & Roads (Fund 130), Measure BB Sales Tax (Fund 134), and Capital Improvement Fund (Fund 501); and

WHEREAS, during the Council recess period from December 11, 2024 through January 20, 2025, the City Manager took action to approve the contract to maintain project schedules and meet accessibility requirements.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council ratifies the action taken by the City Manager to approve plans and specifications for Specification No. 25-11679-C FY 2025 Curb Ramp Improvement Project.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley ratifies the City Manager's action accepting the bid and executing a contract and any amendments, extensions or change orders until completion of the project in accordance with the approved plans and specifications with Rosas Brothers Construction for the FY 2025 Curb Ramp Improvement Project, in an amount not to exceed $2,683,395, which includes a 10% contingency for unforeseen circumstances. A record signature copy of said agreement and any amendments are to be on file in the Office of the City Clerk.



FY 2025 CURB RAMP REPAIR SCOPE

- BART Station
- BART Line
- Curb Ramp Repair Scope

This map is for reference purposes only.
Data are not survey precise

Care was taken in the creation of this map, but it is provided "AS IS". Please contact the City of Berkeley to verify map information or to report any errors.
October 3, 2024

N

0 0.5 1 2 Kilometers

CITY OF BERKELEY
Engineering Division
1947 Center Street
Berkeley CA 94704

Finance Department

General Services Division

City of Berkeley
Abstract of Bid Worksheet

FOR: FY 25 Curb Ramp Improvement Project

Spec. # 25-11679-C

Bid Date: 10/24/2024

	Bidders	Base Bid	Bid Bond (required w/ bid)	SC	LW	WF	EBO	OS	NF
1	Kerex Engineering	$ 2,496,950.00	X	x	x	x	x	x	x
2	JJR Construction Inc.	$ 2,718,977.20	X	x	x	x	x	x	x
3	Rosas Brothers Construction	$ 2,439,450.00	X	x	x	x	x	x	x
4	Terocons Inc.	$ 2,895,950.00	X	x	x	x	x	x	x
5	Sposeto	$ 2,607,630.00	X	x	x	x	x	x	x
6	RK Engineering Inc	$ 2,748,275.00	X	x	x	x	x	x	x
7	Calico California	$ 2,496,969.00	X	x	x	x	x	x	x
8	***Error in tabluation of Kerex Engineering's Bid**	**$ 2,942,450.00**							
9									
10									

Bid Recorder: RSorma Date 10/24/2024

Bid Opener: Clay Stilwell Date 10/25/2025

Project Manager: Date 10/25/2024

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390
E-mail: finance@ci.berkeley.ca.us

05

Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Sharon Friedrichsen, Budget Manager

Subject: Contract No. 32400129 Amendment: IGM Technology Corporation for Digital Budget Book Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager, or their designee, to amend Contract No. 32400129 with IGM Technology Corporation to add $45,203 for the annual service fees and extend the contract term to January 31, 2027 with a not to exceed amount of $85,203.

FISCAL IMPACTS OF RECOMMENDATION

Year	Annual Service Fee (USD)
2025 (Year 2)	$22,050
2026 (Year 3)	$23,153

The purpose of this contract amendment is to pay the annual service fees for the continued access to the Gravity budget book, capital improvement plan book and open data transparency modules. Funding for the annual fees covered under the contract term are included within the adopted biennial budget for fiscal years 2025 and 2026 within the City Manager Office's operating budget.

CURRENT SITUATION AND ITS EFFECTS

The Gravity software has facilitated a more efficient process to create the capital improvement and operating budget documents. In addition, the software has enabled staff to include more in-depth information pertaining to the budget aligning with the Strategic Plan of advancing our goal to be a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community.

BACKGROUND

The City Manager executed a contract with IGM Technology Corporation in January 2024. IGM Technology Corporation was selected after City staff solicited three proposals from vendors with open government budget platforms and evaluated the

proposals on cost, feasibility of implementation, system features and customer service. The Gravity software was used to create the FY 2025-2029 Proposed Capital Improvement Program and the FY 2025-2026 Proposed and Adopted Budget Books.

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 Budget Office has spent significant time working with the vendor to develop templates that will allow for a more efficient production of future budget documents. Staff are satisfied with the performance of the product and responsiveness of the company and recommend continuing to utilize the cloud-based software.

ALTERNATIVE ACTIONS CONSIDERED

No other alternatives were considered.

CONTACT PERSON

Sharon Friedrichsen, Budget Manager, 981-7000

Attachments:
1: Resolution

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

CONTRACT NO. 32400129 AMENDMENT: IGM TECHNOLOGY CORPORATION FOR DIGITAL BUDGET BOOK SERVICES

WHEREAS, the City has had an agreement with the IGM Technology Corporation to provide digital budget book services for the Proposed and Adopted Biennial Budget, Mid-Biennial Budget, and the Capital Improvement Plan; and

WHEREAS, IGM technology Corporation was selected after a competitive process was undertaken and the use of these services aligns with the Strategic Plan of advancing our goal to be a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community; and

WHEREAS, the current agreement began on January 21, 2024 and ends on January 24, 2025; and

WHEREAS, the FY 2025 Budget includes funding for this contract amendment in the City Manager's Office General Fund (Fund 011) budget.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that that the City Manager is authorized to amend Contract No. 32400129 with IGM Technology Corporation for digital budget book services to add $45,203 for the annual service fees and extend the contract term to January 31, 2027 with a not to exceed amount of $85,203.

06

Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Mark Numainville, City Clerk

Subject: Contract with Records Xpress of California, LLC dba Access Information Management for Offsite Records Management Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a new contract with Records Xpress of California, LLC. Dba Access Information Management for off-site record management services. The new contract is for a five-year period beginning December 1, 2024 through November 30, 2029, for a total contract amount not to exceed $330,000.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the contract will be available in the City Clerk's Department Fiscal Year 2025 General Fund and have been allocated in budget code 011-32-313-000-0000-000-411-625110. There are adequate funds in the account to cover estimated costs for the remainder of FY 2025. Allocations of funds for subsequent years will be subject to adoption of the biennial budget for the respective fiscal year(s).

CURRENT SITUATION AND ITS EFFECTS

The City requires continued services for secure, climate-controlled off-site storage of over 14,000 boxes of physical records. The services also include weekly pickup and delivery, shredding destruction services, and computer-based records tracking.

BACKGROUND

The City originally contracted with this vendor in 2007. Prior to the conclusion of the first five-year contract, the City released RFP Specification No. 17-11080-C for Records Management Services to survey the marketplace and determine if there were better services and pricing available. A panel of City staff performed a review of the submitted proposals and selected Access based on their ability to best meet the selection criteria. This included technical ability, security of records, references, customer services, adherence to 36 CFR 1234 storage compliance checklist, and proposed costs. The Access proposal addressed all of the criteria and the panel found them to be qualified and the best selection for the City contract executed in 2013.

The most recent contract was executed on October 1, 2018 with a term that ended on May 31, 2023. Per the conditions of the contract, the City Manager extended the term of the contract to May 31, 2025. The City's Department of Finance has recommended entering into a new contract with Access rather than amending the previous contract. The recommendation is based on the need for updating contract language, aligning the contract with the latest financial system requirements, and obtaining a new contract number. The vendor has been providing satisfactory services since 2013, and a recent review process has reaffirmed their capability and competitive pricing.

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

For over 15 years, Access has provided the City with a high level of customer service and competitive pricing. After conducting an extensive RFP in 2017 and reviewing five responses from storage vendors, the City has decided it's advantageous to continue the existing contract to continue using Access Information Management for records storage.

ALTERNATIVE ACTIONS CONSIDERED

No alternative action needs to be considered at this time.

CONTACT PERSON

Mark Numainville, City Clerk, City Clerk Department, 981-6909

Attachment:
1: Resolution

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

CONTRACT: RECORD XPRESS OF CALIFORNIA, LLC D/B/A ACCESS MANAGEMENT FOR OFFSITE RECORDS MANAGEMENT AND STORAGE

WHEREAS, the City Clerk Department is responsible for administration for the citywide Records Management Program, which included storage of records at an offsite Records Center; and

WHEREAS, in 2007 and 2013, the City issued Requests for Proposals for Records Management Services and Access Information Management submitted proposals in response to both RFPs, which were evaluated and determined to be responsive in meeting all aspects of the scope of the work and selection criteria and best selection for this contract; and

WHEREAS, Access. continues to provide the City with a high level of customer service and competitive pricing; and

WHEREAS, funds totaling $330,000 for this contract have been allocated in the General Fund, budget code 011-32-313-000-0000-000-411-625110.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a contract with Record Xpress of California, LLC dba Access Information Management for Offsite Record Storage Management and related services, for a total contract amount not to exceed $330,000 from December 1, 2024 to November 30, 2029.

07

Office of City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Eleanor Hollander, Economic Development Manager

Subject: Contract: Julie W. Chang Public Artwork Commission for Willard Clubhouse

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any necessary amendments with artist Julie W. Chang for an amount not to exceed $150,000 for a public art commission of a mosaic mural on the 18'-5" wide by 10' tall interior lobby wall located in the Willard Clubhouse at the southeast corner of Willard Park at 2720 Hillegass Avenue, between Derby Street and Stuart Street.

FISCAL IMPACTS OF RECOMMENDATION

The $150,000 contract will be funded through Measure T1 bond funds (Fund Code 511-21-208-252-0000-000-446-612990) in Fiscal Year 2025.

CURRENT SITUATION AND ITS EFFECTS

Artist Julie W. Chang was selected through a competitive process to create a permanent artwork for the interior lobby wall of the Willard Clubhouse located at the southeast corner of Willard Park. The goal of the project is to enhance a visitor's experience of Willard Park and Clubhouse with a visual amenity; to respond to the site thematically; and to appeal to a wide age range of Willard Park and Clubhouse visitors.

Julie W. Chang's proposal *Enchanted Forest* draws inspiration from Berkeley's flora and fauna and the history of Willard Park as a beloved gathering space. With the intent of highlighting diverse voices and perspectives, symbols mingle and collide to abstraction, inviting multiple interpretations and opportunities for delight and discovery for children and viewers of all ages. Located on the interior lobby wall, this 18'-5" wide by 10' tall "woven" mosaic will serve as a celebration of community in harmony with our natural environment (Figure 1).



Figure 1: Artwork proposal by Julie W. Chang, *Enchanted Forest*, mosaic artwork for Willard Park Clubhouse (2025).

BACKGROUND

On January 18, 2023, the Civic Arts Commission approved the *Willard Park Clubhouse Public Art Project Plan*, which called for the commissioning of a mosaic artwork for the 18'-5" wide by 10' tall interior lobby wall located at the entrance to the Willard Clubhouse as follows: M/S/C (Passmore/Dhesi) to approve the Willard Clubhouse Public Art Project Plan. Vote: Ayes — Anno, Blecher, Bullwinkel, Covarrubias, Dhesi, Ibarra, Ozol, Passmore, Woo; Nays — None; Abstain — None; Absent — None.

A Request for Qualifications for this artwork commission was released on February 13, 2024 and was open through April 9, 2024. A selection panel comprised of arts professionals reviewed the qualifications of the 135 applicants and recommended 28 applications to be presented to the Willard Clubhouse Public Art Project selection panel. The selection panel of seven people was comprised of three Bay Area arts professionals, a Civic Arts Commissioner, a Parks, Recreation and Waterfront Commissioner, a member of the clubhouse's architecture team, and a community representative. This panel reviewed the qualifications of the 28 artists on the shortlist and recommended three finalists to develop detailed conceptual site-specific proposals. Once the proposals were received, staff conducted extensive community outreach to elicit the public's responses to the three detailed proposals. A "Berkeley Considers" survey that invited respondents to provide feedback on each of the proposals was hosted on the City's website from October 21 to November 11, 2024 and was widely distributed through a citywide community message yielding 535 survey responses.

On November 18, 2024, the selection panel was reconvened to consider the finalists' proposals in an interview format. Julie W. Chang's proposal was selected and submitted to Civic Art Commission for final approval. At the December 4, 2024 Civic Arts Commission meeting, the Commission unanimously approved the panel's recommendations with the following vote: M/S/C (Ibarra/Bullwinkel) to approve the panel's selection of artist Julie Chang and her artwork proposal for the Willard Clubhouse Public Art Project. Vote: Ayes — Anno, Bachrach, Blecher, Bullwinkel, Covarrubias, Ibarra, Pineda, Woo; Nays — None; Abstain — None; Absent — None. Public Comment: None

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 proposal by Julie W. Chang was selected based upon the following criteria: aesthetic quality; appropriateness of the proposed artwork for the site and project goals; demonstrated feasibility of the preliminary proposal and the proposal budget; and demonstrated maintainability and durability of the design, materials, fabrication and proposed installation method for the artwork.

ALTERNATIVE ACTIONS CONSIDERED

The selection panel considered two other artistic proposals for the clubhouse wall, but ultimately selected Julie W. Chang's proposal *Enchanted Forest* for advancement.

CONTACT PERSON

Mark Salinas, Office of Economic Development, (510) 981-7538

Attachments:
1: Resolution

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

CONTRACT WITH JULIE W. CHANG TO CREATE A PUBLIC ARTWORK ON THE LOBBY WALL OF THE WILLARD CLUBHOUSE

WHEREAS, the City of Berkeley's Arts and Culture Plan calls for the enhancement of Berkeley's environment by placing temporary and permanent public art in public spaces throughout the city; and

WHEREAS, the Civic Arts Commission approved the Willard Clubhouse Public Art Project Plan on January 18, 2023, which called for the commissioning of a permanent mosaic artwork for the interior lobby wall of the Willard Clubhouse located at the southeast corner of Willard Park; and

WHEREAS, funding for the artist contract for the mosaic artwork at Willard Park is included in the budget of the Measure T1 bond funds (Fund 511) for Fiscal Year 2025; and

WHERES, a Request for Qualifications from professional practicing artists was released on February 13, 2024 and 135 applications were received; and

WHEREAS, a selection panel comprised of arts professionals reviewed the qualifications of the 135 applicants and recommended 28 applications to be presented to the Willard Clubhouse Public Art selection panel comprised of seven people including three Bay Area arts professionals, a Civic Arts Commissioner, a Parks, Recreation and Waterfront Commissioner, a member of the project's architect team, and a community representative; and

WHEREAS, three finalists were selected by the panel and invited to develop site-specific public art project proposals; and

WHEREAS, the selection panel reconvened to evaluate the three proposals and selected the proposal by Julie W. Chang for recommendation to the Civic Arts Commission; and

WHEREAS, the Civic Arts Commission approved Julie W. Chang for a permanent mosaic artwork for the interior lobby wall of the Willard Clubhouse at its regularly scheduled commission meeting on December 4, 2024; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments thereto with Julie W. Chang for a permanent mosaic artwork for the interior lobby wall of the Willard Clubhouse for an amount not to exceed $150,000. A record signature copy of said contract and any amendments are to be on file in the Office of the City Clerk.

Office of the City Manager

08

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Eleanor Hollander, Economic Development Manager

Subject: Acceptance of a $40,000 Grant from the National Endowment for the Arts to enhance Civic Arts Grant Programing

RECOMMENDATION

Adopt a Resolution accepting a $40,000 grant from the National Endowment for the Arts (NEA). The grant will be used to support a Civic Arts grant program totaling $80,000 to be expended in Fiscal Year 2026 (FY26). This will be the second annual implementation of the new program designed to support the following types of arts and cultural programming in the City of Berkeley:

- Nonprofit (not-art specific) organizations located in the City of Berkeley to produce arts/cultural programming **in** the City of Berkeley led by a partnering arts organization or teaching artist; or

- Arts nonprofit organizations located in the Greater Bay Area (outside of Berkeley) to produce arts/cultural programming taking place **in** the City of Berkeley.

FISCAL IMPACTS OF RECOMMENDATION

The NEA requires a one-to-one match for this grant award of $40,000, which would be funded by the General Fund (Fund 011) in FY26 resulting in a total of $80,000 to be expended in FY26 as the second annual implementation of the Arts Programs Grant category administered by civic arts staff in the Office of Economic Development.

CURRENT SITUATION AND ITS EFFECTS

In November 2024, the City of Berkeley was awarded a $40,000 grant from the NEA to to continue implementation for a second year of the new Civic Arts grant program (the Arts Programs Grant) totaling $80,000 in Fiscal Year 2026. The Arts Programs Grant category aims to (1) foster cross-sector collaborations and opportunities for non-arts organizations to hire arts and cultural workers or partner with Berkeley-based arts organizations for programming, and (2) offer the Berkeley community the opportunity to engage in Greater Bay Area programming offered by non-Berkeley arts organizations taking place in Berkeley. Grant Awards will be up to $5,000 each for eligible program-related expenses. The review criteria for the new grant category are: Program Narrative

and Timeline (25%), Artistic Merit and Artistic Excellence (25%), Community Engagement and Impact (25%), and Cultural Equity (25%).

BACKGROUND

Civic Arts staff initially applied for funding from the NEA in 2023 in order to establish a new "Arts Programs Grant" category as a pilot for FY25 to address an identified gap in the Civic Arts Grants offerings and better support a wide range of arts and cultural activities taking place in Berkeley. With an annual budget of approximately $700,000 from the City's General Fund (011), the Civic Arts Grants Program has historically awarded funding in three distinct categories: 1) Individual Artist Projects; 2) Community Festivals, and 3) General Operating Support. This NEA grant funding allows for the continuation of a fourth Civic Arts Grants funding category – the *Arts Programs Grant*, which will be administered in conjunction with the FY26 Civic Arts Grants process. This is the second year the City of Berkeley has been awarded a grant from the National Endowment for the Arts for sub-granting purposes. Authorization for the NEA grant application in accordance with the City's administrative regulations was approved by Council on February 13, 2024 (Resolution 71,208–N.S.). After the success of the first year's *Arts Programs Grant* pilot program, the NEA increased the award amount by $10,000 (from $30,000 for FY25 to $40,000 for FY26).

The *Arts Programs Grant* category allowed Civic Arts to engage twelve new grantees in FY25 with the first year's NEA award.[1]This federal grant enables the City of Berkeley to leverage local funds to provide increased support for arts and cultural activities to benefit Berkeley residents. The current NEA grant award, plus the required City match, represents a total increase over the historical Civic Arts Grants budget from $700,000 to $780,00 (approximately an 11.5% increase).

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

Accepting federal funding from the National Endowment for the Arts would help the City accomplish one of the five high-level goals articulated in *The City of Berkeley's Arts and Culture Plan (2018-2027)*: "***Increase Investment in a Vibrant Arts Community***, *Strengthen and support Berkeley's inclusive and culturally rich arts sector by expanding funding and marketing opportunities for a broader array of arts organizations."* Additionally, accepting these funds aligns with the City of Berkeley's fiscal policy to leverage City funds to secure matching State and Federal resources for the City of Berkeley.

[1] A complete list of City of Berkeley Civic Arts grantees is available online: https://berkeleyca.gov/community-recreation/civic-arts/civic-arts-grants and https://berkeleyca.gov/sites/default/files/documents/Civic-Arts-Grants-FY24.pdf.

ALTERNATIVE ACTIONS CONSIDERED
No alternatives were considered.

CONTACT PERSON
Hilary Amnah, Office of Economic Development, 510-981-7539

Attachment:
1: Resolution

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

ACCEPTING A $40,000 GRANT FROM THE NATIONAL ENDOWMENT FOR THE ARTS (NEA) TO SUPPORT ACCESS TO ARTS AND CULTURAL PROGRAMMING IN THE CITY OF BERKELEY BY CONTINUING THE NEW CIVC ARTS GRANTS PROGRAM-BASED FUNDING CATEGORY KNOWN AS THE *ARTS PROGRAMS GRANT*.

WHEREAS, the *Arts and Culture Plan for the City of Berkeley (2017-18)* includes the goal of increasing investment in a vibrant arts community by expanding funding and marketing opportunities for a broader array of arts organizations; and

WHEREAS, the Civic Arts Program has identified a gap in its current grant program offerings through data analysis, and community feedback on program-based funding; and

WHEREAS, an *Arts Programs Grant* would support the City's ability to create increased access to arts and cultural programming taking place in Berkeley; and

WHEREAS, federal funding from the National Endowment for the Arts is available to local arts agencies for sub-granting purposes; and

WHEREAS, the City has identified $40,000 in matching funds in FY26 to use for a new grant program category, the *Arts Programs Grant* of $80,000 total; and

WHEREAS, the National Endowment for the Arts has awarded a $40,000 grant for this purpose and these funds will be put into revenue account code 336-21-208-252-0000-000-000-434110.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the $40,000 grant from the National Endowment for the Arts be accepted to support access to arts and cultural programing in the City of Berkeley by continuing the new civic arts programs grants.

09

Office of the City Manager

CONSENT CALENDAR
January 21, 2025

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 January 21, 2025

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 **$12,169,940**

PROJECT	Fund	Source	Amount
Environmental Health database migration of EnvisionConnect to Accela Cloud	011	PROF SVCS – MISC.	$275,000
FY 2025-2026 Pavement Management Consulting Services	501	CAPITAL IM	$900,000
Staff uniforms and resale items for the Recreation Division	011 125 138	GEN FUND PROF SVCS – ENG'G SVCS PROF SVCS – MISC.	$200,000
Recreation Management SaaS Platform	011	GEN FUND	$125,000
Plan for a Resilient Arts and Culture Sector in Berkeley	011	GEN FUND	$150,000
Cesar Chavez Park Perimeter Pathway Improvement Project	606	COASTAL CO	$1,500,000
On-call stormwater maintenance for City of Berkeley's Transfer Station	601	ZERO WASTE	$200,000
Integration Platform	680	ITCSTALLOC	$500,000
Hazardous Waste Disposal plus cylinders	601 608	ZERO WASTE MARINA OPE	$350,000

	011	GEN FUND	
Corporation Yard Green Room and Building H Improvements	511	T1-CAPITAL	$1,650,000
Environmental Consulting On-Call	601 336 672	ZERO WASTE 1TIME GR EQ MAINT	$500,000
Citation and Permit Management System (CPMS)	011	GEN FUND	$5,819,940
Total:			**$12,169,940**

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

BACKGROUND

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

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

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

ALTERNATIVE ACTIONS CONSIDERED
None.

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

Attachments:

1. Environmental Health database migration of EnvisionConnect to Accela Cloud
2. FY 2025-2026 Pavement Management Consulting Services
3. Staff uniforms and resale items for the Recreation Division
4. Recreation Management SaaS Platform
5. Plan for a Resilient Arts and Culture Sector in Berkeley
6. Cesar Chavez Park Perimeter Pathway Improvement Project
7. On-call stormwater maintenance for City of Berkeley's Transfer Station
8. Hazardous Waste Disposal plus cylinders
9. Corporation Yard Green Room and Building H Improvements
10. Environmental Consulting On-Call
11. Citation and Permit Management System (CPMS)

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
25-11696-C	Environmental Health database migration of EnvisionConnect to Accela Cloud	12/4/2024	12/18/2024	Migrate existing EnvisionConnect software to the Accela Cloud as well as configure, integrate and customize as needed	$275,000	$117,000: 011-51-502-510-0000-000-451-612990- $158,000: 011-51-501-501-000-0000-451-612990-	Health, Housing and Community Services Department/Environmental Health Division	Ronald Torres (510) 981-5261 RoTorres@berkeleyca.gov
Dept Total					**$ 275,000.00**			
25-11698-C	FY 2025-2026 Pavement Management Consulting Services	1/31/2025	2/28/2025	On-call civil engineering planning, design and construction management services for various infrastructure programs and projects, including pavement rehabilitation, Complete Streets and green infrastructure with the goals of maintaining and rehabilitating roadways and improving safety for vulnerable road users throughout the City of Berkeley. Required services include developing an implementation strategy and plan to spend over $200-million in funding over 14-years from the November 2024 voter-approved ballot measure on the aforementioned infrastructure programs and projects.	$900,000 over two years	501-54-623-673-0000-000-431-665110-	Public Works / Engineering	Srinivas Muktevi 510-981-6402 Terrence Salonga 510-981-6447
25-11703-C	On-call stormwater maintenance for City of Berkeley's Transfer Station	2/1/2025	3/1/2025	On-call storm vault and associated conveyance line maintenance services for Berkeley's Transfer Station.	$200,000.00 over three years, with option to extend by two years	601-54-624-693-0000-000-472-613910	Public Works Streets & Utilities	Tucker Brofft 510-981-5375 Erika Barros 510-981-6462
25-11705-C	Hazardous Waste Disposal plus cylinders	February-24	March-24	On-going (routine and non-routine) packing, removal and disposal of waste material from City sites	$350,000.00 over three years, with option to extend by two years	601-54-624-693-0000-000-472-613910 $100,000 608-54-624-693-0000-000-472-613910 $7,500 011-54-624-693-0000-000-412-613910 $10,000	Public Works Streets & Utilities	Tucker Brofft 510-981-5375 Erika Barros 510-981-6462

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
25-11706-C	Corporation Yard Green Room and Building H Improvements	12/21/2025	2/27/2025	Renovation of the Corporation Yard Green Room and Building H. Scope includes architectural improvements, roof replacement, mechanical, electrical, and plumbing upgrades, and associated work.	$1,450,000- $1,650,000	511-54-623-677-0000-000-444-662110-PWT1CB2209 $1,220,000 511-54-623-677-0000-000-444-662110-PWT1CB2211 $430,000	PW Engineering	Titus Chen 981-6410
25-11707-C	Environmental Consulting On-Call	12/1/2024	Jan-25	Up to three vendors will be selected to provide on call or as needed environmental consulting services. May include but not limited to soil, groundwater, surface water or other media sampling. Consultants shall provide guidance on remediation programs and procedures, along with general recommendations concerning compliance.	$ 500,000 over three years, with option to extend by two years	601-54-624-693-0000-000-472-613910- $120,000 336-52-545-000-0000-000-461-613910- $50,000 672-54-621-654-0000-000-472-612990- $20,000	Public Works Parks, Recreation, & Waterfront	Tucker Brofft 510-981-5375 Erika Barros 510-981-6462 Robert Hernandez 510-981-6644
Dept Total					**$ 3,600,000.00**			

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
25-11699-C	Staff uniforms and resale items for the Recreation Division	1/15/2025	2/28/2025	Purchase of staff uniforms for the Recreation Division and resale items for Berkeley Tuolumne Camp 2-year contract ($100,000/year)	$200,000	Recreation General: 011-52-543-570-0000-000-461-645110 Recreation Aquatics: 011-52-543-570-1015-000-461-645110 Recreation Events: 011-52-543-570-1020-000-461-645110 Tuolumne Camp: 125-52-543-583-0000-000-461-645110 Echo Lake Camp: 125-52-543-582-0000-000-461-645110 Berkeley Day Camp: 125-52-543-584-0000-000-461-645110 Parks Event Shirts: 138-52-542-565-0000-000-461-645110	PRW Recreation	Justin Pitcher, Recreation Program Supervisor 510-981-5123 jpitcher@berkeleyca.gov
25-11700-C	Recreation Management SaaS Platform	1/15/2025	2/28/2025	SaaS solution for the Recreation Division. To Include: • Activity Registration • Membership Management • Facility Management • Child Care Management • Point of Sale • Marketing and Communications • Security and Stability • Payment Processing	$25,000.00/year 5-year Contract NTE $125,000.00	011-52-543-570-0000-000-461-613130	PRW/Recreation	Justin Pitcher, Recreation Program Supervisor. 510-981-5123
25-11701-C	Cesar Chavez Park Perimeter Pathway Improvement Project	1/9/2024	1/9/2024	Project consists of repaving the existing perimeter pathway of Cesar Chavez Park	$1,500,000	State Coastal Conservancy Grant 606-52-545-000-0000-000-473-665110-PRWWF23004	PRW/Capital	Robert Chan, P.E. Assistant Engineer 1-510-981-6392
Dept Total					**$1,825,000**			
25-11704-C	Integration Platform	2/1/2025	3/1/2025	Integration platform for batch and real time communications between systems.	$500,000	680-35-363-380-0000-000-472-613130-	IT / Applications	Barry Jennings 510.981.6532
Dept Total					**$500,000**			

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
25-11708-C	Citation and Permit Management System (CPMS)	1/22/2025	2/25/2025	Contractor will provide a complete citation and permit management system which will include but not limited to processing all citations; Lockbox processing of all mail regarding parking program; Printing and mailing notices required to support parking program; DMV interface; Collections of fines and fees via phone, internet or mail, and special collection; Processing and tracking of administrative reviews/hearing; Data Repository for Residential and all Parking Permit information; Customer service support; supplier of equipment needed to write citations; Provide all records upon request. **Revenue Generating Contract**	$5,819,940	FY 26: $1,096,000 FY 27: $1,129,000 FY 28: $1,163,000 FY 29: $1,198,000 FY 30: $1,233,940 Total 5-year Contract Estimated at $5,819,940	Police/ Parking and other various city departments	Lyesha Garrett 510-981-5892
Dept Total					**$5,819,940**			
TOTAL					**$12,169,940**			

10

Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: David Sprague, Fire Chief

Subject: Authorized Agent Update for FEMA Public Assistance

RECOMMENDATION

Adopt a resolution updating Resolution 69,682-N.S. authorizing the City Manager and Deputy City Managers to engage for another three years with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the City of Berkeley for the FEMA-4482-DR-CA California COVID-19 Pandemic, as well as future disasters.

FISCAL IMPACTS OF RECOMMENDATION

In the near term, completing this authorization will enable closeout of Federal Emergency Management Agency (FEMA) Public Assistance (PA) projects totaling $382,345. This authorization is also a required step for the City to receive reimbursement through the FEMA PA program for future disasters. For a catastrophic event these funds could total hundreds of millions of dollars.

CURRENT SITUATION AND ITS EFFECTS

On January 19, 2021 in Resolution 69,682-N.S. the City Council resolved to authorize the City Manager, Deputy City Managers, and representatives from AG Witt LLC to engage with Cal OES and FEMA regarding grants applied for through the FEMA Public Assistance Program. That resolution was effective for three years and has since expired.

An updated resolution must be filed with the California Governor's Office of Emergency Services along with a completed "Designation of Applicant's Agent Resolution for Non-State Agencies" form (Cal OES Form 130) (Exhibit A).

BACKGROUND

On March 3, 2020, the City Manager, in her capacity as Director of Emergency Services, proclaimed a local emergency due to conditions of extreme peril to the safety of persons and property within the City as a consequence of the global spread of a severe acute respiratory illness caused by a novel (new) coronavirus (COVID-19). On March 10, 2020, City Council adopted a resolution ratifying the Proclamation of Local Emergency. The City of Berkeley submitted requests for reimbursement of COVID-19

response-related costs through the FEMA PA program and as of project closeout these reimbursements total $382,345.

This resolution confirms the City Manager and Deputy City Manager designations as Authorized Agent for any disasters in the coming three years.

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

Cal OES requires an updated Authorized Agent form in order for the City to receive reimbursement through the FEMA Public Assistance Program.

CONTACT PERSON

Sarah Lana, Emergency Services Manager, Fire Department, 981-5576

Attachments:

1: Resolution

Exhibit A - Cal OES Form 130 (Designation of Applicant's Agent Resolution for Non-State Agencies) – City Manager and Deputy City Manager

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

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES – AUTHORIZED AGENTS

WHEREAS, on March 3, 2020, the City Manager in her capacity as Director of Emergency Services, proclaimed an Emergency due to conditions of extreme peril to the safety of persons and property within the City as a consequence of the global spread of a severe respiratory illness caused by a novel (new) corona virus (COVID-19); and

WHEREAS, on March 10, 2020, City Council adopted a resolution ratifying the March 3, 2020, Proclamation of Local Emergency; and

WHEREAS, on March 4, 2020, the Governor of California ordered a statewide State of Emergency in response to COVID-19; and

WHEREAS, on March 13, 2020, the U.S. President declared that the COVID-19 outbreak in the United States constitutes a National Emergency;

WHEREAS, on March 22, 2020, the U.S. President approved a Major Disaster Declaration for the State of California, making federal funding available to local governments and other jurisdictions to address this crisis, beginning on January 20, 2020 and continuing; and

WHEREAS, to ensure the health and wellbeing of its citizens during the COVID-19 pandemic, the City of Berkeley has incurred significant unbudgeted costs and anticipates additional costs until the resolution of this public health crisis; and

WHEREAS, the main sources for disaster financial assistance are the state and federal government; these sources include, but are not limited, to Federal Emergency Management (FEMA) Public Assistance (PA) funding, which is administered by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, in order to obtain certain federal and state financial assistance related to COVID-19, Cal OES requires the City to formally designate by resolution an Authorized Agent to execute applications, agreements, and other actions pertaining to disaster relief with Cal OES; and

WHEREAS, on May 26, 2020, the Council of the City of Berkeley designated the City Manager as Berkeley's Authorized Agent in Resolution 69,400-N.S.; and

WHEREAS, Cal OES requires an updated Authorized Agent form in order for the City to receive reimbursement through the FEMA Public Assistance Program.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager and Deputy City Manager are hereby designated as Authorized Agents to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the City of Berkeley.

BE IT FURTHER RESOLVED that the City Clerk is authorized to submit a Cal OES "Designation of Applicant's Agent Resolution for Non-State Agencies" Form 130 (Exhibit A) with the information contained in this resolution.

EXHIBIT A

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Berkeley (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Deputy City Manager (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Berkeley (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Berkeley (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 21st day of January, 20 25

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____ (Name), duly appointed and _____ (Title) of _____ (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the _____ (Governing Body) of the _____ (Name of Applicant) on the _____ day of _____, 20___.

_____ (Signature) _____ (Title)

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130 - Instructions

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

Office of the City Manager

CONSENT CALENDAR
January 21, 2025

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. 32100126 Amendment: Anjanette Scott LLC for Housing Consultant Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or designee to execute an amendment to Contract No. 32100126 with Anjanette Scott LLC increasing the contract by $30,000 for consulting services in a total amount not to exceed $205,000, and extending the contract end date to June 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

The total not-to-exceed amount of this contract will be $205,000. Resources for the contract will be provided from the administrative set-aside in the Affordable Housing Mitigation Fee Fund (FUND 120) allocated to the Department of Health, Housing and Community Services' Housing and Community Services Division (HHCS/HCS), approved through the FY2025 Annual Appropriations Ordinance #1.

CURRENT SITUATION AND ITS EFFECTS

The City has a contract with Anjanette Scott LLC to provide project management services for the Housing Trust Fund program. These services include reviewing and underwriting project proposals, drafting loan documents, managing projects under development, reviewing draw requests, providing trainings to staff, and supporting other work of the Housing Trust Fund and Below Market Rate programs as needed.

The current contract with Anjanette Scott LLC expires on June 30, 2025. Staff request an extension of the current contract to June 30, 2026. The contract was previously extended through a Council-approved extension on May 14, 2024 with Resolution No. 71,323-N.S.

The City has a robust pipeline of affordable housing developments, and the work required to support the existing projects exceeds the capacity of current housing staff. Ms. Scott brings a high level of housing development experience and can support current needs while HCS increases its capacity.

BACKGROUND

Anjanette Scott LLC entered into the current contract with the City on February 7, 2021 to provide project management services to support the City's affordable housing programs, particularly the Housing Trust Fund program. In response to the continued need for outside project management support, the contract was amended on August 1, 2021 to extend the contract and increase the total amount to $50,000. Due to ongoing need for staffing support, Council approved an additional extension on March 8, 2022, adding $50,000 to the contract for a new total not to exceed $100,000. On April 11, 2023, Council approved an increase adding $50,000 for a new total not to exceed $150,000. On May 14, 2024, Council approved an increase adding $25,000 for a new total not to exceed $175,000.

The consultant participated in construction and management meetings for multiple Housing Trust Fund projects, reviewed project draw requests, reviewed and assessed funding applications received through the City's 2022 and 2023 Homekey Request for Proposals processes, drafted loan documents for Housing Trust Fund projects, trained new and existing staff in affordable housing project management, and provided general project management support on housing projects as needed. The consultant has provided critical support in a time of unprecedented housing activity, and staff request extending the contract to ensure continuous support for housing programs and projects.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental impacts related to amending the consultant contract.

RATIONALE FOR RECOMMENDATION

In recent years, the City has funded an unprecedented number of affordable housing projects thanks to new affordable housing funding sources. The amount and complexity of project work now required exceeds HHCS/HCS' current capacity. HHCS/HCS is working to fill vacant positions, and recommend extending Anjanette Scott LLC's contract in the meantime.

ALTERNATIVE ACTIONS CONSIDERED

If the Department is unable to amend and extend the contract with Anjanette Scott LLC, staff will not be able to adequately support the affordable housing projects in the City's pipeline.

CONTACT PERSON

Jenny Wyant, Acting Program Manager, HHCS, (510) 981-5228

Attachment:
1: Resolution

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

CONTRACT NO. 32100126 AMENDMENT: PERSONAL SERVICES CONTRACT WITH ANJANETTE SCOTT LLC

WHEREAS, the City Council established a Housing Trust Fund (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 authorized the City Manager to implement the HTF program; and

WHEREAS, on February 7, 2021, the Health, Housing and Community Services Department entered into a contract with Anjanette Scott LLC (contract # 32100126) to provide project management support to the City's affordable housing programs including the HTF program and Below Market Rate program as needed; and

WHEREAS, due to ongoing project management support needs, the City Manager approved an amendment to the contract on August 1, 2021, and on March 8, 2022, an additional amendment was approved by Council with Resolution 70,245-N.S for a combined total not to exceed $100,0000, and on April 11, 2023, an amendment to the contract was approved by Council with Resolution 70,756-N.S. for a total amount not to exceed $150,000, an amendment to the contract was approved by Council with Resolution 71,323-N.S. for a total amount not to exceed $175,000; and

WHEREAS, Anjanette Scott LLC continues to provide critical support to the affordable housing programs, and staff identified an ongoing need to provide coverage and support to housing developments with City funding reservations.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that City Manager is authorized to amend Contract No. 32100126 with Anjanette Scott LLC for personal services to add up to $30,000 from Fund 120 for a total not to exceed amount of up to $205,000, and extend the contract to June 30, 2026.

BE IT FURTHER RESOLVED the City Manager or 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.

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

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: Housing Trust Fund Recommendations for the Martin Luther King Jr. House Predevelopment Funds and Haste Street Rehabilitation Funds

RECOMMENDATION

Adopt a Resolution:

1. Authorizing the City Manager or designee to disburse up to $320,000 of Insight Housing's loan for Martin Luther King, Jr. (MLK) House for predevelopment;
2. Reserving $500,000 for the Northern Community Land Trust's (NCLT) rehabilitation of 2207 Haste Street; and
3. Authorizing the City Manager or designee to execute all original or amended documents or agreements to effectuate these actions.

FISCAL IMPACTS OF RECOMMENDATION

The attached resolution would allow disbursement of up to $320,000 of Insight's existing Housing Trust Fund (HTF) loan for the MLK House project for predevelopment. No new funds are being added to the project. The resolution would also reserve $500,000 for the rehabilitation of NCLT's Haste Street property. Currently, there are sufficient funds in the Housing Trust Fund (HTF) program to fund this request. Staff will determine the exact mix of funds from the HTF closer to the loan closing, which may include Funds #120, #122, #123, and #302.

CURRENT SITUATION AND ITS EFFECTS

On December 2, 2024 the Housing Advisory Commission voted as follows to approve the staff recommendations as written above.

M/S/C: Haycox/ Bell. Ayes: Bell, Braslaw, Haycox, Potter, Shere, and Twu. Abstain: None. Absent: Mendonca (excused), Ortiz-Cedeño (excused), Simon-Weisberg (excused).

The City of Berkeley received requests related to two Housing Trust Fund projects: MLK House and Haste Street.

Insight requested an advance of $320,000 for the MLK House project to cover the cost of predevelopment activities. Council approved a $2M loan in January 2024 to support Insight's acquisition and renovation of the property. The City does not typically release funds (aside from acquisition) until all other funding is secured and the renovation is moving forward. In the lead-up to the property rehab, Insight will have significant carrying costs and design costs, and requested access to a portion of their loan to cover those early project costs. Insight is not requesting new funding for MLK House.

NCLT submitted a request for $500,000 for the rehabilitation of the Haste Street property (located at 2207 Haste Street). NCLT originally requested operating funding through the City's 2021 HTF Request for Proposals (RFP) process, but there were insufficient funds available through the RFP to cover their request. Because the property also had known capital needs, Council invited NCLT to submit a revised request for up to $500,000 to support the renovation of the property.

BACKGROUND

MLK House

Located at 2942-2944 Martin Luther King Jr. Way, MLK House is a Single-Room Occupancy (SRO) permanent housing project that will serve up to 11 formerly homeless veterans. The property has 12 bedrooms (one of which will be used as an office), four bathrooms, and a shared kitchen.

Insight recently took ownership from Resources for Community Development (RCD), and assumed RCD's original HTF loan. The transfer was authorized in January 2024, at which point Council approved an additional $2M to Insight to renovate the property for operation as housing for formerly homeless veterans. The proposed rehab scope includes improvements to bathrooms, kitchens, HVAC, a new roof and windows, landscaping, and accessibility upgrades. Insight will also add kitchenettes to each room in order to make them eligible for Veterans Affairs Supportive Housing (VASH) vouchers from the Department of Veterans Affairs.

Insight requested that $320K of the previously approved, $2M loan be provided as predevelopment funding to pay for architectural, engineering, and permit fees needed in advance of the rehabilitation work. There are limited non-City sources of funding for predevelopment, and Insight is a smaller organization with limited cash resources to front costs prior to start of construction. Council's January 2024 funding approval did not include an authorization to release funds for predevelopment activities.

Haste Street

Located at 2207 Haste Street, the property consists of eight bedrooms in a 3-story building with a communal kitchen and three bathrooms. NCLT acquired the property in 1991 and was awarded a $154K HTF loan in 2000 to support property renovation. In May 2022, NCLT entered into a lease with the Alameda County Homeless Action Center (HAC). HAC operates the project and provides transitional supportive housing to

formerly homeless people who are on the County's priority waiting list for permanent supportive housing.

HAC completed minor rehab upon taking over management, but the property has more extensive capital needs than the rehab was able to address. NCLT requested $500K in City funds to conduct a limited rehabilitation of the property starting in Summer/Fall 2025. The proposed scope of work would not require temporary relocation of current residents. The project's capital needs exceed the available funding, and NCLT will need to prioritize the most critical structural and/or safety renovations. The anticipated scope of work includes structural repairs to the roof and foundation, front steps, the existing elevator system, painting and replacing windows. NCLT has two project management staff, though both are leaving the organization in the coming months. NCLT plans to build capacity by hiring one or more consultants to manage rehab projects. Housing & Community Services staff will reassess NCLT's capacity prior to disbursing any funds for the project.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Both projects are existing, infill properties in walkable neighborhoods served by transit. Renovations have a lower environmental impact than new construction, and to the extent feasible, Insight and NCLT will incorporate energy-efficiency and sustainability measures into their respective rehab scopes.

RATIONALE FOR RECOMMENDATION

Council previously approved funding for Insight's renovation of MLK House, and approved NCLT returning with a request for up to $500,000 for the renovation of the Haste Street property. These recommendations are in line with Council's original actions, and will allow the projects to move forward with renovations for projects that will serve vulnerable populations (veterans and formerly homeless individuals).

ALTERNATIVE ACTIONS CONSIDERED

If Council does not approve the funding requests, Insight Housing and NCLT would need to pursue alternative funding sources, which would likely increase project costs and delay the renovations.

CONTACT PERSON

Asavari Devadiga, Community Development Project Coordinator, HHCS, 510-981-5426

Attachment:
1: Resolution

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

APPROVAL OF MARTIN LUTHER KING JR. HOUSE PREDEVELOPMENT FUNDS AND HASTE STREET REHABILITATION FUNDS

WHEREAS, City Council established a Housing Trust Fund (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 authorized the City Manager to implement the HTF program; and

WHEREAS, there is a great need for affordable and special needs housing in the City of Berkeley as stated in the General Plan Housing Element and the City of Berkeley's Consolidated Plan; and

WHEREAS, City Council adopted guidelines (HTF Guidelines) as revised on January 19, 2021, and authorized the City Manager to implement the HTF program in accordance with the Guidelines; and

WHEREAS, the Northern California Land Trust (NCLT) submitted an application for operating subsidy for 2207 Haste Street through the 2021 HTF Request for Proposals process, but were not funded due to insufficient funds; and

WHEREAS, on December 14, 2021, by Resolution 70,135-N.S., the City Council invited NCLT to submit a revised funding application for up to $500,000 to support the renovation of 2207 Haste Street; and

WHEREAS, on January 30, 2024, by Resolution 71,190-N.S., the City Council approved the transfer of MLK House to Insight Housing and reserved $2,000,988 in HTF funds to support the acquisition and renovation of the property; and

WHEREAS, in October 2024, NCLT submitted a request for $500,000 for the Haste Street project and Insight submitted a request to use $320,000 of their existing loan for predevelopment of the MLK House project; and

WHEREAS, on December 2, 2024, the Housing Advisory Commission recommended Council approval to reserve $500,000 for NCLT's rehabilitation of 2207 Haste Street, and to advance up to $320,000 of Insight Housing's loan for MLK House for predevelopment.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council approves the reservation of $500,000 for the NCLT's rehabilitation of 2207 Haste Street.

BE IT FURTHER RESOLVED that Council approves the disbursement of up to $320,000 of Insight Housing's existing HTF loan for MLK House for predevelopment activities.

BE IT FURTHER RESOLVED that the funds for the Haste Street project shall be reserved for a period of no more than 24 months from the date of this Resolution, contingent on NCLT obtaining all required City approvals and securing commitments for full project funding that the City Manager or designee deems sufficient within the reservation period.

BE IT FURTHER RESOLVED that the funding reservation is conditioned upon the completion of the environmental review process, as applicable, except as authorized by 24 CFR, Part 58, and that should HOME and/or CDBG funds constitute a portion of the funding for any project, a final commitment of HOME and/or CDBG funds shall occur only upon the satisfactory completion of the appropriate level of environmental review and also upon the receipt of approval of the request for release of funds and related certification from the U.S. Department of Housing and Urban Development, when applicable. The funding reservation for any of the HOME- and/or CDBG-funded projects is conditioned upon the City of Berkeley's determination to proceed with, modify, or cancel the project based on the results of subsequent environmental review under the National Environmental Policy Act.

BE IT FURTHER RESOLVED that the making of each loan shall be contingent on and subject to such other appropriate terms and conditions as the City Manager or their designee may establish.

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.

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: Contract No(s) 32400134, 32400135 and 32400145 Amendment: As-Needed Derelict Vessel/Debris Removal and Disposal Services at the Berkeley Marina

RECOMMENDATION

Adopt resolutions authorizing the City Manager to amend contract no. 32400134 with Lind Marine, contract no. 32400135 with Silverado Contractors, and contract no. 32400145 with Power Engineering to remove and dispose of derelict and abandoned vessels at the Berkeley Marina by increasing the contract spending amount by $55,000 each for a total not-to-exceed spending amount of $217,000, and extending the contracts to September 30, 2026.

FISCAL IMPACTS OF RECOMMENDATION

In 2024, the Parks, Recreation, and Waterfront Department received a SAVE grant in the amount of $50,000 from the California Division of Boating and Waterways (DBW) that requires a local match of 10% ($5,000). The City has three contractors that are available to perform the abandoned vessel removal work in a timely manner. Depending on the City's needs and the availability of the contractors, the spending authority for each of the three contracts must be increased by $55,000 to provide flexibility for the City. These funds, totaling $55,000, will be appropriated as part of the second amendment to the FY2025 annual appropriations ordinance.

	Total
Current Amounts	$162,000
Proposed Amendments	$55,000
Total	**$217,000**

CURRENT SITUATION AND ITS EFFECTS

The Berkeley Marina requires regular removal of abandoned boats and marine debris from the harbor waters. Each year, approximately five to ten vessels get abandoned by

their owners at the Berkeley Marina. These vessels occupy slips in the Berkeley Marina that could otherwise be used to generate dockage revenue for the City. They are a visual blight on our Marina and harm our reputation. Most often, vessels are abandoned because the owners lack funds needed for repairs, for dockage fees, or both. Due to the age and neglect of the vessels, they have no value, are not sea-worthy, and are likely to sink. There are also times when large marine debris such as broken dock sections need to be removed from the Marina. Upon execution of these contracts and subsequent task orders, contractors will be able to safely remove vessels or debris from the Marina, take them back to their shipyard, and properly dispose of them in accordance with federal and state regulations.

BACKGROUND

Responsibility for derelict and abandoned vessels, unfortunately, often falls on public agencies. For the past 20 years, the Division of Boating and Waterways has provided grant funding assistance to public agencies to properly remove, store, and dispose of abandoned, wrecked, or dismantled vessels or any other partially submerged objects that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent.

In 2022, the City received a SAVE grant (SAVE 2022) from the California Division of Boating and Waterways in the amount of $60,000. In 2023, the City received an additional SAVE grant (SAVE 2023) in the amount of $60,000. In 2024, the City received an additional SAVE grant (SAVE 2024) in the amount of $50,000. This grant will expire on September 30, 2026.

On October 27, 2023, the City published a Request for Qualifications (RFQ) seeking qualified firms or individuals to provide Derelict Vessel/Debris Removal & Disposal services on an as-needed basis (Specification No. 24-11618-C). On November 21, 2023, the City received Statements of Qualifications (SOQs) from three (3) marine construction firms. A panel of City staff reviewed the SOQs and selected Lind Marine, Power Engineering Construction, and Silverado Contractors as the best qualified firms to meet the City's needs. The City needs to award some or all of the new SAVE 2024 grant of $55,000 to any of the three current contractors, depending on the City's needs and the availability of the contractors. To provide this flexibility, the spending authority for each of the three contracts must be increased by $55,000.

ENVIRONMENTAL SUSTAINABILITY

Derelict, abandoned, and sunken vessels pose a navigational and environmental hazard to the Bay waters at the waters and shoreline of the Berkeley Marina. Removal and proper disposal of these vessels contributes to the improvement of water quality of the waters of the Bay.

RATIONALE FOR RECOMMENDATION

The Parks, Recreation, and Waterfront Department has the primary responsibility for removing derelict and abandoned vessels from local waters. This contract will allow the

City to safely remove these potential environmental and navigational hazards from the Berkeley Marina.

CONTACT PERSON
Alexandra Endress, Waterfront Manager, 981-6737
Sean Crothers, Waterfront Supervisor, 981-6744

Attachments:
1. Resolution: Contract with Lind Marine
2. Resolution: Contract with Power Engineering Construction
3. Resolution: Contract with Silverado Contractors

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

AMENDMENT TO CONTRACT 32400134: LIND MARINE FOR AS-NEEDED DERELICT VESSEL/DEBRIS REMOVAL AND DISPOSAL SERVICES

WHEREAS, each year, approximately five to ten vessels get abandoned by their owners at the Berkeley Marina because they lack funds to repair the vessels or they lack funds to pay for their dockage fees. Due to the age and neglect of the vessels, they have no value, are not sea-worthy, and are likely to sink. These vessels occupy slips in the Berkeley Marina that could otherwise be used to generate dockage revenue for the City, and these vessels are a visual blight on our Marina and harm our reputation; and

WHEREAS, on January 16, 2024, by Resolution No. 71,165-N.S. the City Council authorized Contract No. 32300184 with Lind Marine, LLC in an amount not to exceed $162,000 for as-needed derelict vessel and debris removal and disposal services through January 16, 2026;

WHEREAS, the current contract not-to-exceed amount is nearly depleted and the City has need of Lind Marine's services through September 30, 2026; and

WHEREAS, additional funding of $55,000 for this on-call contract will be available through a SAVE 2024 grant (Fund 607) in the amount of $50,000 from the California Division of Boating and Waterways (DBW) and local match Marina Fund (Fund 608) for the amount of $5,000. These funds will be appropriated as part of the second amendment to the FY 2025 annual appropriations ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is hereby authorized to amend contract no. 32300184 with Lind Marine to remove and dispose of derelict and abandoned vessels at the Berkeley Marina by increasing the contract spending amount by $55,000 for a total not-to-exceed contract amount of $217,000. This contract period will be extended to September 30, 2026. A record signature copy of said contract will be on file in the Office of the City Clerk.

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

AMENDMENT TO CONTRACT 32400145: POWER ENGINEERING FOR AS-NEEDED DERELICT VESSEL/DEBRIS REMOVAL AND DISPOSAL SERVICES

WHEREAS, each year, approximately five to ten vessels get abandoned by their owners at the Berkeley Marina because they lack funds to repair the vessels or they lack funds to pay for their dockage fees. Due to the age and neglect of the vessels, they have no value, are not sea-worthy, and are likely to sink. These vessels occupy slips in the Berkeley Marina that could otherwise be used to generate dockage revenue for the City, and

WHEREAS, on January 16, 2024, by Resolution No. 71,166-N.S. the City Council authorized Contract No. 32400145 with Power Engineering Construction in an amount not to exceed $162,000 for as-needed derelict vessel and debris removal and disposal services through January 16, 2026;

WHEREAS, the current contract not-to-exceed amount is nearly depleted and the City has need of Power Engineering Construction's services through September 30, 2026; and

WHEREAS, additional funding of $55,000 for this on-call contract will be available through a SAVE 2024 grant (Fund 607) in the amount of $50,000 from the California Division of Boating and Waterways (DBW) and local match Marina Fund (Fund 608) for the amount of $5,000. These funds will be appropriated as part of the second amendment to the FY 2025 annual appropriations ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is hereby authorized to amend contract no. 32400145 with Power Engineering to remove and dispose derelict and abandoned vessels at the Berkeley Marina by increasing the contract spending amount by $55,000 for a total not-to-exceed contract amount of $217,000. This contract period will be extended to September 30, 2026. A record signature copy of said contract will be on file in the Office of the City Clerk.

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

AMENDMENT TO CONTRACT 32400135: SILVERADO CONTRACTORS FOR AS-NEEDED DERELICT VESSEL/DEBRIS REMOVAL AND DISPOSAL SERVICES

WHEREAS, each year, approximately five to ten vessels get abandoned by their owners at the Berkeley Marina because they lack funds to repair the vessels or they lack funds to pay for their dockage fees. Due to the age and neglect of the vessels, they have no value, are not sea-worthy, and are likely to sink. These vessels occupy slips in the Berkeley Marina that could otherwise be used to generate dockage revenue for the City, and these vessels are a visual blight on our Marina and harm our reputation; and

WHEREAS, on January 16, 2024, by Resolution No. 71,167-N.S. the City Council authorized Contract No. 32400135 with Silverado Contractors, Inc. in an amount not to exceed $162,000 for as-needed derelict vessel and debris removal and disposal services through January 16, 2026;

WHEREAS, the current contract not-to-exceed amount is nearly depleted and the City has need of Silverado Contractors, Inc's services through September 30, 2026; and

WHEREAS, additional funding of $55,000 for this on-call contract will be available through a SAVE 2024 grant (Fund 607) in the amount of $50,000 from the California Division of Boating and Waterways (DBW) and local match Marina Fund (Fund 608) for the amount of $5,000. These funds will be appropriated as part of the second amendment to the FY 2025 annual appropriations ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or his designee is hereby authorized to amend contract no. 32400135 with Silverado Contractors to remove and dispose derelict and abandoned vessels at the Berkeley Marina by increasing the contract spending amount by $55,000 for a total not-to-exceed contract amount of $217,000. This contract period will be extended to September 30, 2026. A record signature copy of said contract will be on file in the Office of the City Clerk.

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: F. Scott Ferris, Director, Parks, Recreation, & Waterfront Department

Subject: Contract No. 32100143 Amendment: ACTC/Caltrans for Construction of Gilman Street Sanitary Sewer Line Extension

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 32100143 with the Alameda County Transportation Commission (Alameda CTC/Caltrans) for the construction of a sanitary sewer line on Gilman Street (Project) to increase the contract amount by $86,000, for a total not-to-exceed contract amount of $806,000.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the $86,000 contract amendment will be available in the FY 2025 Measure T1, Phase 2 Fund (Fund 511) budget.

CURRENT SITUATION AND ITS EFFECTS

Construction of a 6-inch sanitary sewer line extension on Gilman Street that will serve the future fieldhouse and restroom at the Tom Bates Regional Sports Facility was recently completed as part of the I-80 Gilman Street Interchange Improvements project, led and primarily funded by the Alameda County Transportation Commission (Alameda CTC/Caltrans). During excavation for the new sewer line extension along Gilman Street, increased costs were incurred due to unforeseen conditions, which included testing and off-hauling of encountered contaminated soil.

BACKGROUND

In March 30, 2021, the City executed a Utility Agreement with Alameda CTC/Caltrans (City contract no. 32100143) to provide funding for the construction of a sanitary sewer line extension on Gilman Street that will serve the future fieldhouse restroom at the Tom Bates Regional Sports Complex. The I-80 Gilman Street Interchange Improvements project, led and primarily funded by the Alameda County Transportation Commission (Alameda CTC/Caltrans), will reconfigure the intersection to improve navigation and traffic operations, and includes the construction of bicycle and pedestrian facilities to improve access connections to the Tom Bates Regional Sports Complex from areas east of the freeway, including Harrison Park and Codornices Path. The construction of the interchange project is nearing its completion which is anticipated to be in March

2025.

The City is currently working on the final design of a new fieldhouse and restroom at the Tom Bates Regional Sports Complex. For the restroom to function, a new sanitary sewer line is needed underneath Gilman Street. The closest point of connection to the City's existing sanitary system is just east of the highway, at the intersection of Eastshore Highway and Gilman Street, at a length of approximately 1,000 feet.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The proposed sanitary sewer line extension elements have been incorporated into the environmental evaluations as part of the I-80 Gilman Street Interchange Improvements project. A copy of the Final Environmental Document can be found: https://www.alamedactc.org/wp-content/uploads/2019/EA0A7700_Gilman_FED_IS-EA_and_Appendices_20190617.pdf

RATIONALE FOR RECOMMENDATION
The City is able to achieve considerable savings in cost, time, and disruption to the public by paying for the installation of the new sanitary line extension as part of the Gilman Interchange Project. The additional costs incurred for this amendment were due to unforeseen conditions that the entire project was affected by, as contaminated soils were encountered throughout the project excavations operations.

ALTERNATIVE ACTIONS CONSIDERED
None

CONTACT PERSON
Scott Ferris, Director, 510-981-6700
Nelson Lam, Supervising Civil Engineer, PRW, 981-6395
Jesus Espinoza, Associate Civil Engineer, PRW, 981-6708

Attachments:
1: Resolution

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

CONTRACT 32100143 AMENDMENT WITH ACTC/CALTRANS FOR CONSTRUCTION OF GILMAN STREET SANITARY SEWER LINE EXTENSION

WHEREAS, In March of 2021, the City executed contract no. 32100143 with the Alameda County Transportation Commission/Caltrans (Utility Agreement No. 2176.7) to provide funding for the construction of a sanitary sewer line extension on Gilman Street that will serve the future fieldhouse restroom at the Tom Bates Regional Sports Complex; and

WHEREAS, an additional $86,000 in spending authority is needed in order to cover the increased costs incurred due to unforeseen conditions, which included testing and off-hauling of encountered contaminated soil; and

WHEREAS, funding for the $86,000 contract amendment will be available in the FY 2025 Measure T1, Phase 2 Fund (Fund 511) budget.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a contract amendment to contract No. 32100143 with the Alameda County Transportation Commission/Caltrans to add $86,000 to cover for the increased costs incurred for a not-to-exceed contract amount of $806,000.

15

Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: Donation from the Friends of the Berkeley Animal Care Shelter

RECOMMENDATION
Adopt a Resolution accepting a cash donation of up to $16,000 from the Friends of the Berkeley Animal Care Shelter to install new fencing for the animal training area at Aquatic Park.

FISCAL IMPACTS OF RECOMMENDATION
This cash donation in the amount of up to $16,000 from the Friends of the Berkeley Animal Care Shelter (BACS) will be deposited into the Parks Fund donation revenue budget code 138-52-545-000-0000-000-000-481110.

CURRENT SITUATION AND ITS EFFECTS
The Friends of the Berkeley Animal Care Shelter (BACS) wish to provide a cash donation of up to $16,000 to install new fencing for the animal training area at Aquatic Park. The City will use the donation to hire a licensed contractor to perform the installation. The City's Open Governance Ordinance (OGO) requires City Council approval of any gift to the City in excess of $1,000 (BMC Section 2.06.150, Ord. 7,166-N.S.) Without the donation from the Eli Kane Fund, phase 3 of the project would not be possible.

BACKGROUND
In 2024, the Friends of the Berkeley Animal Care Shelter (BACS) informed the City of their desire to cover the cost to install new fencing for the new animal training area at Aquatic Park.

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

RATIONALE FOR RECOMMENDATION
This donation will cover the cost of new fencing for the animal training area at Aquatic Park. Without the donation from the Friends of the Berkeley Animal Care Shelter (BASC) this project would not be possible.

ALTERNATIVE ACTIONS CONSIDERED
None

CONTACT PERSON
Scott Ferris, Director, Parks, Recreation, and Waterfront, 510-981-6711

Attachments:
1: Resolution

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

ACCEPTING A CASH DONATION OF UP TO $16,000 FROM THE FRIENDS OF THE BERKELEY ANIMAL CARE SHELTER (BACS) TO INSTALL NEW FENCING AT THE ANIMAL TRAINING AREA AT AQUATIC PARK

WHEREAS, in 2024, the Friends of the Berkeley Animal Care Shelter (BACS) informed the City of their desire to cover the cost to install new fencing for the new animal training area at Aquatic Park; and

WHEREAS, in December 2024, the City received a quote of just under $16,000 for a licensed contractor to install the new fencing; and

WHEREAS, without the donation from the Friends of the Berkeley Animal Care Shelter (BASC), this project would not be possible; and

WHEREAS, the cash donation in the amount of up to $16,000 from the Friends of the Berkeley Animal Care Shelter (BASC) will be deposited into the Parks Fund donation revenue budget code 138-52-545-000-0000-000-000-481110; and

WHEREAS, the City's Open Governance Ordinance (OGO) requires City Council approval of any gift to the City in excess of $1,000 (BMC Section 2.06.150, Ord. 7,166-N.S.).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley to accept a cash donation of up to $16,000 from the Friends of the Berkeley Animal Care Shelter (BASC) to install new fencing for the animal training area at Aquatic Park.

Internal

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Jen Louis, Chief of Police

Subject: Contract - Benchmark Analytics for Early Intervention System Platform

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with Benchmark Analytics (Contractor) to provide a cloud-based Early Intervention System (EIS) platform from February 3, 2025 to February 3, 2027, in an amount not to exceed $200,000 with an option to extend for two additional years, for a total contract amount not to exceed $400,000.

FISCAL IMPACTS OF RECOMMENDATION

These services will be funded by the General Fund in an amount not to exceed $200,000 with an option to extend for two additional years, for a total contract amount not to exceed $400,000. This software has existing budget approval for $100,000 per year and there are no new fiscal impacts associated with adopting the attached resolution Funding for the extension for the additional two years is contingent on funding being approved within the forthcoming Fiscal Year 2027 and 2028 biennial budget

CURRENT SITUATION AND ITS EFFECTS

The Police Department intends to implement a comprehensive Early Intervention System platform to proactively identify potential issues and support officer well-being and professional development. The current system lacks automated mechanisms for department management to systematically monitor and analyze officer performance data. A modern, data-driven platform will help reduce liability exposure through early detection and intervention. This system reinforces departmental values, particularly our core value of professionalism- demonstrated through progressive training, positive attitude and superior performance.

BACKGROUND

As part of the Department's commitment to the principles of fair and impartial policing, the Department revised Policy 1041 governing the Early Warning System in 2021 to incorporate individual officer stop data. In 2022, Council approved $100,000 for a consultant to further improve the system. During the RFP process, the Department, the Police Accountability Board and the Berkeley Police Association identified a need to pivot toward a comprehensive cloud-based Early Intervention System platform. Council approved funding for this subscription service as part of the FY25-26 budget process in June 2024.

In September 2024, the City issued a request for proposals for an Early Intervention System platform. A panel consisting of representatives from the Berkeley Police Department, the Police Accountability Board, and the Berkeley Police Association selected Benchmark Analytics' proposal as the best solution based on their research-based approach, extensive law enforcement experience, and proven platform capabilities.

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

Benchmark Analytics offers a unique, evidence-based Early Intervention System built on research partnerships with the University of Chicago. Their configurable platform will enable BPD to:

- Analyze officer performance data through advanced analytics
- Identify potential issues early through a proven risk assessment model
- Implement targeted interventions and track outcomes
- Maintain comprehensive documentation and reporting capabilities

The platform has proven success in major departments across California and the nation, including the San Jose Police Department, San Francisco Police Department, Baltimore Police Department, and Charlotte-Mecklenburg Police Department. The system's track record in these jurisdictions demonstrates its effectiveness in supporting officer development and risk management in diverse agency contexts.

ALTERNATIVE ACTIONS CONSIDERED

The Department considered both consulting services to improve the current system and early intervention platforms from other vendors. After thorough evaluation, Benchmark Analytics' research-based platform offered the most comprehensive and proven solution for BPD's needs.

CONTACT PERSON

Jen Louis, Chief of Police, (510) 981-5700
Arlo Malmberg, Strategic Planning and Accountability Manager, (510) 981-5747

ATTACHMENTS

1. Resolution

RESOLUTION NO. XX,XXX-N.S.

BENCHMARK ANALYTICS FOR EARLY INTERVENTION SYSTEM PLATFORM

WHEREAS, in accordance with the principles of fair and impartial policing, the Berkeley Police Department revised Policy 1041 governing the Early Warning System in 2021 to incorporate individual officer stop data; and

WHEREAS, in 2022, Council approved funding to improve the Department's early warning system capabilities through external consultation; and

WHEREAS, during the RFP process, and in accordance with the Department's commitment to fair and impartial policing, the Department identified a need for a comprehensive cloud-based Early Intervention System platform to provide automated data analysis and risk assessment capabilities; and

WHEREAS, Benchmark Analytics offers a unique, research-based Early Intervention System platform built in partnership with the University of Chicago and supported by the National Police Early Intervention and Outcomes Research Consortium; and

WHEREAS, the Benchmark Analytics platform will provide BPD with advanced analytics, proven risk assessment models, intervention tracking, and comprehensive reporting capabilities; and

WHEREAS, Council approved ongoing funding for this subscription service as part of the FY25-26 budget process in June 2024; and

WHEREAS, funds are available in the FY 2025 budget in the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments with Benchmark Analytics (Contractor) to provide a cloud-based Early Intervention System platform from February 3, 2025 to February 3, 2027, in an amount not to exceed $200,000 with an option to extend for two additional years, for a total contract amount not to exceed $400,000.

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Jennifer Louis, Chief, Police Department

Subject: Contract No. 100692-5 Amendment: Serological Research Institute for DNA Testing Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 100692-5 and any necessary future amendments with Serological Research Institute (SERI) for the Police Department, increasing the contract amount by $2,000,000 for a total not to exceed $5,000,000 and expand the contract expiration two years from June 30, 2025 to June 30, 2027.

FISCAL IMPACTS OF RECOMMENDATION

Approval supports an ongoing operational expense required for solving criminal cases in a timely manner. The funding for this contract is allocated from the State Proposition 172 Fund and does not impact the General Fund.

CURRENT SITUATION AND ITS EFFECTS

The Berkeley Police Department (BPD) currently contracts with the Serological Research Institute (SERI) for its forensic deoxyribonucleic acid (DNA) testing services. On January 31, 2023, the BPD received unanimous Council approval for a $500,000 amendment to this contract; that additional allocation was exhausted. On September 12, 2023, Council approved an additional $1,000,000 to this contract; that additional allocation has nearly been exhausted. In order to support additional casework, the Department will need approval of an additional $2,000,000 to the existing contract limits set when this contract was amended in September 2023 as well as an extension to the contract, currently set to expire June 30, 2025. This dollar increase and extension will allow the Department to continue to test DNA for criminal investigations. This enables the potential identification of a suspect based on DNA found at a crime scene and may result in the suspect being arrested and charged faster.

It can be difficult to estimate the dollar amount required annually for DNA testing as it can change significantly from year to year based on the DNA collected and volume required to be tested. In order to continue processing DNA evidence to substantiate

charges against suspects, the BPD is requesting the continued authority to spend on these services and the contract extension with SERI.

This essential contract supports our goal to create a resilient, safe, connected, and prepared city and BPD considers it as a Strategic Plan Priority Project.

BACKGROUND

In 2014, the Department entered into a service contract with SERI to obtain their forensic DNA services. SERI was added when two other providers, the Alameda County Sheriff's Crime Laboratory and Forensic Analytical Sciences, Inc. were unable to keep up with increased caseload from the Berkeley Police Department. SERI is accredited through the American Society of Crime Laboratories Directors/Laboratory Accreditation Board. SERI is located in Richmond, CA and provides state of the art forensic services, laboratory analysis and expert testimony for its clients.

While maintaining compliance with the Federal Bureau of Investigations, Quality Assurance Standards for Forensic DNA Testing, SERI has consistently provided the fastest case turnaround times of our three contracted vendors. SERI has helped minimize DNA testing backlogs the department was experiencing with other vendors. Fast DNA testing turnaround times help the department identify serious violent offenders and helps solve criminal cases faster. SERI was originally intended to be an additional DNA Laboratory. However, due to the high level of service provided, they have become our primary provider. During this time, the investigative demand for their services has increased based on several factors including improved DNA recovery techniques and new legislative requirements.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Serological Research Institute provides and maintains an extensive online test request submission and product ordering options. These online forms reduce the amount of paper required to forward and process requests.

RATIONALE FOR RECOMMENDATION

The cost associated with DNA testing services is an operational expense for which the Berkeley Police Department is currently responsible. In an effort to solve criminal cases as fast as practical and potentially limit further victimization, the BPD continues to utilize these services. An amendment to increase funds and extend the contract term will allow the Department to continue to meet the DNA testing requirements of its investigations.

ALTERNATIVE ACTIONS CONSIDERED
Stop the use of this contract and allow DNA testing to be submitted to the county crime laboratory which has extensive testing backlogs and limited availability to accept additional casework which would delay solving violent criminal cases and possibly lead to them not being solved and prosecuted.

CONTACT PERSON
Jennifer Louis, Chief of Police, 510-981-5700

Attachment:
1: Resolution

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

Contract No. 100692-5 Amendment: Serological Research Institute for DNA Testing Services

WHEREAS, the Berkeley Police Department is responsible for the investigation of criminal cases in Berkeley; and

WHEREAS, closure of criminal investigations will bring relief to the families of the victims and reduce fear in the community; and

WHEREAS, the use of forensic deoxyribonucleic acid (DNA) testing is essential to solving violent crimes; and

WHEREAS, the Department primarily enlists the services of Serological Research Institute for the timely processing of DNA testing; and

WHEREAS, it is essential to have an accredited laboratory in order to ensure the consistent processing of DNA evidence; and

WHEREAS, the Berkeley Police Department has identified DNA testing services as an operational expense for which the Department is responsible and funds from the State Proposition 172 Fund will be the primary source of funding.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment to Contract No. 100692-5 and any necessary future amendments with Serological Research Institute (SERI) for the Police Department, increasing the contract amount by $2,000,000 for a total not to exceed amount of $5,000,000 and extending the contract expiration from June 30, 2025 to June 30, 2027.

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Jennifer Louis, Chief, Police Department

Subject: Contract No. 31900143 Amendment: Passport Labs Incorporated for a Parking Management System

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 31900143 and any necessary future amendments with Passport Labs Inc. to provide a Parking Management System for the Police Department, extending the term by another 18 months to August 4, 2027 and increasing this contract by $2,000,000 for a total not to exceed $7,365,545.

FISCAL IMPACTS OF RECOMMENDATION

In 2019, City Council adopted Resolution No. 68,633-N.S. authorizing a five-year contract with Passport Labs Inc. for a total not to exceed $2.87 million. This contract is associated with a contra revenue account that absorbs the citation processing, permit, and collection fees to support the contract. The projected fees to be absorbed by the contra revenue account over the duration of the contract was $5,365,545. These fees fluctuate depending on the number of citations and permits that are issued, payments received, and delinquent citations being sought. The additional contract duration and dollar amounts will allow a seamless transition to a follow-on contract.

CURRENT SITUATION AND ITS EFFECTS

The City's contract with Passport Labs Inc. for parking citation management was set to expire on February 4, 2024. On January 30, 2024, Council approved a two-year contract extension and additional appropriation for the performance of this contract for a total not to exceed $5,365,545. In order to complete a new Parking Management System Request for Proposal (RFP), review and award, additional appropriations of the existing contract are necessary. The previous RFP required almost 12 months to bid, review, and award. Implementation may require six additional months to acquire necessary equipment and software set-up in the City of Berkeley Finance system to ensure robust reporting and multiple systems integration. This will also allow for additional time to ramp up as well as maintain the existing contract to allow for overlap of services when and if, a transition requires months of system validations.

BACKGROUND
The Parking Management System RFP will require the development of contract specifications developed by the City of Berkeley, key stakeholders from Customer Service, Finance, Police, Public Works, and the Information Technology Departments. In order to allow sufficient time to bid and award a new contract, additional appropriations of the existing contract are necessary.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
The current Parking Management System from Passport Labs Inc., allows the ability for customers to purchase permits and make payments online which may result in reduced Green House Gas emissions from customers and residents. The PMS also utilizes electronic records, which may result in the reduction of paper and other resources.

RATIONALE FOR RECOMMENDATION
Without this contract, the City of Berkeley would not be able to continue the issuance, processing, and collection of parking violations occurring within the City of Berkeley. This would also include the revenue generated for the City of Berkeley staff in various facets of the parking program.

The Passport Labs Inc. contract provides citation processing, collections services, and various customer service resources to support the City Parking Management System and the associated revenue to the City of Berkeley. This contract also assists in support of council directives to implement parking and enforcement programs in support of the expanded Citywide Residential Preferential Parking (RPP) Program, football and special event parking, and citation payment programs.

Passport's Enforcement and Permitting platform allows the City of Berkeley staff to use mobile handheld ticketing processes, online citation payments, digital permitting, end-to-end citation processing and collections, and the industry's most data-driven backend management software.

ALTERNATIVE ACTIONS CONSIDERED
Taking no action would end the contract with Passport before a new RFP is issued, developed, and implemented, thus ending the City of Berkeley's ability to support the Parking Management Program and capture the revenue generated to support parking operations, including staff costs reliant upon this revenue stream.

CONTACT PERSON
Jennifer Louis, Chief of Police, 510-981-5700

Attachment:
1: Resolution

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

Contract No. 31900143 Amendment: Passport Labs Incorporated for a Parking Management System

WHEREAS, the City of Berkeley executed contract No. 31900143 to Passport Labs Incorporated for a Parking Management System beginning February 4, 2019 expiring on February 4, 2024; and

WHEREAS, the original contract was authorized by the City Council of the City of Berkeley under resolution #68,633-N.S. for five years and not to exceed $2,870,000 contract; and

WHEREAS, on January 30, 2024 the City Council of the City of Berkeley approved a two-year contract extension and additional appropriations not to exceed $5,365, 545; and

WHEREAS, this contract is associated with a contra revenue account that absorbs the citation processing, permit and collection fees to support this contract; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract amendment to Contract No. 31900143 and any necessary future amendments with Passport Labs Incorporated to extend the term by another 18 months to August 4, 2027 and increase this contract by $2,000,000 for a total not to exceed $7,365,545.

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Office of the City Manager

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Public Works

Subject: Agreements with Union Pacific Railroad for Reimbursement for Construction of Safety Improvements for Pedestrians, Cyclists and Vehicular Traffic at Addison and Bancroft railroad crossings

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute two reimbursement agreements and any amendments with Union Pacific Railroad Company (UPRR) to construct all necessary safety improvement elements at Addison Street and Bancroft Way railroad crossings subject to reimbursement by the City for actual costs incurred.

FISCAL IMPACTS OF RECOMMENDATION

There will be no fiscal impact to the City. The developers of the projects triggering the safety improvements are responsible for all actual costs and expenses for the UPRR parties performance of the safety improvement work at the two railroad crossings. There are separate agreements with the two developers regarding payment of actual costs of the safety improvements

CURRENT SITUATION AND ITS EFFECTS

Berkeley Commons is the owner of 600 Addison, and Steelwave Development is the owner of 747 Bancroft. Their projects are next to the railroad crossings at Addison Street and Bancroft Way. Berkeley Commons is constructing the Berkeley Commons research and development campus, which includes two buildings with a combined gross floor area of 470,986 square feet and two parking structures providing a total of 943 spaces on an approximately 8.5-acre industrial site. Steelwave is constructing a new development at 747 Bancroft Way, which consists of a 159,143-square-foot, three-story building containing 124,539 square feet of research and development space and 34,604 square feet of light manufacturing space, and a surface parking lot containing 76 off-street parking spaces and five loading spaces.

Both of these developments are subject to certain conditions of approval which requires them to coordinate with the UPRR, the California Public Utilities commission (CPUC) and the City to implement safety improvements of all travelers at the railroad crossings at Addison and Bancroft.

The mitigation measures for the two projects will result in safety improvements for all modes of travel across the Addison Street and Bancroft Way railroad crossings. Executing this agreement will support the City's Strategic Plan Goal of creating a resilient, safe, connected, and prepared City.

BACKGROUND

Developers are responsible for the need to implement project-triggered safety improvements across railroad crossings. UPRR has a strict policy of being in charge of implementing any work along their operating corridor, in this case those triggered by the two developments across railroad crossings at Addison Street and Bancroft Way. UPRR does not enter into agreements with private entities, therefore in order to support the development projects and implementation of these safety improvements the City will enter into an agreement with the UPRR on behalf of the developers with the developers agreeing to pay all the final UPRR costs associated with these improvements. Separate agreements between the city and the two developers regarding their payment of the final costs of the safety improvements have already been completed.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

In light of the upcoming research and development employment centers near the Addison and Bancroft railroad crossings, it is anticipated that implementation of the safety improvements will encourage non-motorized traffic. This is expected to have a positive impact on the environment.

RATIONALE FOR RECOMMENDATION

In order to construct required safety improvements within the UPRR operating corridor, a construction and maintenance agreement is required by UPRR as well as CPUC.

ALTERNATIVE ACTIONS CONSIDERED

UPRR requires a construction and maintenance agreement in order to implement safety improvements on City streets which cross their operating corridor, so no other alternatives were feasible.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works, 510-981-6396

Attachments:
1: Resolution
2: Reimbursement Agreements with UPRR for Addison Street Crossing
3: Reimbursement Agreements with UPRR for Bancroft Way Crossing

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

REIMBURSEMENT AGREEMENTS WITH UNION PACIFIC RAILROAD

WHEREAS, Berkeley Commons is engaged in the development of certain real property located at 600 Addison Street in City of Berkeley; and

WHEREAS, Steelwave is engaged in the development of certain real property located at 747 Bancroft Way in City of Berkeley; and

WHEREAS, As part of the improvements for these two projects, safety improvements need to be constructed at Addison Street/Union Pacific Railroad crossing and at Bancroft Way/Union Pacific Railroad crossing; and

WHEREAS, Berkeley Commons and Steelwave will be responsible for paying for the costs of the safety improvements; and

WHEREAS, Union Pacific Railroad (UPRR) will be constructing the safety improvements at Addison Street and at Bancroft Way; and

WHEREAS, In order for the construction of these required improvements to proceed, the City must to enter into Construction and Maintenance agreements with UPRR;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that City Manager is authorized to execute two reimbursement agreements (Attachments 1 and 2) and any amendments with UPRR to reimburse UPRR actual costs incurred in connection with traffic safety improvement work at Addison St. and at Bancroft Way intersections with UPRR crossings.

UP Real Estate Project No.: 0770512

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Addison Street
DOT 751177P
MP 6.14 – Martinez Subdivision
Berkeley, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 (”Railroad") and **CITY OF BERKELEY**, a municipal corporation or political subdivision of the State of California to be addressed at 1947 Center Street, 2nd Floor, Berkeley, California 94704 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad’s property for the existing at grade public road crossing over Addison Street, DOT Number 751177P at Railroad’s Milepost 6.14 on Railroad’s Martinez Subdivision at or near Berkeley, Alameda County, California.

The Political Body now desires to undertake as its project (the “Project”) the widening of the existing at grade public road crossing to accommodate the reconstruction of sidewalks. The road crossing, as widened is hereinafter the “Roadway.”

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the widening of the Roadway. The portion of Railroad’s property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad’s location print marked **Exhibit A** attached hereto and hereby made a part hereof (the “Crossing Area”).

In support of its Project, the Political Body has requested the Railroad’s cooperation in connection with upgrading grade crossing protection devices in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the “Designs”). Said work is to be performed at the sole expense of Political Body.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **THREE THOUSAND DOLLARS ($3,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and

obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0770512

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated May 31, 2023, June 21, 2023, and September 28, 2023, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is Seven Hundred Eighty Four Thousand Three Hundred Forty One Dollars ($784,341.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within six (6)

months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad’s Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad’s Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the “Plans”. The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities

under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the original agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing, shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. ANNUAL SIGNAL MAINTENANCE FEE

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the Political Body, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of **Exhibit B**, agrees to pay to Railroad the sum of Twenty Two Thousand Five Hundred Thirty Eight Dollars ($22,538.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit F**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the Political Body must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the Political Body fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual

signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF BERKELEY

By: _____
Printed Name: _____
Title: _____

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)

LEGEND:

PROPOSED IMPROVEMENTS



ADDISON STREET RAILROAD CROSSING IMPROVEMENTS

BERKELEY COMMONS RAILROAD IMPROVEMENTS

BKF
2100 FRANKLIN ST
SUITE #4C
OAKLAND, CA 94612
(510) 899-7300
www.bkf.com

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimates.

Material And Force Account Estimate

Berkeley

Estimate Number: 144046 Version: 1

Standard Rates: **Labor Additive = 70%**

Estimate Good Until 05/31/24

Location: MARTINEZ SUB, NO 1, 6.12-6.16

Description of Work: 751177P 3rd St Berkeley CA 6.14 Martinez Sub

Prepared For: Berkeley

Buy America: No

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	23,942.00	23,942	0	23,942	0	23,942
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,276.02	0	1,276	1,276	0	1,276
					Sub-Total =	**23,942**	**3,076**	**27,018**	**0**	**27,018**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
					Sub-Total =	**11,450**	**0**	**11,450**	**0**	**11,450**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	40	TF	56.82	2,273	0	2,273	0	2,273
	TRACK	Remove Track	40	TF	22.28	891	0	891	0	891
					Sub-Total =	**3,164**	**0**	**3,164**	**0**	**3,164**
SITE WORK - CONTRACT										
		Asphalt	1	LS	37,000.00	0	37,000	37,000	0	37,000
					Sub-Total =	**0**	**37,000**	**37,000**	**0**	**37,000**
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	25,000.00	0	25,000	25,000	0	25,000
					Sub-Total =	**0**	**25,000**	**25,000**	**0**	**25,000**
Total Wgt. in Tons =					**Totals =**	**38,556**	**65,076**	**103,632**	**0**	**103,632**

Grand Total = $103,632

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Berkeley will pay actual construction costs at the current rates effective thereof.

Material And Force Account Estimate
Lane Partners

Estimate Creation Date: 6/7/2023 Number: 144226 Version: 1

Estimate Good Until 06/21/24

Location: MARTINEZ SUB, NO 1, 2.33-7
Buy America: No

Description of Work: Martinez Sub MP 6.14 Berkeley, CA 3rd St & Addison St DOT#751177P WO#604469 PID#115302 100% Recollectable

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
SIGNAL							
	Gang Day - 5 Man	2	EA	7,500.00	15,000	0	15,000
	Xing - 2 Trk CWE w/Gates	1	EA	152,876.00	48,800	104,076	152,876
	Xing - Dax Cable 1000'	2.5	EA	6,440.00	10,000	6,100	16,100
	Xing - Flasher/Ped (pair)	1	LS	57,560.00	16,000	41,560	57,560
PPEC Project Mgmt	Xing - Misc.	1	LS	15,000.00	0	15,000	15,000
	Xing - Sidelight	1	EA	907.00	0	907	907
	Xing - Track Card (Main and Stand-by) New Cable	1	EA	12,889.00	6,000	6,889	12,889
	Xing - Remove Location (Gates/Cants)	1	LS	4,000.00	4,000	0	4,000
Security Fencing	Xing - Misc.	1	LS	16,000.00	0	16,000	16,000
	Xing - Engineering Design	1	LS	9,365.95	9,366	0	9,366
	Xing - Boring	1	LS	10,000.00	0	10,000	10,000
	Xing - Fill/Rock/Gravel	1	LS	60,000.00	0	60,000	60,000
Standard 224.45%	Xing - Labor Additive	1	LS	245,025.00	245,025	0	245,025
	Xing - Meter Service	1	LS	5,000.00	0	5,000	5,000
				Sub-Total =	**354,191**	**265,532**	**619,723**
PROJECT LEVEL COST							
5% Contingency	Contingency	5	%	6,197.23	17,710	13,277	30,986
				Sub-Total =	**17,710**	**13,277**	**30,986**
				Totals =	**371,901**	**278,809**	**650,709**

Grand Total = $650,709

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 9/28/2023

LOCATION:	**SUBDIVISION**	**STATE:**
Berkeley, CA		
DOT: 751177P	**Martinez**	**CA**

DESCRIPTION	**LABOR**	**MATERIAL**	**UP %0**	**Agency % 100**	**TOTAL**
ENGINEERING					
Project Management	$ 7,500	$ -	$ -	$ 7,500.00	**$ 7,500**
Construction Management	$ 20,000	$ -	$ -	$ 20,000.00	**$ 20,000**
Final Inspection	$ 2,500	$ -	$ -	$ 2,500.00	**$ 2,500**
FLAGGING / INSPECTION SERVICES					
RATE (per day)	$ 1,500				
TOTAL PROJECT:	**$ 30,000**	**$ -**	**$ -**	**$ 30,000.00**	**$30,000**

TOTAL ESTIMATED COST: **$30,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging is NOT included in this estimate. Agencies are instructed to follow Union Pacific's Third Party Flagging Policy. Please utilize the following link to Union Pacific's Third Party Flagging Policy:
https://www.up.com/real_estate/third-party-flagging/index.htm

Contractor's Right of Entry Public
Projects Form Approved 02/09/2022

EXHIBIT D

TO

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad’s property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until_____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Project No. 0770512

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor’s modifications, negligence, or any other reason arising from the Contractor’s presence on the Railroad’s property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

LEGEND:

PROPOSED IMPROVEMENTS



ADDISON STREET RAILROAD CROSSING IMPROVEMENTS

BERKELEY COMMONS RAILROAD IMPROVEMENTS

BKF
2100 FRANKLIN ST
SUITE #4C
OAKLAND, CA 94612
(510) 899-7300
www.bkf.com

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

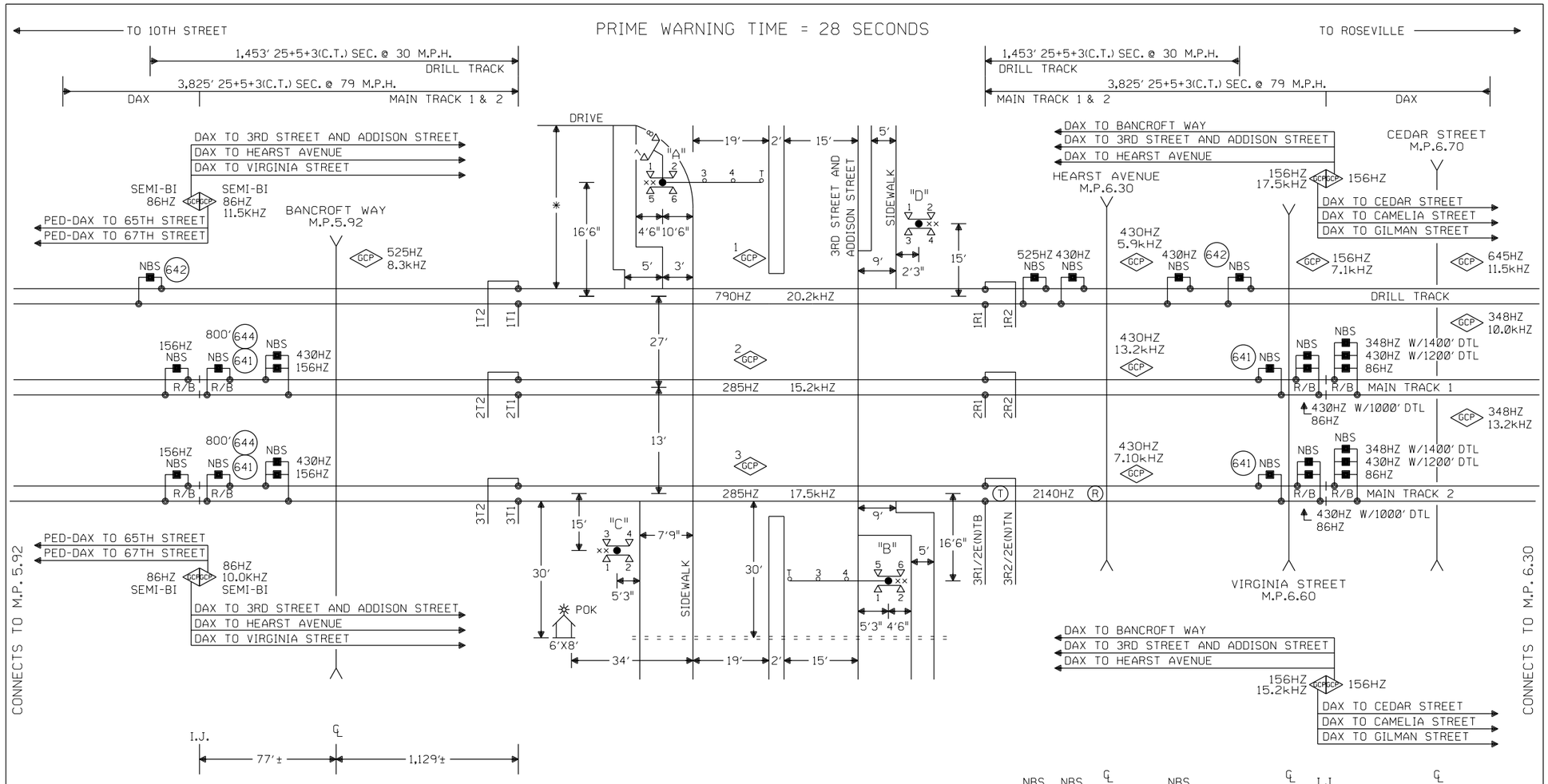
J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT E
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit E (if applicable) will be signal design schematic



NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH, LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 80' CONDUIT

LIGHTS: LED LIGHTS

xx = BELL

TRK 1 ISLAND DISTANCE 153' MINIMUM 120' REQUIRED

TRK 2 ISLAND DISTANCE 153' MINIMUM 120' REQUIRED

TRK 3 ISLAND DISTANCE 153' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

W(S) ◄——○——► E(N)

CONSTRUCTION NOTES:

1.) INSTALL AS A CORRIDOR PROJECT WITH BANCROFT WAY M.P. 5.92 (WO#60487)

2.) ORDER THE FOLLOWING FOR THIS LOCATION:
(1) 80413 RIO MODULE FOR THE GCP-5000
(1) TAB 701 PSO 4000 TRANSMITTER 2140HZ

3.) ORDER THE FOLLOWING FOR M.P. 6.30:
(1) TAB 702 PSO 4000 RECEIVER 2140HZ
(1) SIEMENS PART #7A355 2140HZ TUNED RECEIVER COUPLER
(2) TAB 641 NBS'S (430HZ) AND INSTALL 1 AT THE END OF EACH OF THE DRILL TRACK APPROACHES REPLACING THE EXISTING HWS'S.

4.) ORDER (1) TAB 640 NBS (156HZ) AND INSTALL AT THE END OF THE EASTBOUND DRILL TRACK APPROACH FOR M.P. 6.60, REPLACING THE EXISTING HWS'S.

5.) ✳ = FIELD VERIFY DISTANCE

MATERIAL NOTES; DELETE UPON "AC"

(6X8) 6X8 ALUMINUM CABIN U.P. PART #520-0185

NEW SHEET

Designed: 09/13/22
INSTALL NEW HOUSE, GATES, FLASHERS AND CWT AT M.P. 6.14 CORRIDOR PROJECT WITH WO# 60487
WO#60469
Rec'd ISs
NST/ANM

MODIFICATION LEVEL	
O. A. LAST LEVEL CHECKED	DW
LAST LEVEL MOD THIS TYPICAL	DW
LAST LEVEL BY DESIGNER	DW
CHANGED FROM TYPICAL?	Y

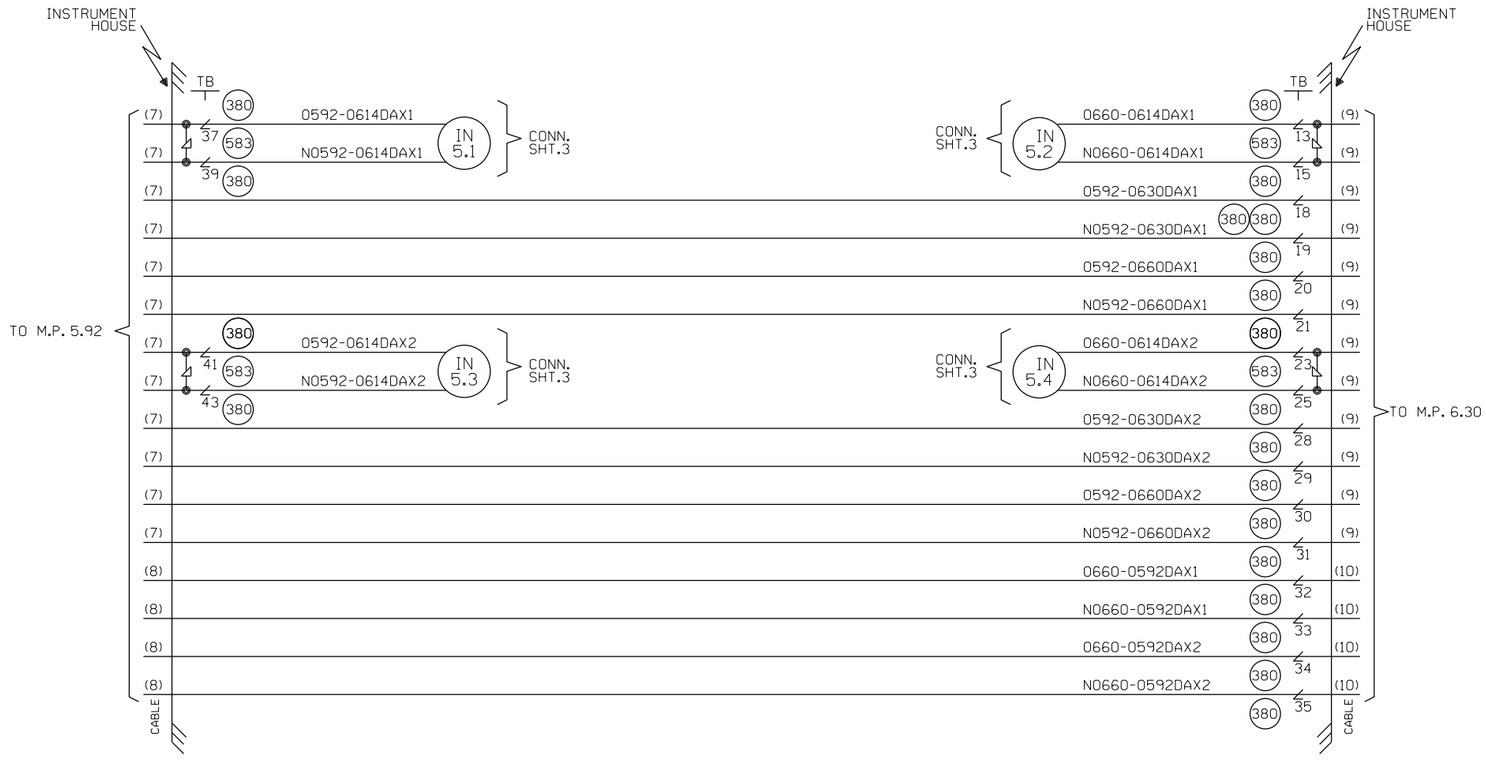
REV 03.28.22 5K 2TKUGTYP.1

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 09/13/22
Des: NST
Chk:
AFE: 60469

UNION PACIFIC RAILROAD
BERKELEY, CALIFORNIA
3RD STREET AND ADDISON STREET
MARTINEZ SUBDIVISION
Office of AVP Engineering - Signal Omaha, Nebraska

Sh.: 1
DOT 751177P
MP: 6.14
ID: 0910614.1X



CABLE TABULATION

CABLE NO. 7 12C#14 U.G.B.T. HOUSE TO M.P. 5.92
CABLE NO. 8 7C#14 U.G.B.T. HOUSE TO M.P. 5.92
CABLE NO. 9 12C#14 U.G.B.T. HOUSE TO M.P. 6.30
CABLE NO. 10 7C#14 U.G.B.T. HOUSE TO M.P. 6.30

NEW SHEET

Designed: 09/13/22
INSTALL NEW HOUSE, GATES, FLASHERS AND CWT AT M.P. 6.14 CORRIDOR PROJECT WITH WO# 60487
Rec'd: WO#: 60469
IS: / /NST/ANM
rev 03.28.22 5K 2TKUGTYP.1

MODIFICATION LEVEL	
O.A. LAST LEVEL CHECKED	DW
LAST LEVEL MOD THIS TYPICAL	DW
LAST LEVEL BY DESIGNER	DW
CHANGED FROM TYPICAL?	Y

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 09/13/22
Des: NST
Chk:
AFE: 60469

UNION PACIFIC RAILROAD
BERKELEY, CALIFORNIA
3RD STREET AND ADDISON STREET
MARTINEZ SUBDIVISION
Office of AVP Engineering - Signal Omaha, Nebraska

Sh.: 1A
DOT 751177P
MP: 6.14
ID: DS10614.1AX

EXHIBIT F
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit F (if applicable) will be the annual signal maintenance fee

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS

BUILDING AMERICA®

FOR PID # 115302

BY THE UNION PACIFIC RAILROAD

STREET	3rd ST & ADDISON ST
TOWN	BERKELEY, CALIFORNIA
MILEPOST	6.14
SUBDIVISION	MARTINEZ
AAR/DOT NO.	751177P
WORK ORDER#	60469

DESCRIPTION	VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)	2	5	10
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)	1	4	4
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	1	8
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	1	10
GCP/HXP (constant warning device, per track circuit)	15	3	45
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	0	0
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE (SEAR, ETC)*	2	1	2
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	2	2
TOTAL UNIT COUNT			81
PAVEMENT RESTORATION COSTS			(Actual)
Annual Maintenance Cost at $278.25/Unit			$22,538

*UP supplied Unit Value

June 5, 2023

UP Real Estate Project No.: 0783795

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Bancroft Way
DOT 751176H
MP 5.92 – Martinez Subdivision
Berkeley, Alameda County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 (”Railroad") and **CITY OF BERKELEY**, a municipal corporation or political subdivision of the State of California to be addressed at 1947 Center Street, 2nd Floor, Berkeley, California 94704 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad’s property for the existing at grade public road crossing over Bancroft Way, DOT Number 751176H at Railroad’s Milepost 5.92 on Railroad’s Martinez Subdivision at or near Berkeley, Alameda County, California.

The Political Body now desires to undertake as its project (the “Project”) the reconstruction and widening of the existing at grade public road crossing to accommodate the reconstruction of sidewalks and installation of delineators as medians. The road crossing, as reconstructed and widened is hereinafter the “Roadway.”

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad’s property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad’s location print marked **Exhibit A** and the Political Body’s type, size and location prints of the Project marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the “Crossing Area”).

In support of its Project, the Political Body has requested the Railroad’s cooperation in connection with upgrading grade crossing protection devices in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the “Designs”). Said work is to be performed at the sole expense of Political Body.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **THREE THOUSAND DOLLARS ($3,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms

that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0783795

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated May 31, 2023, and June 7, 2023, marked **Exhibit C**, and October 4, 2023 marked **Exhibit C-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is One Million Four Thousand Five Hundred Forty Four Dollars ($1,004,544.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not

commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the original agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing, shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. ANNUAL SIGNAL MAINTENANCE FEE

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the Political Body, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of **Exhibit B**, agrees to pay to Railroad the sum of Thirty Thousand Three Hundred Twenty Nine Dollars ($30,329.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit F**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the Political Body must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the Political Body fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual

signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF BERKELEY

By: _____
Printed Name: _____
Title: _____

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)

LEGEND:

PROPOSED IMPROVEMENTS



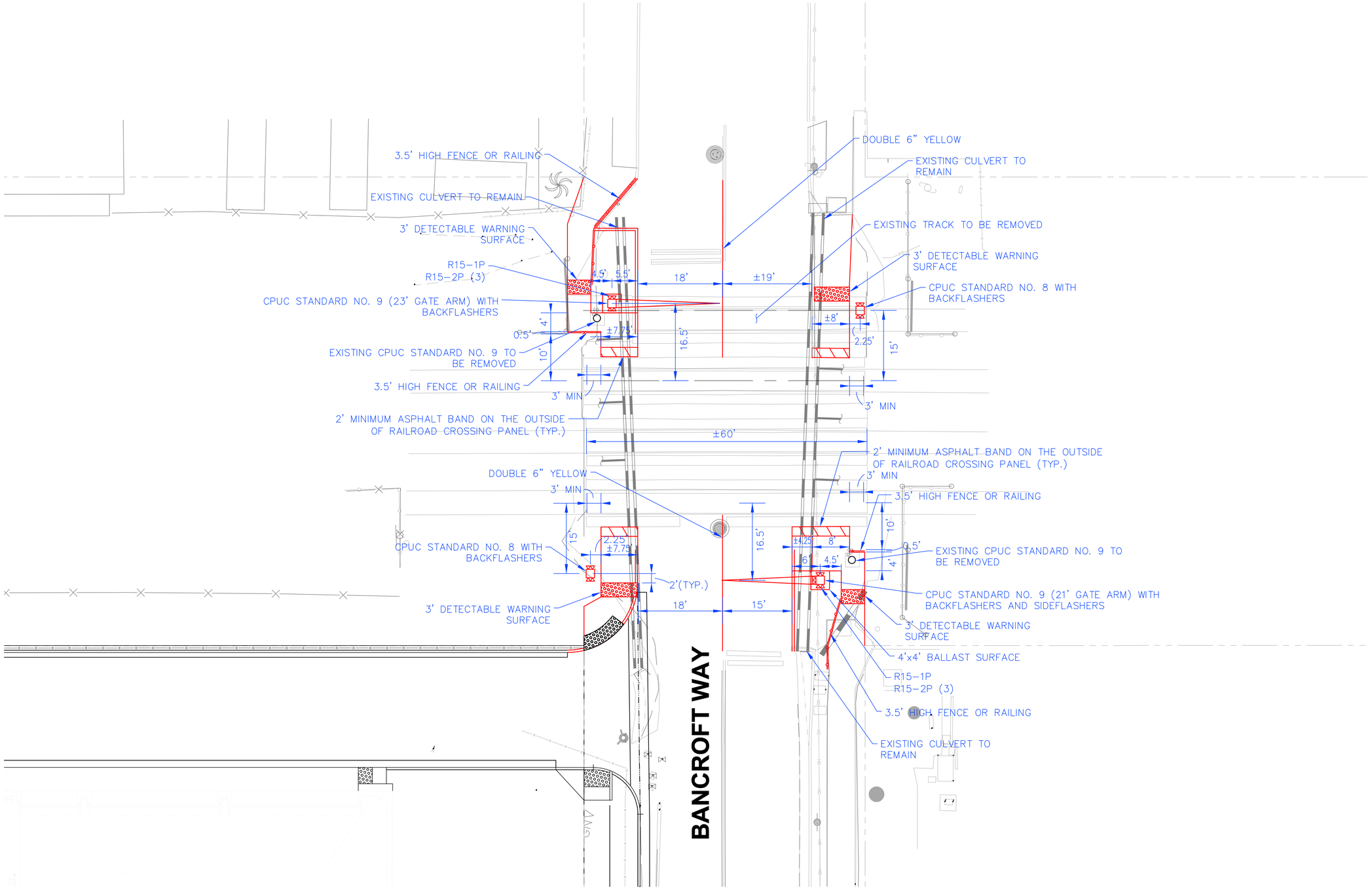
BANCROFT STREET RAILROAD CROSSING IMPROVEMENTS

BERKELEY COMMONS RAILROAD IMPROVEMENTS

BKF
2100 FRANKLIN STREET
SUITE #4C
OAKLAND, CA 94612
(510) 899-7300
www.bkf.com

EXHIBIT A-1
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A-1 will be the Political Body's type, size and location prints of the Project (see Recitals)



GRAPHIC SCALE
10 0 10 20

COPYRIGHT © 2021 BKF ENGINEERS

DRAWING NAME: L:\BKF S\Civil\4\20191091-11 Berkeley_Commons_GOBIERNO\EXHIBITS\Bancroft Crossing\Berkeley Bancroft RR Exhibit.dwg
PLOT DATE: 08-08-22 PLOTTED BY: kwa

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 08/08/2022

BKF ENGINEERS
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

BERKELEY COMMONS RAILROAD IMPROVEMENTS
BANCROFT WAY
CITY OF BERKELEY, ALAMEDA COUNTY

CPUC LAYOUT EXHIBIT

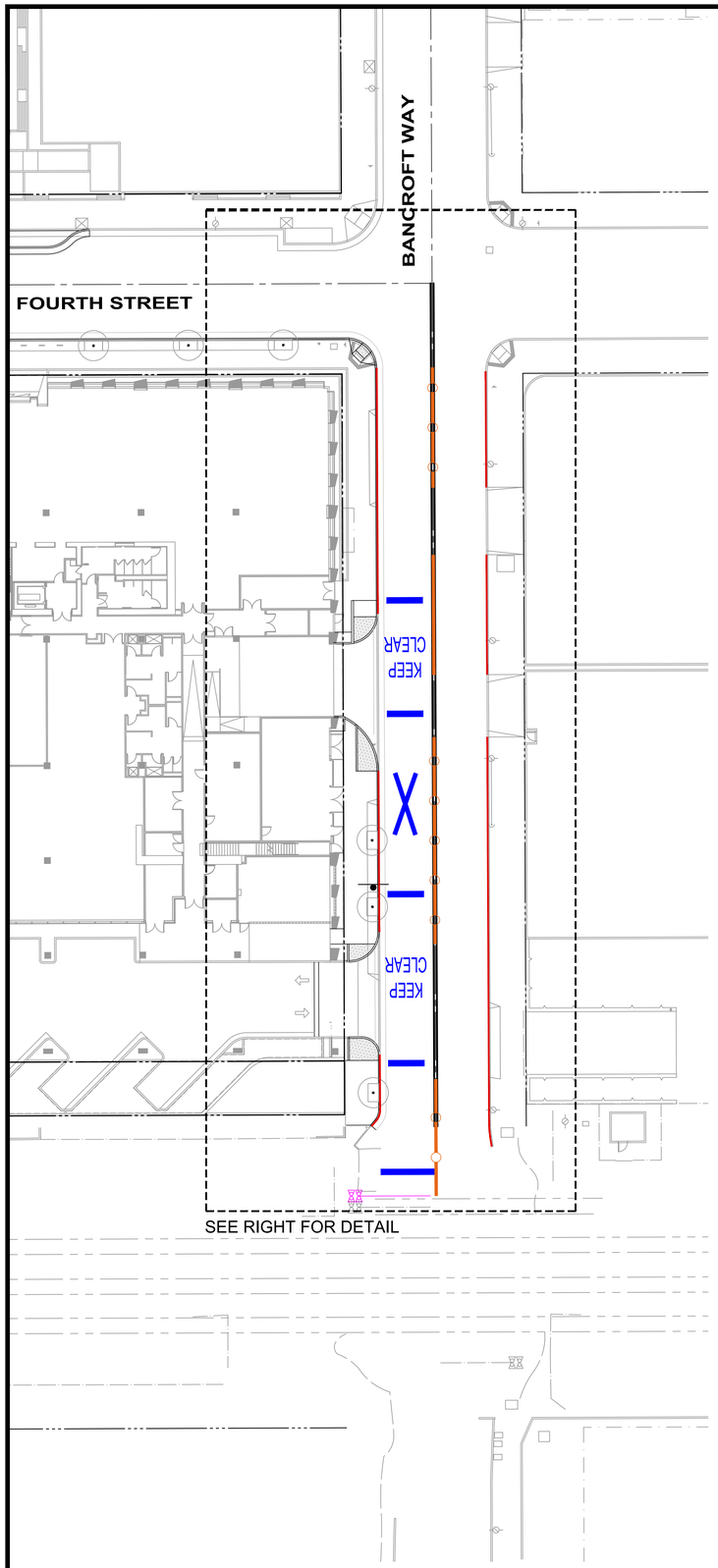
No.	Revisions

Date: 8/8/2022
Scale: AS SHOWN
Design: JW
Drawn: AL
Approved: JB
Job No: 20191091

Drawing Number:

OF

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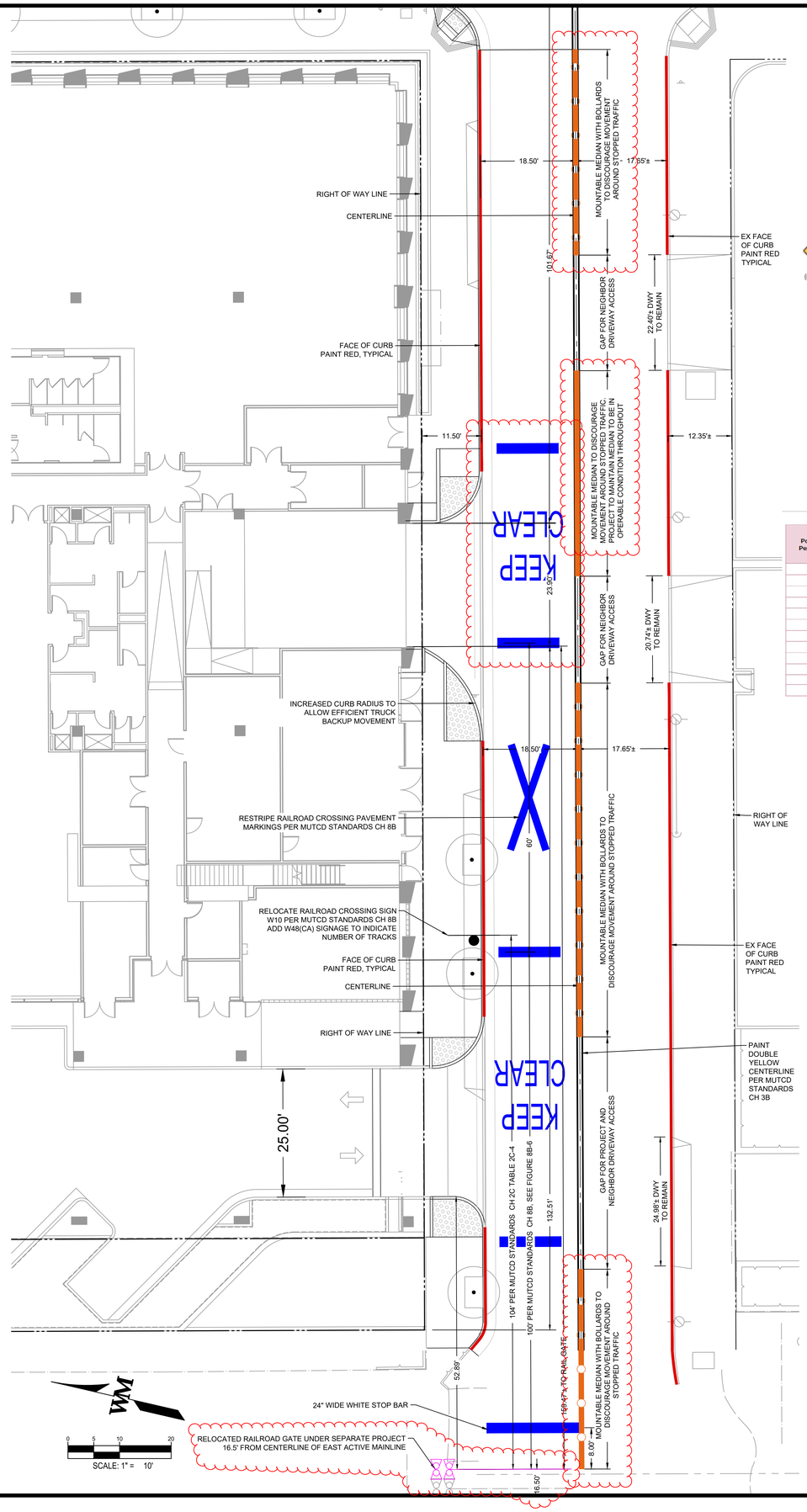


Figure 8B-6. Example of Placement of Warning Signs and Pavement Markings at Grade Crossings

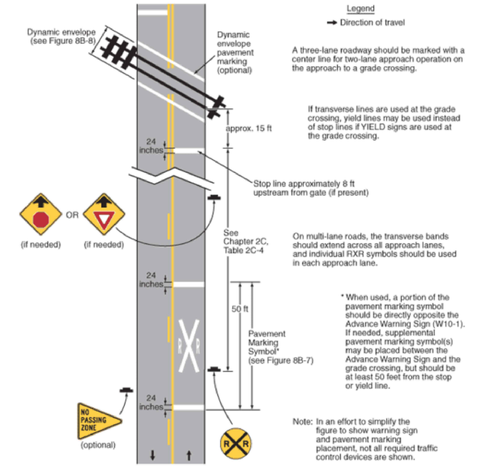


Table 2C-4. Guidelines for Advance Placement of Warning Signs

Posted or 85th-Percentile Speed	Advance Placement Distance[1]								
	Condition A: Speed reduction and lane changing in heavy traffic[2]	Condition B: Deceleration to the listed advisory speed (mph) for the condition							
		0[3]	10[4]	20[4]	30[4]	40[4]	50[4]	60[4]	70[4]
20 mph	225 ft	100 ft[6]	N/A[5]	—	—	—	—	—	—
25 mph	325 ft	100 ft[6]	N/A[5]	N/A[5]	—	—	—	—	—
30 mph	460 ft	100 ft[6]	N/A[5]	—	—	—	—	—	—
35 mph	565 ft	100 ft[6]	N/A[5]	N/A[5]	—	—	—	—	—
40 mph	670 ft	125 ft	100 ft[6]	N/A[5]	—	—	—	—	—
45 mph	775 ft	175 ft	125 ft	100 ft[6]	100 ft[6]	N/A[5]	—	—	—
50 mph	885 ft	250 ft	200 ft	175 ft	125 ft	100 ft[6]	—	—	—
55 mph	990 ft	325 ft	275 ft	225 ft	200 ft	125 ft	N/A[5]	—	—
60 mph	1,100 ft	400 ft	350 ft	325 ft	275 ft	200 ft	100 ft[6]	—	—
65 mph	1,200 ft	475 ft	450 ft	400 ft	350 ft	275 ft	200 ft	100 ft[6]	—
70 mph	1,250 ft	550 ft	525 ft	500 ft	450 ft	375 ft	275 ft	150 ft	—
75 mph	1,350 ft	650 ft	625 ft	600 ft	550 ft	475 ft	375 ft	250 ft	100 ft[6]

WARE MALCOMB
CIVIL ENGINEERING
4683 chabot dr
suite 300
pleasanton, ca 94588
p 925.244.9620
waremalcomb.com

FOR AND ON BEHALF OF WARE MALCOMB

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747 BANCROFT

BERKELEY, CALIFORNIA

OFFSITE IMPROVEMENTS
FOR RAILROAD AND CPUC REVIEW

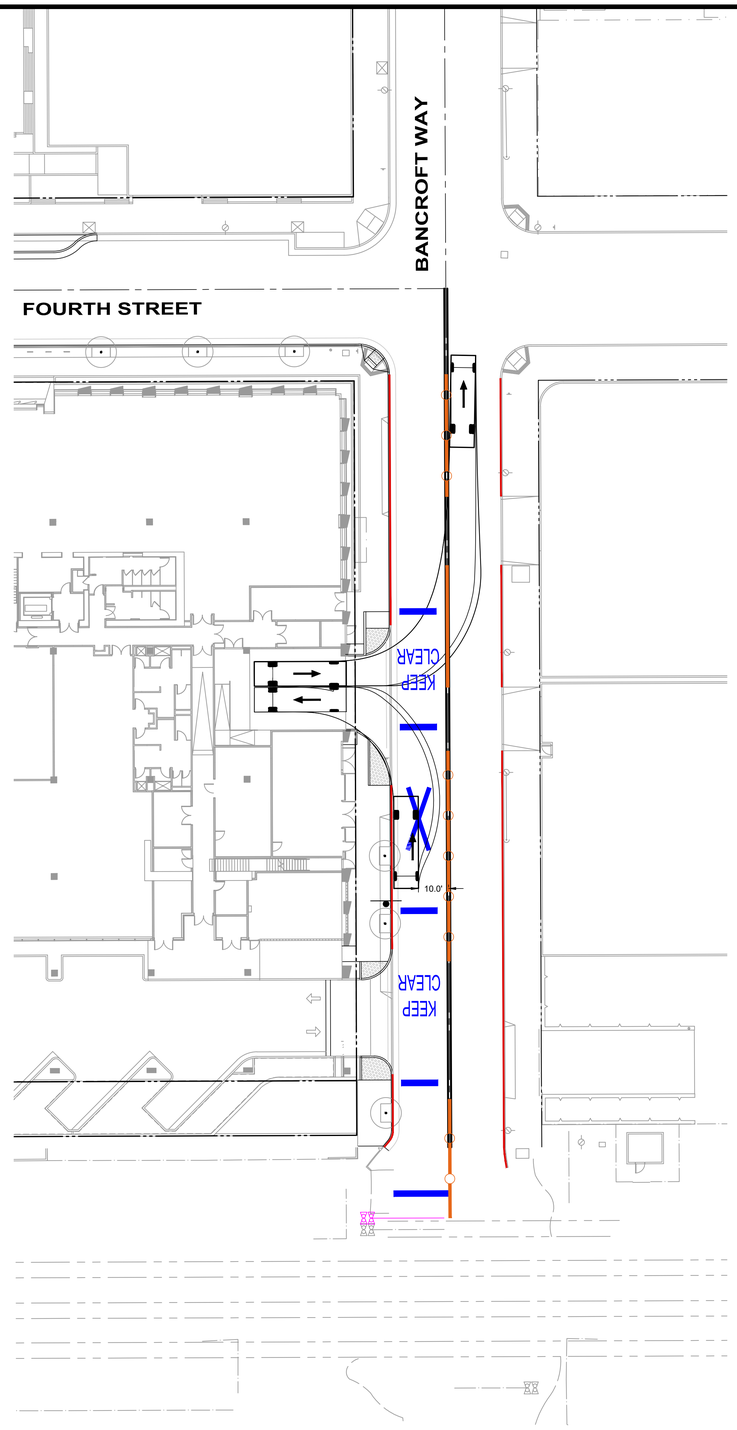
NO.	DATE	REMARKS
	06.09.2023	

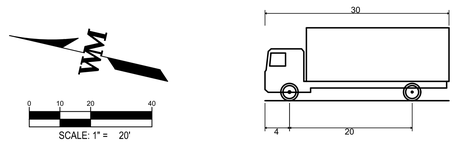
JOB NO.:	SNR21-4002
PA / PM:	M. MURPHY
DESIGNED:	STAFF
DATE:	June 2023
PLOT DATE:	

SHEET
EX-1
Sheet 1 of 1

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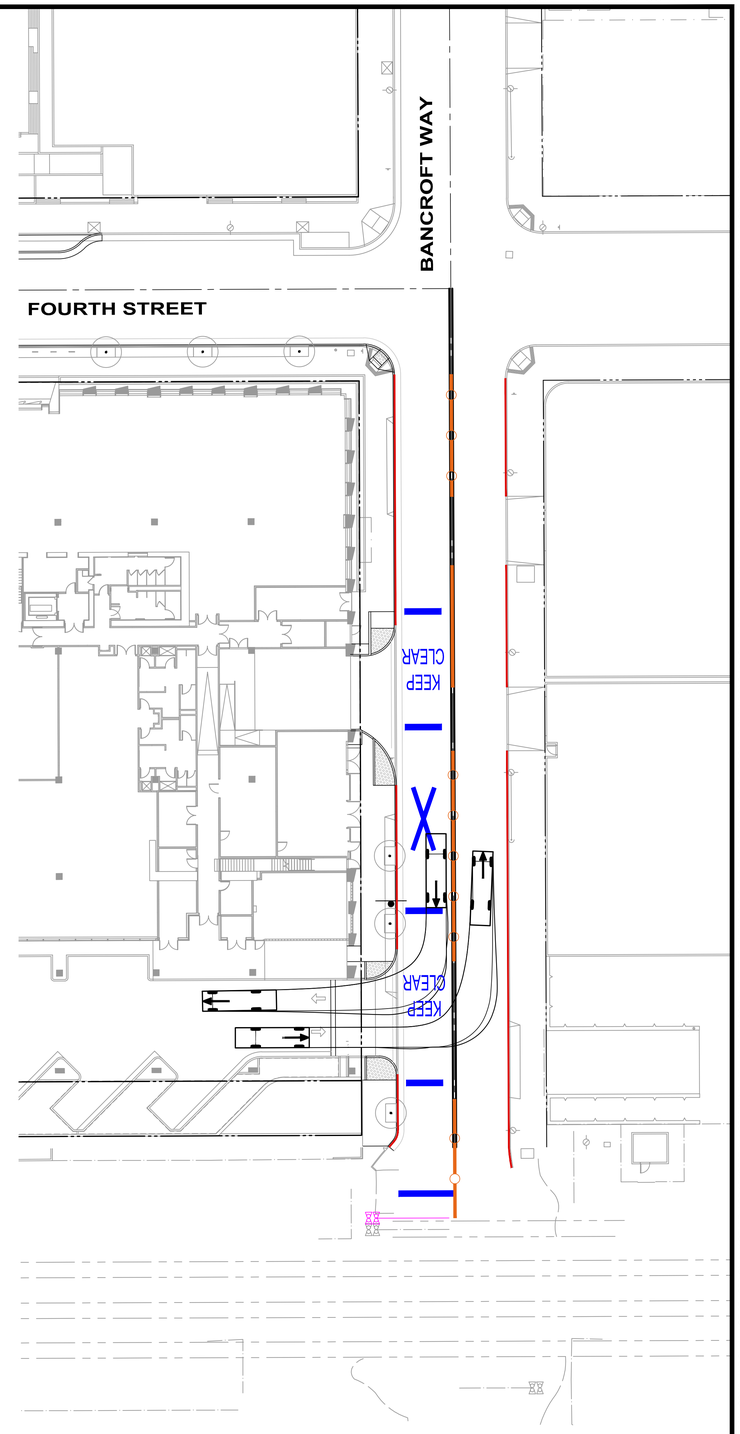


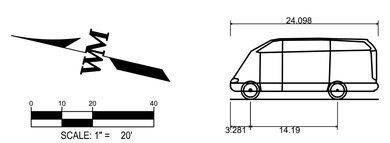


SU - Single Unit Truck

Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	11.881ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	42.000ft

DETAIL 2 - SU-30 TRUCK MOVEMENT AT LOADING DOCK





Mercedes Sprinter Panel Van 518CDI Extra Long Super High Roof

Overall Length	24.098ft
Overall Width	6.539ft
Overall Body Height	9.942ft
Min Body Ground Clearance	1.312ft
Track Width	6.539ft
Lock-to-lock time	5.00s
Wall to Wall Turning Radius	25.591ft

DETAIL 1 - DELIVERY TRUCK MOVEMENT AT DRIVEWAY

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4683 chabot dr
suite 300
pleasanton, ca 94588
p 925.244.9620
waremalcomb.com

FOR AND ON BEHALF OF WARE MALCOMB

747 BANCROFT

BERKELEY, CALIFORNIA

OFFSITE IMPROVEMENTS
FOR RAILROAD AND CPUC REVIEW

NO.	DATE	REMARKS
	06.09.2023	

JOB NO.:	SNR21-4002
PA / PM:	M. MURPHY
DESIGNED:	STAFF
DATE:	JUNE 2023
PLOT DATE:	6/02/23

SHEET
EX-1.1
Sheet 1 of 1

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NOT FOR CONSTRUCTION

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimates.

Material And Force Account Estimate

Berkeley

Estimate Number: 144048 Version: 1

Standard Rates: **Labor Additive = 70%**

Estimate Good Until 05/31/24

Location: MARTINEZ SUB, NO 1, 5.9-5.94

Description of Work: 751176H Bancroft Way Berkeley CA 5.92 Martinez Sub

Prepared For: Berkeley

Buy America: No

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	23,942.00	23,942	0	23,942	0	23,942
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,276.02	0	1,276	1,276	0	1,276
					Sub-Total =	**23,942**	**3,076**	**27,018**	**0**	**27,018**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
					Sub-Total =	**11,450**	**0**	**11,450**	**0**	**11,450**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	40	TF	56.82	2,273	0	2,273	0	2,273
	TRACK	Remove Track	40	TF	22.28	891	0	891	0	891
					Sub-Total =	**3,164**	**0**	**3,164**	**0**	**3,164**
SITE WORK - CONTRACT										
		Asphalt	1	LS	37,000.00	0	37,000	37,000	0	37,000
					Sub-Total =	**0**	**37,000**	**37,000**	**0**	**37,000**
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	25,000.00	0	25,000	25,000	0	25,000
					Sub-Total =	**0**	**25,000**	**25,000**	**0**	**25,000**
Total Wgt. in Tons =					**Totals =**	**38,556**	**65,076**	**103,632**	**0**	**103,632**

Grand Total = $103,632

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Berkeley will pay actual construction costs at the current rates effective thereof.

Material And Force Account Estimate
Lane Partners

Estimate Creation Date: 6/6/2023 Number: 144206 Version: 1

Estimate Good Until 06/07/24

Location: MARTINEZ SUB, NO 1, 2.33-7
Buy America: No

Description of Work: Martinez Sub MP 5.92 Berkeley, CA Bancroft Way DOT#751176H WO#60487 PID#119334 100% Recollectable

COMMENTS	FACILITY	Description	SubDivision	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
SIGNAL									
		Xing - 2 Trk CWE w/Gates	MARTINEZ SUB	1	EA	152,876.00	48,800	104,076	152,876
		Xing - Flasher/Ped (pair)		1	LS	57,560.00	16,000	41,560	57,560
		Xing - IJ		2	PR	9,000.00	8,996	9,004	18,000
		Xing - IXS Track Circuit		2	EA	14,951.00	11,072	18,830	29,902
PPEC Project MGMT		Xing - Misc.		1	LS	15,000.00	0	15,000	15,000
		Xing - Semi-Bi Coupler		4	EA	898.00	0	3,592	3,592
		Xing - Sidelight		1	EA	907.00	0	907	907
		Xing - Track Card (Main and Stand-by) New Cable		3	EA	12,889.00	18,000	20,667	38,667
		Xing - Track Filter/Battery Choke		8	EA	240.00	0	1,920	1,920
		Xing - Dax Cable 1000'		7	EA	6,440.00	28,000	17,080	45,080
		Gang Day - 5 Man		2	EA	5,500.00	11,000	0	11,000
Security Fencing		Xing - Misc.		1	LS	16,000.00	0	16,000	16,000
		Xing - Remove Location (Gates)		1	LS	2,000.00	2,000	0	2,000
		Xing - Engineering Design		1	LS	17,897.83	17,898	0	17,898
		Xing - Boring		1	LS	10,000.00	0	10,000	10,000
		Xing - Fill/Rock/Gravel		1	LS	60,000.00	0	60,000	60,000
Standard 224.45%		Xing - Labor Additive		1	LS	363,086.00	363,086	0	363,086
		Xing - Meter Service		1	LS	5,000.00	0	5,000	5,000
						Sub-Total =	**524,852**	**323,636**	**848,488**
PROJECT LEVEL COST									
5%	CONTINGENCIES	Contingency		5	%	8,484.88	26,243	16,182	42,424
						Sub-Total =	**26,243**	**16,182**	**42,424**
						Totals =	**551,094**	**339,818**	**890,912**
						Grand Total =			**$890,912**

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT C-1

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 10/4/2023

LOCATION:	**SUBDIVISION**	**STATE:**
Berkeley, CA		
DOT: 751176H	**Martinez**	**CA**

DESCRIPTION	**LABOR**	**MATERIAL**	**UP %0**	**Agency % 100**	**TOTAL**
ENGINEERING					
Project Management	$ 4,000	$ -	$ -	$ 4,000.00	**$ 4,000**
Construction Management	$ 5,000	$ -	$ -	$ 5,000.00	**$ 5,000**
Final Inspection	$ 1,000	$ -	$ -	$ 1,000.00	**$ 1,000**
FLAGGING / INSPECTION SERVICES					
RATE (per day)	$ 1,500				
TOTAL PROJECT:	**$ 10,000**	**$ -**	**$ -**	**$ 10,000.00**	**$10,000**

TOTAL ESTIMATED COST: **$10,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging is NOT included in this estimate. Agencies are instructed to follow Union Pacific's Third Party Flagging Policy. Please utilize the following link to Union Pacific's Third Party Flagging Policy:
https://www.up.com/real_estate/third-party-flagging/index.htm

Contractor's Right of Entry Public
Projects Form Approved 02/09/2022

EXHIBIT D

TO

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad’s property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until_____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Project No. 0783795

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor’s modifications, negligence, or any other reason arising from the Contractor’s presence on the Railroad’s property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

LEGEND:

PROPOSED IMPROVEMENTS



BANCROFT STREET RAILROAD CROSSING IMPROVEMENTS

BERKELEY COMMONS RAILROAD IMPROVEMENTS

BKF
2100 FRANKLIN STREET
SUITE #4C
OAKLAND, CA 94612
(510) 899-7300
www.bkf.com

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

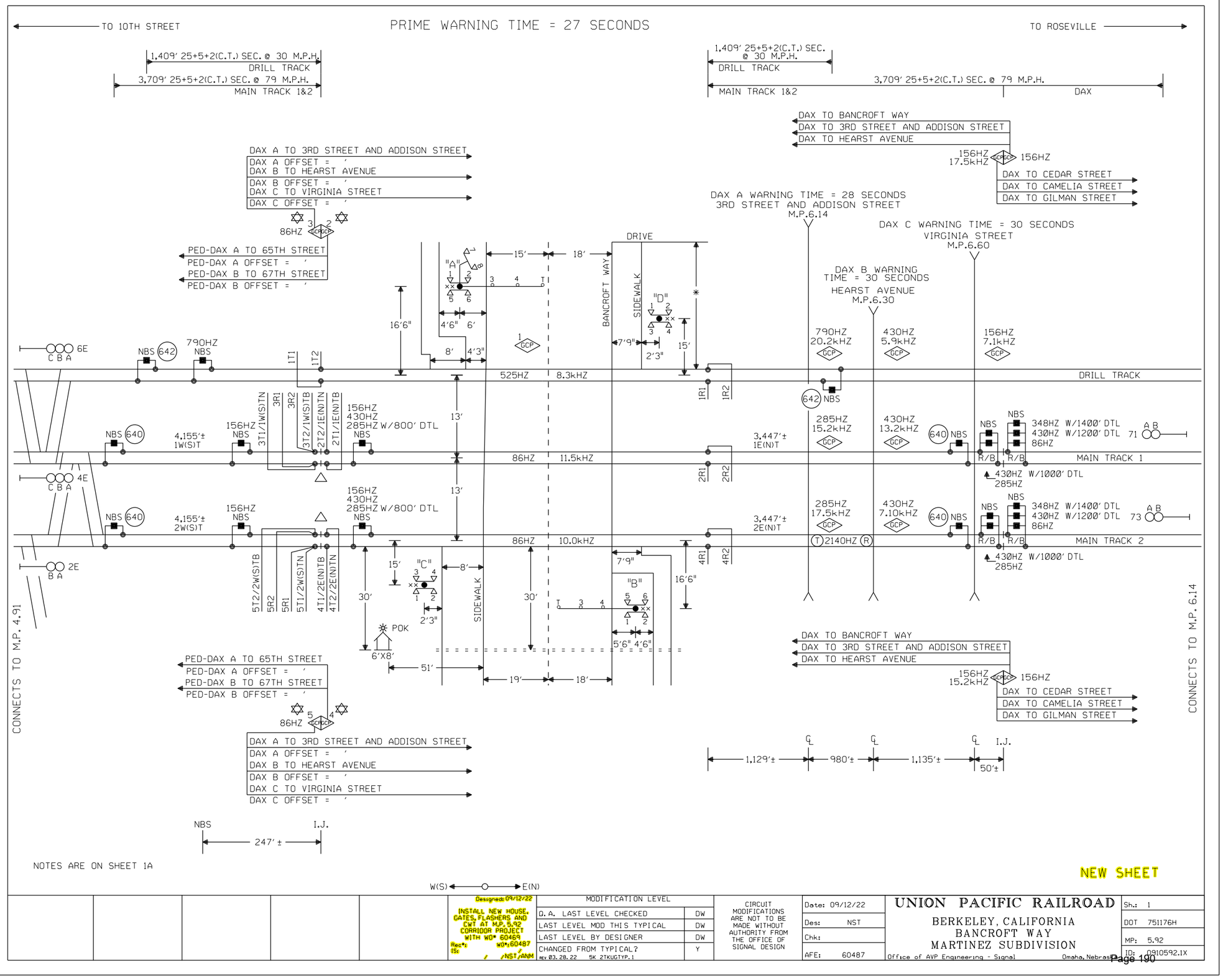
J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

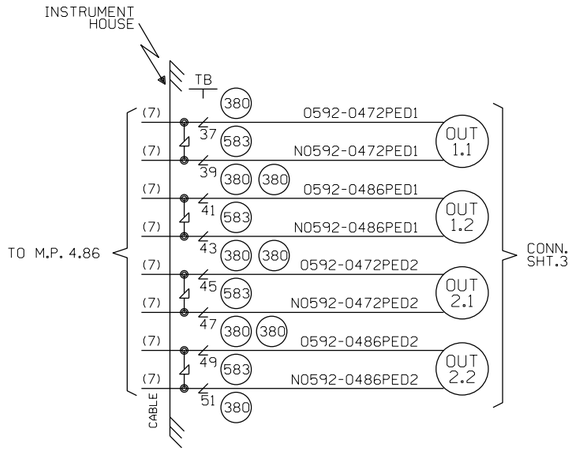
L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

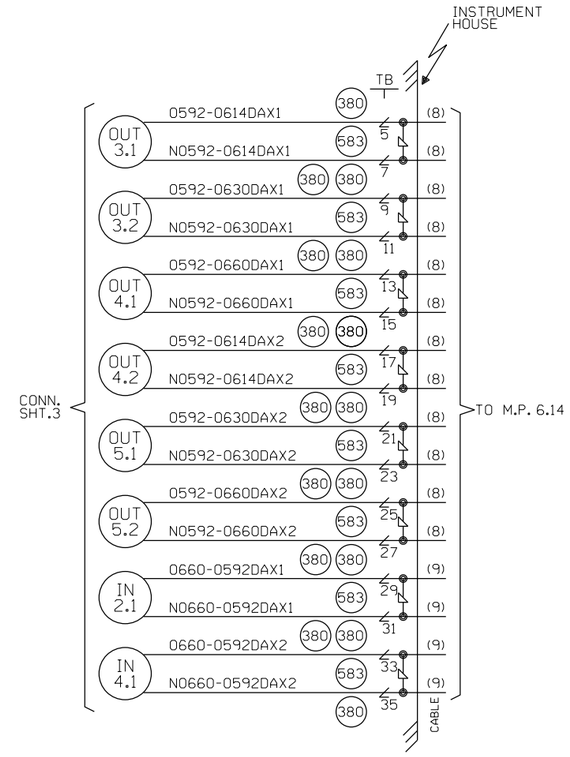
EXHIBIT E
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit E (if applicable) will be signal design schematic



					Designed: 09/12/22 INSTALL NEW HOUSE, GATES, FLASHERS AND CWT AT M.P. 5.92 CORRIDOR PROJECT WITH WO# 60469 Rec'd: WO#:60487 Iss: / /NST /ANM	MODIFICATION LEVEL O. A. LAST LEVEL CHECKED — DW LAST LEVEL MOD THIS TYPICAL — DW LAST LEVEL BY DESIGNER — DW CHANGED FROM TYPICAL? — Y REV 03.28.22 5K 2TKUGTYP.1	CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 09/12/22 Des: NST Chk: AFE: 60487	UNION PACIFIC RAILROAD BERKELEY, CALIFORNIA BANCROFT WAY MARTINEZ SUBDIVISION Office of AVP Engineering - Signal Omaha, Nebraska	Sh.: 1 DOT 751176H MP: 5.92 ID: 0910592.1X





NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH,
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE TRAVELED WAY & NO
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 90' CONDUIT

LIGHTS: LED LIGHTS

×× = BELL

✡ = GCP TO OPERATE IN SEMI-BI DIRECTIONAL MODE. USE TAB 627 COUPLER.

△ = ENSURE TRACK POLARITY IS TRANSPOSED ACROSS ALL INSULATED JOINTS.

TRK 1 ISLAND DISTANCE 153' MINIMUM 120' REQUIRED

TRK 2 ISLAND DISTANCE 153' MINIMUM 120' REQUIRED

TRK 4 ISLAND DISTANCE 153' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS
ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES
TO BE VERIFIED BY FIELD

MATERIAL NOTES: DELETE UPON "AC"

(6X8) 6X8 ALUMINUM CABIN
U.P. PART #520-0185

CONSTRUCTION NOTES:

1.) INSTALL AS A CORRIDOR PROJECT WITH 3RD STREET AND ADDISON STREET M.P. 6.14 (WO#60469)

2.) ORDER THE FOLLOWING FOR THIS LOCATION:
(4) 86HZ TAB 729 TRACK FILTERS
(4) 156HZ TAB 729 TRACK FILTERS

3.) INSTALL (2) PAIR OF I.J.'S

4.) ✱ = FIELD VERIFY DISTANCE

CABLE TABULATION

CABLE NO. 7	12C#14 U.G.B.T. HOUSE TO M.P. 4.86
CABLE NO. 8	12C#14 U.G.B.T. HOUSE TO M.P. 6.14
CABLE NO. 9	7C#14 U.G.B.T. HOUSE TO M.P. 6.14

NEW SHEET

Designed: 09/12/22
INSTALL NEW HOUSE, GATES, FLASHERS AND CWT AT M.P. 5.92 CORRIDOR PROJECT WITH WO# 60469
Rec'd: WO: 60487
ISs: NST/ANM

MODIFICATION LEVEL	
O. A. LAST LEVEL CHECKED	DW
LAST LEVEL MOD THIS TYPICAL	DW
LAST LEVEL BY DESIGNER	DW
CHANGED FROM TYPICAL?	Y

REV 03.28.22 5K 2TKUGTYP.1

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 09/12/22
Des: NST
Chk:
AFE: 60487

UNION PACIFIC RAILROAD
BERKELEY, CALIFORNIA
BANCROFT WAY
MARTINEZ SUBDIVISION
Office of AVP Engineering - Signal Omaha, Nebraska

Sh.: 1A
DOT 751176H
MP: 5.92
ID: 0910592.1AX

EXHIBIT F
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit F (if applicable) will be the annual signal maintenance fee

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS

BUILDING AMERICA®

FOR PID # 119334

BY THE UNION PACIFIC RAILROAD

STREET	BANCROFT WAY
TOWN	BERKELEY, CALIFORNIA
MILEPOST	5.92
SUBDIVISION	MARTINEZ
AAR/DOT NO.	751176H
WORK ORDER#	60487

DESCRIPTION	VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)	2	5	10
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)	1	4	4
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	2	16
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	0	0
GCP/HXP (constant warning device, per track circuit)	15	5	75
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	0	0
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE (SEAR, ETC)*	2	1	2
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	2	2
TOTAL UNIT COUNT			109
PAVEMENT RESTORATION COSTS			(Actual)
Annual Maintenance Cost at $278.25/Unit			$30,329

*UP supplied Unit Value

June 5, 2023

20

Office of the City Manager

CONSENT CALENDAR
January 21, 2024

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Terrance Davis, Director, Public Works

Subject: Purchase Order: California Automotive Retailing Group dba Dublin Chevrolet for Two 2025 Chevrolet Blazer EV Police Pursuit Vehicles

RECOMMENDATION

Adopt a Resolution satisfying the requirements of City Charter allowing the City to participate in Alameda County Purchase Order Contract, Master Contract No. 901979 and authorizing the City Manager to execute a purchase order for two (2) 2025 Chevrolet Blazer EV Police Pursuit vehicles with California Automotive Retailing Group dba Dublin Chevrolet in an amount not to exceed $220,000.

FISCAL IMPACTS OF RECOMMENDATION

The purchase of two (2) 2025 Chevrolet Blazer EV Police Pursuit vehicles will not exceed $220,000 and includes specialized equipment upfitting, CA tire fees, delivery to City of Berkeley ("City"), and sales tax.

This purchase is on behalf of the Police Department. Funding for this purchase is available in the 2025 Budget Fund for Equipment Replacement and utilizing funds that the Police Department has previously paid for vehicle replacement.

CURRENT SITUATION AND ITS EFFECTS

The Police Department replaces patrol vehicles on a routine basis. Police Patrol vehicles require specialized equipment upfitting.

This electric powered vehicle purchase will replace two (2) gas powered existing vehicles that have exceeded the end of their useful life. The replacement vehicles are needed by the City's Police Department Patrol Division in their work to provide public safety services in Berkeley. The two (2) vehicles identified for replacement are Equipment #s 1833 and 1822 which are gas Ford Explorers put in service in 2017 and 2016 and are overdue for replacement. The Police Department may identify alternate vehicles for replacement due to operational needs and with authorization from Equipment Maintenance.

Police Patrol vehicles and specialized equipment upfitting will be purchased from California Automotive Retailing Group dba Dublin Chevrolet utilizing the Alameda County Purchase Order Contract No. 901979.

Having identified a vendor established through a competitive process will save considerable staff time that would otherwise be associated with each vehicle purchase. These replacement vehicles are needed by the City's Police Department Patrol Division in their work to provide public safety services in Berkeley.

This purchase is a Strategic Plan Priority Project, advancing our goal to create a resilient, safe, connected and prepared City.

BACKGROUND

If a purchase request exceeds $100,000.00, the Department of Finance, General Services Division solicits bids or "piggybacks" off competitively bid contracts to ensure the City's departments are receiving the best pricing. On October 1, 2021, California Automotive Retailing Group dba Dublin Chevrolet, entered into a contract for Police Patrol vehicles, through a competitive bidding process through the County of Alameda.

On June 16, 2021, the County of Alameda General Services Agency released Request for Quotation (RFQ) No. 901979 for Vehicle Purchase. RFQ No. 901979 language required that the award goes to the qualified bidder with the lowest markup over the triple-net dealer invoice price. Triple-net is the dealer's actual cost of the vehicles after all discounts, rebates, and deductions are applied.

On July 27, 2021, multiple bids were received and upon review by the evaluation committee, Nicholas K Corp dba the Ford Store San Leandro and California Automotive Retailing Group dba Dublin Chevrolet were determined to be the lowest responsive responsible bidder and were both awarded County of Alameda Purchase Order Contract (Master Contract No. 901979 which is extended through September 30, 2026). The County of Alameda's bid procedure satisfies the procurement requirements of the City. This purchase is for Chevrolet vehicles which is why the City need to have a purchase order with Dublin Chevrolet.

Throughout the year, the Department of Public Works purchases vehicles for the City's operating departments. This is paid for through the Equipment Replacement Fund. If a purchase will exceed $50,000, the Department of Finance, General Services Division solicits bids or "piggybacks" off competitively bid contracts to ensure the City's departments receive the best pricing.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Public Works continues to examine ways to support the City's climate action goals through the procurement the most fuel-efficient vehicles and equipment that are suitable for the required tasks. Prior to making procurement recommendations, Public Works

researches the feasibility and availability of fully electric vehicles and hybrid-electric powertrains to support the City's transition away from fossil fuels toward an all-electric fleet, where technically feasible.

RATIONALE FOR RECOMMENDATION

Gas powered Police Patrol vehicles have been overdue for replacement. A purchase order is needed to secure these vehicles for the City. Piggybacking on pricing obtained through another public agency's competitive bidding process ensures that the City is receiving the most competitive pricing.

ALTERNATIVE ACTIONS CONSIDERED

The purchase of gas-powered hybrid Police Patrol vehicles was considered. That purchase action was rejected as it would not advance the state mandate that requires government fleets to be zero-emission vehicles by 2035, and this purchase allows the Police Department to fully evaluate the performance of an all-electric vehicle.

CONTACT PERSON

Joy Brown, Operations Manager, (510) 981-6629
Don Colbert, Acting Equipment Superintendent, (510) 981-6467
Sara Rubio, Associate Management Analyst, (510) 981-5372

Attachment:
1: Resolution

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

PURCHASE ORDER: CALIFORNIA AUTOMOTIVE RETAILING GROUP DBA DUBLIN CHEVROLET FOR TWO CHEVROLET BLAZER EV POLICE PURSUIT VEHICLES

WHEREAS, vehicles are needed by the City Police Department in their work to provide public safety services in Berkeley; and

WHEREAS, two (2) gas powered Police Patrol vehicles have reached the end of their useful life and replacements are needed to meet public safety and operational requirements; and

WHEREAS, Alameda County Purchase Order Contract No.901979 contract bid procedures satisfy the procurement requirements of the City of Berkeley; and

WHEREAS, funds will be allocated from FY 2025 baseline Budget Fund of Equipment Replacement, Fund 671.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a purchase order for 2025 Chevrolet Blazer EV Police Pursuit vehicles in the amount not to exceed $220,000.

21

Mental Health Commission

CONSENT CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Mental Health Commission

Submitted by: Monica Jones, Chairperson, Mental Health Commission

Subject: Appointment of Lisa Teague to the Mental Health Commission

RECOMMENDATION

Adopt a Resolution approving the recommendation for appointment of Lisa Teague to the Mental Health Commission as a representative of the Special Interest Category, Consumer. Lisa Teague's 3-year term will begin on January 22, 2025 and end on January 21, 2028.

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 five 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 a vacancy 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. Lisa Teague 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 Lisa Teague as a representative of the special interest appointment on the Mental Health Commission for the city of Berkeley for a three-year term. Lisa is a member of the Berkeley Outreach Coalition, the Berkeley Homeless union, the Southside Neighborhood Services coordination, an advocate at People's Park and a member of the Specialized Care Unit steering committee. She is a long-time consumer of mental health services and has experienced homelessness and understand the importance of housing and the time needed to recovery.

Lisa has a broad range of work experience working in the office, actor, teacher business owner and has a B.A. in Sociology from University of Louisiana, Monroe and a M.A in Criminal Justice. She believes her perspective can make a difference for others and make a better Berkeley for the vulnerable. Accessing mental health services for the unhouse and disable are crucial issues for Berkeley and being involved in the funding and working to get input from city, county and community organizers would be a priority for Lisa.

The Mental Health Commission passed the following motions at the September 26, 2024 meeting:

Interview and vote on nomination of Lisa Teague to the Mental Health Commission

M/S/C (Opton, Turner) Move to nominate Lisa Teague to be accepted on the Mental Health Commission.
PASSED
Ayes: Krishnan, Opton, Sol, Turner; Noes: None; Abstentions: None; Absent: Jones, Lunaparra, Prichett

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 takes no position on commission appointments

CONTACT PERSON
Jamie Works-Wright, Commission Secretary, HHCS, 510-981-7721

Attachments:
1: Resolution

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

APPOINTMENT OF LISA TEAGUE 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, Lisa Teague has studied and majored in Sociology and Criminal Justice providing services in the community offering her lived experience; and

WHEREAS, The Mental Health Commission at its November 21, 2024 meeting recommended the appointment of Lisa Teague.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council appoints Lisa Teague as a representative of the Special Interest category, to complete her first term ending January 21, 2028.

22

REVISED

Office of the Mayor

CONSENT CALENDAR
January 21, 2025

To: Honorable Members of the City Council

From: Mayor Adena Ishii

Subject: Seating Arrangement for the Council, Vice Mayor Term Revision, Mayoral Appointment to City/UC/Student Relations Committee, and 2025 Council Appointments

RECOMMENDATION

Rescind Resolution No. 71,393-N.S. and adopt a resolution that establishes the seating arrangement for the City Council.

Rescind Resolution 70,631-N.S. and adopt a Resolution establishing a schedule of appointments for the office of Vice-President of the Council at the discretion of the Mayor and for these appointments to be established at the first Council meeting in December every year or the proceeding month's council meeting after a new Mayor is sworn in.

Adopt a Resolution appointing Mayor Ishii as the alternate on the 4x6 City/UC/Student Relations Committee.

Adopt a Resolution approving the appointment of Council representatives to City Council Standing Policy Committees, Partnership Committees, Regional Bodies, and Liaisons to the City Boards and Commissions for a term ending on January 31, 2026 or until new appointments are made.

BACKGROUND

City Council Seating Arrangement

With a new Mayor and set of councilmembers recently elected, this new composition of electeds can invite new perspectives and de facto relationship building opportunities while presiding over council meetings. At the discretion of the Council, a new seating arrangement can refresh how this body presents itself to the public.

Vice *President Appointments*
The Vice-President of the Council, as defined in the City Charter, presides over the Council meetings when the Mayor is absent. During the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore. Over the years, the City Council has selected the Vice-President of the Council in a number of ways. From 2008 to 2016, the Council appointed one of its members as Vice-President of the Council for a term of one-year.

On December 8, 2016, by adoption of Resolution No. 67,768-N.S., the Council changed the term of Vice-President to a 3-month rotation cycle, allowing each member of the Council to serve as Vice Mayor for a period of three months. On December 18, 2028, pursuant to Resolution No.70,631-N.S., the Council voted to change the term of the Vice-President of the Council from a quarterly term to a one-year term, and included a provision that allows the Council to appoint an individual for two consecutive years or appoint two different Councilmembers as Vice-President of the Council over a two-year period. Prior to 2018, pursuant to Resolution 62,734-N.S., the policy of the Council was to maintain a rotation schedule where each member of the Council serve as “Vice Mayor” for three months every two years.

Mayoral Appointment to City/UC/Student Relations Committee
On November 28, 2017, the Council adopted Resolution No. 68,233-N.S., establishing a precedent of appointing former Mayor Jesse Arreguin as an alternate to the committee, citing the Mayor as an elected city-wide official representing the campus area.

Council Representative Appointments
There are a number of City Council appointments to various Partnership Committees, Regional Bodies, and Liaisons to City Boards and Commissions. Following the latest General Municipal Election, the Mayor may make recommendations on new Council representatives to these committees.

The Berkeley City Council Rules of Procedure and Order require the Mayor to recommend, and the full Council approve, appointments to Standing Council Policy Committees by January 31st of each year.

Following the most recent General Municipal Election, new and existing councilmembers have an opportunity to be newly placed or continue their service on any number of these representative bodies.

RATIONALE FOR RECOMMENDATION
City Council Seating Arrangements
Mayor Ishii is recommending a change in seating arrangements to invite more collaboration across councilmember districts. An exploration of new placements will bring about a refreshing new look to the makeup of council’s presence to the public and demonstrate our changing council representation across identities.

Vice President Appointments
Mayor Ishii is recommending a schedule of appointments for the position of Vice-President of the Council with a quarterly term to allow for greater chances for newly appointed and continuing councilmembers to exercise their leadership and assistance should the Mayor be unavailable to engage in their responsibilities and duties. Mayor Ishii is also recommending a schedule of three-month terms to incentive collaboration while demonstrating a dedication to a distributed leadership model of governance at Council.

Mayoral Appointment to City/UC/Student Relations Committee
Mayor Ishii is recommending the appointment of the Mayor as an alternate on the 4x6 City/UC/Student Relations committee to help maintain quorum and City representation on this body should a voting member of a Councilmember be unable to attend a committee meeting. Given Mayor Ishii's preestablished and ongoing relationship with the UC Berkeley campus, as an alumna of the university and its Public Service Center, her involvement as an alternate on this committee can benefit the cap and gown relationship we seek to foster.

Council Representative Appointments
With a new Mayoral administrative underway, Mayor Ishii recommends a new body of council be considered when factoring in the distribution of representatives on appointed bodies.

FINANCIAL IMPLICATIONS
None.

ENVIRONMENTAL SUSTAINABILITY
No identifiable environmental effects from taking this action.

CONTACT PERSON
Mayor Adena Ishii 510-981-7100
Anthony Rodriguez arodriguez@berkeleyca.gov

Attachments:

1. Resolution - 2025 CITY COUNCIL SEATING ARRANGEMENT ON THE DIAS
2. Resolution - RESCINDING RESOLUTION 70,631-N.S. AND APPOINTING A VICE-PRESIDENT OF THE CITY COUNCIL
3. Resolution - APPOINTING MAYOR ADENA ISHII AS AN ALTERNATE TO THE CITY/UC/STUDENT RELATIONS COMMITTEE

4. Resolution - APPROVING APPOINTMENTS TO STANDING CITY COUNCIL POLICY COMMITTEES, PARTNERSHIP COMMITTEES, LIASONS TO BOARDS AND COMMISSIONS AND REGIONAL BODIES

5. 2018 Vice President Council Item

6. 2022 Vice President Council Item

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

2025 CITY COUNCIL SEATING ARRANGEMENT ON THE DIAS

WHEREAS, the Mayor makes recommendations on the searing arrangement of the Berkeley City Council; and

WHEREAS, on June 25, 2024, the City Council adopted Resolution No. 71,393-N.S., which changed the seating arrangement to accommodate the newly appointed Councilmembers from Districts 4 and 7; and

WHEREAS, Mayor Ishii is recommending a change to the current seating arrangement to accommodate the newly-elected Councilmembers from District 5 and 6.

NOW THEREFORE, BE IT RESOLVED that Resolution No. 71,393-N.S. is hereby rescinded; and

BE IT FURTHER RESOLVED that the Berkeley City Council does hereby set the seating order on the dais for City Council Meetings as follows (from left to right, facing the dais): District 6 (Blackaby), District 7 (Lunaparra), District 2 (Taplin), District 1 (Kesarwani), Mayor Ishii, District 3 (Bartlett), District 8 (Humbert), District 4 (Tregub), District 5 (O'Keefe); and

BE IT THEREFORE AND FINALLY RESOLVED that this Resolution will be in place until December 31, 2025 or when a new Resolution supersedes this.

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

RESCINDING RESOLUTION 70,631-N.S. AND APPOINTING A VICE-PRESIDENT OF THE CITY COUNCIL

WHEREAS, Article VIII, Section 39 of the City Charter states that the Council shall elect one of its members to be the Vice-President of the Council (AKA Vice Mayor); and

WHEREAS, the City Charter and City Council Rules of Procedure and Order state that when the Mayor is absent, the Vice-President of the Council shall preside over all meetings; and

WHEREAS, Article VI, Section 22 of the City Charter states that “during the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore”, and

WHEREAS, to ensure proper continuity of government the Council must appoint one of its members to serve as Vice-President of the Council; and

WHEREAS, on December 14, 2018, pursuant to Resolution No.70,631-N.S., the Council voted to change the term of the Vice-President of the Council from a quarterly term to a one-year term, and included a provision that allows the Council to appoint an individual for two consecutive years or appoint two different Councilmembers as Vice-President of the Council over a two-year period; and

WHEREAS, prior to 2018, pursuant to Resolution 62,734-N.S., the policy of the Council was to maintain a rotation schedule where each member of the Council serves as “Vice Mayor” for three months every two years; and

WHEREAS, the Council acknowledges a return of the Vice-President appointment to a quarterly term over these next two years to allow for greater chances for newly appointed councilmembers to exercise their leadership and assistance should the Mayor be unavailable to engage in their responsibilities and duties; and

WHEREAS the Council acknowledges this schedule incentives collaboration and a dedication to a distributed leadership model of governance at Council.

NOW THEREFORE, BE IT RESOLVED that No.70,631-N.S. is hereby rescinded; and

BE IT FURTHER RESOLVED by the Council of the City of Berkeley that it hereby establishes the schedule of appointment for Vice President of the council to be at the discretion of the Mayor and that for years 2025 and 2026 the appoints for Vice President will be as follows:

- Q1 2025 – Councilmember Bartlett
- Q2 2025 – Councilmember Lunaparra
- Q3 2025 – Councilmember Humbert

- Q4 2025 – Councilmember Blackaby
- Q1 2026 – Councilmember Taplin
- Q2 2026 – Councilmember Tregub
- Q3 2026 – Councilmember Kesarwani
- Q4 2026 – Councilmember O’Keefe

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

APPOINTING MAYOR ADENA ISHII AS AN ALTERNATE TO THE CITY/UC/STUDENT RELATIONS COMMITTEE

WHEREAS, on October 18, 2016, the Council adopted Resolution No. 67,720-N.S. establishing a 4x6 City/UC/Student Relations Committee to bring the city, UC administration, and students together to discuss issues of mutual concern; and

WHEREAS, on November 28, 2017, the Council adopted Resolution No. 68,233-N.S., establishing a precedent of appointing former Mayor Jesse Arreguin as an alternate to the committee, citing the Mayor as an elected city-wide official representing the campus area; and

WHEREAS, appointment of the Mayor as an alternate on this body can help maintain quorum and City representation on this body should a voting member of a Councilmember be unable to attend a committee meeting.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it hereby appoints Mayor Adena Ishii as an alternate to the City/UC/Student Relations Committee until January 31, 2026, or until another appointment or new appointments are approved.

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

APPROVING APPOINTMENTS TO STANDING CITY COUNCIL POLICY COMMITTEES, PARTNERSHIP COMMITTEES, LIASONS TO BOARDS AND COMMISSIONS AND REGIONAL BODIES

WHEREAS, the City Council has numerous appointments to various Partnership Committees, Regional Bodies, and Liaisons to City Boards and Commissions, and makes new appointments every two years following the General Municipal Election; and

WHEREAS, the Berkeley City Council Rules of Procedure and Order also require the Mayor to recommend and the full Council approve appointments to Standing Council Policy Committees by January 31st of each year.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it officially makes the following appointments for the period ending January 31, 2026, or until new appointments are approved:

City Council Standing Policy Committees:

Agenda & Rules Committee
Appoint Mayor Ishii, Councilmember Taplin and Councilmember Lunaparra
Appoint Councilmember Bartlett as Alternate

Budget & Finance Committee
Appoint Mayor Ishii, Councilmember Blackaby, and Councilmember Kesarwani
Appoint Councilmember Tregub as Alternate

Facilities, Infrastructure, Transportation, Environment & Sustainability Committee
Appoint Councilmember Taplin, Councilmember Lunaparra, and Councilmember Humbert
Appoint Mayor Ishii as Alternate

Public Safety Committee
Appoint Councilmember O'Keefe, Councilmember Kesarwani, and Councilmember Bartlett
Appoint Mayor Ishii as Alternate

Land Use, Housing & Economic Development Committee
Appoint Councilmember Tregub, Councilmember Blackaby, and Councilmember Humbert
Appoint Councilmember O'Keefe as Alternate

Health, Life, Enrichment, Equity & Community Committee
Appoint Councilmember Bartlett, Councilmember Tregub, and Councilmember O'Keefe
Appoint Councilmember Taplin as Alternate

Partnership Committees:

4x4 Joint Task Force Committees
Appoint Councilmember Bartlett, Councilmember Tregub, Councilmember Blackaby, and Councilmember Lunaparra

3x3 Committee of the Berkeley City Council and the Berkeley Housing Authority
Appoint Councilmember Kesarwani, Councilmember Bartlett, and Councilmember Humbert

2x2 Committee of the City Council and the Board of Education
Appoint Councilmember Taplin, and Councilmember O'Keefe

4x6 City/UC/Student Relations Committee
Appoint Councilmember Tregub, Councilmember Blackaby, Councilmember Lunaparra, and Councilmember Humbert
Appoint Mayor Ishii as Alternate

Regional Committees:
Alameda County Transportation Commission
Appoint Councilmember Taplin
Appoint Mayor Ishii as Alternate

Alameda County Waste Management Authority
Appoint Councilmember Humbert
Appoint Councilmember Bartlett as Alternate

Association of Bay Area Governments, Delegate to General Assembly
Appoint Mayor Ishii
Appoint Councilmember Bartlett as Alternate

East Bay Public Bank
Appoint Councilmember Blackaby

East Bay Wildfire Coalition
Appoint Councilmember O'Keefe
Appoint Councilmember Blackaby as Alternate

Joint Powers Authority – East Bay Community Energy Authority
Appoint Councilmember Tregub
Appoint Councilmember Lunaparra as Alternate

Joint Powers Agreement – East Bay Regional Sports Fields
Appoint Councilmember Kesarwani

Joint Powers Authority – Lead Abatement

Appoint Councilmember Kesarwani
Appoint Councilmember Tregub as Alternate

League of California Cities – East Bay Division
Appoint Councilmember Lunaparra
Appoint Councilmember Humbert as Alternate

Oakland Airport Noise Forum
Appoint Councilmember Bartlett

Council Liaisons to City Boards and Commissions:

Board of Library Trustees
Appoint Councilmember O'Keefe

Community Health Commission
Appoint Councilmember Humbert

Mental Health Commission
Appoint Councilmember Tregub



Office of the Mayor

CONSENT CALENDAR
January 21, 2025

To: Honorable Members of the City Council

From: Mayor Adena Ishii

Subject: Seating Arrangement for the Council, Vice Mayor Term Revision, Mayoral Appointment to City/UC/Student Relations Committee, and 2025 Council Appointments

RECOMMENDATION

Rescind Resolution No. 71,393-N.S. and adopt a resolution that establishes the seating arrangement for the City Council.

Rescind Resolution 70,631-N.S. and adopt a Resolution establishing a schedule of appointments for the office of Vice-President of the Council at the discretion of the Mayor and for these appointments to be established at the first Council meeting in December every year or the proceeding month's council meeting after a new Mayor is sworn in.

Adopt a Resolution appointing Mayor Ishii as the alternate on the 4x6 City/UC/Student Relations Committee.

Adopt a Resolution approving the appointment of Council representatives to City Council Standing Policy Committees, Partnership Committees, Regional Bodies, and Liaisons to the City Boards and Commissions for a term ending on January 31, 2026 or until new appointments are made.

BACKGROUND

City Council Seating Arrangement

With a new Mayor and set of councilmembers recently elected, this new composition of electeds can invite new perspectives and de facto relationship building opportunities while presiding over council meetings. At the discretion of the Council, a new seating arrangement can refresh how this body presents itself to the public.

Vice *President Appointments*

The Vice-President of the Council, as defined in the City Charter, presides over the Council meetings when the Mayor is absent. During the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore. Over the years, the City Council has selected the Vice-President of the Council in a number

of ways. From 2008 to 2016, the Council appointed one of its members as Vice-President of the Council for a term of one-year.

On December 8, 2016, by adoption of Resolution No. 67,768-N.S., the Council changed the term of Vice-President to a 3-month rotation cycle, allowing each member of the Council to serve as Vice Mayor for a period of three months. On December 18, 2028, pursuant to Resolution No.70,631-N.S., the Council voted to change the term of the Vice-President of the Council from a quarterly term to a one-year term, and included a provision that allows the Council to appoint an individual for two consecutive years or appoint two different Councilmembers as Vice-President of the Council over a two-year period. Prior to 2018, pursuant to Resolution 62,734-N.S., the policy of the Council was to maintain a rotation schedule where each member of the Council serve as “Vice Mayor” for three months every two years.

Mayoral Appointment to City/UC/Student Relations Committee
On November 28, 2017, the Council adopted Resolution No. 68,233-N.S., establishing a precedent of appointing former Mayor Jesse Arreguin as an alternate to the committee, citing the Mayor as an elected city-wide official representing the campus area.

Council Representative Appointments
There are a number of City Council appointments to various Partnership Committees, Regional Bodies, and Liaisons to City Boards and Commissions. Following the latest General Municipal Election, the Mayor may make recommendations on new Council representatives to these committees.

The Berkeley City Council Rules of Procedure and Order require the Mayor to recommend, and the full Council approve, appointments to Standing Council Policy Committees by January 31st of each year.

Following the most recent General Municipal Election, new and existing councilmembers have an opportunity to be newly placed or continue their service on any number of these representative bodies.

RATIONALE FOR RECOMMENDATION
City Council Seating Arrangements
Mayor Ishii is recommending a change in seating arrangements to invite more collaboration across councilmember districts. An exploration of new placements will bring about a refreshing new look to the makeup of council’s presence to the public and demonstrate our changing council representation across identities.

Vice President Appointments
Mayor Ishii is recommending a schedule of appointments for the position of Vice-President of the Council with a quarterly term to allow for greater chances for newly appointed and continuing councilmembers to exercise their leadership and assistance should the Mayor be unavailable to engage in their responsibilities and duties. Mayor Ishii is also recommending a schedule of three-month terms to incentive collaboration

while demonstrating a dedication to a distributed leadership model of governance at Council.

Mayoral Appointment to City/UC/Student Relations Committee
Mayor Ishii is recommending the appointment of the Mayor as an alternate on the 4x6 City/UC/Student Relations committee to help maintain quorum and City representation on this body should a voting member of a Councilmember be unable to attend a committee meeting. Given Mayor Ishii's preestablished and ongoing relationship with the UC Berkeley campus, as an alumna of the university and its Public Service Center, her involvement as an alternate on this committee can benefit the cap and gown relationship we seek to foster.

Council Representative Appointments
With a new Mayoral administrative underway, Mayor Ishii recommends a new body of council be considered when factoring in the distribution of representatives on appointed bodies.

FINANCIAL IMPLICATIONS
None.

ENVIRONMENTAL SUSTAINABILITY
No identifiable environmental effects from taking this action.

CONTACT PERSON
Mayor Adena Ishii 510-981-7100
Anthony Rodriguez arodriguez@berkeleyca.gov

Attachments:

1. Resolution - 2025 CITY COUNCIL SEATING ARRANGEMENT ON THE DIAS
2. Resolution - RESCINDING RESOLUTION 70,631-N.S. AND APPOINTING A VICE-PRESIDENT OF THE CITY COUNCIL
3. Resolution - APPOINTING MAYOR ADENA ISHII AS AN ALTERNATE TO THE CITY/UC/STUDENT RELATIONS COMMITTEE
4. Resolution - APPROVING APPOINTMENTS TO STANDING CITY COUNCIL POLICY COMMITTEES, PARTNERSHIP COMMITTEES, LIASONS TO BOARDS AND COMMISSIONS AND REGIONAL BODIES
5. 2018 Vice President Council Item
6. 2022 Vice President Council Item

Office of the Mayor

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

2025 CITY COUNCIL SEATING ARRANGEMENT ON THE DIAS

WHEREAS, the Mayor makes recommendations on the searing arrangement of the Berkeley City Council; and

WHEREAS, on June 25, 2024, the City Council adopted Resolution No. 71,393-N.S., which changed the seating arrangement to accommodate the newly appointed Councilmembers from Districts 4 and 7; and

WHEREAS, Mayor Ishii is recommending a change to the current seating arrangement to accommodate the newly-elected Councilmembers from District 5 and 6.

NOW THEREFORE, BE IT RESOLVED that Resolution No. 71,393-N.S. is hereby rescinded; and

BE IT FURTHER RESOLVED that the Berkeley City Council does hereby set the seating order on the dais for City Council Meetings as follows (from left to right, facing the dais): District 6 (Blackaby), District 7 (Lunaparra), District 2 (Taplin), District 1 (Kesarwani), Mayor Ishii, District 3 (Bartlett), District 8 (Humbert), District 4 (Tregub), District 5 (O'Keefe); and

BE IT THEREFORE AND FINALLY RESOLVED that this Resolution will be in place until December 31, 2025 or when a new Resolution supersedes this.

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

RESCINDING RESOLUTION 70,631-N.S. AND APPOINTING A VICE-PRESIDENT OF THE CITY COUNCIL

WHEREAS, Article VIII, Section 39 of the City Charter states that the Council shall elect one of its members to be the Vice-President of the Council (AKA Vice Mayor); and

WHEREAS, the City Charter and City Council Rules of Procedure and Order state that when the Mayor is absent, the Vice-President of the Council shall preside over all meetings; and

WHEREAS, Article VI, Section 22 of the City Charter states that “during the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore”, and

WHEREAS, to ensure proper continuity of government the Council must appoint one of its members to serve as Vice-President of the Council; and

WHEREAS, on December 14, 2018, pursuant to Resolution No.70,631-N.S., the Council voted to change the term of the Vice-President of the Council from a quarterly term to a one-year term, and included a provision that allows the Council to appoint an individual for two consecutive years or appoint two different Councilmembers as Vice-President of the Council over a two-year period; and

WHEREAS, prior to 2018, pursuant to Resolution 62,734-N.S., the policy of the Council was to maintain a rotation schedule where each member of the Council serves as “Vice Mayor” for three months every two years; and

WHEREAS, the Council acknowledges a return of the Vice-President appointment to a quarterly term over these next two years to allow for greater chances for newly appointed councilmembers to exercise their leadership and assistance should the Mayor be unavailable to engage in their responsibilities and duties; and

WHEREAS the Council acknowledges this schedule incentives collaboration and a dedication to a distributed leadership model of governance at Council.

NOW THEREFORE, BE IT RESOLVED that No.70,631-N.S. is hereby rescinded; and

BE IT FURTHER RESOLVED by the Council of the City of Berkeley that it hereby establishes the schedule of appointment for Vice President of the council to be at the discretion of the Mayor and that for years 2025 and 2026 the appoints for Vice President will be as follows:

- Q1 2025 – Councilmember Bartlett
- Q2 2025 – Councilmember Lunaparra
- Q3 2025 – Councilmember Humbert

- Q4 2025 – Councilmember Blackaby
- Q1 2026 – Councilmember Taplin
- Q2 2026 – Councilmember Tregub
- Q3 2026 – Councilmember Kesarwani
- Q4 2026 – Councilmember O’Keefe

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

APPOINTING MAYOR ADENA ISHII AS AN ALTERNATE TO THE CITY/UC/STUDENT RELATIONS COMMITTEE

WHEREAS, on October 18, 2016, the Council adopted Resolution No. 67,720-N.S. establishing a 4x6 City/UC/Student Relations Committee to bring the city, UC administration, and students together to discuss issues of mutual concern; and

WHEREAS, on November 28, 2017, the Council adopted Resolution No. 68,233-N.S., establishing a precedent of appointing former Mayor Jesse Arreguin as an alternate to the committee, citing the Mayor as an elected city-wide official representing the campus area; and

WHEREAS, appointment of the Mayor as an alternate on this body can help maintain quorum and City representation on this body should a voting member of a Councilmember be unable to attend a committee meeting.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it hereby appoints Mayor Adena Ishii as an alternate to the City/UC/Student Relations Committee until January 31, 2026, or until another appointment or new appointments are approved.

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

APPROVING APPOINTMENTS TO STANDING CITY COUNCIL POLICY COMMITTEES, PARTNERSHIP COMMITTEES, LIASONS TO BOARDS AND COMMISSIONS AND REGIONAL BODIES

WHEREAS, the City Council has numerous appointments to various Partnership Committees, Regional Bodies, and Liaisons to City Boards and Commissions, and makes new appointments every two years following the General Municipal Election; and

WHEREAS, the Berkeley City Council Rules of Procedure and Order also require the Mayor to recommend and the full Council approve appointments to Standing Council Policy Committees by January 31st of each year.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it officially makes the following appointments for the period ending January 31, 2026, or until new appointments are approved:

City Council Standing Policy Committees:

Agenda & Rules Committee
Appoint Mayor Ishii, Councilmember Bartlett, and Councilmember Lunaparra
Appoint Councilmember Taplin as Alternate

Budget & Finance Committee
Appoint Mayor Ishii, Councilmember Taplin, and Councilmember Kesarwani
Appoint Councilmember Tregub as Alternate

Facilities, Infrastructure, Transportation, Environment & Sustainability Committee
Appoint Councilmember Taplin, Councilmember Lunaparra, and Councilmember Humbert
Appoint Mayor Ishii as Alternate

Public Safety Committee
Appoint Mayor Ishii, Councilmember Kesarwani, and Councilmember Taplin
Appoint Councilmember Tregub as Alternate

Land Use, Housing & Economic Development Committee
Appoint Councilmember O'Keefe, Councilmember Blackaby, and Councilmember Humbert
Appoint Councilmember Taplin as Alternate

Health, Life, Enrichment, Equity & Community Committee
Appoint Councilmember Bartlett, Councilmember Tregub, and Councilmember O'Keefe
Appoint Councilmember Taplin as Alternate

Partnership Committees:

4x4 Joint Task Force Committees
Appoint Councilmember Bartlett, Councilmember Tregub, Councilmember Blackaby, and Councilmember Lunaparra

3x3 Committee of the Berkeley City Council and the Berkeley Housing Authority
Appoint Councilmember Kesarwani, Councilmember Bartlett, and Councilmember Humbert

2x2 Committee of the City Council and the Board of Education
Appoint Councilmember Taplin, and Councilmember O'Keefe

4x6 City/UC/Student Relations Committee
Appoint Councilmember Tregub, Councilmember Blackaby, Councilmember Lunaparra, and Councilmember Humbert
Appoint Mayor Ishii as Alternate

Regional Committees:

Alameda County Transportation Commission
Appoint Councilmember Taplin
Appoint Mayor Ishii as Alternate

Alameda County Waste Management Authority
Appoint Councilmember Humbert
Appoint Councilmember Bartlett as Alternate

Association of Bay Area Governments, Delegate to General Assembly
Appoint Mayor Ishii
Appoint Councilmember Bartlett as Alternate

East Bay Public Bank
Appoint Councilmember Blackaby

East Bay Wildfire Coalition
Appoint Councilmember O'Keefe
Appoint Councilmember Blackaby as Alternate

Joint Powers Authority – East Bay Community Energy Authority
Appoint Councilmember Tregub
Appoint Councilmember Lunaparra as Alternate

Joint Powers Agreement – East Bay Regional Sports Fields
Appoint Councilmember Kesarwani

Joint Powers Authority – Lead Abatement

Appoint Councilmember Kesarwani
Appoint Councilmember Tregub as Alternate

League of California Cities – East Bay Division
Appoint Councilmember Lunaparra
Appoint Councilmember Humbert as Alternate

Oakland Airport Noise Forum
Appoint Councilmember Humbert

Council Liaisons to City Boards and Commissions:

Board of Library Trustees
Appoint Councilmember O'Keefe

Community Health Commission
Appoint Councilmember Taplin

Mental Health Commission
Appoint Councilmember O'Keefe

Office of the Mayor

CONSENT CALENDAR
December 4, 2018

To: Members of the City Council

From: Mayor Jesse Arreguin

Subject: Appointment of Vice-President of the Council

RECOMMENDATION
Rescind Resolution No. 67,768-N.S. and adopt a Resolution establishing a one-year term for the office of Vice-President of the Council, to be appointed at the first Council meeting in December every year.

FINANCIAL IMPLICATIONS
None

BACKGROUND
The Vice-President of the Council, as defined in the City Charter, presides over the Council meetings when the Mayor is absent. During the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore. Over the years, the City Council has selected the Vice-President of the Council in a number of ways. From 2008 to 2016, the Council appointed one of its members as Vice-President of the Council for a term of one-year.

On December 8, 2016, by adoption of Resolution No. 67,768-N.S., the Council changed the term of Vice-President to a 3-month rotation cycle, allowing each member of the Council to serve as Vice Mayor for a period of three months.

While this rotation schedule gave every Councilmember the opportunity to serve and facilitate Council meetings in the Mayor's absence, a one-year appointment will ensure continuity of government and give the Vice-President of the Council more experience in conducting meetings and acting as the Mayor Pro Tempore if needed.

The Mayor is recommending that the Council change the term for the position of Vice-President of the Council to a one-year term, and that person be elected by a majority of the Council.

ENVIRONMENTAL SUSTAINABILITY
No identifiable environmental effects from taking this action

CONTACT PERSON
Mayor Jesse Arreguin 510-981-7150

Attachments:
1: Resolution

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

RESCINDING RESOLUTION NO. 67,768-N.S. and ESTABLISH A NEW TERM FOR THE OFFICE OF VICE PRESIDENT OF THE COUNCIL

WHEREAS, Article VIII, Section 39 of the City Charter states that the Council shall elect one of its members to be the Vice-President of the Council; and

WHEREAS, the City Charter and City Council Rules of Procedure and Order state that when the Mayor is absent, the Vice-President of the Council shall preside over all meetings; and

WHEREAS, Article VI, Section 22 of the City Charter states that "During the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore"; and

WHEREAS, to ensure property continuity of government the Council must appoint one of its members to serve as Vice-President of the Council; and

WHEREAS, prior to 1997, pursuant to Resolution No. 53,583-N.S., the policy of the Council was to have each member of the Council serve as Vice Mayor for a period of three months every two-year term in office; and

WHEREAS, in 1997, Council rescinded Resolution No. 53,583-N.S. and adopted Resolution No. 58,819-N.S. appointing Councilmember Maudelle Shirek as Vice Mayor of the City of Berkeley; and

WHEREAS, Vice Mayor Shirek served in that post for seven years, from 1997–2004; and

WHEREAS, in 2004 Council adopted Resolution No. 62,743-N.S. to reestablish a rotation schedule where each member of the Council serves as "Vice Mayor" for three months every two years; and

WHEREAS, in 2008 Council adopted Resolution No. 64,288-N.S. to establish a one-year term for Vice-President of the Council and for that person to be elected by a majority of the Council; and

WHEREAS, in 2016, the Council adopted Resolution No. 67,768-N.S. to re-establish a rotation schedule where every Councilmember served as Vice-President of the Council for period of three months; and

WHEREAS, while this rotation schedule gave every Councilmember the opportunity to serve and facilitate Council meetings in the Mayor's absence, a one-year appointment will ensure continuity of government and give the Vice-President of the Council more experience in conducting meetings and acting as the Mayor Pro Tempore if needed; and

WHEREAS, the Mayor is recommending that the Council change the term for the position of Vice-President of the Council to a one-year term, and that person be elected by a majority of the Council.

NOW THEREFORE, BE IT RESOLVED that Resolution No. 67,768-N.S. is hereby rescinded; and

BE IT FURTHER RESOLVED that the Vice-President of the Council shall be elected by the Council for a term of one year, with the selection to be made at the first Council meeting in December beginning December 4, 2018.

Office of the Mayor

ACTION CALENDAR
December 8, 2008

To: Members of the City Council

From: Mayor Tom Bates

Subject: Appointment of Vice President of the Council

RECOMMENDATION:

1 Rescind Resolution No. 62,743 N.S and adopt a Resolution establishing a one-year term for the Vice President of the Council to be elected at the first meeting in December every year.

2 Elect the Vice-President of the Council for a one-year term beginning December 8, 2008.

BACKGROUND:

Vice President of the Council, as defined by the Charter, presides over the Council when the Mayor is absent. When I first became Mayor in 2002, Maudelle Shirek, then the Council Member from District 3, was the Vice President of the Council (formerly termed "Vice Mayor"). Ms. Shirek occupied the position of Vice President of the Council from 1997- 2004.

In 2004, Ms. Shirek left office and three new members joined the Council. At that time the City Council approved my recommendation to rotate, based on seniority, a three-month term for Vice President of the Council.

Having worked with both systems – a long-term appointment and the three-month rotation, I am proposing a hybrid – a one-year term for the Vice President of the Council to be elected annually at the first City Council meeting in December. A one-year appointment will give the Vice President of the Council more experience in conducting meetings and acting as Mayor pro temopre if needed.

FISCAL IMPACTS:
None

CONTACT PERSON:
Mayor Tom Bates, 981-7100.

ATTACHMENT: Resolution

RESOLUTION NO XX,XXX

RESCINDING RESOLUTION 62,743 – NS AND ESTABLISHING A NEW TERM FOR THE OFFICE OF VICE PRESIDENT OF THE COUNCIL

WHEREAS, prior to 1997, pursuant to Resolution 53,583-N.S., the policy of the Council was to have each member of the Council serve as Vice Mayor for a period of three months every two-year term in office; and,

WHEREAS, the Council now serves four-year staggered terms as a result of Measure L passed by voters in November 1994; and,

WHEREAS, in 1997, Council rescinded 53,583-N.S. and adopted resolution 58,819-N.S. appointing Council Member Maudelle Shirek as Vice Mayor of the City of Berkeley; and,

WHEREAS, Vice Mayor Shirek served in that post for seven years, from 1997 – 2004; and,

WHEREAS, in 2004 Council adopted resolution 62,743-N.S to reestablish a rotation schedule where each member of the Council serve as "Vice Mayor" for three months every two years; and,

WHEREAS, in 2006 it was clarified that the Charter includes a "Vice President of the Council", not a "Vice Mayor"; and,

WHEREAS, the City Council utilized the 3 month rotation cycle for one four-year term, from 2004 – 2008: and,

WHEREAS, the Council now wishes to have a one year term for Vice-President of the Council and for that person to be elected by a majority of the Council.

NOW THEREFORE BE RESOLVED that Resolution No. 62,743-N.S. is hereby rescinded.

NOW THEREFORE BE RESOLVED that the Vice President of the Council shall be elected by the Council for a term of one year, with the selection to be made at the first Council meeting in December beginning December 8, 2008.

RESOLUTION NO. 67,768–N.S.

RESCINDING RESOLUTION NO. 64,288-N.S. AND ESTABLISHING A ROTATION SCHEDULE FOR THE OFFICE OF VICE PRESIDENT OF THE COUNCIL

WHEREAS, prior to 1997, pursuant to Resolution No. 53,583-N.S., the policy of the Council was to have each member of the Council serve as Vice Mayor for a period of three months every two-year term in office; and

WHEREAS, the Council now serves four-year staggered terms as a result of Measure L passed by voters in November 1994; and

WHEREAS, in 1997, Council rescinded Resolution No. 53,583-N.S. and adopted Resolution No. 58,819-N.S. appointing Councilmember Maudelle Shirek as Vice Mayor of the City of Berkeley; and

WHEREAS, Vice Mayor Shirek served in that post for seven years, from 1997–2004; and

WHEREAS, in 2004 Council adopted Resolution No. 62,743-N.S. to reestablish a rotation schedule where each member of the Council serves as "Vice Mayor" for three months every two years; and

WHEREAS, in 2006 it was clarified that the Charter includes a "Vice President of the Council", not a "Vice Mayor"; and

WHEREAS, the City Council utilized the 3-month rotation cycle for one four-year term, from 2004–2008; and

WHEREAS, in 2008 Council adopted Resolution No. 64,288-N.S. to establish a one-year term for Vice-President of the Council and for that person to be elected by a majority of the Council; and

WHEREAS, the Council now wishes to re-establish a rotation schedule where each member of the Council serves as Vice-President of the Council for three months every two years.

NOW THEREFORE, BE RESOLVED that Resolution No. 64,288-N.S. is hereby rescinded.

BE IT FURTHER RESOLVED by the Council of the City of Berkeley that the office of Vice-President of the Council return to a rotation schedule where each member of the Council will serve as Vice-President of the Council for three months every two years according to the following schedule:

Vice-President of the Council Rotation Schedule
2016-2018 City Council

Time Period	Vice-President of Council	Seniority
December 2016-February 2017	Maio	24 years
March 2017-May 2017	Worthington	20 years
June 2017-August 2017	Wengraf	8 years
September 2017-November 2017	Droste	2 years
December 2017-February 2018	Hahn	0 years (highest vote getter)
March 2018-May 2018	Bartlett	0 years
June 2017-August 2017	Davila	0 years
September 2017-November 2017	District 4 (Vacant)	0 years

The foregoing Resolution was adopted by the Berkeley City Council on December 8, 2016 by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Maio, Wengraf, Worthington and Arreguin.

Noes: None.

Absent: None.

Jesse Arreguin, Mayor

Attest: _____
Mark Numainville, City Clerk

Office of the Mayor

CONSENT CALENDAR
December 13, 2022

To: Members of the City Council

From: Mayor Jesse Arreguín

Subject: Appointment of the Vice-President of the Council

RECOMMENDATION
Adopt a Resolution appointing Councilmember Ben Bartlett to be the Vice-President of the Council for a term beginning December 14, 2022 to December 5, 2023 and Councilmember Susan Wengraf to be the Vice President of the Council for a term beginning December 6, 2023 to December 1, 2024 or until new appointments are made.

FINANCIAL IMPLICATIONS
None

BACKGROUND
The Vice-President of the Council, as defined in the City Charter, presides over the Council meetings when the Mayor is absent. During the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore. Over the years, the City Council has selected the Vice-President of the Council in a number of ways. From 2008 to 2016, the Council appointed one of its members as Vice-President of the Council for a term of one-year.

On December 8, 2016, by adoption of Resolution No. 67,768-N.S., the Council changed the term of Vice-President to a 3-month rotation cycle, allowing each member of the Council to serve as Vice Mayor for a period of three months.

While this rotation schedule gave every Councilmember the opportunity to serve and facilitate Council meetings in the Mayor's absence, a one-year appointment will ensure continuity of government and give the Vice-President of the Council more experience in conducting meetings and acting as the Mayor Pro Tempore if needed.

On December 4, 2018, the Council adopted a resolution changing the term of Vice-President of the Council from a rotating term of 3 months, to a fixed one-year term. The resolution requires that the Council elect a Vice-President of the Council at the first Council meeting each December. It also permits the Council at that time to appoint an individual for two consecutive years, or to appoint two different Councilmembers as Vice-President of the Council over a two-year period

The Mayor is nominating Councilmember Ben Bartlett to serve as Vice-President of the Council for a term beginning December 7, 2022 to December 5, 2023 and Councilmember Susan Wengraf to serve as Vice-President of the Council for a term beginning December 6, 2023 to December 1, 2024 or until new appointments are made.

CONTACT PERSON
Mayor Jesse Arreguin 510-981-7100

Attachments:
1: Resolution

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

APPOINTING A VICE-PRESIDENT OF THE CITY COUNCIL

WHEREAS, Article VIII, Section 39 of the City Charter states that the Council shall elect one of its members to be the Vice-President of the Council; and

WHEREAS, the City Charter and City Council Rules of Procedure and Order state that when the Mayor is absent, the Vice-President of the Council shall preside over all meetings; and

WHEREAS, Article VI, Section 22 of the City Charter states that “During the temporary absence or disability of the Mayor, the Vice-President of the Council shall act as Mayor pro tempore”; and

WHEREAS, to ensure proper continuity of government the Council must appoint one of its members to serve as Vice-President of the Council; and

WHEREAS, the Council voted to change the term of the Vice-President of the Council to a one-year term appointed at the first Council meeting in December, beginning December 4, 2018. The resolution also allows the Council to appoint an individual for two consecutive years, or to appoint two different Councilmembers as Vice-President of the Council over a two-year period.

NOW THEREFORE, BE IT RESOLVED by Council of the City of Berkeley that it hereby appoints Councilmember Ben Bartlett to serve as Vice-President of the Council for a term beginning December 14, 2022 to December 5, 2023 and appoints Councilmember Susan Wengraf to serve as Vice-President of the Council for a term beginning December 6, 2023 to December 1, 2024 or until new appointments are made.

Office of the City Manager

23

PUBLIC HEARING
January 21, 2025

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: California Municipal Finance Authority Bond Financing for 2001 Ashby Avenue

RECOMMENDATION

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and the Internal Revenue Code of 1986, as amended, and upon conclusion, adopt a Resolution approving the issuance of additional bonds, increasing the total amount of bonds to be issued for this project, by the California Municipal Finance Authority (CMFA) for the benefit of the 2001 Ashby Avenue rental housing development.

FISCAL IMPACTS OF RECOMMENDATION

Resources for Community Development (RCD), 2001 Ashby Avenue's sponsor, has requested that CMFA adopt a financing plan to provide for the issuance of a tax-exempt loan in one or more bond series not to exceed $44,957,471 in aggregate principal amount (collectively, the "Bonds"). The Bonds to be issued by the CMFA will be the sole responsibility of RCD. The City will have no financial, legal, moral obligation, liability or responsibility for the repayment of the Bonds. All financing documents with respect to the issuance of the loan will contain clear disclaimers that the loan is not an obligation of the City or the State of California but is to be paid for solely from funds provided by RCD.

CURRENT SITUATION AND ITS EFFECTS

RCD is the sponsor of an 87-unit rental housing facility for low-income and very low-income tenants, including those experiencing homelessness (the "Project"), located at 2001 Ashby Avenue. The City Council approved a $17,000,000 loan from the Housing Trust Fund (HTF) program, and approved the issuance of bonds in an amount not to exceed $50,000,000 by the California Municipal Finance Authority (CMFA) in December of 2021 to support this project's financing. The actual issuance of bonds for the project was for $42,607,471. Since this approval, the project is in the final stages of construction and is expected to be occupied in early 2025.

Because of various project delays, the development costs are higher than anticipated and RCD needed to identify a source of funding to fill the gap. RCD requested that CMFA issue the Bonds to finance the remaining construction, improvement, and equipping of the Project. These Bonds, combined with the City's HTF loan and State sources, will facilitate the necessary financing for the Project's completion.

In order for the bonds to qualify as tax-exempt bonds, the City must conduct a public hearing (the "TEFRA Hearing") to provide members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the Project's financing. Prior to the TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the government hosting the Project must provide its approval of the issuance of the bonds for its financing. This adoption is solely for the purposes of satisfying the requirements of TEFRA, the Internal Revenue Code, and the California Government Code Section 6500.

BACKGROUND

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development through the financing of economic development and charitable activities throughout California. To date, over 330 municipalities, including the City of Berkeley, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt financing aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Developing infill, affordable housing is generally accepted as a best practice to reduce greenhouse gas emissions from vehicle miles traveled.

RATIONALE FOR RECOMMENDATION

The proposed project is eligible for tax-exempt bonds. The Council's approval of the CMFA's issuance will help the Project access tax-exempt financing to support the City's supply of low- and very-low income units in accordance with the City's Regional Housing Needs Allocation and Strategic Plan goals.

The City has previously invested HTF funds to support this project's financing, which will be leveraged in conjunction with these tax-exempt bonds to support the Project's completion.

ALTERNATIVE ACTIONS CONSIDERED

The City may decline to hold a TEFRA hearing at all, or to hold the hearing but not approve the bonds. While it is preferable for the City to hold the TEFRA hearing and approve the use of bonds, CMFA could approach Alameda County to fill this role if the City declined. Alternatively, the project would need to identify a new funding plan that does not include additional bond funds if the City Council does not approve the issuance. The resulting delays and/or additional expenses would negatively impact the Project's feasibility.

CONTACT PERSON

Kelly deWolfe, Community Development Project Coordinator, HHCS, (510) 981-5424

Attachments:
1: Resolution
2: Public Hearing Notice

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BERKELEY APPROVING THE REISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $44,957,471 TO FINANCE AND REFINANCE A MULTIFAMILY RENTAL HOUSING FACILITY FOR THE BENEFIT OF MAUDELLE SHIREK, L.P., OR ITS AFFILIATE, AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Resources for Community Development (the "Sponsor"), on behalf of Maudelle Shirek, L.P., a California limited partnership (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") reissue one or more series of revenue bonds in an aggregate principal amount not to exceed $44,957,471 (the "Bonds"), including but not limited to revenue bonds issued as part of a plan to (1) finance and refinance the acquisition, construction, improvement and equipping of an 87-unit rental housing facility for low-income and very low-income tenants, including those experiencing homelessness (the "Project"), to be located at 2001 Ashby Avenue in the City of Berkeley, California (the "City"), and (2) pay certain expenses in connection with the reissuance of the Bonds; and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the reissuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the reissuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the reissuance of the Bonds, and now desires to approve the reissuance of the Bonds by the Authority.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the reissuance of the Bonds by the Authority, including but not limited to Bonds issued as part of a plan to finance and refinance the Project. It is the purpose and intent of the City Council that this resolution constitute approval of the reissuance of the Bonds by the Authority for the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative

of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 5. This resolution shall take effect immediately upon its adoption.

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL
CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS FOR 2001 ASHBY AVENUE

The public may participate in this hearing by remote video or in-person.

The Department of Housing and Community Services is proposing that on January 21, 2025, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to the proposed reissuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in an amount not to exceed $44,957,471 (the "Bonds"), including but not limited to revenue bonds reissued as part of a plan to (1) refinance the acquisition, construction, improvement and equipping of an 87-unit rental housing facility for low-income and very low-income tenants, including those experiencing homelessness (the "Project"), to be located at 2001 Ashby Avenue in the City of Berkeley, California (the "City"); and (2) pay certain expenses incurred in connection with the reissuance of the Bonds.. The facilities are to be owned and operated by Maudelle Shirek, L.P., a California limited partnership (the "Borrower").

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City of Berkeley, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will be held on January 21, 2025 at 6:00 p.m. or as soon thereafter as the matter can be heard in the School District Board Room, located at 1231 Addison Street, Berkeley, CA 94702. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology, as well as any health and safety requirements for in-person attendance.**

Interested persons wishing to express their views on the reissuance of the Bonds or on the nature and location of the facilities proposed to be financed and refinanced may attend the City Council meeting or, prior to the City Council meeting, submit written comments.

A copy of the agenda material for this hearing will be available on the City's website at https://berkeleyca.gov/ as of **January 9, 2025.**

For further information, please contact Kelly deWolfe at (510) 981-5424.
Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley 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 or in person to the City Clerk. 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 at (510) 981-6900 or clerk@berkeleyca.gov for further information.

Published: January 10, 2024 – The Berkeley Voice *[must be published at least 7 days in advance]*

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I hereby certify that the Notice for this Public Hearing 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 January 9, 2025.

_____

Mark Numainville, City Clerk
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Office of the City Manager

PUBLIC HEARING
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: Changes to Selected Recreation Facilities and Camps Program Fees

RECOMMENDATION

Conduct a public hearing and upon conclusion, adopt a Resolution approving new fees and increasing current fees for select recreation programs and facility rentals; and rescinding Resolution No. 71,356 N.S. and all amendatory resolutions.

FISCAL IMPACTS OF RECOMMENDATION

The proposed new fees and fee increases will provide additional revenue to offset the operation and maintenance costs associated with picnic sites, Tuolumne (BTC) and Echo Lake Resident Camps and Berkeley Day Camp.

New revenue from picnic site reservations will be deposited into the Parks Tax and Marina Fund, depending on the location of the rental. All picnic site reservation revenue will go to the Parks Tax Fund starting in July 2025, when Waterfront park and landscape costs are shifted from the Marina Fund to the Parks Tax Fund, following the recent voter-approved increase to the Parks Tax.

New revenue from increases to BTC, Echo Lake Camp and Berkeley Day Camp will be deposited into the Camps Fund.

These fee increases would raise an estimated $95,085 in the next year to help offset program costs, (see Table 1).

Table 1 - Summary of Estimated Annual Increase in Revenue

Fee	Camps Fund (125)	Parks Tax (138)	Marina Fund (608)	Total
Picnic Area Rentals		$40,325	$6,760	**$47,085**
Camp Programs	$48,000			**$48,000**
Total	**$48,000**	**$40,325**	**$6,760**	**$95,085**

CURRENT SITUATION AND ITS EFFECTS

On May 21, 2024, Council adopted an updated Fee Schedule for the Recreation Division programs (Resolution No. 71,356-N.S.). The City regularly reviews all recreation fees in an

effort to keep programs and facilities accessible to residents while accounting for increased costs to deliver those services.

Camps Fund

The Camps Fund is a self-supporting fund, with revenues expected to cover expenditures. The Camps Fund is comprised of five main programs:

- Berkeley Day Camp, a summer day camp program in Berkeley;
- Berkeley Cazadero Camp, operated by Cazadero Performing Arts Camp and offering music and performing arts programs, located in Sonoma County;
- Berkeley Echo Lake Camp, offering Family Camp, Youth Camp, Counselor-in-Training and other programs, located near South Lake Tahoe; and
- Berkeley Tuolumne Camp, offering Family Camp, Counselor-in-Training, and other programs, located near Yosemite National Park.
- Fee Classes, including internal and contractor-run classes in health and fitness, martial arts, youth enrichment, sports, and education.

Prior to the 2013 Rim Fire, which caused the destruction of BTC, the Camps Fund revenue consistently outpaced expenses. Since that time the fund has operated in a deficit. While the Camps Fund has made significant strides since BTC reopened 3 years ago, the operational deficit of approximately $700,000, which is reduced from previous years, still exists. The planned increases will raise an estimated $48,000 in revenue this year, which combined with increased registration from program changes, will help reduce this deficit.

Table 2 - Impact of New Fees and Program Changes on the Camps Fund

Camps Fund: FY25	**FY25 Budget**	**FY25 Budget** (with fee increases)
Total Revenues	$3,165,937	$3,213,937
Total Expenditures	$3,911,261	$3,911,261
Net Revenue (Deficit)	($745,324)	($697,324)

Fee increases are proposed to the following programs. The proposed changes are detailed in Attachment 1, with fee comparisons in Attachment 2.

Berkeley Day Camp

Increased fees are required to offset growing personnel, materials and equipment costs. The implementation of a 5% increase for each of the next 3 years will help cover costs, while still maintaining program fees at or below market rate pricing (see Attachment 2). This is a very popular program and operates at over 95% occupancy.

Berkeley Echo Lake Camp

Echo Lake Camp has provided high quality, inclusive, recreation opportunities for the Berkeley community for over 100 years. Both personnel and non-personnel costs have increased in recent years and new fees are needed to offset those costs for youth camp, family camp, and the counselor-in-training (CIT) programs. Proposed changes include a 5% fee increase in Youth Camp, and CIT programs over the next 3 calendar years and the establishment of new beginning and advanced backpacking programs with a fee of $1,214 and $1,600 respectively, with 5% increases in each of the following 2 years. The proposed fee increases maintain our program fees at rates that are consistent with or below neighboring camp programs (see

Attachment 2). Typically, Echo Lake youth camp has waitlists for every week and operates at over 95% occupancy.

Berkeley Tuolumne Camp

As Berkeley Tuolumne Camp is rebuilding its participant base, staff are not proposing increases to family camp fees. Fee increases are proposed for the counselor-in-training (CIT) program to offset increasing costs associated with that program as this program has become more labor-intensive than originally anticipated. Proposed changes include a 5% increase in CIT fees in each of the next 3 years. Despite these proposed increases, we continue to maintain our market rate pricing (see Attachment 2).

Additionally, staff are proposing changes to the cancelation fees. Currently, participants have an option of paying a $500 deposit and then paying the balance at the beginning of May, or paying the full fees at the time of registration. If they cancel 30 days or more before their reservation date, they are only charged a 25% admin fee, not to exceed $150. This minimal cancelation fee policy has resulted in numerous family camp reservations being cancelled late, leaving their cabin almost impossible to fill because most family camp registrants sign up 5-6 months in advance. Staff is proposing that only the family camp cancelation fee is increased to $500 per reservation for cancellations 30 days or more in advance of arrival; non-family camp cancelation fees remain the same at 25% of reservation, not to exceed $150. There is no change proposed to the current policy that cancellations less than 30 days are not refunded.

Fee changes are proposed to go into effect January 22, 2025, January 1, 2026 and January 1, 2027.

Picnic Site Rental Fees

Picnic site fees offset the costs of maintenance, managing reservations and employees who ensure reservations are appropriate and safe. While the number of permits and revenue associated with those permits has increased in recent years (see Table 3), the number of staff and associated costs to manage those reservations has also increased.

Picnic site rental revenue is deposited in the Parks Tax or Marina Fund, depending on location. When the new Parks Tax revenue is introduced in FY26, Waterfront picnic site revenue and costs will shift from the Marina Fund to Parks Tax. The Parks Tax Fund is projected to carry only a 6% reserve in FY27 despite the recent Parks Tax increase passed by voters, as the new funding is fully allocated to capital, tree planting and Waterfront park and landscape costs.

Table 3 – Reservable picnic site use and revenue since 2020

Fiscal Year	Number of Permits	Revenue	Number of Reservable Picnic Spaces
FY 2020	171	$9,598	8
FY 2021	292	$17.675	8
FY 2022	1,378	$74,592	18
FY 2023	2,099	$102,295	18
FY 2024	2,525	$128,783	28

New Reservable Picnic Site Fees

The following new sites are proposed to respond to increased demand for reservable picnic sites in these parks.

Table 4 – New reservable picnic site fees

Location	Unit of Measure	Resident	Non-Resident
Cedar Rose Area 3 (Trellis Site)	4-hours	$36	$43
Cesar Chavez Area 3	4-hours	$70	$70
Codornices Park Area 3	4-hours	$50	$60
Cragmont Park Area 2	4-hours	$50	$60
Cragmont Park Area 3	4-hours	$50	$60
John Hinkel Area 2	4-hours	$50	$60
San Pablo Area 4	4-hours	$33	$40
San Pablo Area 5	4-hours	$33	$40
Shorebird Park Area 4	4-hours	$75	$75
Strawberry Creek Park Area 2	4-hours	$33	$40

Changes to Existing Picnic Site Fees

The following sites have been modified with additional amenities like tables or barbeques. These sites are currently reserved regularly.

Table 5 – Changes to existing picnic site fees

Location	Unit of Measure	Resident (proposed change in rate)	Non-Resident (proposed change in rate)
Cedar Rose Area 1	4-hours	From $30 to $36	From $40 to $43
Grove Park Area 1	4-hours	From $33 to $50	From $40 to $60
Strawberry Creek Park Area 1	4-hours	From $33 to $50	From $40 to $60

New fee and discount related to John Hinkel Amphitheater

The John Hinkel Amphitheater, which seats up to 200 people, is available for rent in 4-hour time blocks. City staff have received requests for a multi-day discount from small theater groups and longstanding rentals. A proposed multi-day discount of 20% would be applied to reservations that are greater than 3 days, with the discount applied to the reservation for the Amphitheater only.

Additionally, to alleviate conflicts between amphitheater performances and the adjacent picnic site (John Hinkel Picnic Site 2), an “add-on” picnic site fee is being proposed, so that groups booking the amphitheater can also reserve the picnic site at a reduced rate. The proposed “add-on” picnic site fee is $15 for a 4-hour block, reduced from the regular $50 rate noted above.

Table 6 – New fee and discount related to John Hinkel Amphitheater*

Location	Unit of Measure	Resident	Non-Resident
B. John Hinkel Amphitheater	4-hours	$200*	$240*
Each Additional Hour (after 4 hours)	Hour	$75*	$90*
Multi-Day Discount – Applies to amphitheater reservations that are greater than 3 days	4-hours	20% Discount	20% Discount
Add-On Picnic Site 2 picnic tables - lower level	4-hours	$15	$20

*There is no change proposed to basic rental rate of amphitheater; these are included to show total costs for rental.

Fee changes are proposed to go into effect January 22, 2025.

BACKGROUND

The Parks, Recreation and Waterfront Department operational budget (non-CIP) is approximately $48M per year. The primary funds that support the PRW Department are the Parks Tax, the Marina Fund, the Camps Fund and the General Fund. With the General Fund only supporting 21% (or $9.8M per year) of the Department's budget, that leaves the majority of operations to be self-supporting. The fees related to camp programs and picnic and park reservations proposed in this report are needed to cover costs associated with self-supporting non-General Fund programs.

ENVIRONMENTAL SUSTAINABILITY

The proposed camp fee increases will support sustainability in these camp programs which provide direct and indirect environmental benefits. Camp programs connect the community with the environment, emphasize the importance of environmental stewardship, and teach youth and community members about our local environmental resources and how to preserve them. Picnic site and park rentals similarly provide pathways for community members to engage with the outdoors, the local environment, and practice environmental stewardship.

CONTACT PERSON

Scott Ferris, Director, 510-981-6711

Attachments:

1. Recreation Fees: Current vs. Proposed
2. Fee Comparisons
3. Resolution
   Exhibit A: Fee Schedule
4. Notice of Public Hearing

ATTACHMENT 1

Recreation Fee Schedule: Proposed Changes in Selected Areas

Program Area	Unit of Measure	Resident (Current)	Resident (Proposed)	Non-Resident (Current)	Non-Resident (Proposed)
6. Picnic Areas (4-Hour Minimum)					
Cedar Rose Area 1	4-hours	30.00	$36.00	$40.00	$43.00
Cedar Rose Area 3	4-hours	-	$36.00	-	$43.00
Cesar Chavez Area 3	4-hours	-	$70.00	-	$70.00
Codornices Park Area 3	4-hours	-	$50.00	-	$60.00
Cragmont Area 2	4-hours	-	$50.00	-	$60.00
Cragmont Area 3	4-hours	-	$50.00	-	$60.00
Grove Area 1	4-hours	$33.00	$50.00	$40.00	$60.00
John Hinkel Area 2	4-hours	-	$50.00	-	$60.00
San Pablo Park Area 4	4-hours	-	$33.00	-	$40.00
San Pablo Park Area 5	4-hours	-	$33.00	-	$40.00
Shorebird Park Area 4	4-hours	-	$75.00	-	$75.00
Strawberry Creek Area 1	4-hours	$33.00	$50.00	$40.00	$60.00
Strawberry Creek Area 2	4-hours	-	$33.00	-	$40.00
7. Parks & Open Space (Not Athletic Fields)					
C. John Hinkel Amphitheater					
Add-on: Picnic Area 2 - Lower Level	4-hours	-	$15.00	-	$20.00
Multi-Day Discount – Applies to reservations that are greater than 3 days (Applies to the Full Permit)	4-hours	-	20% discount	-	20% discount
8. Weddings & Events (4-Hour Minimum)					
C. John Hinkel (Outside Areas)					
Cleaning/Damage Deposit		-	$350.00	-	$350.00
Add-on: Picnic Area 2 - Lower Level	4-hours	-	$15.00	-	$20.00
Multi-Day Discount – Applies to reservations that are greater than 3 days (Applies to Amphitheater only)	4-hours	-	20% discount	-	20% discount

Program Area	Unit of Measure	Resident (Current)	Resident (as of 1/22/2025) (Proposed)	Resident (as of 1/1/2026) (Proposed)	Resident (as of 1/1/2027) (Proposed)	Non-Resident (Current)	Non-Resident (as of 1/22/2025) (Proposed)	Non-Resident (as of 1/1/2026) (Proposed)	Non-Resident (as of 1/1/2027) (Proposed)
I. Camp Programs									
1. Berkeley Day Camp									
Youth Core Program	5-Day	$269.00	$282.00	$296.00	$311.00	$323.00	$339.00	$356.00	$374.00
AM Extended Care	5-Day	$57.00	$60.00	$63.00	$66.00	$68.00	$71.00	$75.00	$79.00
PM Extended Care	5-Day	$88.00	$92.00	$97.00	$102.00	$106.00	$111.00	$117.00	$123.00
Counselor-In-Training	10-Day	$217.00	$228.00	$239.00	$251.00	$260.00	$273.00	$287.00	$301.00
2. Echo Lake Camp									
B. Counselor-In-Training									
Counselor-In-Training	2-Week	$448.00	$470.00	$494.00	$519.00	$538.00	$565.00	$593.00	$623.00
Counselor-In-Training	1-Week	$308.00	$323.00	$339.00	$356.00	$370.00	$389.00	$408.00	$428.00
I. Youth Camp									
5-Day Program	5-Day	$672.00	$706.00	$741.00	$778.00	$806.00	$846.00	$888.00	$932.00
6-Day Program	6-Day	$806.00	$846.00	$888.00	$932.00	$967.00	$1,015.00	$1,066.00	$1,119.00
7-Day Program	7-Day	$941.00	$988.00	$1,037.00	$1,089.00	$1,129.00	$1,185.00	$1,244.00	$1,306.00
Per Day Fee	1-Day	$134.00	$141.00	$148.00	$155.00	$161.00	$169.00	$177.00	$186.00
K. Backpacking Program									
Beginning Backpacking	5-Day	-	$1,214.00	$1,275.00	$1,339.00	-	$1,456.00	$1,529.00	$1,605.00
Advanced Backpacking	6-Day	-	$1,600.00	$1,680.00	$1,764.00	-	$1,920.00	$2,016.00	$2,117.00
3. Tuolumne Camp									
C. Counselor-In-Training									
Counselor-In-Training	2-Week	$465.00	$488.00	$512.00	$538.00	$558.00	$586.00	$615.00	$646.00
Counselor-In-Training	1-Week	$308.00	$323.00	$339.00	$356.00	$370.00	$389.00	$408.00	$428.00
4. Resident Camp Surcharges									
Family Camp Reservation Cancellation	Reservation	30 days or more before arrival: $500 per reservation. Less than 30 days before arrival: no refunds							

Program Area	Unit of Measure	Resident (Current)	Resident (as of 1/22/2025) (Proposed)	Resident (as of 1/1/2026) (Proposed)	Resident (as of 1/1/2027) (Proposed)	Non-Resident (Current)	Non-Resident (as of 1/22/2025) (Proposed)	Non-Resident (as of 1/1/2026) (Proposed)	Non-Resident (as of 1/1/2027) (Proposed)
Non-Family Camp Reservation Cancellation (30 days or more before arrival)	Reservation	25% of reservation, not to exceed $150							

ATTACHMENT 2

Table 1: Youth Camp Program Fees – Per Session Comparison

Note: This analysis compares the per camper rate for a Youth Camp Enrollment during primary program periods for a 6-day session. Other camps have varied schedule models and fees have been adapted for comparative purposes. Where camps include additional surcharges or operational fees in addition to the base rate, such rates have been calculated for comparison. Session fees are pro-rated or extended where applicable.

Agency	Fee
YMCA Camp Ravencliffe	$638
Berkeley Echo Lake Camp (current)	**$806**
Berkeley Echo Lake Camp (5% increase)	**$846**
YMCA Camp Loma Mar	$886
Camp Concord	$1,071
Cazadero (Young Musicians)	$1,080
Cazadero (Middle School)	$1,095
Sierra Nevada Journeys	$1,250
Camp Winnarainbow (1 week)	$1,300
Camp Augusta	$2,014
Mountain Camp	$2,600

Table 2: Counselor-In-Training – Per Session Comparison for Echo Lake

Note: This analysis compares the per camper rate for a Counselor-In-Training Program during primary program periods for one-week, two-week and three-week sessions.

Agency	Fee
Berkeley Echo Lake Camp (One Week; Current)	**$308**
Berkeley Echo Lake Camp (One Week; Proposed)	**$323**
Berkeley Echo Lake Camp (Two Week; Current)	**$448**
Berkeley Echo Lake Camp (Two Week; Proposed)	**$488**
Camp Concord (One Week)	$1,050
Sierra Nevada Journeys (Two Week)	$2,500
Camp Augusta (Three Week)	$2,730
Walton's Grizzly Lodge (Two Week)	$4,410
Mountain Camp (Two Week)	$5,000
Shaffer High Sierra Camp (Two Week)	$5,295

Table 3: Backpacking Program – Per Session Comparison for Echo Lake

Note: This analysis compares the per camper rate for Backpacking Programs during primary program period of 6-days.

Agency	Program Length	Fee
Berkeley Echo Lake Camp (Beginners; Proposed)	**6-days**	**$1,214**
Avid 4 Adventure	6-days	$1,299
Berkeley Echo Lake Camp (Advanced; Proposed)	**6-days**	**$1,600**
Camp Augusta	6-days	$1,600
Camp Tawonga	6-days	$1,795
Hidden Villa	12-days	$2,200
Walton's Grizzly Lodge (Two Week)	8-days	$2,550

Table 4: Counselor-In-Training – Per Session Comparison for Berkeley Tuolumne Camp

Note: This analysis compares the per camper rate for a Counselor-In-Training Program during primary program periods for one-week, two-week and three-week sessions.

Agency	Fee
Berkeley Tuolumne Camp (One Week; Current)	**$308**
Berkeley Tuolumne Camp (One Week; Proposed)	**$323**
Berkeley Tuolumne Camp (Two Week; Current)	**$465**
Berkeley Tuolumne Camp (Two Week; Proposed)	**$488**
Camp Krem (10-Days)	$800
Camp Concord (One Week)	$1,050
Sierra Nevada Journeys (Two Week)	$2,500
Camp Tawonga (Four Week)	$6,995

Table 5: Day Camp Program Fees- Per Session Comparison

Note: This analysis compares the per session rate for a single Day Camp Enrollment during primary program periods for a 5-day session Monday through Friday. Agencies are all comparative in hours of services, activities and locations provided per registration.

Agency	Fee
Berkeley Day Camp (current)	**$269**
Berkeley Day Camp (proposed)	**$282**
CAMP 510	$430
Camp JCAS	$450
MOCHA	$450
Galileo Camp	$525
Redwood Day	$540
Steve & Kate's Camp	$575
Monkey Business	$638

Table 6: Day Camp Counselor-In-Training Program Fees- Per Session Comparison

Note: This analysis compares the per session rate for a single Day Camp Counselor-in-Training Program Enrollment during primary program periods for 5-day sessions, Monday through Friday. Agencies are all comparative in hours of services, activities and locations provided per registration.

Agency	Program Length	Fee
Berkeley Day Camp (Current)	**5-Day**	**$108.50**
Berkeley Day Camp (Proposed)	**5-Day**	**$114**
Camp 510	5-Day	$225
Monkey Business	5-Day	$309
Galileo Camp	5-Day	$375
Camp JCAS	5-Day	$425
Kids for the Bay	5-Day	$475
Redwood Day	5-Day	$540
MOCHA	5-Day	$540
Steve & Kate's Camp	5-Day	$600

Table 7: Picnic Site – Per Hour Fee Comparison
Note: This analysis compares hourly rates for picnic reservations.

Agency	Resident Rate	Non-Resident Rate	Details
City of El Cerrito	$11	$14	Each reservation is for the full day sun-up to sun-down, generally 8am-7pm.
City of Berkeley (Proposed)	**$14**	**$16**	Average of City picnic site costs
City of Albany	$24	$27	Set start and end times for blocks, like COB.
City of Lafayette	$30	$36	Fee is based on number of patrons. These are for 1-20 attendees.
City of Pinole	$30	$39	
City of Richmond	$39	$39	

Agency	Resident Rate	Non-Resident Rate	Details
City of Oakland	$40	$43	Includes Park use fee in addition to picnic fee. Park use fee is based on number of patrons.
City of Orinda	$62	$79	4 categories for rates: OUSD, Nonprofit, Private, Commercial. These rates are for Private (Resident) and Commercial (Non-resident).

ATTACHMENT 3

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

CHANGES TO SELECTED RECREATION AND CAMPS PROGRAM FEES; FOR PARKS & RECREATION PROGRAMS AND FACILITIES; AND RESCINDING RESOLUTION NO. 71,356 N.S.

WHEREAS, on May 21, 2024, Council adopted the new Fee Schedule for Recreation Division programs (Resolution No. 71,356-N.S.); and

WHEREAS, the proposed Echo Lake Camp, Tuolumne Camp, and Berkeley Day Camp new fees and fee increases will provide additional revenue to the Camps Fund which will help cover the cost of delivering programs; and

WHEREAS, the Picnic Permit new fees and locations will provide additional revenue to the Parks Tax Fund and Marina Fund which will help cover the cost of delivering service and maintaining facilities; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the rates and charges set forth in Exhibit A are hereby fixed and established for the Parks and Recreation programs and facilities and shall be effective January 22, 2025, unless otherwise noted in Exhibit A.

BE IT FURTHER RESOLVED that Resolution No. 71,356 N.S.; and all amendatory resolutions are hereby rescinded effective January 21, 2025.

Exhibit A: Fee Schedule

Exhibit A:
Recreation Fee Schedule
Effective January 22, 2025 (unless otherwise noted below)

Program Area	Unit of Measure	Resident	Non-Resident
II. DIRECTOR'S AUTHORITY TO IMPLEMENT NEW FEES			
The Director of Parks Recreation and Waterfront, or his/her designee, reserves the right to establish fees for new Recreation programs based on comparison with other municipalities.			
New Programs	Various	Up to $350.00	Up to $420.00
III. FACILITY RENTAL CHARGES			
1. Room Rentals: Regular Hours (1-Hour Minimum); Non-Regular Hours (2-Hour Minimum) James Kenney (JK), Live Oak (LO), Frances Albrier (FA), Martin Luther King (MLK)			
A. Youth, Senior, Disabled			
Regular Hours	Hour	$41.00	$49.00
Non-Regular Hours	Hour	$61.00	$73.00
B. All Other			
Auditorium (FA), Social Hall (LO)			
Regular Hours	Hour	$67.00	$80.00
Non-Regular Hours	Hour	$82.00	$98.00
Fireside Room (LO), Community Room (JK, YAP)			
Regular Hours	Hour	$52.00	$62.00
Non-Regular Hours	Hour	$67.00	$80.00
Game Room (MLK), Arts & Crafts Room (FA, JK, LO, YAP) Meeting Room (JK, LO, MLK, FA)			
Regular Hours	Hour	$46.00	$55.00
Non-Regular Hours	Hour	$62.00	$74.00
C. Multi Room Discount			
2nd room	Rental	25% discount	25% discount
3rd room, each additional room	Rental	50% discount	50% discount
D. Gym Rentals (JK, MLK)			
Regular Hours	Hour	$64.00	$77.00

Program Area	Unit of Measure	Resident	Non-Resident
Non-Regular Hours	Hour	$75.00	$90.00
E. Filming Fee			
Parks and Facilities	½ Day	$400.00	$400.00
	Full Day	$800.00	$800.00
F. Surcharges			
Table & Chair Set-Up	Rental	$63.00	$76.00
Kitchen Use	Rental	$86.00	$103.00
Small Storage Room	Month	$21.00	$25.00
Large Storage Room	Month	$31.00	$37.00
Stage Use w/Room Rental	Hour	$26.00	$31.00
P/A system & staff operation	Hour	$42.00	$50.00
Cleaning/Damage Deposit All Rentals (Refundable)	Rental	$200.00	$200.00
2. City Athletic Fields			
A. Cedar Rose, Codornices, Glendale-La Loma, Grove, James Kenney, Ohlone, Rosa Parks, San Pablo, Thousand Oaks, Willard			
Youth non-profit leagues	2-Hours	$36.00	$43.00
Adults, for-profits, private schools	2-Hours	$72.00	$86.00
Maintenance Deposit		40% of Fee	40% of Fee
B. Gabe's Fields at Harrison Park, Natural Turf			
Youth non-profit leagues	2-Hours	$36.00	$43.00
Adults, for-profits, private schools	2-Hours	$83.00	$100.00
Youth, for-profits, private schools, with lights	2-Hours	$66.00	$80.00
Adults, for-profits, private schools, with lights	2-Hours	$113.00	$136.00
C. Gilman Fields, Natural Turf			
Youth non-profit leagues, no lights	2-Hours	$36.00	$43.00
Adults, for-profits, private schools, no lights	2-Hours	$83.00	$100.00
Youth non-profit leagues, with lights	2-Hours	$66.00	$80.00
Adults, for-profits, private schools, with lights	2- Hours	$113.00	$136.00
D. Gilman Fields, Synthetic Turf			

Program Area	Unit of Measure	Resident	Non-Resident
Youth non-profit leagues, no lights	2-Hours	$50.00	$60.00
Adults, for-profits, private schools, no lights	2-Hours	$104.50	$125.50
Youth non-profit leagues, with lights	2-Hours	$80.00	$96.00
Adults, for-profits, private schools, with lights	2- Hours	$134.50	$161.50
E. Sports Field User Fines (Policy Violations: Applicable to All Athletic Fields)			
Playing on Closed Grass Fields	1st Offense	$250.00	$250.00
	2nd Offense	$500.00	$500.00
Running practices in main goal areas	1st Offense within 12 mo	$50.00	$50.00
	2nd Offense within 12 mo	$100.00	$100.00
	3rd Offense within 12 mo	$200.00	$200.00
Dogs, Alcohol, Trash, Wheeled vehicles	Incident	$100.00	$100.00
Field Monitor	Hourly	$25.00	$25.00
F. Additional Rules (Applicable to All Athletic Fields)			
Weekday slots used before 3:30pm throughout the year are discounted 50%			
Weekday slots 5:30pm-7:00pm are charged as full two-hour slot			
All other slots are pro-rated in 30-minute increments			
3. Skate Park Rental			
Rental (includes 2 staff members)	Hour	$250.00	$300.00
Birthday Party Rental (includes 2 staff members & lesson)	Hour	$350.00	$420.00
Cleaning/Damage Deposit (refundable)	Rental	$200.00	$200.00
4. Tennis Courts			
A. Day Use (All Courts): Cedar Rose, Grove, James Kenney, Live Oak, Rose Garden, Roy Oakes, San Pablo, Strawberry Creek, Willard			
Adult	Hour	$7.00	$8.00
Youth, Senior, Disabled	Hour	$5.00	$6.00

Program Area	Unit of Measure	Resident	Non-Resident
B. Night Use/Lighted Courts: Cedar Rose, Grove, James Kenney, Live Oak, San Pablo, Strawberry Creek, Willard			
Adult	Hour	$10.00	$12.00
Youth, Senior, Disabled	Hour	$8.00	$10.00
5. Swim Centers (1-hour minimum) King Pool, West Campus Pool			
1-35 people	Hour	$100.00	$120.00
36-70 people	Hour	$145.00	$174.00
71-100 people	Hour	$177.00	$212.00
101-150 people	Hour	$217.00	$260.00
Cleaning/Damage Deposit (refundable)	Rental	$200.00	$200.00
6. Picnic Areas (4-hour minimum)			
Aquatic Park Area 1	4-hours	$50.00	$60.00
Aquatic Park Area 2	4-hours	$54.00	$65.00
Cedar Rose Area 1	4-hours	$36.00	$43.00
Cedar Rose Area 2	4-hours	$36.00	$43.00
Cedar Rose Area 3	4-hours	$36.00	$43.00
Cesar Chavez Area 1	4-hours	$50.00	$50.00
Cesar Chavez Area 2	4-hours	$220.00	$220.00
Cesar Chavez: Area 3	4-hours	$70.00	$70.00
Codornices Park Area 1	4-hours	$83.00	$100.00
Codornices Park Area 2	4-hours	$66.00	$79.00
Codornices Park Area 3	4-hours	$50.00	$60.00
Codornices Park Area 4	4-hours	$50.00	$60.00
Cragmont Area 1	4-hours	$50.00	$60.00
Cragmont Area 2	4-hours	$50.00	$60.00
Cragmont Area 3	4-hours	$50.00	$60.00
Glendale La Loma Area 1	4-hours	$40.00	$48.00
Grove Area 1	4-hours	$50.00	$60.00
James Kenney Area 1	4-hours	$50.00	$60.00

Program Area	Unit of Measure	Resident	Non-Resident
James Kenney Area 2	4-hours	$50.00	$60.00
John Hinkel Area 1	4-hours	$40.00	$48.00
John Hinkel Area 2	4-hours	$50.00	$60.00
King School Area 1	4-hours	$33.00	$40.00
Live Oak Park Areas 1	4-hours	$66.00	$79.00
Live Oak Park Areas 2	4-hours	$66.00	$79.00
Ohlone Park @ McGee Area 1	4-hours	$50.00	$60.00
San Pablo Park Area 1	4-hours	$33.00	$40.00
San Pablo Park Area 2	4-hours	$33.00	$40.00
San Pablo Park Area 3	4-hours	$33.00	$40.00
San Pablo Park Area 4	4-hours	$33.00	$40.00
San Pablo Park Area 5	4-hours	$33.00	$40.00
Strawberry Creek Area 1	4-hours	$50.00	$60.00
Strawberry Creek Area 2	4-hours	$33.00	$40.00
Shorebird Park Area 1	4-hours	$75.00	$75.00
Shorebird Park Area 2	4-hours	$75.00	$75.00
Shorebird Park Area 3	4-hours	$45.00	$45.00
Shorebird Park Area 4	4-hours	$75.00	$75.00
Bounce House Permit	Per Use	$30.00	$36.00
7. Parks & Open Space (not athletic fields)			
A. Special Events			
1-99 Participants	Day	$180.00	$350.00
100-249 Participants	Day	$270.00	$500.00
250-499 Participants	Day	$350.00	$700.00
500+ Participants	Day	$550.00	$1,000.00
Cleaning/Damage Deposit (refundable)	Day	$700.00	$700.00
B. Special Events – Additional Days			
1-99 Participants	Day	$170.00	$340.00
100-249 Participants	Day	$230.00	$460.00
250-499 Participants	Day	$250.00	$600.00
500+ Participants	Day	$450.00	$900.00

Program Area	Unit of Measure	Resident	Non-Resident
C. John Hinkel Amphitheater			
Rental	4-hours	$200.00	$240.00
Each Additional Hour (after 4 hours)	Hour	$75.00	$90.00
Cleaning/Damage Deposit (refundable)	Rental	$500.00	$500.00
Add-on: Picnic Area 2 - Lower Level	4-hours	$15.00	$20.00
Multi-Day Discount – Applies to reservations that are greater than 3-days (Applies to Amphitheater only)	4-hours	20% discount	20% discount
D. Camp Day Use Fee			
1-50 Participants	Day	$50.00	$50.00
51-100 Participants	Day	$100.00	$100.00
101-150 Participants	Day	$150.00	$150.00
E. Small Turf Areas in Parks (Ages 8 yrs & under; Mon-Fri only; Max 3 days per week)			
Aquatic Park, James Kenney Park, Live Oak Park, Ohlone Park	2-Hours	$25.00	$30.00
8. Weddings & Events (4-hour minimum)			
A. Rose Garden			
Rental	4-Hours	$1,000.00	$1,200.00
Each Additional Hour (after 4 hours)	Hour	$170.00	$204.00
Cleaning/Damage Deposit (refundable)	Rental	$700.00	$700.00
B. Cragmont, Live Oak Park			
Rental	4-Hours	$450.00	$540.00
Each Additional Hour (after 4 hours)	Hour	$75.00	$90.00
Cleaning/Damage Deposit (refundable)	Rental	$350.00	$350.00
C. John Hinkel (Outside Areas)			
Rental	Hour	$450.00	$540.00
Each Additional Hour (after 4 hours)	Hour	$75.00	$90.00
Cleaning/Damage Deposit (refundable)	Rental	$350.00	$350.00
Add-on: Picnic Area 2 - Lower Level	4-hours	$15.00	$20.00

Program Area	Unit of Measure	Resident	Non-Resident
Multi-Day Discount – Applies to reservations that are greater than 3-days (Applies to the Full Permit)	4-hours	20% discount	20% discount
D. Spinnaker Way Vista			
Rental	4-Hours	$750.00	$750.00
Each Additional Hour (after 4 hours)	Hour	$170.00	$170.00
Cleaning/Damage Deposit (refundable)	Rental	$700.00	$700.00
E. Yacht Club Point			
Rental	4-Hours	$750.00	$750.00
Each Additional Hour (after 4 hours)	Hour	$170.00	$170.00
Cleaning/Damage Deposit (refundable)	Rental	$700.00	$700.00
9. Mini-Amphitheater/Outdoor Classroom (4-hour minimum)			
Codornices Park #A1 (Next to Picnic Site #2)	4-hours	$40.00	$48.00
Live Oak Park #A1	4-hours	$50.00	$60.00
Shorebird Park #A1 (Near Nature Center Playground)	4-hours	$50.00	$50.00
IV. SWIM CENTER FEES			
1. Admissions Public & Family Swim, Laps			
Adult (Drop-in)	Swim	$6.00	$6.00
Adult (10-Swim Card)	10-Swims	$51.00	$51.00
Adult (Monthly)	Month	$73.00	$73.00
Youth, Senior, Disabled (Drop-In)	Swim	$3.00	$3.00
Youth Senior Disabled (10-Swim Card)	10-Swims	$22.00	$22.00
Youth Senior Disabled (Monthly Card)	Month	$37.00	$37.00
2. Red Cross Swim Sessions			
A. Group Lessons			
Adult	Session	$75.00	$90.00
Youth, Senior, Disabled	Session	$72.00	$84.00
B. Organized Youth Groups (Residents Only)			
10-15 participants	Session	$65.00	
16-21 participants	Session	$62.00	

Program Area	Unit of Measure	Resident	Non-Resident
22-32 participants	Session	$54.00	
33-43 participants	Session	$48.00	
44-54 participants	Session	$39.00	
55+ participants	Session	$37.00	
3. Premium Classes Continuous & Coached Workouts: water aerobics, parent/tot, stroke technique, Master Swim			
Adult (Drop-in)	Swim	$7.00	$7.00
Adult (10-Swim Card	10-Swims	$66.00	$66.00
Adult (Monthly)	Month	$82.00	$82.00
Youth, Senior, Disabled (Drop-In)	Swim	$5.00	$5.00
Youth Senior Disabled (10-Swim Card)	10-Swims	$40.00	$40.00
Youth Senior Disabled (Monthly Card)	Session	$57.00	$57.00
4. Private Swim Lessons (1/2 hour session)			
Individual (One-on-One)	Lesson	$30.00	$36.00
Semi-Private Lesson (2 or more Participants)	Lesson	$50.00	$60.00
v. **RECREATION PROGRAMS**			
1. Sports			
A. Adult Softball League			
4 Game Season	Team	$320.00	$384.00
8 Game Season	Team	$640.00	$715.00
10 Game Season	Team	$800.00	$875.00
B. Adult Basketball League			
8 Game Season	Team	$560.00	$635.00
10 Game Season	Team	$700.00	$775.00
C. Adult Volleyball League			
8 Game Season	Team	$320.00	$384.00
10 Game Season	Team	$400.00	$475.00
12 Game Season	Team	$480.00	$555.00

Program Area	Unit of Measure	Resident	Non-Resident
15 Game Season	Team	$600.00	$675.00
D. Open Gym Volleyball			
Drop-In	Drop-In	$5.00	$5.00
E. Youth Baseball			
Individual	Session	$51.00	$61.00
F. Youth Hoops League			
Individual	Session	$30.00	$36.00
G. Youth Twilight Basketball			
Individual	Session	$27.00	$32.00
H. Youth Flag Football League			
Individual	Session	$30.00	$36.00
I. Tennis Lessons			
Youth	Session	$73.00	$88.00
Adult	Session	$107.00	$128.00
J. Skate Park Lessons & Classes			
Full Day	Session	$258.00	$310.00
1/2 Day Camp	Session	$195.00	$234.00
Park Introduction	Session	$11.00	$13.00
Trick Clinic	Session	$11.00	$13.00
Private Lessons	Hour	$43.00	$52.00
Group Lessons	Session	$108.00	$130.00
2. Programs at Centers			
A. After School Program (Frances Albrier, James Kenney)			
Individual	Week	$25.00	$30.00
B. Community Center Camp Programs (Winter, Spring, Summer)			
Core	30 hours	$101.00	$121.00
AM Extended Care	5 hours	$10.00	$12.00
PM Extended Care	15 hours	$30.00	$36.00

Program Area	Unit of Measure	Resident	Non-Resident
3. Waterfront Programs			
A. Adventure Playground			
Individual Admission (anyone over 1 year old)	Day	$1.00	$1.00
Group size 5-10	2-hours	$75.00	$75.00
Group size 11-20	2-hours	$105.00	$105.00
Group size 21-30	2-hours	$150.00	$150.00
Group size 31-40	2-hours	$180.00	$180.00
B. Education Programs			
Animal	Session	$200.00	$200.00
Low Tide	Session	$200.00	$200.00
Research Boat Trip	Session	$225.00	$225.00
Sail Boat Trip	Session	$255.00	$255.00
Docent Training	Session	$65.00	$65.00
Special Program Request	Hour	$65.00	$65.00
Marine Biology	4-Day	$75.00	$75.00
Marine Biology	8-Day	$150.00	$150.00
Boating	4-Day	$150.00	$150.00
Canoeing	3-Day	$55.00	$55.00

Program Area	Unit of Measure	Resident (as of 1/22/2025)	Resident (as of 1/1/2026)	Resident (as of 1/1/2027)	Non-Resident (as of 1/22/2025)	Non-Resident (as of 1/1/2026)	Non-Resident (as of 1/1/2027)
VI. Camp Programs							
5. Berkeley Day Camp							
Youth Core Program	5-Day	$282.00	$296.00	$311.00	$339.00	$356.00	$374.00
AM Extended Care	5-Day	$60.00	$63.00	$66.00	$71.00	$75.00	$79.00
PM Extended Care	5-Day	$92.00	$97.00	$102.00	$111.00	$117.00	$123.00
Counselor-In-Training	10-Day	$228.00	$239.00	$251.00	$273.00	$287.00	$301.00
Cancelled Reservation	Session	25% of reservation not to exceed $150.00					
6. Echo Lake Camp							

Program Area	Unit of Measure	Resident (as of 1/22/2025)	Resident (as of 1/1/2026)	Resident (as of 1/1/2027)	Non-Resident (as of 1/22/2025)	Non-Resident (as of 1/1/2026)	Non-Resident (as of 1/1/2027)
A. 50 & Better Camp							
50 & Better Camp Tent (up to 2 campers)	5-Day	$818.00			$981.00		
50 & Better Camp Tent (up to 2 campers)	4-Day	$650.00			$780.00		
50 & Better Camp Tent (up to 2 campers)	Weekend	$515.00			$618.00		
50 & Better Camp Additional Camper	1-Day	$55.00			$66.00		
B. Counselor-In-Training							
Counselor-In-Training	2-Week	$470.00	$494.00	$519.00	$565.00	$593.00	$623.00
Counselor-In-Training	1-Week	$323.00	$339.00	$356.00	$389.00	$408.00	$428.00
C. Family Camp Sessions							
Full-Week Standard Tent (up to 3 campers)	7-Day	$1,843.00			$2,212.00		
Full-Week Low-Occupancy Tent	7-Day	$1,595.00			$1,914.00		
Nightly Rate: Mon, Tues, or Wed	1-Night	$450.00			$540.00		
Weekend Standard Tent (up to 3 campers)	4-Day	$1,397.00			$1,676.00		
Weekend Low-Occupancy Tent	4-Day	$1,226.00			$1,471.00		
Mid-Week Standard Tent (up to 3 campers)	4-Day	$1,210.00			$1,452.00		
Mid-Week Low-Occupancy Tent	4-Day	$1,062.00			$1,274.00		
Additional Camper Fee (1-Day)	1-Day	$90.00			$108.00		
Additional Camper Session-Based Daily Rate	1-Day	$80.00			$96.00		
D. Day Use Fees							
Adult (15+) Day Use	1-Day	$108.00			$129.60		
Youth (7-14) Day Use	1-Day	$72.00			$86.40		

Program Area	Unit of Measure	Resident (as of 1/22/2025)	Resident (as of 1/1/2026)	Resident (as of 1/1/2027)	Non-Resident (as of 1/22/2025)	Non-Resident (as of 1/1/2026)	Non-Resident (as of 1/1/2027)
Child (3-6) Day Use	1-Day	$54.00			$64.80		
E. Group Rental Rates							
Adult (15+)	1-Day	$85.00			$102.00		
Youth (7-14)	1-Day	$71.50			$85.80		
Child (3-6)	1-Day	$52.80			$63.36		
Infant (0-3)	1-Day	$0.00			$0.00		
Cleaning / Damage Deposit	Rental	$2,000.00			$2,000.00		
F. New Camper Welcome Weekend	Weekend	$195.00			$234.00		
G. School Outdoor Education							
Teachers & Adult Chaperones	1-Day	$60.00			$72.00		
Youth Participants	1-Day	$45.00			$54.00		
H. Work Weekend	Weekend	$0.00			$0.00		
I. Youth Camp							
5-Day Program	5-Days	$706.00	$741.00	$778.00	$846.00	$888.00	$932.00
6-Day Program	6-Days	$846.00	$888.00	$932.00	$1,015.00	$1,066.00	$1,119.00
7-Day Program	7-Days	$988.00	$1,037.00	$1,089.00	$1,185.00	$1,244.00	$1,306.00
Per Day Fee	1-Day	$141.00	$148.00	$155.00	$169.00	$177.00	$186.00
J. Wedding Rental							
Wedding Rental	4-Hours	$750.00			$900.00		
Wedding Rental - Each Additional Hour (after 4 hours)	Hour	$125.00			$150.00		
Cleaning / Damage Deposit	Rental	$2,000.00			$2,000.00		
K. Backpacking Program							
Beginning Backpacking	6-Day	$1,214.00	$1,275.00	$1,339.00	$1,456.00	$1,529.00	$1,605.00
Advanced Backpacking	6-Day	$1,600.00	$1,680.00	$1,764.00	$1,920.00	$2,016.00	$2,117.00
7. Tuolumne Camp							
A. 50 & Better Camp							

Program Area	Unit of Measure	Resident (as of 1/22/2025)	Resident (as of 1/1/2026)	Resident (as of 1/1/2027)	Non-Resident (as of 1/22/2025)	Non-Resident (as of 1/1/2026)	Non-Resident (as of 1/1/2027)
50 & Better Camp Tent (up to 2 campers)	5-Day	$1,008.00			$1,210.00		
50 & Better Camp Tent (up to 2 campers)	4-Day	$806.00			$967.00		
50 & Better Camp Tent (up to 2 campers)	Weekend	$605.00			$726.00		
50 & Better Camp Additional Camper per day	1-Day	$60.00			$72.00		
B. Leaders-In-Training (LIT)	4-Day	$941.00			$1,129.00		
C. Counselor-In-Training (CIT)							
Counselor-In-Training	2-Week	$488.00	$512.00	$538.00	$586.00	$615.00	$646.00
Counselor-In-Training	1-Week	$323.00	$339.00	$356.00	$389.00	$408.00	$428.00
D. Family Camp							
Full-Week Standard Tent (up to 3 campers)	1-Week	$2,195.00			$2,633.00		
Full-Week Low-Occupancy Tent	1-Week	$1,887.00			$2,264.00		
Weekend Standard Tent (up to 3 campers)	4-Day	$1,664.00			$1,997.00		
Weekend Low-Occupancy Tent	4-Day	$1,459.00			$1,751.00		
Mid-Week Standard Tent (up to 3 campers)	4-Day	$1,430.00			$1,716.00		
Mid-Week Low Occupancy Tent	4-Day	$1,210.00			$1,452.00		
Nightly Rate: Mon, Tues, or Wed	1-Day	$525.00			$630.00		
E. Family Camp Day Use Fees							
Adult (15+) Day Use	1-Day	$135.00			$162.00		
Youth (7-14) Day Use	1-Day	$90.00			$108.00		
Child (3-6) Day Use	1-Day	$68.00			$81.60		
Additional Camper Fee (1-Day)	1-Day	$100.00			$120.00		

Program Area	Unit of Measure	Resident (as of 1/22/2025)	Resident (as of 1/1/2026)	Resident (as of 1/1/2027)	Non-Resident (as of 1/22/2025)	Non-Resident (as of 1/1/2026)	Non-Resident (as of 1/1/2027)
Additional Camper Session-Based Daily Rate	1-Day	$90.00			$108.00		
F. Group Rental Rates							
Adult (15+)	1-Day	$110.00			$132.00		
Youth (7-14)	1-Day	$93.00			$111.60		
Child (3-6)	1-Day	$78.00			$93.60		
Infant (0-3)	1-Day	$0.00			$0.00		
Cleaning / Damage Deposit	Rental	$2,000.00			$2,000.00		
G. New Camper Welcome Weekend	Weekend	$195.00			$234.00		
H. School Outdoor Education							
Adult Chaperones	1-Day	$75.00			$90.00		
Youth Participants	1-Day	$56.00			$67.20		
I. Work Weekend	Weekend	$0.00			$0.00		
J. Youth Camp							
5-Day Program	5-Day	$840.00			$1,008.00		
6-Day Program	6-Day	$1,008.00			$1,210.00		
7-Day Program	7-Day	$1,176.00			$1,411.00		
Per Day Fee	1-Day	$168.00			$202.00		
K. Wedding Rental							
Wedding Rental	4-Hour	$1,000.00			$1,200.00		
Wedding Rental - Each Additional Hour (after 4 hours)	Hour	$150.00			$180.00		
Cleaning / Damage Deposit	Rental	$2,000.00			$2,000.00		
8. Resident Camp Surcharges							
Family Camp Reservation Cancellation	Reservation	30 days or more before arrival: $500 per reservation. Less than 30 days before arrival: no refunds					
Late Fee	Reservation	$75.00 per reservation if balance is not paid by dates specified					

Program Area	Unit of Measure	Resident (as of 1/22/2025)	Resident (as of 1/1/2026)	Resident (as of 1/1/2027)	Non-Resident (as of 1/22/2025)	Non-Resident (as of 1/1/2026)	Non-Resident (as of 1/1/2027)
Changes to Reservation resulting in reduction in length of stay (30 days or more before arrival)	Reservation	$100.00					
Non-Family Camp Reservation Cancellation (30 days or more before arrival)	Reservation	25% of reservation, not to exceed $150					
Cancel Reservation (due to emergency or illness, with Doctor's Letter)	Reservation	No Charge					

ATTACHMENT 4

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL

Recreation Division Fee Increases

Notice is hereby given by the City Council of the City of Berkeley that a public hearing will be conducted by said city council of the City of Berkeley at which time and place all persons may attend and be heard upon the following:

The Department of Parks, Recreation & Waterfront is proposing to increase selected fees and policies, as contained in the attached Recreation Fee and Policy Schedule and excerpted below:

Program Area	Unit of Measure	Resident (Current)	Resident (Proposed)	Non-Resident (Current)	Non-Resident (Proposed)
9. Picnic Areas (4-Hour Minimum)					
Cedar Rose Area 1	4-hours	30.00	$36.00	$40.00	$43.00
Cedar Rose Area 3	4-hours	-	$36.00	-	$43.00
Cesar Chavez Area 3	4-hours	-	$70.00	-	$70.00
Codornices Park Area 3	4-hours	-	$50.00	-	$60.00
Cragmont Area 2	4-hours	-	$50.00	-	$60.00
Cragmont Area 3	4-hours	-	$50.00	-	$60.00
Grove Area 1	4-hours	$33.00	$50.00	$40.00	$60.00
John Hinkel Area 2	4-hours	-	$50.00	-	$60.00
San Pablo Park Area 4	4-hours	-	$33.00	-	$40.00

Program Area	Unit of Measure	Resident (Current)	Resident (Proposed)	Non-Resident (Current)	Non-Resident (Proposed)
San Pablo Park Area 5	4-hours	-	$33.00	-	$40.00
Strawberry Creek Area 1	4-hours	$33.00	$50.00	$40.00	$60.00
Strawberry Creek Area 2	4-hours	-	$33.00	-	$40.00
Shorebird Park Area 4	4-hours	-	$75.00	-	$75.00
10. Parks & Open Space (Not Athletic Fields)					
D. John Hinkel Amphitheater					
Add-on: Picnic Area 2 - Lower Level	4-hours	-	$15.00	-	$20.00
Multi-Day Discount – Applies to reservations that are greater than 3 days (Applies to Amphitheater only)	4-hours	-	20% discount	-	20% discount
11. Weddings & Events (4-Hour Minimum)					
A. Rose Garden					
Cleaning/Damage Deposit (Refundable)	Rental	-	$700.00	-	$700.00
D. John Hinkel (Outside Areas)					
Cleaning/Damage Deposit		-	$350.00	-	$350.00
Add-on: Picnic Area 2 - Lower Level	4-hours	-	$15.00	-	$20.00

Program Area	Unit of Measure	Resident (Current)	Resident (as of 1/22/2025) (Proposed)	Resident (as of 1/1/2026) (Proposed)	Resident (as of 1/1/2027) (Proposed)	Non-Resident (Current)	Non-Resident (as of 1/22/2025) (Proposed)	Non-Resident (as of 1/1/2026) (Proposed)	Non-Resident (as of 1/1/2027) (Proposed)
VII. Camp Programs									
9. Berkeley Day Camp									

Program Area	Unit of Measure	Resident (Current)	Resident (as of 1/22/2025) (Proposed)	Resident (as of 1/1/2026) (Proposed)	Resident (as of 1/1/2027) (Proposed)	Non-Resident (Current)	Non-Resident (as of 1/22/2025) (Proposed)	Non-Resident (as of 1/1/2026) (Proposed)	Non-Resident (as of 1/1/2027) (Proposed)
Youth Core Program	5-Day	$269.00	$282.00	$296.00	$311.00	$323.00	$339.00	$356.00	$374.00
AM Extended Care	5-Day	$57.00	$60.00	$63.00	$66.00	$68.00	$71.00	$75.00	$79.00
PM Extended Care	5-Day	$88.00	$92.00	$97.00	$102.00	$106.00	$111.00	$117.00	$123.00
Counselor-In-Training	10-Day	$217.00	$228.00	$239.00	$251.00	$260.00	$273.00	$287.00	$301.00
10. Echo Lake Camp									
D. Counselor-In-Training									
Counselor-In-Training	2-Week	$448.00	$470.00	$494.00	$519.00	$538.00	$565.00	$593.00	$623.00
Counselor-In-Training	1-Week	$308.00	$323.00	$339.00	$356.00	$370.00	$389.00	$408.00	$428.00
J. Youth Camp									
5-Day Program	5-Day	$672.00	$706.00	$741.00	$778.00	$806.00	$846.00	$888.00	$932.00
6-Day Program	6-Day	$806.00	$846.00	$888.00	$932.00	$967.00	$1,015.00	$1,066.00	$1,119.00
7-Day Program	7-Day	$941.00	$988.00	$1,037.00	$1,089.00	$1,129.00	$1,185.00	$1,244.00	$1,306.00
Per Day Fee	1-Day	$134.00	$141.00	$148.00	$155.00	$161.00	$169.00	$177.00	$186.00
L. Backpacking Program									
Beginning Backpacking	6-Day	-	$1,214.00	$1,275.00	$1,339.00	-	$1,456.00	$1,529.00	$1,605.00
Advanced Backpacking	6-Day	-	$1,600.00	$1,680.00	$1,764.00	-	$1,920.00	$2,016.00	$2,117.00
11. Tuolumne Camp									
E. Counselor-In-Training									
Counselor-In-Training	2-Week	$465.00	$488.00	$512.00	$538.00	$558.00	$586.00	$615.00	$646.00
Counselor-In-Training	1-Week	$308.00	$323.00	$339.00	$356.00	$370.00	$389.00	$408.00	$428.00

Program Area	Unit of Measure	Resident (Current)	Resident (as of 1/22/2025) (Proposed)	Resident (as of 1/1/2026) (Proposed)	Resident (as of 1/1/2027) (Proposed)	Non-Resident (Current)	Non-Resident (as of 1/22/2025) (Proposed)	Non-Resident (as of 1/1/2026) (Proposed)	Non-Resident (as of 1/1/2027) (Proposed)
12. Resident Camp Surcharges									
Family Camp Reservation Cancellation	Reservation	30 days or more before arrival: $500 per reservation. Less than 30 days before arrival: no refunds							
Non-Family Camp Reservation Cancellation (30 days or more before arrival)	Reservation	25% of reservation, not to exceed $150							

The hearing will be held on January 21, 2025, at 6:00 p.m. in the School District Board Room, 1231 Addison Street.

For further information, please contact **Scott Ferris at 510-981-6711.**

A copy of the agenda material for this hearing will be available on the City's website at www.CityofBerkeley.info as of **January 9, 2025.**

Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley 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 or in person to the City Clerk. 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 at 981-6900 or clerk@cityofberkeley.info for further information.

If you challenge the above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Berkeley at, or prior to, the public hearing.

Background information concerning this proposal will be available at the City Clerk Department and posted on the City of Berkeley webpage at least 12 days prior to the public hearing.

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I hereby certify that the Notice for this Public Hearing 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 January 9, 2025.

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Mark Numainville, City Clerk
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25

Office of the City Manager

PUBLIC HEARING
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

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

Subject: ZAB Appeal: 2708 Prince Street, Use Permit ZP2024-0024

RECOMMENDATION

Conduct a public hearing, and upon conclusion, adopt a Resolution affirming the Zoning Adjustments Board (ZAB) decision to approve Use Permit ZP2024-0024 to demolish a single-family home and accessory building (garage), and construct a 2-story (24 feet in height) 3,118 square-foot duplex, and dismiss the appeal.

SUMMARY

On September 12, 2024, ZAB approved the Use Permit for 2708 Prince Street allowing construction of a duplex. The ZAB approval was appealed to the City Council by an attorney representing an adjacent neighbor on October 1, 2024. The appellant has identified issues with the proposed west elevation and is requesting design modifications.

FISCAL IMPACTS OF RECOMMENDATION

None.

CURRENT SITUATION AND ITS EFFECTS

On February 16, 2024, Jeff Svitak submitted a Use Permit application (ZP2024-0024) to demolish the single-family home and garage, and construct a new duplex, at 2708 Prince Street.

In May 2024, Robert Riemer, an adjacent neighbor at 3025 College Avenue, contacted staff to learn more about the project and understand the development standards.

On September 12, 2024, ZAB conducted a public hearing for the Use Permit. After hearing public comments and holding a discussion, ZAB approved the Use Permit by a vote of 5-0-0-3 (Yes: Duffy, Gaffney, Sanderson, Thompson, Yung; No: None; Abstain: None; Absent: Jersey, Kahn, O'Keefe).

On September 17, 2024, the ZAB Notice of Decision was issued, starting the 14-day appeal period.

On October 1, 2024, Rena Rickles filed an appeal of the ZAB decision on behalf of Robert Riemer and Sheila Moran of 3025 College Avenue.

On or before January 7, 2025, staff posted the public hearing notice at the site and three nearby locations, and mailed notices to property owners and occupants within 300 feet of the project site, and to all registered neighborhood groups that cover this area.

The City Council must conduct a public hearing to resolve the appeal.

BACKGROUND

The subject site is located on the south side of Prince Street, between College Avenue and Claremont Avenue in the R-2A Restricted Multiple-Family Residential District. Multiple-family dwellings are a principally permitted use with a Use Permit. The neighborhood primarily consists of one- and two-story residential properties, which include single-family dwellings, duplexes, and multi-family dwellings.

The 4,312-square-foot lot is rectangular-shaped and oriented north to south, with frontage on Prince Street. The west side lot line abuts the rear lot lines of 2700 Prince Street, 3025 College Avenue, and 3037 College Avenue. The project site is relatively flat and is developed with a one-story residential building and a garage. An easement is located along the east side of the property and provides shared 8-foot wide vehicular access to the site and the adjacent flag lot at 2710 Prince Street. There is a 5-foot easement on the subject site and a 3-foot easement on the flag lot 2710 Prince Street.

The proposed project would demolish the one-story single-family dwelling and garage, and construct a two-story duplex. Each new dwelling unit would have three bedrooms and be approximately 1,500 square feet in area. Since the lot is less than 40-feet wide, the required side yard setback is 10 percent of the lot width, or 3.45 feet. The proposed right or west side setback is 3.5 feet, and the proposed left or east side setback is 5 feet because of the access easement along the east side of the property.

Approximately 400 square feet of shared useable open space would be located in the front setback, and each dwelling would have 145 square feet of private useable open space with a patio. Additional landscaping areas would be located at the ground level between the walls of the living area and would be open to the sky. The landscaping spaces do not meet the minimum dimensions for useable open space and are excluded from useable open space requirements.

An Accessory Dwelling Unit (ADU) is shown for reference only in the plans, and is not part of the proposed project because it is subject to ministerial review and approval under local and State laws. An application for an ADU would be required to meet the applicable objective standards in place at the time of building permit approval.

RATIONALE FOR RECOMMENDATION

The issues raised in the appellant's letter (Attachment 2) and staff's responses follow. For the sake of brevity, the appeal issues are not re-stated in their entirety.

Issue 1: The appellant states that there are inconsistencies between the project design and what was presented by the applicant and supporters at the ZAB hearing (Attachment 2, pages 1-2).

The appellant refers to the west elevation of the proposed project as an "unbroken wall" (Attachment 2, page 1). The appellant states that the Use Permit drawings showed a solid wall with zero light passing through it, which, in the appellant's view, was confirmed by the shadow study, but that the applicant later provided a drawing that showed light coming through the screening, which was inconsistent with the shadow study. The appellant also states that a neighbor in support of the project (David Trachtenberg) shared drawings that showed breaks between the units and the proposed ADU, but that those drawings were inaccurate.

Response: The statements made by the appellant about the elevations and shadow studies are incorrect. The proposed west wall would not be solid. Wood screens would be in front of the inset landscaped areas at each duplex, and recessed windows and doors would create articulation in the facade. The west elevation has been shown consistently throughout the review process.

On September 11, 2024, the applicant submitted a response letter to ZAB, addressing letters submitted by the appellant. The letter was included in the second round of Supplemental Communications for the September 12, 2024 ZAB meeting. The applicant's response letter included renderings of a hypothetical project next to the existing buildings on the adjacent lots, and additional renderings of the proposed building next to the existing buildings on the adjacent lots. The renderings of the proposed project submitted on September 11 are consistent with the elevation drawings in the Use Permit plan set.

A neighbor in support of the project, David Trachtenberg, also submitted a letter that was included in the second round of Supplemental Communications for the September 12, 2024 ZAB meeting. The letter included an overhead view of current conditions of 2708 Prince Street and nearby properties, and did not show the proposed project, as the appellant stated.

Issue 2: The appellant states that the Housing Crisis Act of 2019 (Senate Bill 330, or SB 330), and the Housing Accountability Act (HAA, California Government Code Section 65589.5(j)) do not preclude consideration of "detriment" (Attachment 2, page 2).

During the ZAB meeting, Commissioner Brandon Yung stated that due to State law, ZAB could not use a finding of detriment for shadow impacts as a basis for project denial, and that the required findings under the HAA prevent ZAB from denying the project. The appellant states that they only asked ZAB for modifications to the design, and not to reduce the density of the project.

Response: The purpose of SB 330 is to reduce restrictions on housing development, including limiting the number of hearings on a project. The HAA is another law intended to address housing in California, with a focus on approving projects that meet objective standards. The ZAB staff report (Attachment 4) provides background on SB 330 and the HAA.

A memorandum on the HAA prepared by the Land Use Planning Manager in 2021 explains that reducing/lowering the density of a project would include adding conditions that could impact the ability of the project to provide housing, which could include modifying the square footage, number of bedrooms, and height (Attachment 3, page 3). The memorandum also states that the Berkeley Municipal Code non-detriment finding (BMC Section 23.406.040(E)) is subjective, and ZAB should not apply subjective findings to housing development projects, which are protected by the HAA.

The proposed project meets the height and setback requirements, which are objective standards. The staff report and findings address the requirements of the municipal code for granting the requested permits, including the non-detriment finding, but the project is still protected by the HAA. ZAB did make a finding of non-detriment when it approved the Use Permit.

Thus, the appellant is incorrect; because the design modifications proposed by the appellant could have the effect of reducing/lowering the density of the project, the ZAB was limited to consideration of objective standards unless the specific findings under the HAA can be made. More details are available in the memo provided as Attachment 3.

Issue 3: The appellant states that consulting with impacted neighbors during the application process is a long-standing requirement, and dropping that requirement would be a "major step backward" (Attachment 2, page 2).

The appellant states that the applicant did not meet with the neighbors at 3025 College Avenue to consider design changes to reduce perceived detriment.

Response: The applicant conducted the required neighborhood outreach per the procedures in the Zoning Project Submittal Requirements. The neighbor at 3025 College Avenue reviewed a copy of the plans and signed in the table on the site plan (see sheet A100.1 of Attachment 1 Exhibit B). Applicants are not obligated to change plans, negotiate, or mediate at the request of neighbors. The project meets the objective

standards of the R2-A District. Neighbor contact was completed in compliance with the Land Use Planning Division's written procedures.

Issue 4: The appellant states that because their request to delay the ZAB meeting to a date when they could attend in person was denied, that they were unable to participate in the ZAB meeting (Attachment 2, page 2).

In May 2024, staff communicated to the neighbors at 3025 College that the project could go to ZAB during the summer, tentatively August 8. In July 2024, the neighbors followed up with staff to determine the ZAB date, and staff confirmed the project would be scheduled for ZAB review on September 12. The neighbors requested a continuance since they would be out of the country on September 12. The neighbors said that attending via Zoom would not be a suitable option because of the time difference and internet connectivity issues. Staff encouraged the neighbors to submit a written statement to ZAB if they would be unable to attend the September 12 hearing. The neighbors emphasized that failing to accommodate their schedule request would deny them their "due process."

In August 2024, staff reiterated that the hearing date was confirmed for September 12; since the project is a housing development project, the ZAB hearing could not be delayed. The neighbors' attorney (Rena Rickles) stated in an email to staff that the neighbors' interest in the project was well-known to staff, and they should have been consulted about the hearing date. On September 12, their attorney shared additional communications to staff and ZAB, but communications provided after 12 pm the day of the meeting could not be sent to ZAB before the meeting, and their attorney was unable to attend the meeting in person to bring hard copies of the late communications. During the hearing, the attorney requested a continuance, and commented on the project; since she was commenting as a member of the public she could not share a presentation.

Response: Public hearings for development projects are not scheduled around interested party availability. Communications from the neighbors were attached to the ZAB staff report, and supplemental communications were also shared with ZAB. During the ZAB meeting, the neighbors' attorney was given time to speak during the public comment period for the subject project.

ALTERNATIVE ACTIONS CONSIDERED

Pursuant to BMC Section 23.410.040(G), the Council may (1) continue the public hearing, (2) reverse, affirm, or modify the ZAB's decision, or (3) remand the matter to the ZAB.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The project complies with all state and local environmental requirements.

Action Deadline:
Pursuant to BMC Section 23.410.040(I), if the disposition of the appeal has not been determined within 30 days from the date the public hearing was closed by the Council (not including Council recess), then the decision of the Board shall be deemed affirmed and the appeal shall be deemed denied.

CONTACT PERSONS
Jordan Klein, Director, Planning & Development Department, (510) 981-7534
Anne Hersch, Land Use Planning Manager, (510) 981-7411
Allison Riemer, Associate Planner, (510) 981-7433

1. Resolution
   Exhibit A: Findings and Conditions, dated September 12, 2024
   Exhibit B: Project Plans, received August 26, 2024
2. Appeal Letter, received October 1, 2024
3. Land Use Planning Manager Memorandum on Housing Accountability Act and Density Bonus, dated August 2, 2021
4. ZAB Staff Report, dated September 12, 2024
5. Index to Administrative Record
6. Administrative Record
7. Public Hearing Notice

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

AFFIRMING THE ZONING ADJUSTMENTS BOARD APPROVAL OF USE PERMIT ZP2024-0024 TO DEMOLISH AN EXISTING ONE-STORY HOUSE AND ACCESSORY BUILDING (GARAGE), AND CONSTRUCT A NEW TWO-STORY (24-FOOT) 3,118 SQUARE-FOOT DUPLEX, AND DISMISS THE APPEAL.

WHEREAS, on February 16, 2024, Jeff Svitak submitted a Use Permit application to demolish the existing house and garage, and construct a new duplex; and

WHEREAS, on September 12, 2024, ZAB conducted a public hearing for the Use Permit. After hearing public comments and holding a discussion, ZAB approved the Use Permit by a vote of 5-0-0-3 (Yes: Duffy, Gaffney, Sanderson, Thompson, Yung; No: None; Abstain: None; Absent: Jersey, Kahn, O'Keefe); and

WHEREAS, on September 17, 2024, staff issued the notice of the ZAB decision, and on October 1, 2024 Rena Rickles filed an appeal of the ZAB decision on behalf of Robert Riemer and Sheila Moran of 3025 College Avenue; and

WHEREAS, on or before January 7, 2025, staff posted the public hearing notice at the site and three nearby locations, and mailed notices to property owners and occupants within 300 feet of the project site, and to all registered neighborhood groups that cover this area; and

WHEREAS, on January 21, 2024, the Council held a public hearing to consider the ZAB's decision, and in the opinion of this Council, the facts stated in, or ascertainable from the public record, including the staff report and comments made at the public hearing, warrant approving the project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Berkeley that the City Council hereby adopts the findings made by ZAB in Exhibit A to affirm the decision made by ZAB, to approve Use Permit #ZP2024-0024 adopts the conditions of approval in Exhibit A, adopts the project plans in Exhibit B; and dismisses the appeal.

Exhibits

- Exhibit A: Findings and Conditions, dated September 12, 2024
- Exhibit B: Project Plans, received August 26, 2024

Attachment 1, Exhibit A

Findings and Conditions

SEPTEMBER 12, 2024

2708 Prince Street

Use Permit #ZP2024-0024 to demolish an existing 13 foot 9-inch-tall one-story 1,052 square-foot house and accessory building (garage), and construct a new 24 foot 4-inch-tall two-story 3,118 square-foot duplex.

ZONING PERMITS REQUIRED

- Use Permit pursuant to Berkeley Municipal Code (BMC) Section 23.326.020(B) to demolish a dwelling unit
- Use Permit pursuant to BMC Section 23.202.020(A) to construct a two-family dwelling

I. CEQA FINDINGS

A. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA, Public Resources Code §21000, et seq. and California Code of Regulations, §15000, et seq.) pursuant to Section 15303 of the CEQA Guidelines ("New Construction").

B. Furthermore, none of the exceptions in CEQA Guidelines Section 15300.2 apply, as follows: (a) the site is not located in an environmentally sensitive area, (b) there are no cumulative impacts, (c) there are no significant effects, (d) the project is not located near a scenic highway, (e) the project site is not located on a hazardous waste site pursuant to Government Code Section 65962.5, and (f) the project will not affect any historical resource.

II. HOUSING ACCOUNTABILTY ACT FINDINGS

A. The Housing Accountability Act, Government Code Section 65589.5(j) requires that when a proposed housing development complies with applicable, objective general plan and zoning standards, a local agency may not deny the project or approve it with reduced density unless the agency makes written findings supported by substantial evidence that: (1) the development would have a specific adverse impact on public health or safety unless disapproved or approved at a lower density; and (2) there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval or approval at a lower density.

B. The project includes construction of two dwelling units. Because the project complies with applicable, objective general plan and zoning standards, §65589.5(j) does apply to this project. No significant, quantifiable, direct and unavoidable impacts, based on objective, identified written public health or safety standards, polices, or conditions, have been identified.

III. FINDINGS FOR APPROVAL

A. As required by Section 23.406.040(E) of the BMC, the project, under the circumstances of this particular case existing at the time at which the application is granted, will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements of the adjacent properties, the surrounding area or neighborhood, or to the general welfare of the City because:

1. The proposed project is consistent with the purpose of the R-2A District because the proposed project will help maintain the medium-density residential concentration of the existing neighborhood through the development of a duplex on a single lot. The proposed project will provide usable open space beyond the 300-square-foot minimum per dwelling unit required in the R-2A District, and will not conflict with any of the principles of the district purpose.

2. The proposed duplex will have an average height of 24-feet 4-inches, and will be below the 28-foot average height allowed in the R-2A District. Though the project will create new shadow impacts to abutting lots, the impacts will be minimal as they are limited to certain times of the day and not outside of what is expected in a built urban environment.

3. The proposed project will meet the required setbacks, and therefore the project will not unreasonably obstruct air.

4. Due to grade, current development patterns, and mature vegetation, views as defined in BMC Section 23.502.020, are generally not available in this neighborhood. As a result, the proposed project will not create detrimental impacts to views.

5. The project will be subject to the City's standard conditions of approval regarding construction noise and air quality, waste diversion, toxics, and stormwater requirements, which will ensure that the project will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the area or neighborhood of such proposed use or be detrimental or injurious to property and improvements of the adjacent properties, the surrounding area or neighborhood or to the general welfare of the City.

IV. OTHER FINDINGS FOR APPROVAL

A. As required by BMC 23.326.020(B), the elimination or demolition of a dwelling unit will not be materially detrimental to the housing needs and public interest of any affected neighborhood or the City. The project will replace one demolished dwelling unit with two dwelling units. The increase in the number of housing units would help meet the City's need for additional housing and Regional Housing Needs Assessment target.

C. Pursuant to BMC Section 23.326.030(B), the elimination or demolition of a single dwelling unit is permissible because the existing unit has not been removed from the rental market under the Ellis Act at any time during the preceding five years, or there is no record of any verified cases of harassment or threatened or actual illegal eviction.

V. STANDARD CONDITIONS OF APPROVAL FOR ALL PROJECTS

The following conditions, as well as all other applicable provisions of the Zoning Ordinance, apply to this Permit:

1. **Conditions Shall be Printed on Plans.** The conditions of this Permit shall be printed on the *second* sheet of each plan set submitted for a building permit pursuant to this Use Permit, under the title 'Use Permit Conditions.' *Additional sheets* may also be used if the *second* sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings.
2. **Compliance Required (BMC Section 23.102.050).** All land uses and structures in Berkeley must comply with the Zoning Ordinance and all applicable City ordinances and regulations. Compliance with the Zoning Ordinance does not relieve an applicant from requirements to comply with other federal, state, and City regulations that also apply to the property.
3. **Approval Limited to Proposed Project and Replacement of Existing Uses (BMC Sections 23.404.060(B)(1) and (2)):**
   - **A.** This Permit authorizes only the proposed project described in the application. In no way does an approval authorize other uses, structures or activities not included in the project description.
   - **B.** When the City approves a new use that replaces an existing use, any prior approval of the existing use becomes null and void when permits for the new use are exercised (e.g., building permit or business license issued). To re-establish the previously existing use, an applicant must obtain all permits required by the Zoning Ordinance for the use.
4. **Conformance to Approved Plans (BMC Section 23.404.060(B)(4)).** All work performed under an approved permit shall comply with the approved plans and any conditions of approval.
5. **Exercise and Expiration of Permits (BMC Section 23.404.060(C)):**
   - **A.** A permit authorizing a land use is exercised when both a valid City business license is issued (if required) and the land use is established on the property.
   - **B.** A permit authorizing construction is exercised when both a valid City building permit (if required) is issued and construction has lawfully begun.
   - **C.** The Zoning Officer may declare a permit lapsed if it is not exercised within one year of its issuance, except if the applicant has applied for a building permit or has made a substantial good faith effort to obtain a building permit and begin construction. The Zoning Officer may declare a permit lapsed only after 14 days written notice to the applicant. A determination that a permit has lapsed may be appealed to the ZAB in accordance with Chapter 23.410 (Appeals and Certification).
   - **D.** A permit declared lapsed shall be void and of no further force and effect. To establish the use or structure authorized by the lapsed permit, an applicant must apply for and receive City approval of a new permit.
6. **Permit Remains Effective for Vacant Property (BMC Section 23.404.060(D)).** Once a Permit for a use is exercised and the use is established, the permit authorizing the use

remains effective even if the property becomes vacant. The same use as allowed by the original permit may be re-established without obtaining a new permit, except as set forth in Standard Condition #5 above.

7. **Permit Modifications (BMC Section 23.404.070).** No change in the use or structure for which this Permit is issued is permitted unless the Permit is modified by the Board. The Zoning Officer may approve changes to plans approved by the Board, consistent with the Board's policy adopted on May 24, 1978, which reduce the size of the project.
8. **Permit Revocation (BMC Section 23.404.080).** The City may revoke or modify a discretionary permit for completed projects due to: 1) violations of permit requirements; 2) Changes to the approved project; and/or 3) Vacancy for one year or more. However, no lawful residential use can lapse, regardless of the length of time of the vacancy. Proceedings to revoke or modify a permit may be initiated by the Zoning Officer, Zoning Adjustments Board (ZAB), or City Council referral.
9. **Hold Harmless.** The permittee agrees as a condition of approval of this application to indemnify, protect, defend with counsel selected by the City, and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents, from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") arising out of or in any way relating to the approval of this application, any actions taken by the City related to this entitlement, or any environmental review conducted under the California Environmental Quality Act, Public Resources Code Section 210000 et seq., for this entitlement and related actions. The indemnification shall include any Claims that may be asserted by any person or entity, including the permittee, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees and agents. The permittee's duty to defend the City shall not apply in those instances when the permittee has asserted the Claims, although the permittee shall still have a duty to indemnify, protect and hold harmless the City.

VI. ADDITIONAL CONDITIONS IMPOSED BY THE ZONING ADJUSTMENTS BOARD

Pursuant to BMC 23.404.050(H), the Zoning Adjustments Board attaches the following additional conditions to this Permit:

Prior to Submittal of Any Building Permit:

10. **Project Liaison.** The applicant shall include in all building permit plans and post onsite the name and telephone number of an individual empowered to manage construction-related complaints generated from the project. The individual's name, telephone number, and responsibility for the project shall be posted at the project site for the duration of the project in a location easily visible to the public. The individual shall record all complaints received and actions taken in response, and submit written reports of such complaints and actions to the project planner on a weekly basis. Please designate the name of this individual below:

☐ **Project Liaison** _____

Name Phone #

11. **Address Assignment.** The applicant shall file an "Address Assignment Request Application" with the Permit Service Center (1947 Center Street) for any address change or new address associated with this Use Permit. The new address(es) shall be assigned in accordance with BMC 16.28.030, and, except for new buildings on vacant lots, entered into the City's database after the building permit is issued but prior to final inspection.

Prior to Issuance of Any Building & Safety Permit (Demolition or Construction)

12. **Demolition.** Demolition of the existing building cannot commence until a complete application is submitted for the replacement building. In addition, all plans presented to the City to obtain a permit to allow the demolition are subject to these conditions.

13. **Construction and Demolition Diversion.** Applicant shall submit a Construction Waste Management Plan that meets the requirements of BMC Chapter 19.37 including 100 percent diversion of asphalt, concrete, excavated soil and land-clearing debris and a minimum of 65 percent diversion of other nonhazardous construction and demolition waste.

14. **Toxics.** The applicant shall contact the Toxics Management Division (TMD) at 1947 Center Street or (510) 981-7470 to determine which of the following documents are required and timing for their submittal:

   A. **Phase I and Phase II Environmental Site Assessment (ESA) (per ASTM 1527).** A recent Phase I ESA (less than 2 years old) shall be submitted to the Toxics Management Division for developments for: all new commercial, industrial and mixed-use developments and all improvement projects that require work 5 or more feet below grade, and all new residential buildings with more than four dwelling units located in the Environmental Management Area (or EMA). The EMA can be viewed at: City of Berkeley Community GIS Portal (arcgis.com)

   B. Depending on the findings in the Phase I, a Phase II or additional investigation may be necessary. Any available soils and groundwater analytical data available for projects listed in this section must also be submitted to TMD.

C. Environmental Site Clearance. The applicant shall provide environmental screening clearance from either the San Francisco Bay Regional Water Quality Control Board (RWQCB), Department of Toxic Substances Control (DTSC), or the Alameda County Department of Environmental Health's Local Oversight Program (LOP). Clearance from one of these regulatory agencies will ensure that the property meets development investigation and cleanup standards for the specific use proposed on the property. Environmental screening clearance shall be submitted to the City of Berkeley's Toxics Management Division prior to issuance of any building permits.

D. Soil and Groundwater Management Plan. A site-specific Soil and Groundwater Management Plan (SGMP) shall be submitted to Toxics Management Division (TMD) for all non-residential projects, and residential or mixed-use projects with more than four dwelling units, that: (1) are in the Environmental Management Area (EMA), as shown on the most recent City of Berkeley EMA map, and (2) propose any excavations deeper than 5 feet below grade or if significant soils removal is anticipated. The SGMP shall be submitted to the TMD with the project's building permit application and shall be approved by TMD prior to issuance of the building permit.

The SGMP shall comply with the hazardous materials and waste management standards required by BMC Section 15.12.100, the stormwater pollution prevention requirements of San Francisco Bay Regional Water Quality Control Board's Order No. R2-2009-0074, California hazardous waste generator regulations (Title 22 California Code of Regulations (CCR) 66260 et seq.), and the East Bay Municipal Utility District's Ordinance 311, and shall include the following:

i. procedures for soil and groundwater management including identification of pollutants and disposal methods;

ii. procedures to manage odors, dust and other potential nuisance conditions expected during development;

iii. notification to TMD within 24 hours of the discovery of any previously undiscovered contamination; and

iv. the name and phone number of the individual responsible for implementing the SGMP and who will respond to community questions or complaints.

TMD may require additional information or impose additional conditions as deemed necessary to protect human health and the environment. All requirements of the approved SGMP shall be deemed conditions of approval.

E. Demolitions & Renovations – Building Materials Survey. A hazardous materials survey for building materials and plans on hazardous materials and hazardous waste removal and disposal is required and must be prepared by qualified professionals, and submitted to the Toxics Management Division (TMD) prior to issuance of the building permit.

i. The survey shall include the identification of all materials to be disturbed for lead-based paints, PCB containing equipment and caulking, hydraulic fluids, refrigerants, treated wood, and mercury containing devices (including fluorescent light bulbs and mercury switches), asbestos and other hazardous materials and chemicals.

ii. If asbestos is identified, Bay Area Air Quality Management District Regulation 11-2-401.3 a notification must be made and the J number must be made available to the City of Berkeley Permit Service Center. Contractors must follow state regulations where there is asbestos-related work involving 100 square feet or more of asbestos containing material (8 Cal. Code Regs. §1529, §341.6 et seq.)

iii. The report to the TMD shall include, in addition to the survey, plans on hazardous materials and hazardous waste removal and disposal that comply with State and Federal codes including California Code of Regulations (CCR) 66260 et seq.

iv. Documentation evidencing disposal of hazardous waste in compliance with the survey shall be submitted to TMD within 30 days of the completion of the demolition.

Please note, the PCB Screening Form required by Public Works, Engineering, is a separate requirement and does not address the PCB identification requirement of the Toxics Management Division.

F. Hazardous Materials Business Plan. A Hazardous Materials Business Plan (HMBP) in compliance with BMC Section 15.12.040 and California Health & Safety Code, Chapter 6.95 Div. 20, shall be submitted to the Toxics Management Division through the California Environmental Reporting System: http://cers.calepa.ca.gov/ for chemicals used or stored on site during construction that exceed reporting thresholds. The reporting is required if your facility stores or handles hazardous materials in aggregate quantities equal to or greater than 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet of compressed gases, or generates any quantity of hazardous waste. This includes welding gases, emergency generator fuel, paints, etc.

Additionally, the business occupant must submit an HMBP within 30 days of starting operations.

G. Petroleum Storage. An (SPCC) Plan is required to be prepared and implemented for facilities with any one of the following:

i. aggregate aboveground petroleum storage capacities of 1,320 gallons or more stored in aboveground storage containers, tanks, oil-filled equipment, or

ii. one or more tank(s) in an underground area (TIUGA) with petroleum storage capacities of 55 gallons or greater. More information on TIUGAs can be found here: https://osfm.fire.ca.gov/divisions/pipeline-safety-and-cupa/certified-unified-program-agency-cupa/aboveground-petroleum-storage-act/tank-in-an-underground-area-tiuga/

The SPCC plan must be prepared prior to beginning operations and you must submit facility information to Toxics Management Division (TMD) through the California Environmental Reporting System: http://cers.calepa.ca.gov/. The SPCC plan will be reviewed during the site inspection and shall not be submitted in CERS or to the TMD.

Prior to Issuance of Any Building (Construction) Permit

15. **HVAC Noise Reduction.** Prior to the issuance of building permits, the project applicant shall submit plans that show the location, type, and design of proposed heating, ventilation, and cooling (HVAC) equipment. In addition, the applicant shall provide product specification sheets or a report from a qualified acoustical consultant showing that operation of the proposed HVAC equipment will meet the City's exterior noise requirements in BMC Section 13.40.050. The City's Planning and Development Department shall review the submitted plans, including the selected HVAC equipment, to verify compliance with exterior noise standards.

16. **Solar Photovoltaic (Solar PV) and Battery Energy Storage Systems (ESS).** A solar PV system shall be installed, subject to specific limited exceptions, as specified by the Berkeley Energy Code (BMC Chapter 19.36). Energy storage system (ESS) readiness (new single-family, duplex, and townhouse homes) or ESS installation (new multifamily and most nonresidential buildings) shall be completed as specified by BMC Chapter 19.36. Location of the solar PV system and the ESS, if applicable, shall be noted on the construction plans. (Project required to meet applicable code at time of building permit application, if different from above.)

17. **Recycling and Organics Collection.** Applicant shall provide recycling and organics collection areas for occupants, clearly marked on plans, which comply with the Alameda County Organics Reduction and Recycling Ordinance (2021-02). Contact the Zero Waste Division at recyclingprogram@berkeleyca.gov.

18. **Public Works ADA.** Plans submitted for building permit shall include replacement of sidewalk, curb, gutter, and other streetscape improvements, as necessary to comply with current City of Berkeley standards for accessibility.

Prior to Demolition or Start of Construction:

19. **Construction/No Parking Permits.** Contact the Permit Service Center (PSC) at 1947 Center Street or 981-7500 for details on obtaining Construction/No Parking Permits (and associated signs and accompanying dashboard permits). Please note that the Zoning Officer and/or Traffic Engineer may limit off-site parking of construction-related vehicles if necessary to protect the health, safety or convenience of the surrounding neighborhood.

During Construction:

20. **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.

21. **Public Works - Implement Bay Area Air Quality Management District (BAAQMD)-** Recommended Measures during Construction. For all proposed projects, BAAQMD recommends implementing all the Basic Construction Mitigation Measures, listed below to meet the best management practices threshold for fugitive dust:

   A. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

   B. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

C. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

D. All vehicle speeds on unpaved roads shall be limited to 15 mph.

E. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

F. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

G. All construction equipment shall be maintained and properly tuned in accordance with manufacturer specifications. All equipment shall be checked by a certified visible emissions evaluator.

H. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

22. 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.

23. **Construction and Demolition Diversion.** Divert debris according to your plan and collect required documentation. Get construction debris receipts from sorting facilities in order to verify diversion requirements. Upload recycling and disposal receipts if using Green Halo and submit online for City review and approval prior to final inspection. Alternatively, complete the Construction Waste Management Plan and present it, along with your construction debris receipts, to the Building Inspector by the final inspection to demonstrate diversion rate compliance. The Zoning Officer may request summary reports at more frequent intervals, as necessary to ensure compliance with this requirement.

24. **Low-Carbon Concrete.** The project shall maintain compliance with the Berkeley Green Code (BMC Chapter 19.37) including use of concrete mix design with a cement reduction of at least 25 percent. Documentation on concrete mix design shall be available at all times at the construction site for review by City Staff. (Project required to meet applicable code at time of building permit application, if different from above.)

25. **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.

26. **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.

27. **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.

28. **Paleontological Resources (*Ongoing throughout demolition, grading, and/or construction*).** In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards [SVP 1995,1996]). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.

29. **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.

30. **Stormwater Requirements.** The applicant shall demonstrate compliance with the requirements of the City's National Pollution Discharge Elimination System (NPDES) permit as described in BMC Section 17.20. The following conditions apply:

A. The project plans shall identify and show site-specific Best Management Practices (BMPs) appropriate to activities conducted on-site to limit to the maximum extent practicable the discharge of pollutants to the City's storm drainage system, regardless of season or weather conditions.

B. Trash enclosures and/or recycling area(s) shall be covered; no other area shall drain onto this area. Drains in any wash or process area shall not discharge to the storm drain system; these drains should connect to the sanitary sewer. Applicant shall contact the City of Berkeley and EBMUD for specific connection and discharge requirements. Discharges to the sanitary sewer are subject to the review, approval and conditions of the City of Berkeley and EBMUD.

C. Landscaping shall be designed with efficient irrigation to reduce runoff, promote surface infiltration and minimize the use of fertilizers and pesticides that contribute to stormwater pollution. Where feasible, landscaping should be designed and operated to treat runoff. When and where possible, xeriscape and drought tolerant plants shall be incorporated into new development plans.

D. Design, location and maintenance requirements and schedules for any stormwater quality treatment structural controls shall be submitted to the Department of Public Works for review with respect to reasonable adequacy of the controls. The review does not relieve the property owner of the responsibility for complying with BMC Chapter 17.20 and future revisions to the City's overall stormwater quality ordinances. This review shall be shall be conducted prior to the issuance of a Building Permit.

E. All paved outdoor storage areas must be designed to reduce/limit the potential for runoff to contact pollutants.

F. All on-site storm drain inlets/catch basins must be cleaned at least once a year immediately prior to the rainy season. The property owner shall be responsible for all costs associated with proper operation and maintenance of all storm drainage facilities (pipelines, inlets, catch basins, outlets, etc.) associated with the project, unless the City accepts such facilities by Council action. Additional cleaning may be required by City of Berkeley Public Works Engineering Dept.

G. All on-site storm drain inlets must be labeled “No Dumping – Drains to Bay” or equivalent using methods approved by the City.

H. Most washing and/or steam cleaning must be done at an appropriately equipped facility that drains to the sanitary sewer. Any outdoor washing or pressure washing must be managed in such a way that there is no discharge or soaps or other pollutants to the storm drain. Sanitary connections are subject to the review, approval and conditions of the sanitary district with jurisdiction for receiving the discharge.

I. All loading areas must be designated to minimize “run-on” or runoff from the area. Accumulated waste water that may contribute to the pollution of stormwater must be drained to the sanitary sewer or intercepted and pretreated prior to discharge to the storm drain system. The property owner shall ensure that BMPs are implemented to prevent potential stormwater pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control and spill cleanup.

J. Sidewalks and parking lots shall be swept regularly to prevent the accumulation of litter and debris. If pressure washed, debris must be trapped and collected to prevent entry to the storm drain system. If any cleaning agent or degreaser is used, wash water shall not discharge to the storm drains; wash waters should be collected and discharged to the sanitary sewer. Discharges to the sanitary sewer are subject to the review, approval and conditions of the sanitary district with jurisdiction for receiving the discharge.

K. The applicant is responsible for ensuring that all contractors and sub-contractors are aware of and implement all stormwater quality control measures. Failure to comply with the approved construction BMPs shall result in the issuance of correction notices, citations, or a project stop work order.

31. **Public Works.** Subject to approval of the Public Works Department, the applicant shall repair any damage to public streets and/or sidewalks by construction vehicles traveling to or from the project site.

32. **Public Works.** All piles of debris, soil, sand, or other loose materials shall be covered at night and during rainy weather with plastic at least one-eighth millimeter thick and secured to the ground.

33. **Public Works.** The applicant shall ensure that all excavation accounts for surface and subsurface waters and underground streams so as not to adversely affect adjacent properties and rights-of-way.

34. **Public Works.** The project sponsor shall maintain sandbags or other devices around the site perimeter during the rainy season to prevent on-site soils from being washed off-site and into the storm drain system. The project sponsor shall comply with all City ordinances regarding construction and grading.

35. **Public Works.** Prior to any excavation, grading, clearing, or other activities involving soil disturbance during the rainy season the applicant shall obtain approval of an erosion prevention plan by the Building and Safety Division and the Public Works Department. The applicant shall be responsible for following these and any other measures required by the Building and Safety Division and the Public Works Department.

36. **Public Works.** The removal or obstruction of any fire hydrant shall require the submission of a plan to the City's Public Works Department for the relocation of the fire hydrant during construction.

37. **Public Works / Building and Safety.** If underground utilities leading to adjacent properties are uncovered and/or broken, the contractor involved shall immediately notify the Public Works Department and the Building & Safety Division, and carry out any necessary corrective action to their satisfaction.

Prior to Final Inspection or Issuance of Occupancy Permit:

38. **Compliance with Conditions.** The project shall conform to the plans and statements in the Use Permit. The developer is responsible for providing sufficient evidence to demonstrate compliance with the requirements throughout the implementation of this Use Permit.

39. All landscape, site and architectural improvements shall be completed per the attached approved drawings received August 26, 2024.

At All Times:

40. **Compliance with Approved Plan.** The project shall conform to the plans and statements in the Use Permit.

41. **Exterior Lighting.** All exterior lighting shall be energy efficient where feasible; and shielded and directed downward and away from property lines to prevent excessive glare beyond the subject property.

42. **Rooftop Projections.** No additional rooftop or elevator equipment shall be added to exceed the approved maximum roof height without submission of an application for a Use Permit Modification, subject to Board review and approval.

43. **Drainage Patterns.** The applicant shall establish and maintain drainage patterns that do not adversely affect adjacent properties and rights-of-way. Drainage plans shall be submitted for approval of the Building & Safety Division and Public Works Department, if required.

44. **Electrical Meter.** Only one electrical meter fixture may be installed per dwelling unit.

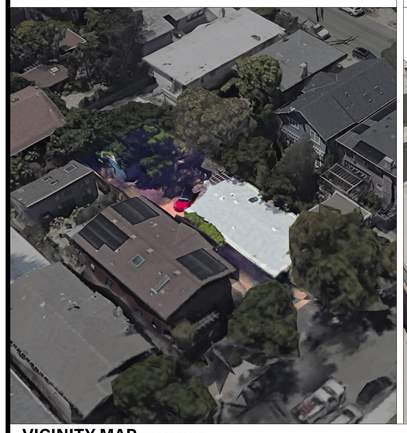
45. **Loading.** All loading/unloading activities associated with deliveries to all uses shall be restricted to the hours of 7:00 a.m. to 10:00 p.m. daily.

46. **Residential Permit Parking.** No Residential Permit Parking (RPP) permits shall be issued to project residents, nor shall commercial placards be issued to non-residential occupants and/or users of the site. The Finance Department, Customer Service Center shall add these addresses to the list of addresses ineligible for RPP permits. The property owner shall notify all tenants of rental units, and/or buyers of condominium units, of this restriction in leases and/or contracts.

EXTERIOR RENDERING (FOR REFERENCE ONLY)



EXISTING BUILDING



PROPOSED BUILDING



VICINITY MAP (NOT TO SCALE)



DEVELOPMENT SUMMARY

PROJECT NAME:	PRINCE ROW HOUSES
PROJECT ADDRESS:	2708 PRINCE ST BERKELEY CA 94705
APN:	538-250-10-00
LOT AREA:	4,312 SF
DETAILED SCOPE OF WORK:	- DEMOLITION OF EXISTING ONE STORY HOUSE AND GARAGE. - NEW CONSTRUCTION OF DUPLEX BUILDING WITH TWO-DWELLING UNITS (2 STORIES, 24'-4" ft. AVERAGE HEIGHT) - NEW CONSTRUCTION OF ATTACHED A.D.U (3 STORIES, 25' HEIGHT)
ZONING DATA:	R-2A (MEDIUM DENSITY RESIDENTIAL)
EXISTING USE TYPE:	RESIDENTIAL
PROPOSED USE TYPE:	RESIDENTIAL
BUILDING CODE CONSTRUCTION TYPE:	TYPE V-B
GOVERNING CODES:	2024 CALIFORNIA STANDARDS BUILDING CODE BERKELEY MUNICIPAL CODE (BMC)
REQUIRED DISCRETIONARY PERMITS:	A.U.P

ZONING CODE DATA

ZONE R-2A	EXISTING	REQUIRED/ALLOWED		PROPOSED
NUMBER OF DWELLINGS	1	n/a		2 + 1
PARKING	1	n/a		0
BIKE PARKING **[1]**	0	n/a		0
FRONT YARD SETBACK (F.Y.S.B) (FT)	15'	15'		15'
SIDE YARD SETBACK (S.Y.S.B) (FT)	3.1'	DUPLEX BUILDING	3.45' **[2]**	3.45'
		ADU	4'	4'
SIDE YARD SETBACK (EASEMENT) (FT)	7.1'	DUPLEX BUILDING	4'	5'
		ADU	4'	5'
REAR YARD SETBACK (FT) **[2]**	55'	DUPLEX BUILDING	15'	20'-8"
		ADU	4'	4'
AVERAGE BUILDING HEIGHT (FT)	14'	DUPLEX BUILDING	28' **[3]**	25'-4" 03
		ADU	25'	25'
BUILDING STORIES	1	DUPLEX BUILDING	3	2
		ADU	n/a	3
LOT AREA (SF)				4,312
GROSS FLOOR AREA (SF)	1,052	DUPLEX BUILDING	n/a	3,106
		ADU	850 sf. max. for Studio or 1B and 1,000 sf. for 2+ bedrooms **[4]**	774
		TOTAL		3,880
GARAGE AREA (SF) **[5]**	237	n/a		0
BUILDING FOOTPRINT (SF)	1,309	DUPLEX BUILDING	n/a	1,714
		ADU	n/a	459
		TOTAL		2,173
LOT COVERAGE (SF) **[6]**	24%	DUPLEX BUILDING	40% max (2 stories)	40%
		ADU	n/a	n/a
		TOTAL		40%
F.A.R	0.2	DUPLEX BUILDING	n/a	0.7
		ADU	n/a	0.2
LANDSCAPE AREAS (SF)	2,139	n/a		1,403
USABLE OPEN SPACE (SF)	2,139	DUPLEX BUILDING	min 600 SF	657
		ADU	n/a	n/a
IMPERVIOUS SURFACE		DUPLEX BUILDING	n/a	1,714
		ADU	n/a	459
		TOTAL		2,173

[1] Dwelling Units (fewer than four) and Accessory Dwelling Units - No Spaces Required. Per BMC - Bicycle Plan, Appendix F

[2] Rear and Side Setback Reductions allowed on district R-2A and on a lot with two or more main buildings with dwelling units. AUP permit required. Per BMC 23.304.030, Table 23.304-1

Side setback (S.Y.S.B): 1st and 2nd stories = 10% of lot width (34'-6" x .1 = 3.45') or 3 ft. Whichever is greater.

Side setback (Easement): (1998-273924, PARCEL 3) 5' WIDE EASEMENT (3016 DEEDS 126) per Survey Plan

[3] Maximum 35 ft. with AUP. Per BMC 23.202.090, Table 23.202-8

[4] Per BMC 23.306.030

[5] Garage area not counted towards Groos Floor area Per BMC 23F.04.

[6] Per BMC 23.202.080

SHEET INDEX

● = NEW OR REVISED
○ = NO CHANGE

SHEET NO. & TITLE		SUBMISSION	Z.P.A SUBMITTAL	Z.P.A RE-SUBMITTAL	Z.P.A RE-SUBMITTAL 03	Z.AB MEETING
		DATE	02.16.24	04.20.24	05.17.24	0912.24
G	**GENERAL**					
G01	COVER SHEET		●	●	●	●
G02	RENDERINGS (FOR REFERENCE ONLY)		●	○	○	○
A	**ARCHITECTURE**					
A100	ARCHITECTURAL SITE PLAN		●	●	○	●
A100.1	COMMUNITY OUTREACH			●	○	●
A101	LANDSCAPE AND USABLE OPEN SPACE PLAN		●	●	○	●
A102	LOT COVERAGE DIAGRAM AND CALCULATIONS		●	●	●	●
A103	FLOOR PLANS		●	●	○	●
A104	EXISTING BUILDING PLANS		●	●	○	○
A105	PROPOSED EXTERIOR ELEVATIONS		●	●	○	●
R	**RESOURCE**					
A106	STREET STRIP ELEVATION		●	○	○	○
R01	SITE SURVEY		●	○	○	○
R02	SITE PHOTOGRAPHS		●	○	○	○
R03	SHADOW STUDY		●	●	●	○
R04	SHADOW STUDY - NEIGHBORS ELEVATIONS		●	●	●	○
L	**LANDSCAPE**					
L1.0	LANDSCAPE PLAN		●	○	○	●
L1.1	PLANT SCHEDULE		●	○	○	●
L1.2	PLANTING NOTES AND DETAILS		●	○	○	●
L1.3	PLANTING NOTES AND DETAILS		●	○	○	●
L1.4	MWELO CHECKLIST CALCS		●	○	○	●

PROJECT DIRECTORY

OWNER:
LINDA JOSEPH
2700 Prince Street
Berkeley, CA 94705

CONTACT: Linda Joseph
PHONE: 415.235.3897
EMAIL: ljoseph97@gmail.com

SURVEYOR:
BAY AREA LAND SURVEYING, INC.
350 Townsend Street, 839
San Francisco, CA 94107

CONTACT: Keith Bush
PHONE: 510.223.5167
EMAIL: info@balsinc.net

ARCHITECT:
JEFF SVITAK INC.
3037 Redwood Street
San Diego, CA 92013

CONTACT: Tomas Tironi
PHONE: 619.372.0779
EMAIL: tomas@jeffsvitak.com

LANDSCAPE ARCHITECT:
COSTELLO KENNEDY
16 De La Guerra Road
San Rafael, CA 94903

CONTACT: Teresa Kennedy
PHONE: 415.686.0423
EMAIL:kennedypartyof5@gmail.com

SYMBOL LEGEND

- +100.00' — FLOOR / STORY LEVEL
- STEP
- 101 — UNIT NUMBER
- W-1 — WALL TAG
- W-1 — WINDOW TAG
- D-1 — DOOR TAG
- F-1 — FLOOR TAG
- F-1 F-1 — FINISH TRANSITION
- K01 — KEYNOTE
- UP — RISE (STAIRS)
- DN — DOWN (STAIRS)
- 1'-0" — DIMENSION
- A — GRID LINE
- 1 / A100 — ELEVATION / SECTION MARKER
- A100 — INTERIOR ELEVATION MARKER
- 1 / A100 — DETAIL CLOUD
- 1 / A100 — DETAIL SECTION
- 1 — REVISION CLOUD
- PROPERTY LINE

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SEAL

LICENSED ARCHITECT
JEFF SVITAK
C-38700
10/31/2025
RENEWAL DATE
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

PRINCE

2708 PRINCE ST
BERKELEY CA 94705
APN: 052-1563-036

ISSUED FOR:		DATE:
Z.P.A SUBMITTAL		02.16.2024
Z.P.A RE-SUBMITTAL		04.20.2024
Z.P.A RE-SUBMITTAL		05.17.2024
Z.AB MEETING	03	0912.2024

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G01
COVER SHEET

SHEET # 1 OF 21

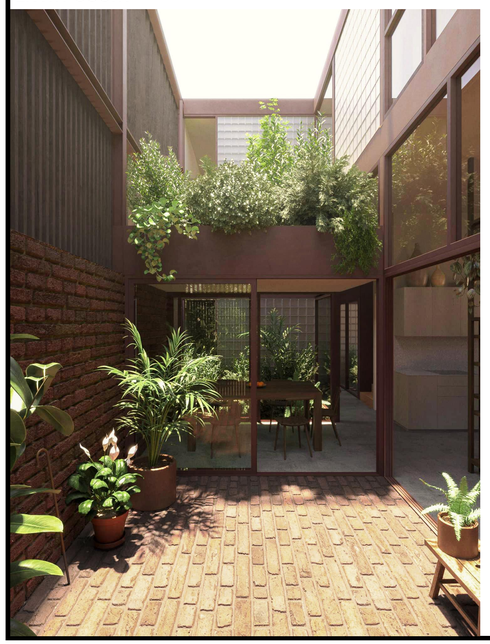


FRONT FACADE LOOKING FROM PRINCE ST

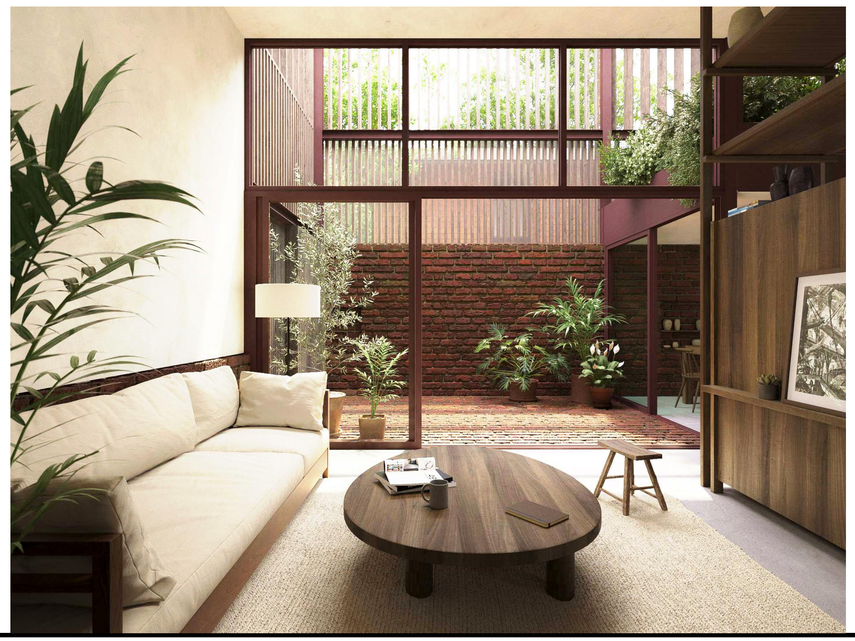


SIDE FACADE LOOKING FROM ALLEY / EASEMENT

ENTRY COURT



LIVING ROOM AND ENTRY COURT



A.D.U LIVING ROOM



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SEAL

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PRINCE

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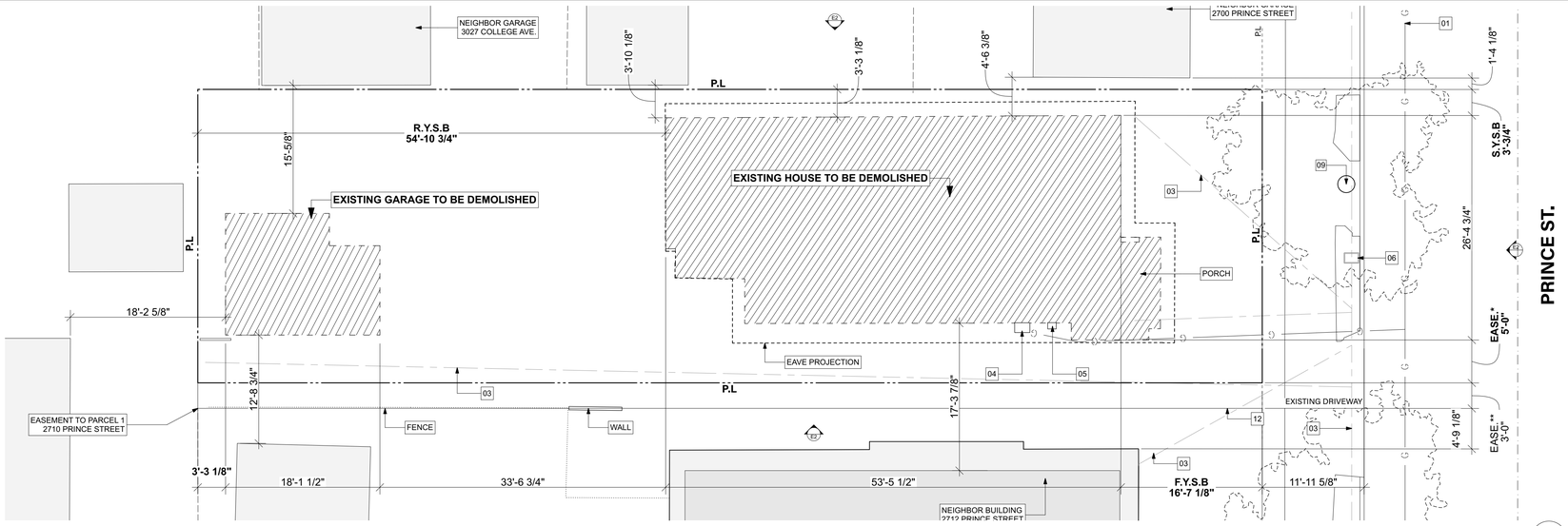
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ZAB MEETING	03	09.12.2024

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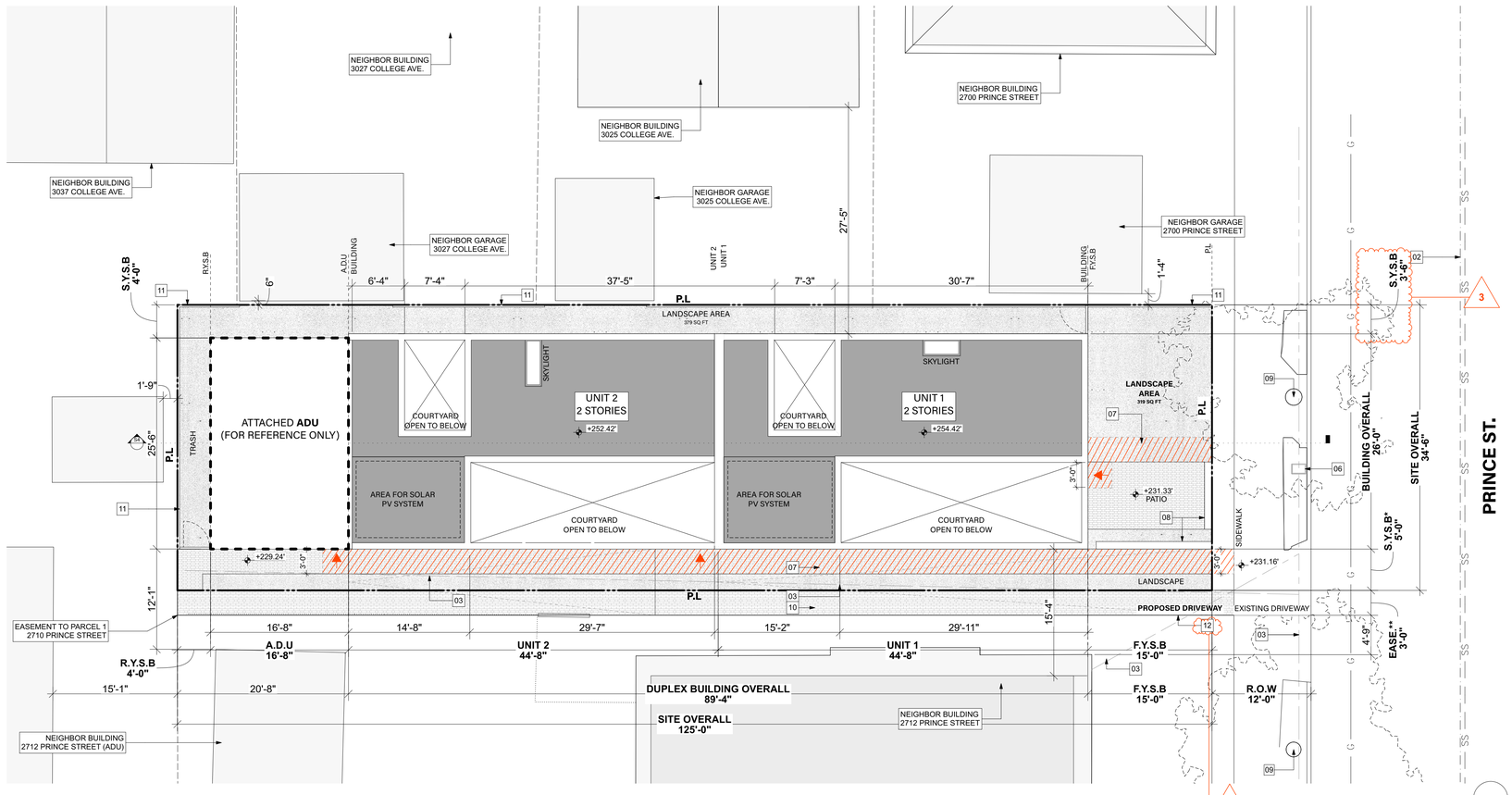
G02
RENDERINGS (FOR REFERENCE ONLY)

SHEET # 2 OF 21



1 EXISTING SITE PLAN

SCALE: 1/8" = 1'-0"



2 PROPOSED SITE PLAN

SCALE: 1/8" = 1'-0"

SITE PLAN GENERAL NOTES:

A. PARKING SPACE SHOWN IN GROUND FLOOR PLAN (SHEET N. A101).
B. TRASH/SOLID WASTE STORAGE AREA SHOWN IN FLOOR GROUND FLOOR PLAN (SHEET N. A101).
C. EASEMENT* = (1998-273924, PARCEL 3) 5' WIDE EASEMENT (3016 DEEDS 126)
EASEMENT** = 3' WIDE EASEMENT (2002-273924, PARCEL 2) CARLO (1998-273924, PARCEL 2)
D. BICYCLE PARKING NOT REQUIRED, PER BMC BICYCLE PLAN, APPENDIX F

ARCHITECTURAL SITE PLAN KEYNOTES:

01. GAS LINE UNDERGROUND (PER SURVEY PLANS)
02. SEWER LINE UNDERGROUND (PER SURVEY PLANS)
03. OVERHEAD WIRE (PER SURVEY PLANS)
04. GAS METER (PER SURVEY PLANS)
05. ELECTRIC METER (PER SURVEY PLANS)
06. WATER METER
07. PATHWAY(S) FROM RESIDENTIAL UNITS TO PUBLIC R.O.W
08. FENCE - BRICK WALL (5 FT. HEIGHT)
09. EXISTING TREE (TO REMAIN) - CHINAR TREE, 24" T; 12' DRIP LINE
10. NEW DRIVEWAY - BRICK PAVERS
11. FENCE - WOODEN PAINTED BOARDS (6 FT. HEIGHT)
12. PROPOSED DRIVEWAY TO PROVIDE ACCESS TO 2710 PRINCE STREET

3

ABREVIATIONS:

P.L:	PROPERTY LINE
S.Y.S.B:	SIDE YARD SETBACK
F.Y.S.B:	FRONT YARD SETBACK
R.Y.S.B:	REAR YARD SETBACK
EASE.	EASEMENT
R.O.W:	RIGHT OF WAY

LEGEND:

- PROPERTY LINE
- ROOF
- ROOF CAP
- BRICK PAVER
- LANDSCAPING
- PATHWAY(S) FROM RESIDENTIAL STRUCTURES TO PUBLIC R.O.W
- EXISTING STRUCTURES TO BE DEMOLISHED

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C-38700
10/31/2025
RENEWAL DATE
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

PRINCE

2708 PRINCE ST
BERKELEY CA 94705
APN: 052-1563-036

ISSUED FOR:		DATE:
Z.P.A SUBMITTAL		02.16.2024
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ZAB MEETING	03	09.12.2024

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A100
ARCHITECTURAL SITE PLAN

SHEET # 3 OF 21

I HAVE REVIEWED THE PLANS FOR A DEMOLITION OF EXISTING HOUSE AND CONSTRUCTION OF TWO 1,524 sq. ft. SINGLE FAMILY HOMES AND ONE 830 sq.ft. ADU, 24' AVERAGE HIGH. AT 2708 PRINCE ST. BERKELEY, CA 94705

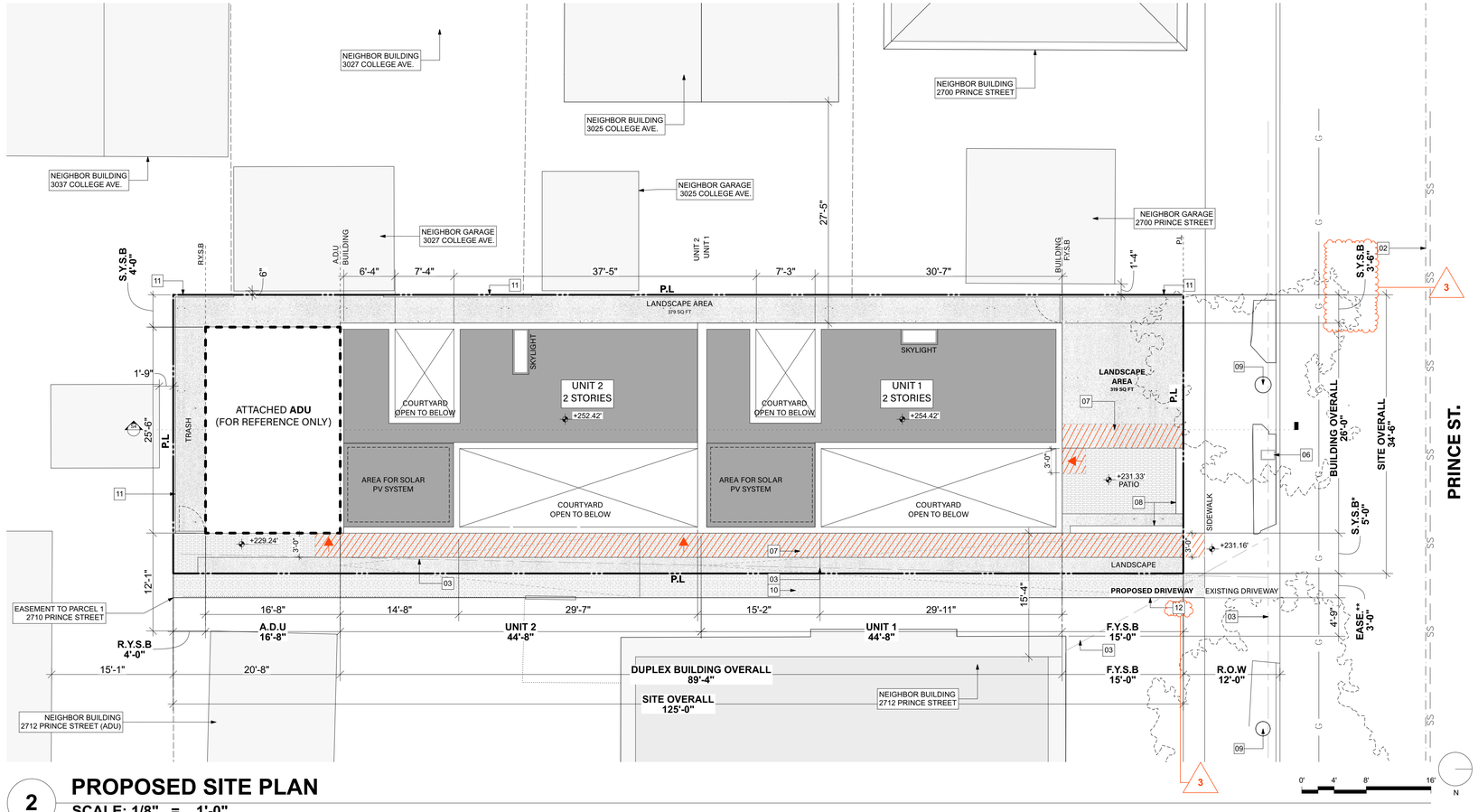
NAME (printed)	SIGNATURE	ADDRESS	RENTER OR OWNER	DATE	HAVE NO OBJECTIONS	HAVE OBJECTIONS (STATE BRIEFLY)	HAVE NO COMMENT
SHAYLA GA		2712 PRINCE ST	OWNER	2/8/24	NO	N/A	COME IT!
Dorian Morello		2707 Prince St.	owner	2/8/24	NO	N/A	looks great!
Benjamin Yu		2715 Prince St.	Church elders	2/9/24	No	N/A	Good!
WINFIELD & BLOOM		3037 COLLEGE	OWNER	2/9/24	NO	N/A	—
JOSEPH THOMAS		2701 PRINCE	OWNER	2/9/24	NO	N/A	Good
JUNE CARLO		2710 PRINCE	OWNER	2/10/24	NO	N/A	Looks good
David Carlo		2710 PRINCE	owner	2/10/24	NO	N/A	Good!
Brendan Byrne		2701 Prince #2	Renter	2/10/24	No objections	N/A	Looks great!
Elizabeth Garcia		2701 Prince #1	Renter	2/10/24	No	N/A	Looks great!
[illegible]		2700 Prince	Owner	2/10/24	No	N/A	—
Austin Pollock		2701 Prince #3	Rent	2/10/24	NO	N/A	
Edith Lyn		3027 COLLEGE	OWNER	2/10/24	MAY BE	BLDG. TAKEN UP. ENTIRE PROPERTY.	—
Sheila Moran		3025 College Ave	Owner	2/12/24	Restore	Stacking of Plants and back of House	—

I HAVE REVIEWED THE PLANS FOR A DEMOLITION OF EXISTING HOUSE AND CONSTRUCTION OF TWO 1,524 sq. ft. SINGLE FAMILY HOMES AND ONE 830 sq.ft. ADU, 24' AVERAGE HIGH. AT 2708 PRINCE ST. BERKELEY, CA 94705

NAME (printed)	SIGNATURE	ADDRESS	RENTER OR OWNER	DATE	HAVE NO OBJECTIONS	HAVE OBJECTIONS (STATE BRIEFLY)	HAVE NO COMMENT
Catherine Wright		2712A Prince St Berkeley, CA 94705	Renter	04/10/2024	NO Objections	N/A	NO Comments
WINFIELD BLOOM		3037 College Apt B	Owner	04/19/2024	NO	NA	NO
		3037 College Apt C	Owner				
		3037 College Apt A	Owner				
Robert H Kerr		3037 College B	Renter	12 mar	No	NO	No
Linda M- Joseph		2701 Prince Street #1	Owner	4/12/2024	No	No	NO
		2701 Prince Apt 2	Owner				
		Apt 3	Owner				
		Apt 4	Owned				

1 COMMUNITY OUTREACH

NOT TO SCALE



2 PROPOSED SITE PLAN

SCALE: 1/8" = 1'-0"

SITE PLAN GENERAL NOTES:

A. PARKING SPACE SHOWN IN GROUND FLOOR PLAN (SHEET N. A101).
B. TRASH/SOLID WASTE STORAGE AREA SHOWN IN FLOOR GROUND FLOOR PLAN (SHEET N. A101).
C. EASEMENT* = (1998-273924, PARCEL 3) 5' WIDE EASEMENT (3016 DEEDS 126)
EASEMENT**= 3' WIDE EASEMENT (2002-273924, PARCEL 2) CARLO (1998-273924, PARCEL 2)
D. BICYCLE PARKING NOT REQUIRED, PER BMC BICYCLE PLAN, APPENDIX F

KEYNOTES

01. GAS LINE UNDERGROUND (PER SURVEY PLANS)
02. SEWER LINE UNDERGROUND (PER SURVEY PLANS)
03. OVERHEAD WIRE (PER SURVEY PLANS)
04. GAS METER (PER SURVEY PLANS)
05. ELECTRIC METER (PER SURVEY PLANS)
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08. FENCE - BRICK WALL (6 FT. HEIGHT)
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LEGEND:

PROPERTY LINE
ROOF
ROOF CAP
BRICK PAVER
LANDSCAPING
PATHWAY(S) FROM RESIDENTIAL STRUCTURES TO PUBLIC R.O.W
EXISTING STRUCTURES TO BE DEMOLISHED

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San Diego, CA 92104
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SEAL

LICENSED ARCHITECT
JEFF SVITAK
C-38200
10/31/2025
RENEWAL DATE
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

PRINCE

2708 PRINCE ST
BERKELEY CA 94705
APN: 052-1563-036

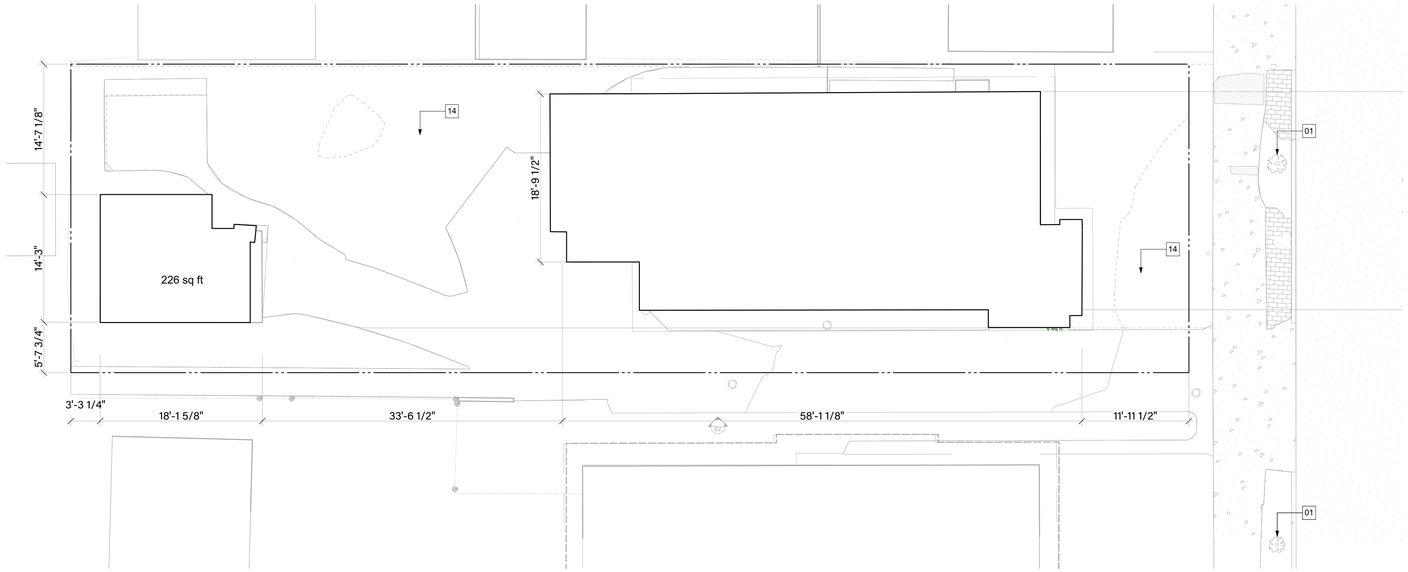
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A100.1
COMMUNITY OUTREACH

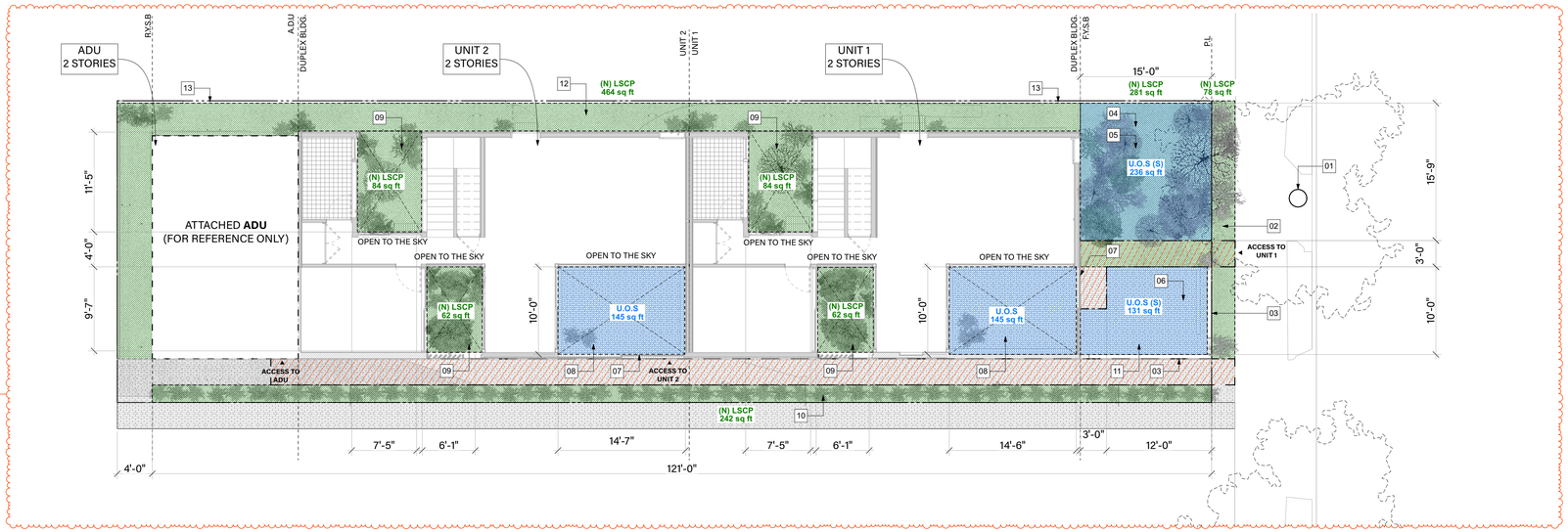
SHEET # 4 OF 21



1 EXISTING LANDSCAPE AND USABLE OPEN SPACE PLAN

SCALE: 1/8" = 1'-0"

0' 4' 8' 16' N



2 PROPOSED LANDSCAPE AND USABLE OPEN SPACE PLAN

SCALE: 1/8" = 1'-0"

0' 4' 8' 16' N

CALCULATIONS:

	EXISTING (SF)	REQUIRED (SF)	PROPOSED (SF)	NOTES
USABLE OPEN SPACE (SF)	2,139	300	UNIT 1	
			145	private
			184	shared
			329	subtotal
		300	UNIT 2	
			145	private
			184	shared
			329	subtotal
			657	**total**
LANDSCAPED USABLE OPEN SPACE - (SF)		253	327	(40% of total)
LANDSCAPED AREAS (SF)	1,571	n/a	1,403	

3

- ALL LANDSCAPE AREAS AND USABLE OPEN SPACE CALCULATIONS PER **BMC 23.304.090**

LANDSCAPE AND USABLE OPEN SPACE PLAN KEYNOTES:

01. EXISTING TREE (TO REMAIN) - CHINAR TREE, 24" T; 12' DRIP LINE
02. NEW LANDSCAPING - UTILITY EASEMENT - MULCH SURFACE
03. FENCE - BRICK WALL (5 FT. HEIGHT)
04. NEW LANDSCAPING - FRONT YARD - PLANTER + MULCH SURFACES
05. (SHARED) USABLE OPEN SPACE - LANDSCAPE (PART OF 40% LANDSCAPING REQ)
06. (SHARED) USABLE OPEN SPACE - BRICK PAVEMENT
07. SLIDING ENTRY DOOR - WOODEN STUD CURTAIN SYSTEM
08. USABLE OPEN SPACE - BRICK PAVEMENT
09. NEW LANDSCAPING - PATIOS - PLANTER
10. NEW LANDSCAPING - DRIVEWAY - PLANTER
11. NEW LANDSCAPING - ENTRY - PLANTER
12. NEW LANDSCAPING - SIDE YARD SETBACK - GRAVEL
13. FENCE - WOODEN PAINTED BOARDS (6 FT. HEIGHT)
14. EXISTING LANDSCAPING - TO BE REMOVED

ABREVIATIONS:

U.O.S:	USABLE OPEN SPACE
U.O.S (S):	USABLE OPEN SPACE (SHARED)
LSCP:	LANDSCAPE
G.R:	GROUND SHOT
S.F:	SQUARE FOOT
N:	NEW OR PROPOSED
R.Y.S.B:	REAR YARD SET BACK

LEGEND:

- BRICK WALL
- WOOD FRAMED WALL
- BRICK PAVEMENT
- PROPERTY LINE
- PLANTER / LANDSCAPING
- USABLE OPEN SPACE (U.O.S)
- GROUND SHOT
- PATHWAY(S) FROM RESIDENTIAL STRUCTURES TO PUBLIC R.O.W

3

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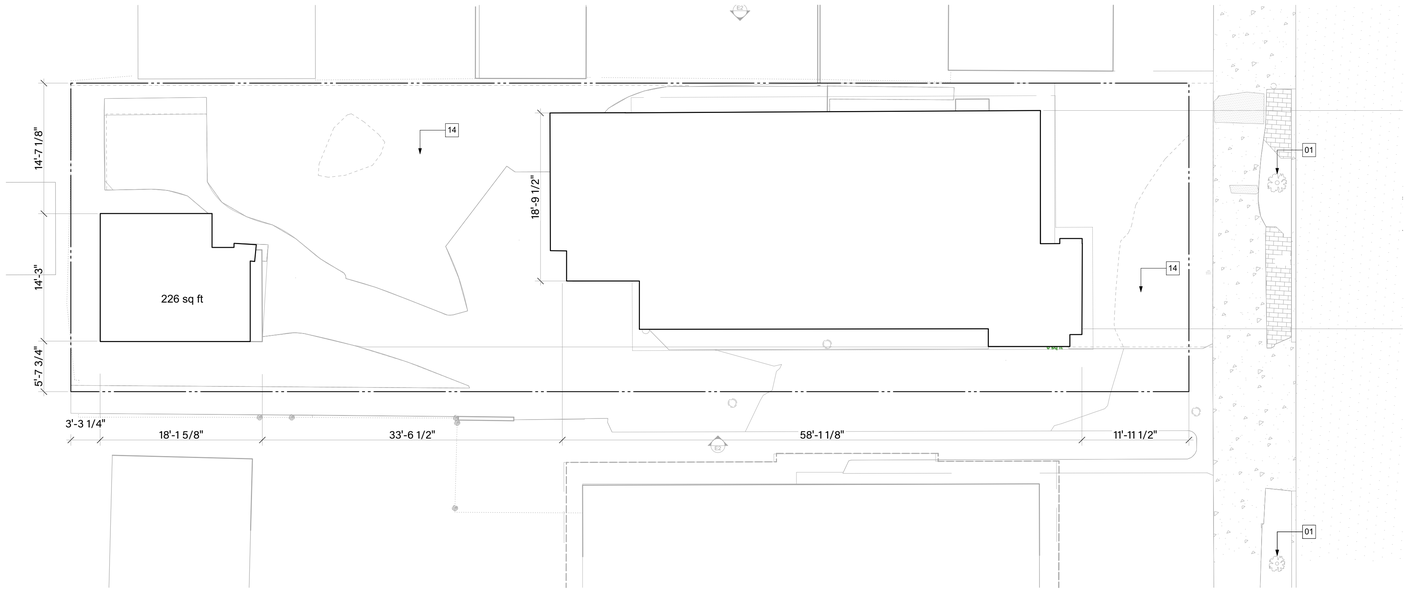
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A101
LANDSCAPE AND USABLE OPEN SPACE PLAN

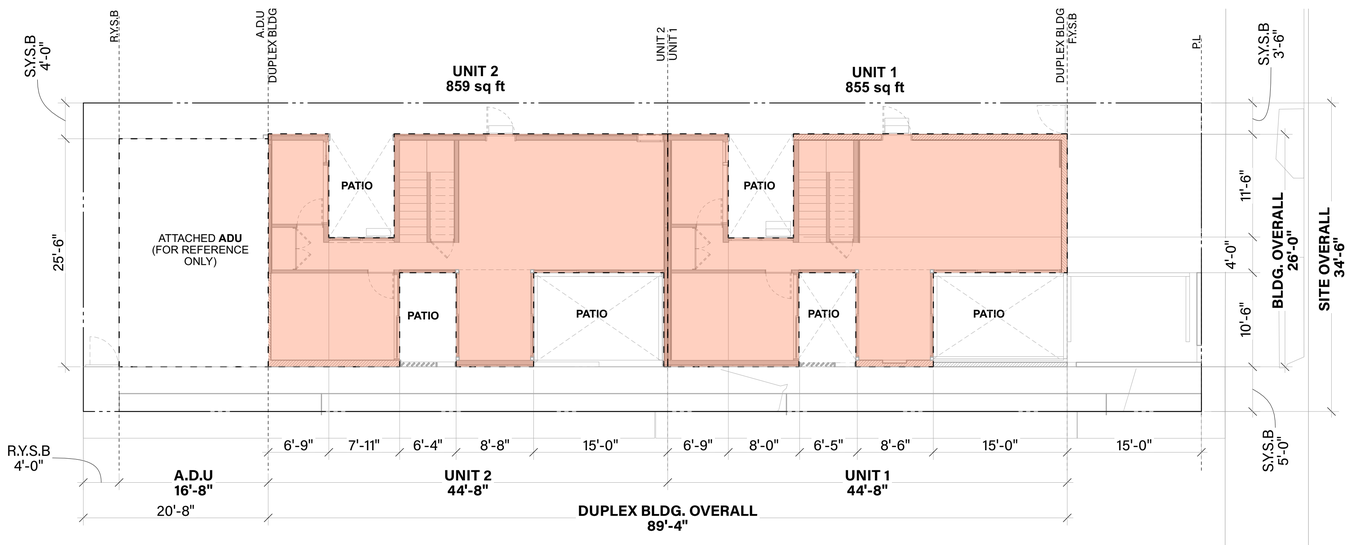
SHEET # 5 OF 21



1 EXISTING LOT COVERAGE

SCALE: 1/8" = 1'-0"

0' 4' 8' 16' N



2 PROPOSED LOT COVERAGE

SCALE: 1/8" = 1'-0"

0' 4' 8' 16' N

CALCULATIONS

GROSS FLOOR AREA*	EXISTING	UNIT 1	UNIT 2	ADU**
1ST FLOOR	1,052	855	859	227
2ND FLOOR		694	698	307
3RD FLOOR		-	-	264
SUBTOTAL		1,549	1,557	798
SUBTOTAL 2		3,106		798
TOTAL		**3,904**		

LOT AREA				4,312
	EXISTING	UNIT 1	UNIT 2	ADU
BUILDING FOOTPRINT	1,309	855	859	0**
LOT COVERAGE SUBTOTAL	24%	19.8%	19.9%	0.0%
LOT COVERAGE TOTAL	24%	**40%**		

* Gross area calculations per BMC 23.106.030

** ADU is excluded from the calculation per BMC 23.106.020

subtract up to 800 sq. ft. of the ADU footprint from the total proposed lot coverage for the site (BMC Section 23.106.020(B)(4))

ABREVIATIONS:

A.D.U:	ACCESSORY DWELLING UNIT
SQ. FT.:	SQUARE FOOT
G.R:	GROUND SHOT
S.Y.S.B:	SIDE YARD SETBACK
F.Y.S.B:	FRONT YARD SETBACK
R.Y.S.B:	REAR YARD SETBACK

LEGEND:

- BRICK WALL
- WOOD FRAMED WALL
- PROPERTY LINE
- GROSS AREA
- GARAGE AREA
- EXISTING HOUSE AREA

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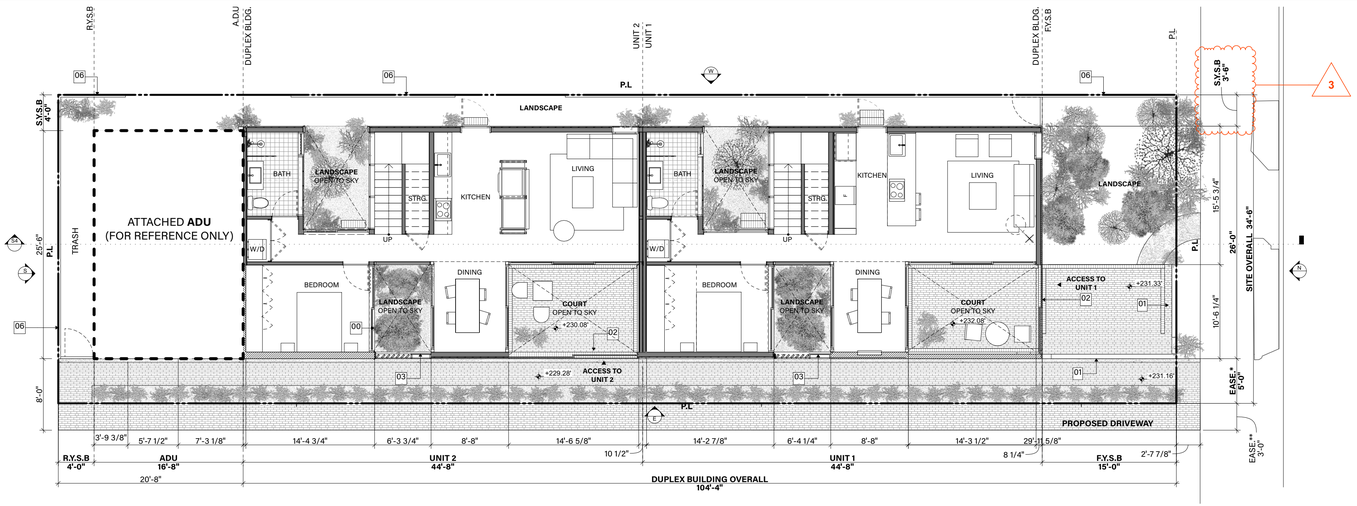
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A102

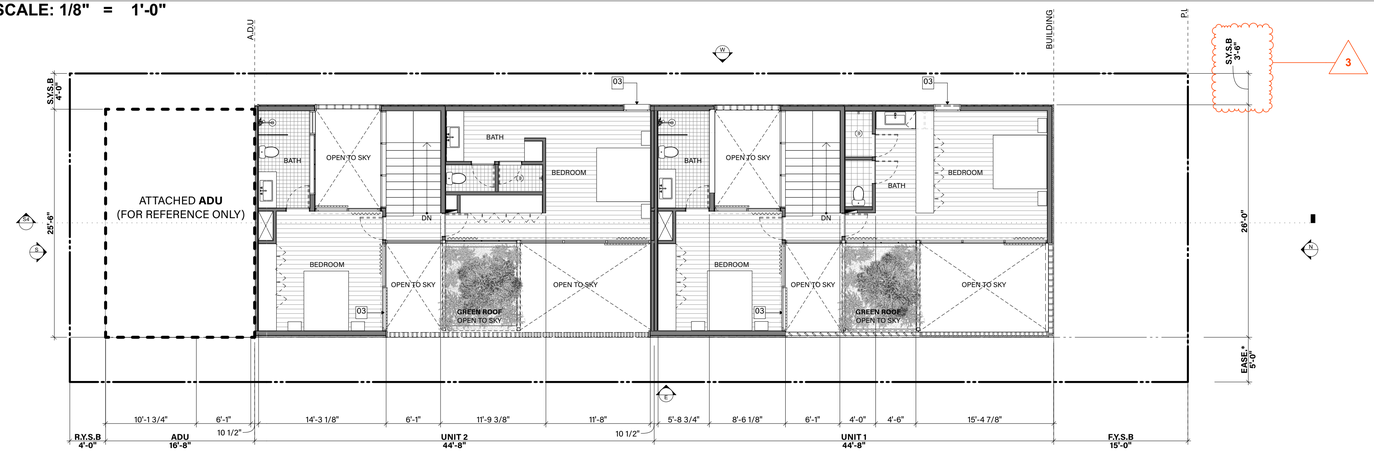
LOT COVERAGE DIAGRAM AND CALCULATIONS

SHEET # 6 OF 21



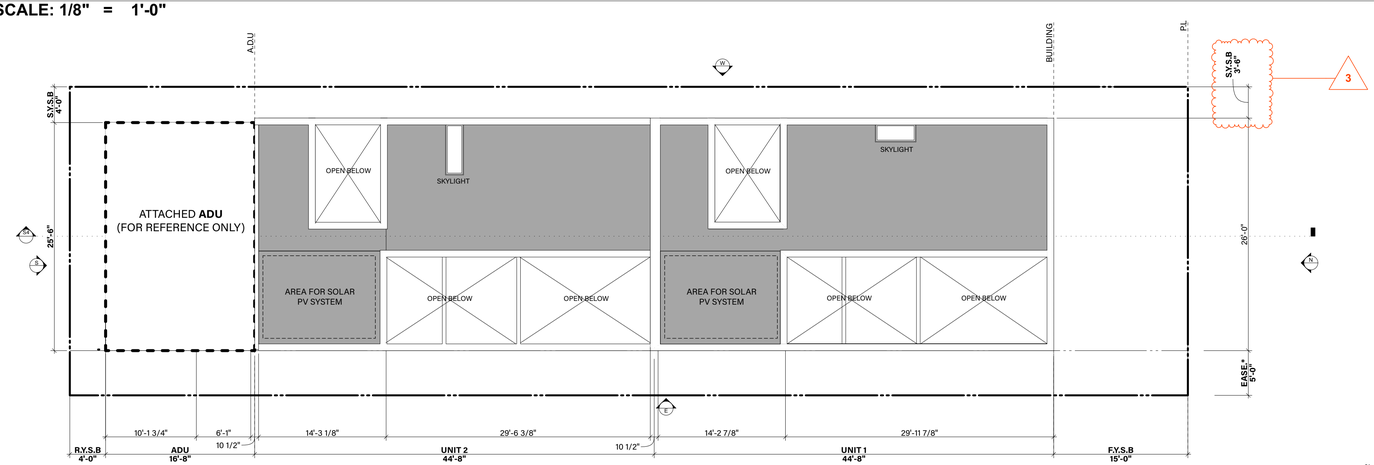
1 FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



2 SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



3 THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

FLOOR PLANS GENERAL NOTES:

A. EASEMENT* = (1998-273924, PARCEL 3) 5' WIDE EASEMENT (3016 DEEDS 126)
EASEMENT** = 3' WIDE EASEMENT (2002-273924, PARCEL 2) CARLO (1998-273924, PARCEL 2)

B. BICYCLE PARKING NOT REQUIRED, PER BMC BICYCLE PLAN, APPENDIX F

FLOOR PLANS KEYNOTES:

01. FENCE - BRICK WALL (5 FT. HEIGHT)
02. SLIDING ENTRY DOOR - WOODEN STUD SCREEN SYSTEM
03. EMERGENCY ESCAPE AND RESCUE OPENING.
IN ACCORDANCE TO CALIFORNIA RESIDENTIAL CODE, S. R310.1
04. NEW ELECTRICAL METER(S)
05. TRASH/SOLID WASTE STORAGE AREA
06. FENCE - WOODEN PAINTED BOARDS (6 FT. HEIGHT)
07. BATTERY ENERGY STORAGE
08. ELECTRIC VEHICLE CHARGING

ABREVIATIONS:

A.D.U:	ACCESSORY DWELLING UNIT
SQ. FT.:	SQUARE FOOT
S.Y.S.B:	SIDE YARD SETBACK
F.Y.S.B:	FRONT YARD SETBACK
R.Y.S.B:	REAR YARD SETBACK

LEGEND:

PROPERTY LINE
WOOD FLOOR
TILE
BRICK PAVER
LANDSCAPING
BRICK WALL
WOOD FRAMED WALL
ROOF
ROOF CAP

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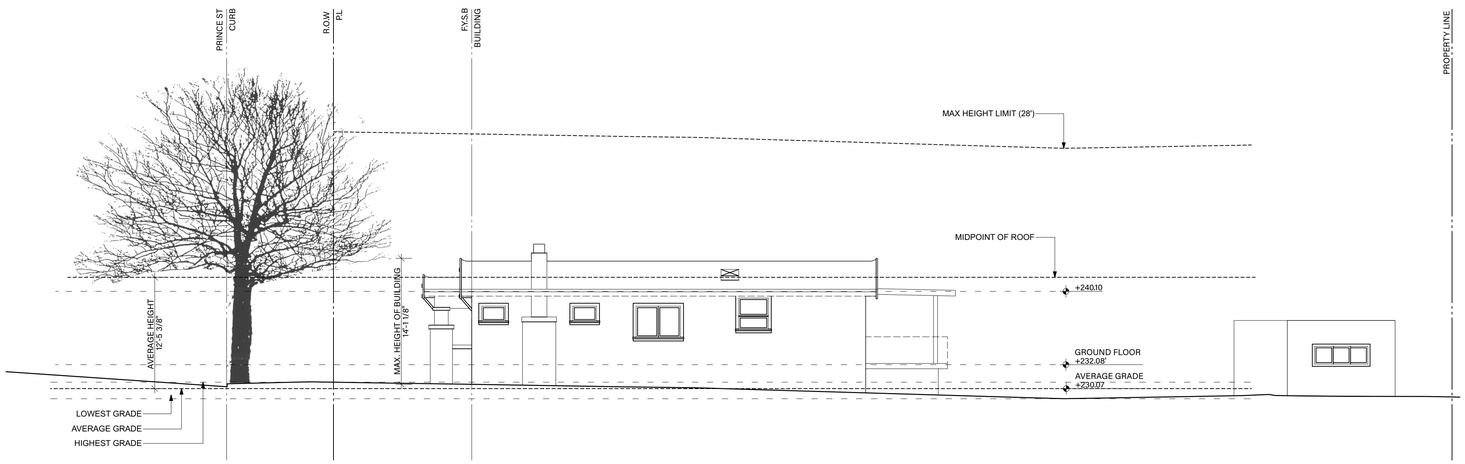
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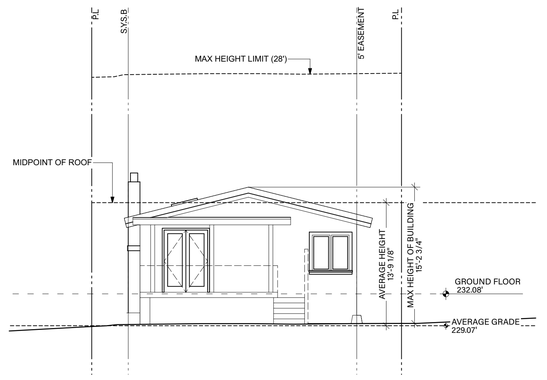
A103
FLOOR PLANS



1 WEST ELEVATION

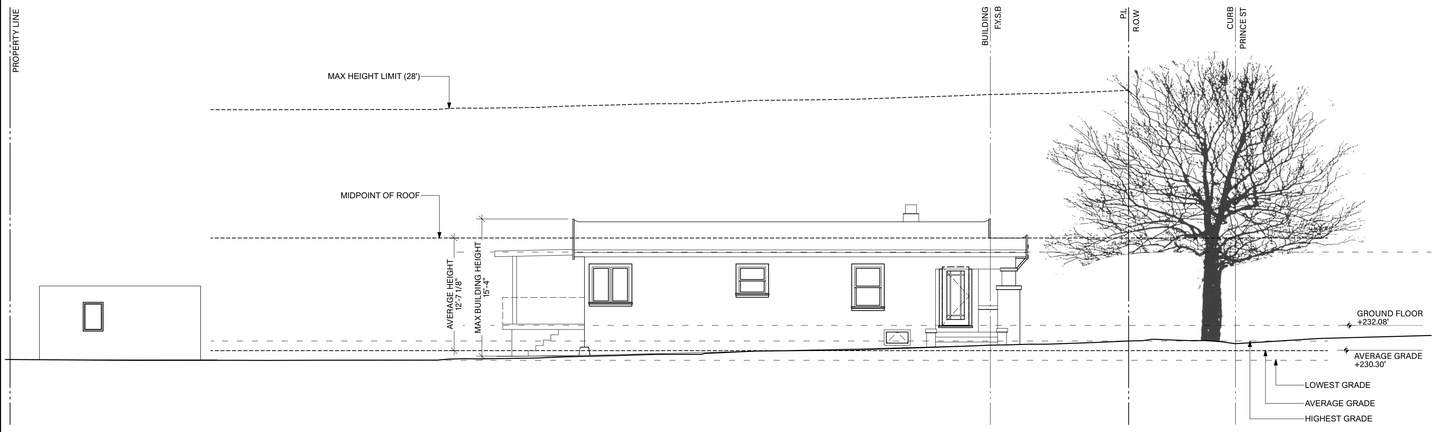
SCALE: 1/8" = 1'-0"

0' 4' 8' 16'



4 SOUTH ELEVATION

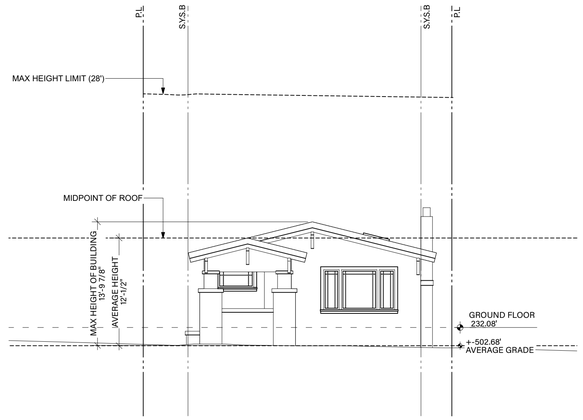
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION

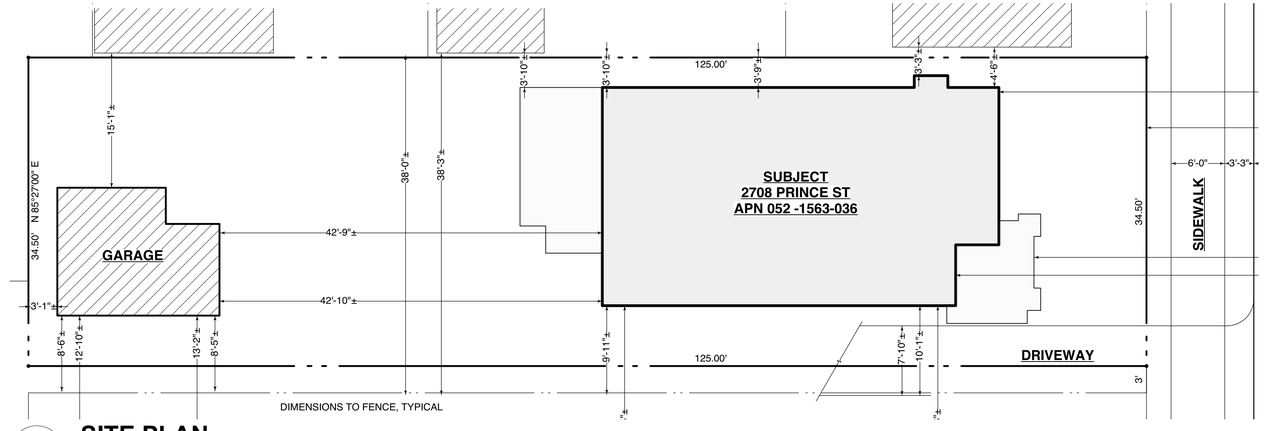
SCALE: 1/8" = 1'-0"

0' 4' 8' 16'



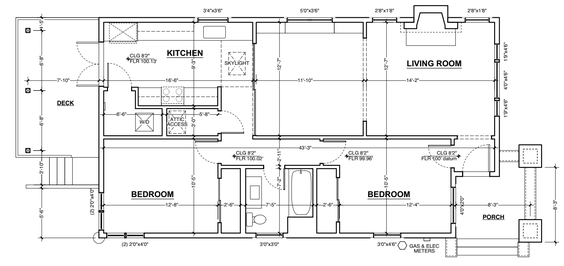
3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



5 SITE PLAN

NOT TO SCALE



6 FLOOR PLAN

NOT TO SCALE

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A104
EXISTING BUILDING PLANS

SHEET # 8 OF 21



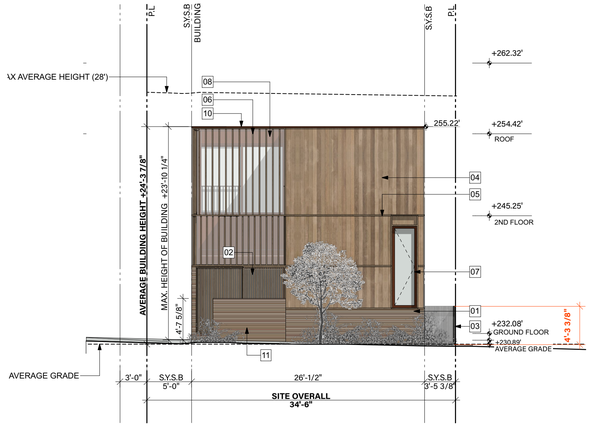
1 WEST ELEVATION

SCALE: 1/8" = 1'-0"



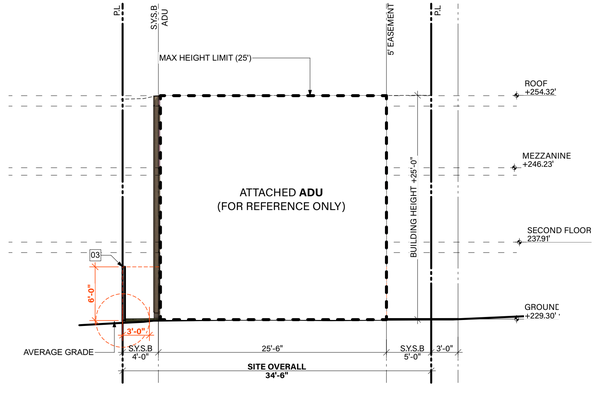
2 EAST ELEVATION

SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

PROPOSED EXTERIOR ELEVATIONS KEYNOTES:

01. BRICK WALL
02. SLIDING ENTRY DOOR - WOODEN STUD SCREEN SYSTEM
03. FENCE - PAINTED WOOD, 6' HEIGHT
04. WALL - NATURAL WOOD VERTICAL SIDING
05. WOOD REVEAL
06. WOODEN STUD SCREEN SYSTEM
07. WINDOW / DOOR - ALUMINUM FRAME (COLOR: RAL 3007) AND WOOD TRIM
08. (BEHIND) CEMENT BOARD PANEL (COLOR: RAL 3007)
09. EMERGENCY ESCAPE AND RESCUE OPENING
10. PARAPET CAP - PAINTED SHEET METAL
11. FENCE - BRICK WALL, 5' HEIGHT

ABREVIATIONS:

A.D.U:	ACCESSORY DWELLING UNIT
SQ. FT.:	SQUARE FOOT
S.Y.S.B:	SIDE YARD SETBACK
F.Y.S.B:	FRONT YARD SETBACK
R.Y.S.B:	REAR YARD SETBACK

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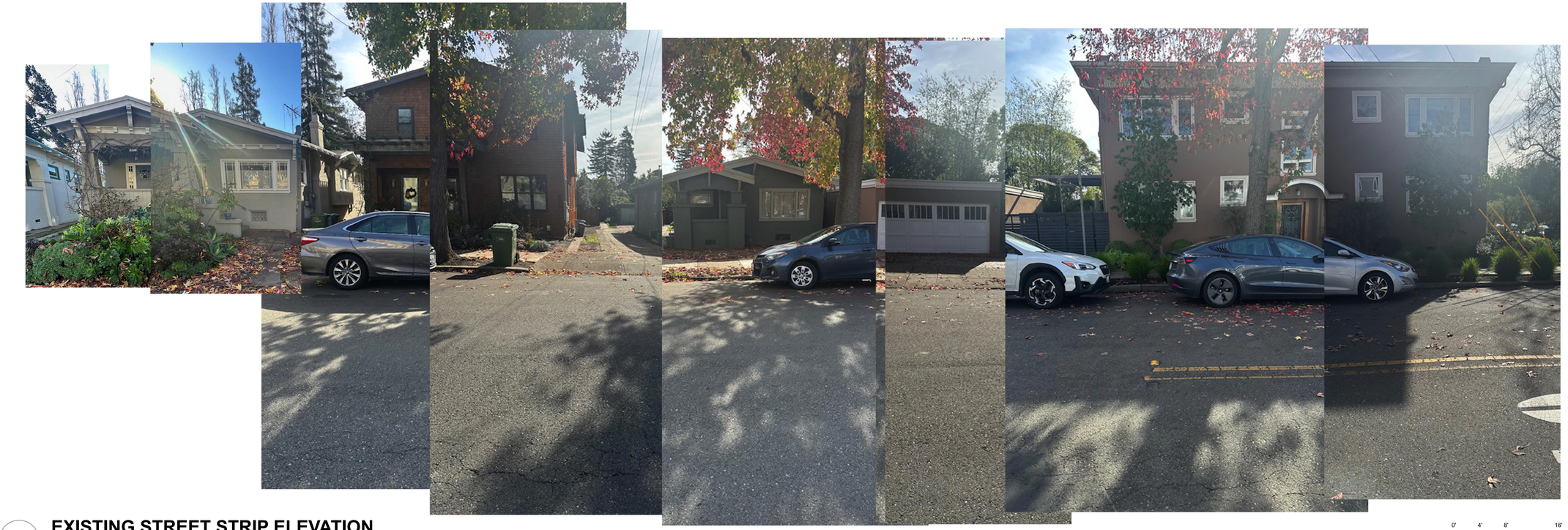
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A105
PROPOSED EXTERIOR ELEVATIONS

SHEET # 9 OF 21



1 **EXISTING STREET STRIP ELEVATION**
SCALE: 1/8" 1' = 1'-0"

0' 4' 8' 16'



2 **PROPOSED STREET STRIP ELEVATION**
SCALE: 1/8" 1' = 1'-0"

0' 4' 8' 16'

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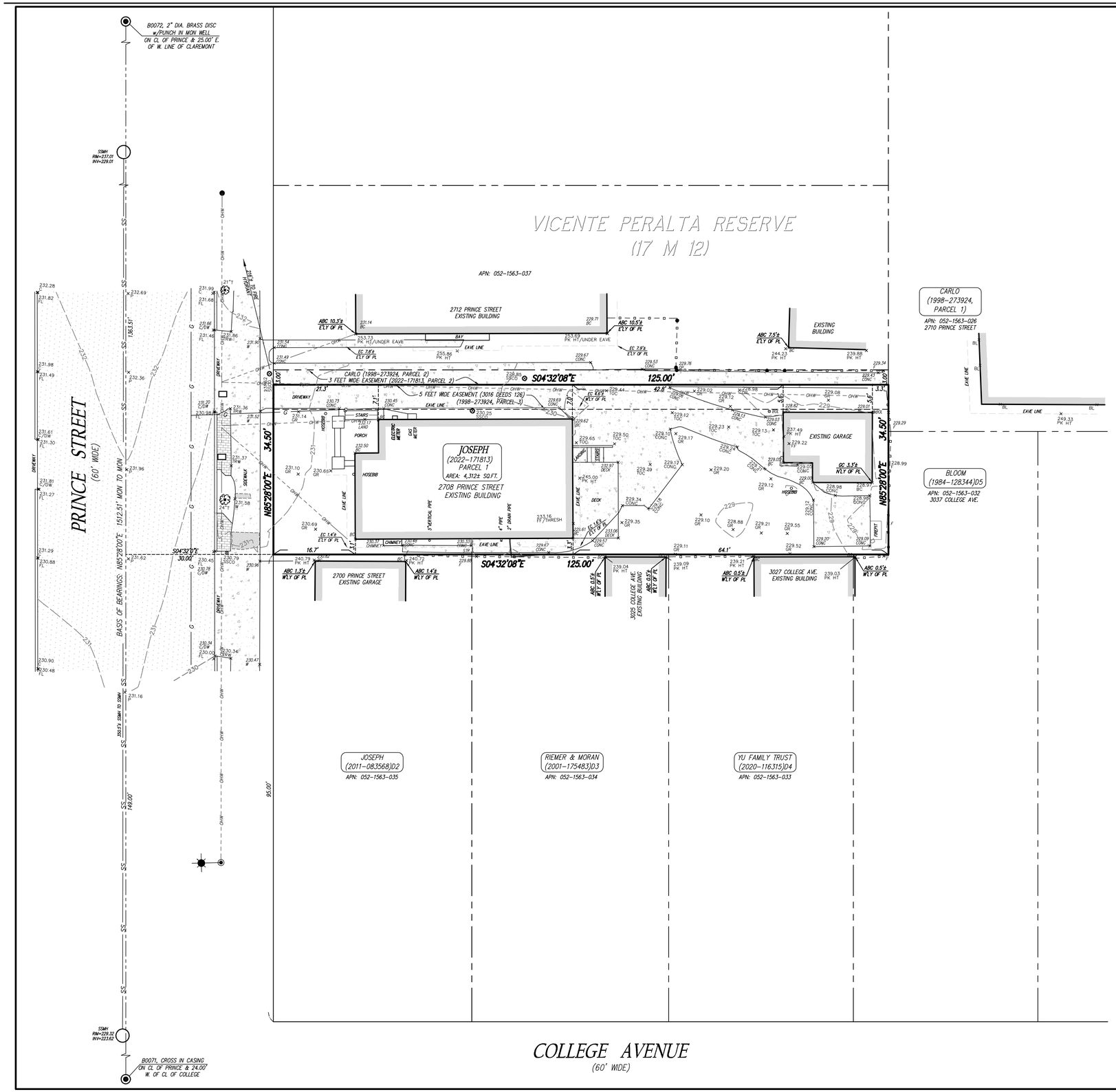
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A106
STREET STRIP ELEVATION

SHEET # 10 OF 21



GRAPHIC SCALE

0 5 10 20

(IN FEET)
1 inch = 10 ft.

OWNER:
LINDA JOSEPH
2700 PRINCE STREET
BERKELEY, CA 94705

BASIS OF BEARINGS:
MONUMENT LINE IN PRINCE STREET
BEARING: N85°28'00"E.

MAP REFERENCES:
R1 MAP OF THE COLBY TRACT (19 M 76)
R2 MAP OF PARK SIDE, CLAREMONT (21 M 33)
R3 PARCEL MAP NO. 4334 (149 M 68)
R4 CITY OF BERKELEY MONUMENT CARDS

BENCHMARK:
B2144, 2" DIA. DISC CITY OF BERKELEY BRASS DISK w/PUNCH IN MONUMENT WELL ELEVATION = 224.49, BASED UPON CITY OF BERKELEY.

LEGEND

◉	FOUND CITY MONUMENT AS NOTED
	BUILDING FOOTPRINT
	ASPHALT
	CONCRETE
( )	RECORD DATA PER (140 M 26)
(DX)	RECORDED DEEDS
#"T	DIAMETER OF TREE (INCHES)
ABC	ADJACENT BUILDING CORNER
BC	BUILDING CORNER
BL	BUILDING LINE
C	TOP OF CURB
CONC	CONCRETE
DW	DRIVEWAY
EB	ELECTRIC BOX
EM	ELECTRIC METER
EC	EAVE CORNER
F	FENCE
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FL	FLOWLINE
GC	GARAGE CORNER
GR	GROUND SHOT
GM	GAS METER
GP	GATE POST
INV	INVERT
JP	JOINT POLE
JP/SL	JOINT POLE/STREET LAMP
P	PAVEMENT
PL	PROPERTY LINE
PK HT	PEAK HEIGHT
OHW	OVERHEAD WIRE
SS	SANITARY SEWER LINE
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEAN OUT
STR	STAIR
TOC	TOP OF CONCRETE
TRW	TREE WELL
W	BACK OF SIDEWALK
WM	WATER METER

ADJACENT PARCEL/LOT LINE
EASEMENT LINE
MONUMENT LINE
SUBJECT PROPERTY
TIE LINE
WOOD FENCE

LICENSED LAND SURVEYOR KEITH S. BUSH No. 8494 STATE OF CALIFORNIA

KEITH S. BUSH, L.S. 8494
DATE: 07/21/2023

BOUNDARY & TOPOGRAPHIC SURVEY

THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 14, 2022 SERIES NO. 2022-171813 ALAMEDA COUNTY RECORDS
CITY OF BERKELEY, ALAMEDA COUNTY, STATE OF CALIFORNIA
JULY, 2023 SCALE: 1" = 10'

BAY AREA LAND SURVEYING INC
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167

APN: 052-1563-036 SHEET 1 OF 1 22-4844

Jeff Svitak Inc.
3037 Redwood St.
San Diego, CA 92104
www.jeffsvitak.com

SEAL

PRINCE
2708 PRINCE ST
BERKELEY CA 94705
APN: 052-1563-036

ISSUED FOR:	DATE:
Z.P.A SUBMITTAL	02.16.2024

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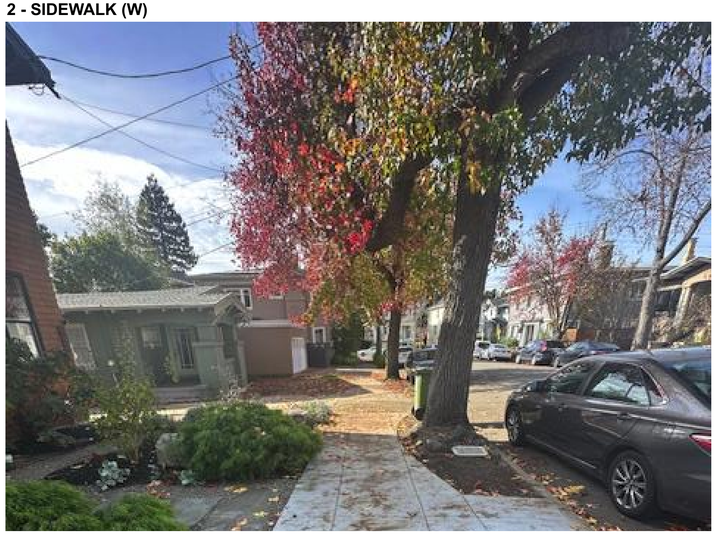
R01
SITE SURVEY

SHEET # 11 OF 21

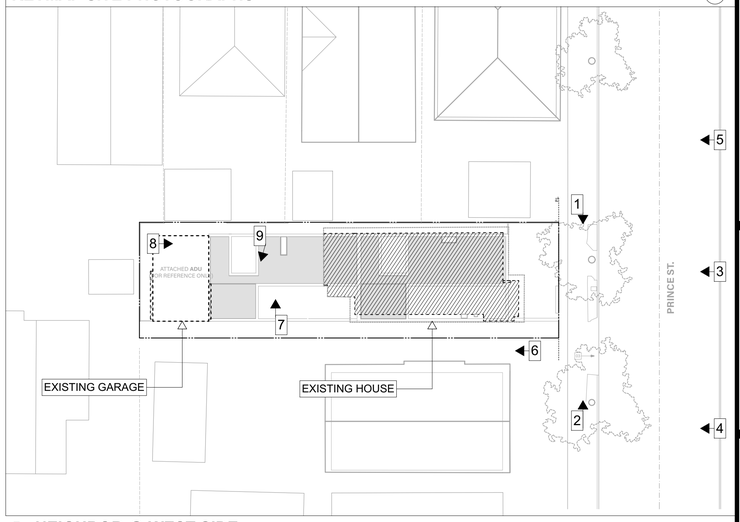
1 - SIDEWALK (E)



2 - SIDEWALK (W)



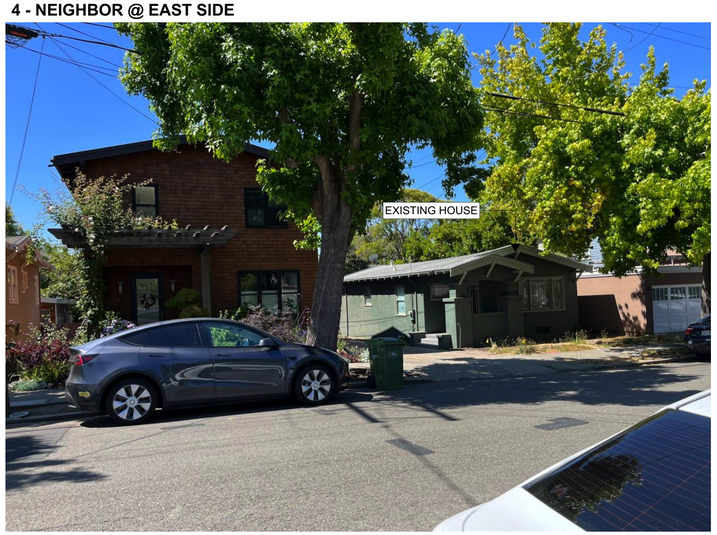
KEYMAP SITE PHOTOGRAPHS



3 - ACROSS THE STREET (S)



4 - NEIGHBOR @ EAST SIDE



5 - NEIGHBOR @ WEST SIDE



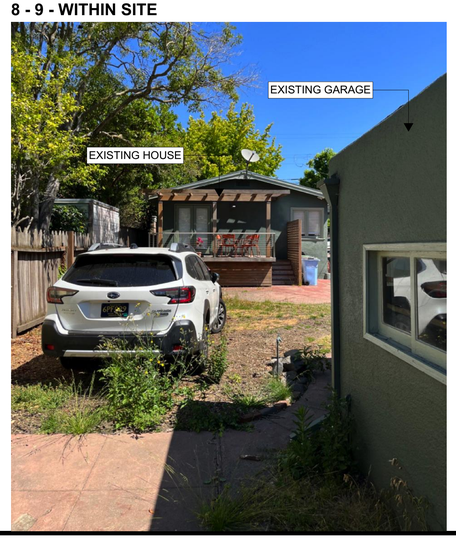
6 - EASEMENT (S)



7 - WITHIN SITE (W)



8 - 9 - WITHIN SITE





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San Diego, CA 92104
www.jeffsvitak.com

SEAL

LICENSED ARCHITECT
JEFF SVITAK
C-38200
10/31/2025
RENEWAL DATE
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

PRINCE

2708 PRINCE ST
BERKELEY CA 94705
APN: 052-1563-036

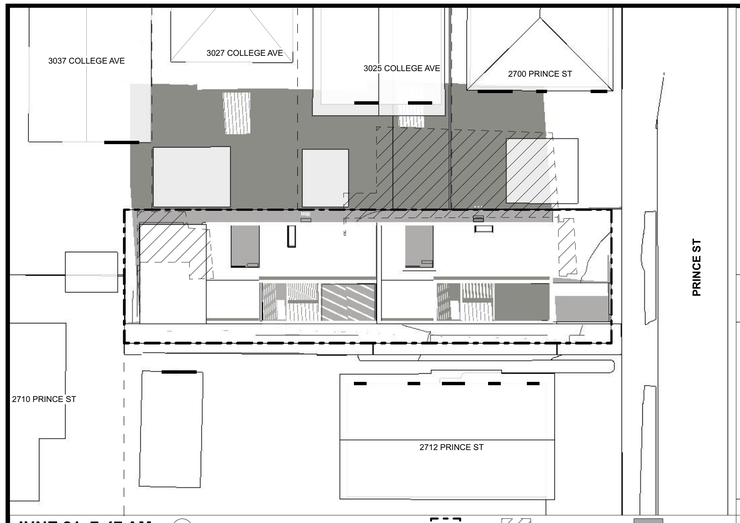
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Z.P.A SUBMITTAL		02.16.2024
Z.P.A RE-SUBMITTAL		04.20.2024
Z.P.A RE-SUBMITTAL		05.17.2024
ZAB MEETING	03	09.12.2024

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R02
SITE PHOTOGRAPHS

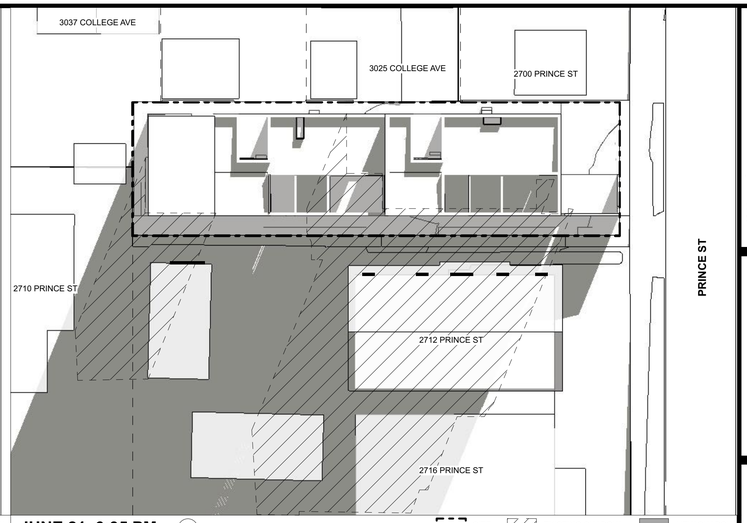
SHEET # 12 OF 21



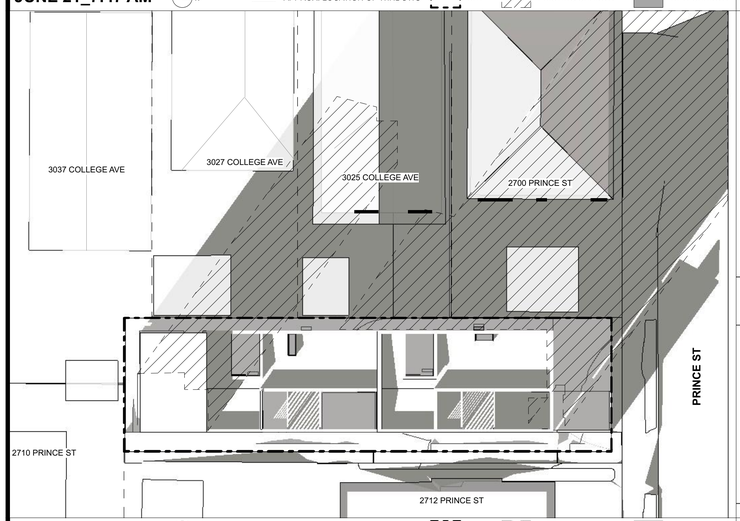
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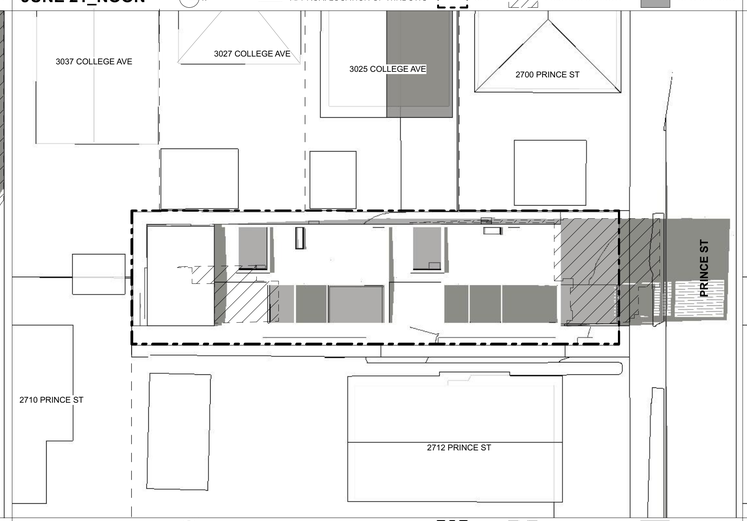
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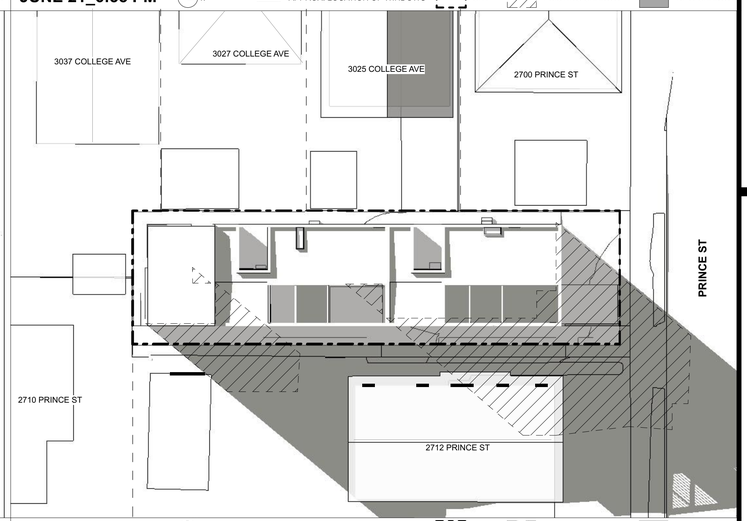
JUNE 21_6:35 PM — N — APPROX. LOCATION OF WINDOWS — SITE — EXISTING SHADOW — NEW SHADOW



DEC 21_9:21 AM — N — APPROX. LOCATION OF WINDOWS — SITE — EXISTING SHADOW — NEW SHADOW



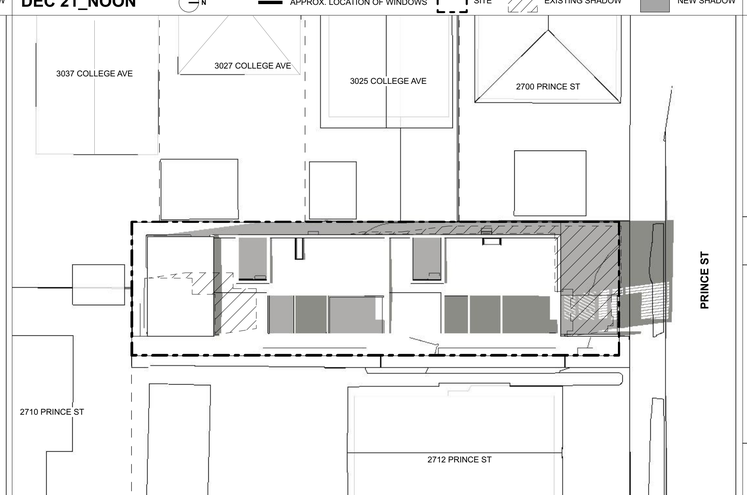
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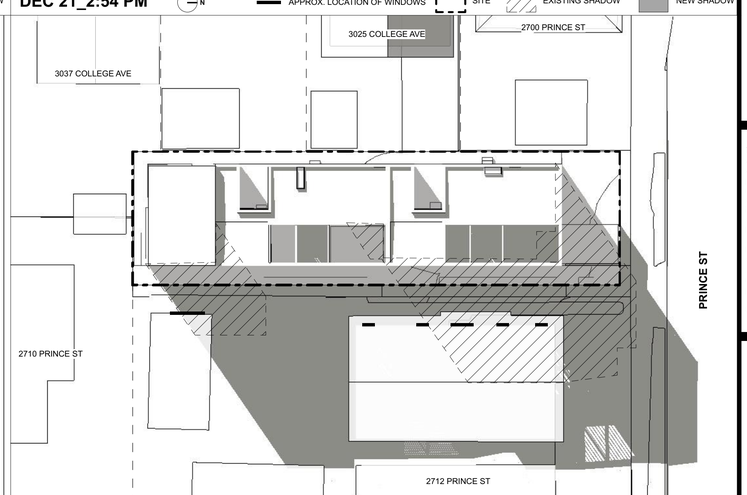
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FEB 18_8:56 AM — N — APPROX. LOCATION OF WINDOWS — SITE — EXISTING SHADOW — NEW SHADOW



FEB 18_NOON — N — APPROX. LOCATION OF WINDOWS — SITE — EXISTING SHADOW — NEW SHADOW



FEB 18_3:51 PM — N — APPROX. LOCATION OF WINDOWS — SITE — EXISTING SHADOW — NEW SHADOW

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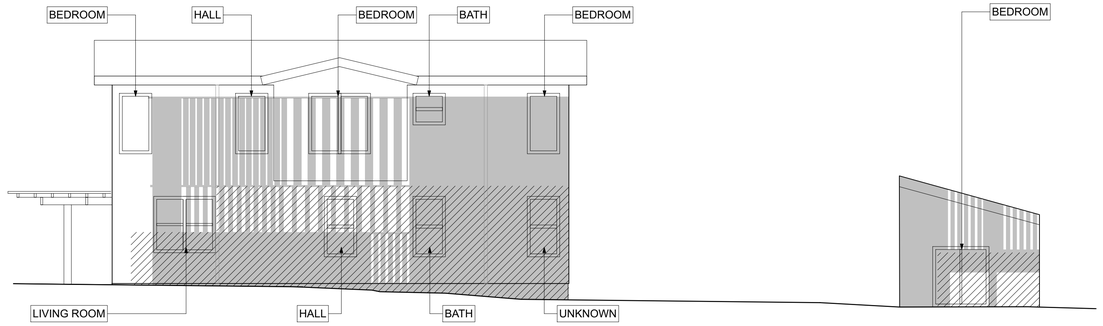
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R03
SHADOW STUDY

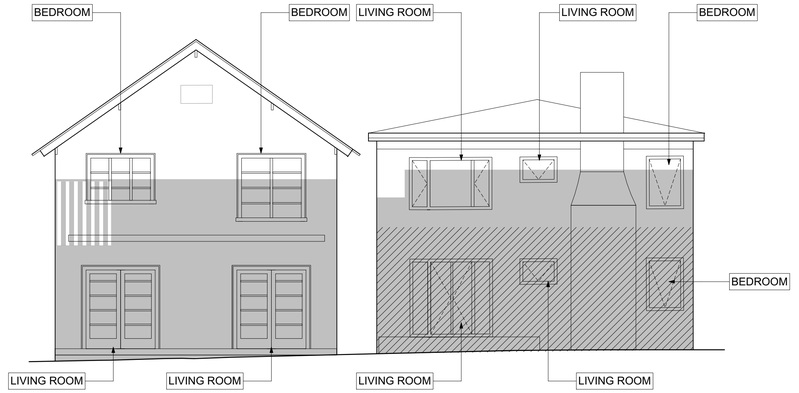
SHEET # 13 OF 21



PRINCE ST. 2712 | PRINCE ST. 2712 - ADU

EASTERN NEIGHBORS - JUNE 21_6:35 PM

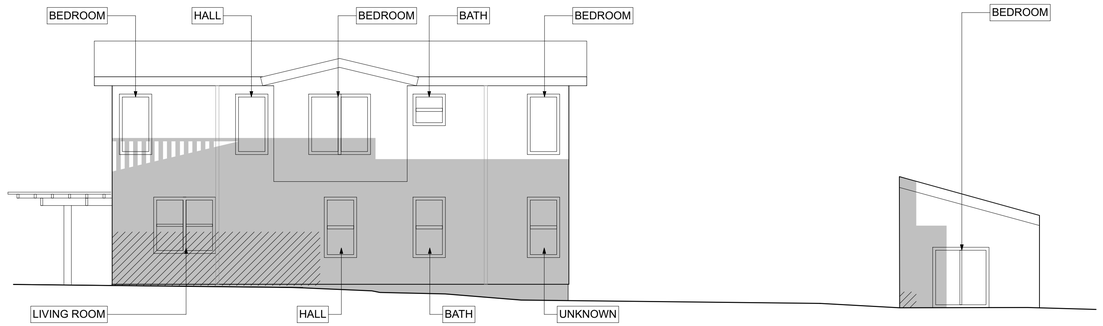
EXISTING SHADOW | NEW SHADOW



COLLEGE AVE. 3025 | PRINCE ST. 2700

WESTERN NEIGHBORS - DEC 21_9:21 AM

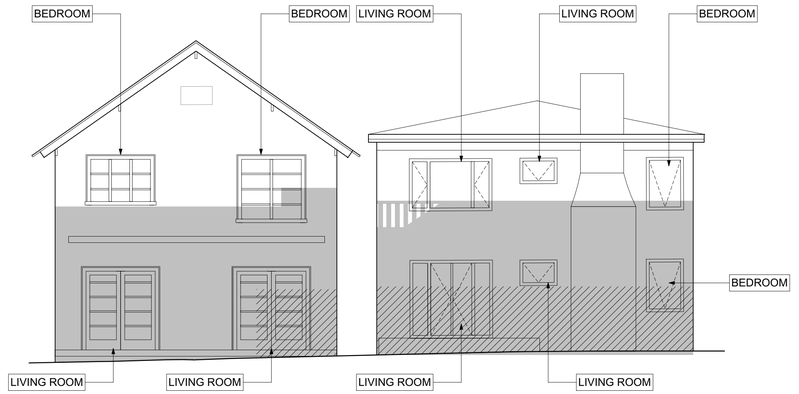
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PRINCE ST. 2712 | PRINCE ST. 2712 - ADU

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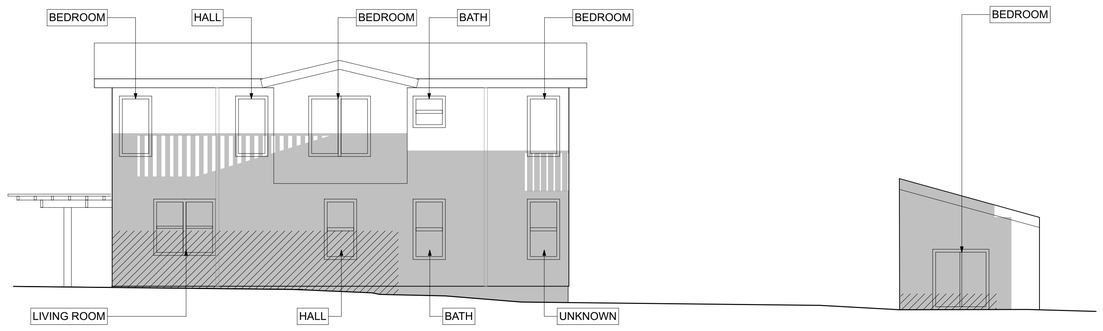
EXISTING SHADOW | NEW SHADOW



COLLEGE AVE. 3025 | PRINCE ST. 2700

WESTERN NEIGHBORS - FEB 18_8:56 AM

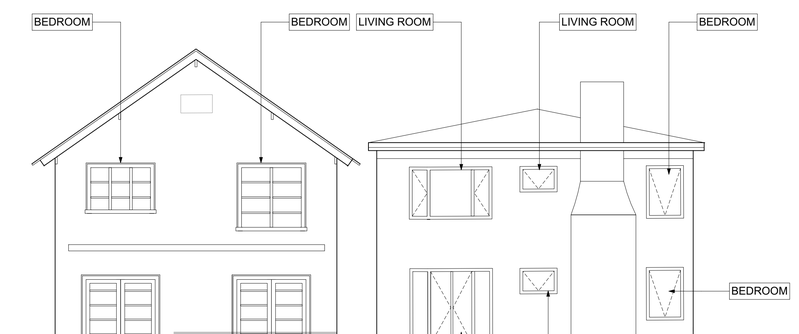
EXISTING SHADOW | NEW SHADOW



PRINCE ST. 2712 | PRINCE ST. 2712 - ADU

EASTERN NEIGHBORS - FEB 18_3:51 PM

EXISTING SHADOW | NEW SHADOW



COLLEGE AVE. 3025 | PRINCE ST. 2700

JUNE 21_7:47 AM

EXISTING SHADOW | NEW SHADOW

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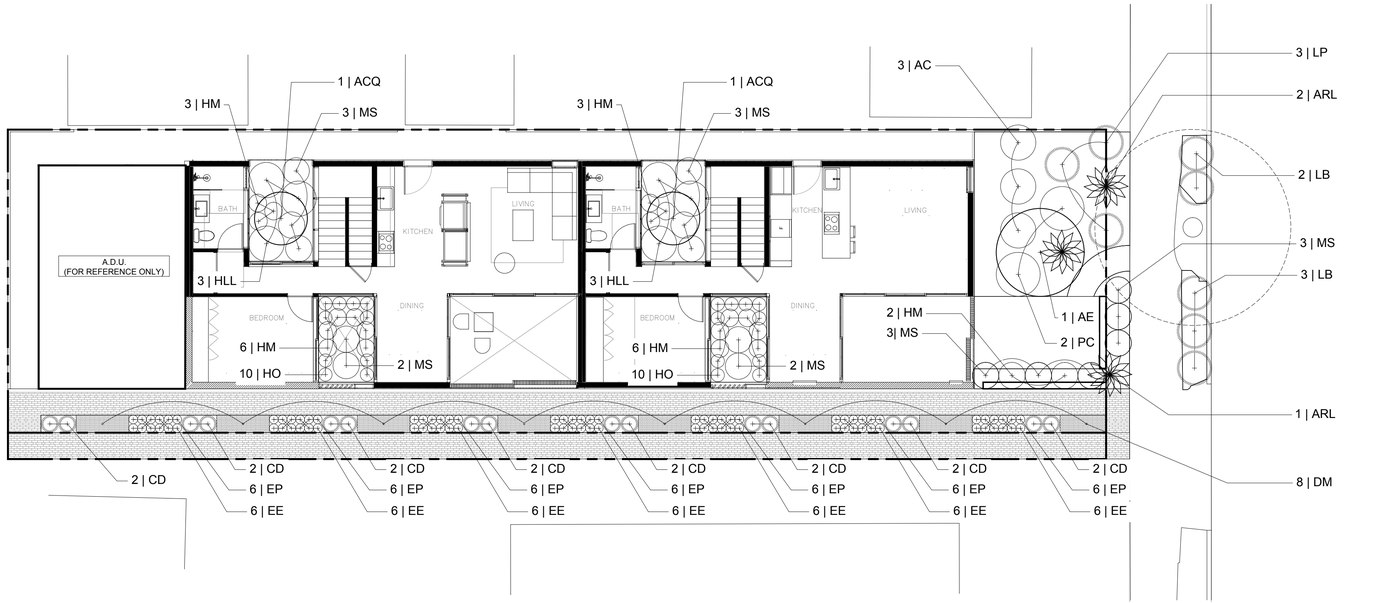
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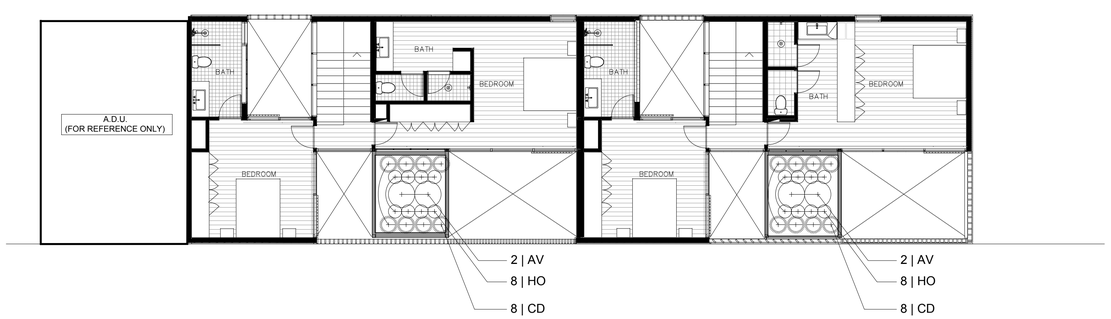
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R04
SHADOW STUDY - NEIGHBORS ELEVATIONS

SHEET # 14 OF 21



GROUND FLOOR PLANTING PLAN
1/8"=1'-0"



NORTH

SCALE: 1/8" = 1'- 0"

0 4' 8' 16'

SECOND FLOOR PLANTING PLAN
1/8"=1'-0"

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE PRESCRIPTIVE COMPLIANCE OPTION TO THE MWELO

TOTAL LANDSCAPE AREA: 1,403 SF
TOTAL LAWN AREA: 0 SF

TOTAL PLANTS WITH WULCOLS PLANT FACTOR <=0.3: **(88%)**

costello kennedy
LANDSCAPE ARCHITECTURE
16 de la Guerra Road San Rafael, CA 94903
ph:415-479-7552 www.costellokennedy.com

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PRINCE STREET TOWNHOMES

2708 PRINCE STREET
BERKELEY, CA 94705

revisions:

LICENSED LANDSCAPE ARCHITECT
MATTHEW A. KENNEDY
09-2026
Renewal Date
08-25-2024
Date
STATE OF CALIFORNIA

LANDSCAPE PLAN
08-25-2024
AS NOTED
L1.0

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	TYPE	QU	SIZE	HEIGHT X WIDTH	WATER USE
ACC	ACER 'CRIMSON QUEEN'	DWARF JAPANESE MAPLE	TREE	2	24" BOX	10'X10'	M
AI	ACACIA ITEAPHYLLA	ELDERBERRY	TREE	1	15 GAL - MULTI	10'X10'	L
AC	ACACIA 'COUSIN ITT'	RIVER WATTLE	SHRUB	3	5 GAL	4'X4'	L
ARL	AGAVE ATTENUATA 'RAY OF LIGHT'	FOX TAIL AGAVE	SUCCULENT	3	5 GAL	4'X4'	L
LP	LOMANDRA 'PLATINUM BEAUTY'	VARIEGATED MAT RUSH	GRASS	3	1 GAL	4'X4'	L
LB	LOMANDRA 'BREEZE'	MAT RUSH	GRASS	5	1 GAL	4'X4'	L
PC	PLECTRANTHUS CILIATUS 'DREDGE'	SPUR FLOWER	GROUNDCOVER	2	5 GAL	1.5'X5'	L
AV	ASPIDISTRA ELIATOR 'VARIEGATA'	CAST IRON PLANT	SHRUB	10	5 GAL	3'X3'	L
MS	MAHONIA 'SOFT CARESS'	OREGON GRAPE	SHRUB	16	5 GAL	3'X3'	L
HLL	HYDRANGEA PANICULATA 'LITTLE LIME'	HARDY HYDRANGEA	SHRUB	3	5 GAL	4'X4'	M
CD	CAREX DIVULSA	BERKELEY SEDGE	GRASS	34	1 GAL	2'X2'	L
HM	HELLEBORUS 'MOLLY'S WHITE'	LENTEN ROSE	PERENNIAL	20	1 GAL	2'X2'	L
HO	HEUCHERA 'OBSIDIAN'	CORAL BELLS	PERENNIAL	36	4" POT	1.5'X1.5'	L
EE	ECHEVERIA ELEGANS	HEN AND CHICKS	SUCCULENT	36	4" POT	6"X12"	L
EP	ECHEVERIA 'PURL VON NURNBERG'	HEN AND CHICKS	SUCCULENT	36	4" POT	12"X12"	L
DM	DYMONDIA MARGARETAE	DYMONDIA	GROUNDCOVER	8	LANDSCAPE FLAT**	FLAT	L
**	LANDSCAPE FLAT TO BE CUT INTO 16 PIECES AND SPACED 12" OC						

PLANT IMAGES


Acer 'Crimson Queen'


Acacia iteaphylla


Acacia 'Cousin Itt'


Agave attenuata' ray of Light'


Lomandra 'Platinum Beauty'


Plectranthus ciliatus 'Dredge'

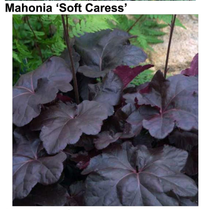

Aspidistra 'Variegata'


Mahonia 'Soft Caress'


Hydrangea 'Little Lime'


Carex divulsa


Helleborus 'Molly's White'


Heuchera 'Obsidian'


Echeveria elegans


Echeveria 'Purl Von Nurnberg'


Dymondia

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TOTAL LANDSCAPE AREA: 1,403 SF
TOTAL LAWN AREA: 0 SF

TOTAL PLANTS WITH WULCOLS PLANT FACTOR <=0.3: **(88%)**

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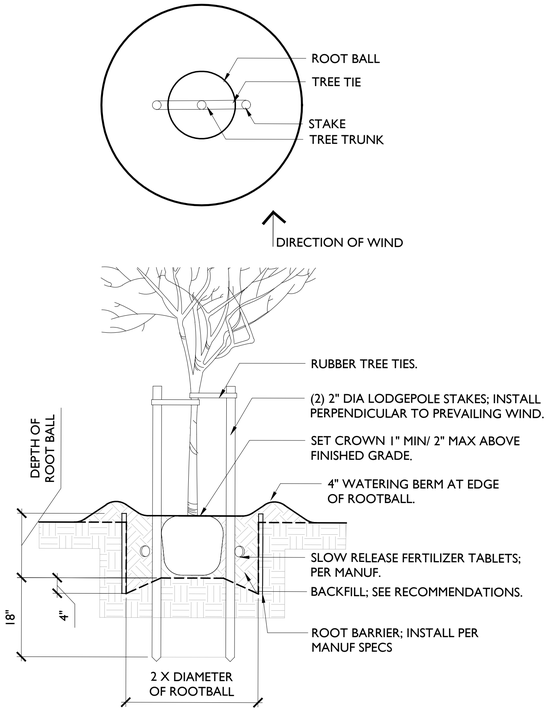
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2708 PRINCE STREET
BERKELEY, CA 94705

revisions:

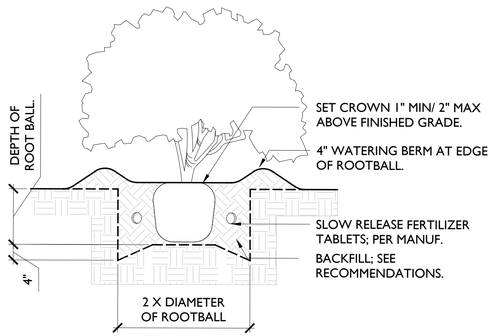
LICENSED LANDSCAPE ARCHITECT
MATTHEW A. KENNEDY
No. 6066
Renewal date
08-25-2024
Date
STATE OF CALIFORNIA

PLANT SCHEDULE

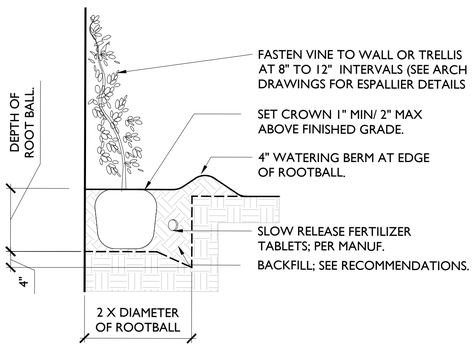
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scale: AS NOTED
sheet: L1.1



1 TREE PLANTING
NO SCALE



2 SHRUB PLANTING
NO SCALE



3 VINE PLANTING DETAIL
NO SCALE

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kennedy
LANDSCAPE ARCHITECTURE
16 de la Guerra Road San Rafael, CA 94903
ph:415-479-7552 www.costellokennedy.com

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BERKELEY, CA 94705

revisions:

LICENSED LANDSCAPE ARCHITECT
MATTHEW A. KENNEDY
08-25-2024
STATE OF CALIFORNIA

PLANTING NOTES AND DETAILS

date: 08-25-2024

scale: AS NOTED

sheet: L1.2

PLANTING NOTES

1. SEE COMPLETE SPECIFICATIONS MANUAL THAT HAS BEEN CREATED FOR THIS JOB FOR ADDITIONAL NOTES AND REQUIREMENTS. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT.

2. EXAMINE SITE OF PROPOSED WORK NOTING EXISTING CONDITIONS AND THE PROPOSED PLANTING AS SHOWN ON THE PLAN. ALERT LANDSCAPE ARCHITECT OF DISCREPANCIES.

3. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH SOUND NURSERY PRACTICE AND SHALL INCLUDE MAINTENANCE AND WATERING OF ALL MATERIALS INSTALLED IN THIS CONTRACT UNTIL FINAL ACCEPTANCE BY CLIENT OR LANDSCAPE ARCHITECT.

4. ALL PLANTS SHALL BE NURSERY GROWN, AND SHALL BE IN ACCORDANCE WITH THE AMERICAN NURSERYMEN ASSOCIATION STANDARDS IN ALL WAYS (SEE AMERICAN STANDARD FOR NURSERY STOCK SPONSORED BY AMERICAN ASSOCIATION OF NURSERYMEN, INC, CURRENT EDITION).

5. ALL PLANTS TO BE REVIEWED BY LANDSCAPE ARCHITECT FOR VARIETY, SIZE AND CONDITION PRIOR TO INSTALLATION.

6. PLANT LIST IS FOR CONTRACTOR CONVENIENCE ONLY, VERIFY PLANT QUANTITIES WITH THE PLAN.

7. SUBMIT THE FOLLOWING TO THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE DELIVERY: SAMPLES AND CERTIFIED ANALYSES OF FERTILIZER, MINERALS AND SOIL AMENDMENTS, STATING SOURCE, PHYSICAL/CHEMICAL COMPOSITION AND QUANTITY AVAILABLE.

8. CONTRACTOR TO EXERCISE DUE CARE WHEN EXCAVATING WITHIN THE ROOT ZONE OF EXISTING VEGETATION TO REMAIN. ALL EXCAVATION WITHIN THIS ZONE SHALL BE PERFORMED WITH HAND TOOLS. SEE ARBORIST REPORT FOR ADDITIONAL REQUIREMENTS AROUND EXISTING TREES.

9. IN THE EVENT THAT UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE, ALTERNATE LOCATIONS MAY BE SELECTED BY CLIENT OR LANDSCAPE ARCHITECT. WHERE THESE LOCATIONS CANNOT BE CHANGED, REMOVE THE OBSTRUCTION TO A DEPTH OF NOT LESS THAN THREE (3) FEET BELOW GRADE AND NO LESS THAN SIX (6) INCHES BELOW BOTTOM OF BALL OR ROOTS WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. CONTACT LANDSCAPE ARCHITECT IMMEDIATELY FOR A RESOLUTION BEFORE CONTINUING WORK IN THAT AREA.

10. ALL PLANTING AREAS SHALL BE CLEANED AND WEEDED WITH ALL SURFACE DEBRIS CONSTRUCTION DEBRIS, CONTAMINANTS, BASEROCK LAYERS, AND STONES LARGER THAN ONE INCH IN DIAMETER TO BE REMOVED FROM SITE.

11. TO ESTABLISH PROPER SOIL FERTILITY AND TEXTURE PROVIDE SOIL SAMPLES (ONE PER 10,000 SQUARE FEET LANDSCAPED AREA AND ONE PER 50 CUBIC YARDS OF IMPORTED TOPSOIL) TO A CERTIFIED SOIL TESTING LABORATORY. TEST FOR SOIL FERTILITY, DRAINAGE, AND TEXTURE AND PROVIDE AMENDMENT AND FERTILIZER RECOMMENDED FOR ALL AREAS TO BE PLANTED. CONTRACTOR SHALL REVIEW TEST RESULTS WITH THE LANDSCAPE ARCHITECT AND WILL AMEND SOIL AND PLANTER BACKFILL AS SPECIFIED BY THE TESTING LAB.

12. PRIOR TO AMENDING SOIL, CONTRACTOR SHALL DIG SEVERAL PLANT PITS AND FILL WITH WATER TO TEST FOR DRAINAGE. IF WATER DOES NOT DRAIN WITHIN 24 HOURS, PROVIDE METHODS TO IMPROVE DRAINAGE FOR REVIEW BY LANDSCAPE ARCHITECT.

13. AMEND SOIL IN PLANTING AREAS BY APPLYING FOUR (4) CUBIC YARDS OF COMPOST/ 1,000 SF TO A DEPTH OF (6) INCHES INTO LANDSCAPE AREAS (UNLESS CONTRA-INDICATED BY A SOILS TEST). THIS SHALL BE DONE IN TWO EQUAL LAYERS TO INSURE AN EVEN DISTRIBUTION TO THE PROPER DEPTH.

14. REMAINING SOIL PREPARATION SHALL BE ON A PER PLANT BASIS ACCORDING TO PLANTING DETAILS AND SPECIFICATIONS.

15. WHEREVER TOPSOIL IS REQUIRED TO RAISE GRADE TO FINISHED ELEVATIONS, CONTRACTOR SHALL USE ONLY HIGH QUALITY TOPSOIL TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. INSTALL TOPSOIL AS FOLLOWS:

    a. RIP SUBSURFACE AS PREVIOUSLY DESCRIBED
    b. LAY DOWN 4" OF TOPSOIL AND ROTOTILL INTO 4" OF RIPPED SUBGRADE
    c. LAY DOWN REMAINING TOPSOIL

16. FERTILIZER: DROP FERTILIZER TABLETS (AGRIFORM 20-10-5 NPK, OR EQUAL) ALONGSIDE ROOTBALL WHEN BACKFILL IS TWO-THIRDS IN PLACE, ACCORDING TO THE FOLLOWING SCHEDULE.

1 GALLON	2 TABS	(21 GRAM AGRIFORM PLANT TABLETS)
5 GALLON	3 TABS	(21 GRAM AGRIFORM PLANT TABLETS)
15 GALLON	5 TABS	(21 GRAM AGRIFORM PLANT TABLETS)
24" BOX	8 TABS	(21 GRAM AGRIFORM PLANT TABLETS)
36" BOX	12 TABS	(21 GRAM AGRIFORM PLANT TABLETS)
48" BOX	16 TABS	(21 GRAM AGRIFORM PLANT TABLETS)
60" BOX	20 TABS	(21 GRAM AGRIFORM PLANT TABLETS)

FOR 4" POTS AND CELL-PACKS, USE OSMOCOTE 18-6-12 FORMULA AT THE MANUFACTURER'S RECOMMENDED APPLICATION RATE, SPREAD EVENLY THROUGHOUT THE PLANTING AREA.

17. ALL PLANTS SHALL BE PLACED IN THE LOCATIONS SHOWN ON THE PLANTING PLAN AND THE APPROVAL OF THE LANDSCAPE ARCHITECT AND CLIENT SHALL BE OBTAINED PRIOR TO PLANTING. THE LANDSCAPE ARCHITECT SHOULD BE INFORMED SEVEN (7)DAYS IN ADVANCE OF PLANTING.

18. PLANT AND STAKE ALL TREES AND SHRUBS PER PLANTING DETAILS. PLANT CROWN TO BE THREE (3) INCHES ABOVE GRADE FOR ALL SHRUBS AND TREES.

19. INSTALL THREE (3) INCH LAYER OF APPROVED MULCH IN ALL PLANTING AREAS EXCEPT IN TURF AREAS, CREEPING OR ROOTING GROUND COVERS, OR DIRECT SEEDING APPLICATIONS WHERE MUCH IS CONTRA-INDICATED. SUBMIT SAMPLE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO DELIVERY OF MULCH TO JOB SITE.

20. APPLY WEED BARRIER FABRIC TO ALL PLANTING BEDS BELOW MULCH.

21. PLANTS SHALL BE WATERED TWO TIMES, THOROUGHLY, BY HAND IMMEDIATELY AFTER PLANTING. PLANTS DAMAGED FROM WATER STRESS BEFORE OR AFTER PLANTING WILL NOT BE ACCEPTED.

22. CONTRACTOR TO BE RESPONSIBLE FOR ALL FINISH GRADES IN PLANTING AREAS AND FOR ANY FINE GRADING REQUIRED FOR SURFACE DRAINAGE AND UNIFORMITY TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.

23. CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL PER SPECIFICATION PACKAGE.

24. ALL POTS TO HAVE A DEDICATED IRRIGATION RISER TIED INTO AUTOMATIC IRRIGATION SYSTEM, AND HAVE A DEDICATED DRAINLINE TIED INTO STORM DRAINAGE SYSTEM.

25. INSTALL LINEAR ROOT BARRIER 24" DEEP WHERE TREES ARE WITHIN 5' OF PAVEMENT

IRRIGATON NOTES

1. IRRIGATION TO BE DESIGN BUILD AND BE AN AUTOMATIC DRIP IRRIGATION SYSTEM
2. AUTOMATIC IRRIGATION CONTROLLERS ARE REQUIRED AND MUST USE EVAPOTRANSPIRATION OR SOIL MOISTURE SENSOR DATA AND PROVIDE A RAIN SENSOR WHOSE SIGNAL IS COMPATIBLE WITH THE MASTER CONTROL VALVE
3. IRRIGATION CONTROLLERS SHALL BE OF A TYPE WHICH DOES NOT LOSE PROGRAMMING DATA IN THE EVENT THE PRIMARY POWER SOURCE IS INTERRUPTED.
4. PRESSURE REGULATORS SHALL BE INSTALLED ON THE IRRIGATION SYSTEM TO ENSURE THE DYNAMIC PRESSURE OF THE SYSTEM IS WITHIN THE MANUFACTURERS RECOMMENDED PRESSURE RANGE.
5. MANUAL SHUT-OFF VALVES (SUCH AS A GATE VALVE, BALL VALVE, OR BUTTERFLY VALVE) SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE POINT OF CONNECTION OF THE WATER SUPPLY.
6. ALL IRRIGATION EMISSION DEVICES MUST MEET THE REQUIREMENTS SET IN THE ANSI STANDARD, ASABE/ICC 802-2014. "LANDSCAPE IRRIGATION SPRINKLER AND EMITTER STANDARD," ALL SPRINKLER HEADS INSTALLED IN THE LANDSCAPE MUST DOCUMENT A DISTRIBUTION UNIFORMITY LOW QUARTER OF 0.65 OR HIGHER USING THE PROTOCOL DEFINED IN ASABE/ICC 802-2014.
7. AREAS LESS THAN TEN (10) FEET IN WIDTH IN ANY DIRECTION SHALL BE IRRIGATED WITH SUBSURFACE IRRIGATION OR OTHER MEANS THAT PRODUCES NO RUNOFF OR OVERSPRAY
8. FOR NON-RESIDENTIAL PROJECTS WITH LANDSCAPE AREAS OF 1,000 SQ. FT. OR MORE, A PRIVATE SUBMETER(S) TO MEASURE LANDSCAPE WATER USE SHALL BE INSTALLED

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THESE PLANS ARE CONSIDERED PRELIMINARY AND NOT FOR CONSTRUCTION UNLESS THEY BEAR THE ARCHITECT'S SEAL AND WET SIGNATURE ALONG WITH THE GOVERNING AGENCY'S REVIEW SEAL OF APPROVAL AND WET SIGNATURE. **COSTELLO KENNEDY LANDSCAPE ARCHITECTURE** EXPRESSLY RESERVES COMMON LAW COPYRIGHT AND OTHER PROPRIETARY RIGHTS TO ALL DESIGNS AND INFORMATION IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF **COSTELLO KENNEDY** LANDSCAPE ARCHITECTURE.

PRINCE STREET TOWNHOMES
2708 PRINCE STREET
BERKELEY, CA 94705

revisions:

LICENSED LANDSCAPE ARCHITECT
MATTHEW A. KENNEDY
08-25-2024
STATE OF CALIFORNIA

PLANTING NOTES AND DETAILS

date: 08-25-2024

scale: AS NOTED

sheet: L1.3

2708 PRINCE STREET

MWELO PRESCRIPTIVE COMPLIANCE CHECKLIST

ITEM	NOTES
LANDSCAPE DESIGN PLAN	
1. Attach a landscape plan indicating the following:	SEE PLANTING PLANS ON SHEET L1.0
a. Turf areas	NA
b. High water use planting areas	NA
c. Moderate water use planting areas	12% LANDSCAPE AREA
d. Low water use planting areas	88% LANDSCAPE AREA
e. Water features including swimming pools	NA
f. Edible planting areas	NA
g. Areas irrigated with recycled water	NA
SOIL	
1. Incorporate compost at a rate of at least 4 cubic yards per 1,000 square feet to a depth of 6 inches into the landscape area (unless contra-indicated by a soil test).	SEE PLANTING NOTE 13 ON SHEET L1.3
This project will apply **5.61** cubic yards of compost	
2. A minimum 3-inch layer of recycled mulch shall be applied on all exposed soil surfaces of planting areas except turf areas, or direct seeding applications where mulch is contra-indicated	SEE PLANTING NOTE 19 ON SHEET L1.3
PLANTS	
1. Plant material shall comply with the following:	
a. Residential projects only:	
I. 75% of landscape area shall consist of plants that use little or no summerwater (WUCOLS plant factor of 0.3 or lower), excluding edibles or areasusing recycled water.	SEE PLANT SCHEDULE ON SHEET L1.1
II. No more than 25% of the landscape area will be planted with high waterusing plants	SEE PLANT SCHEDULE ON SHEET L1.1
b. Non-residential projects only :	
I. 100% of the landscape area shall consist of plants that use little or nosummer water (WUCOLS plant factor of 0.3 or lower), excluding edibles or areas using recycled water	NA
c. No invasive plants are planted. No plant species listed by the California Invasive Plant Council's "Don't Plant a Pest" brochure as invasive in the San Francisco Bay Area shall be planted.	NA
2. The use of turf shall comply with all of the following:	
a. In nonresidential areas, turf is not used	NA
b. In residential areas:	
I. Turf, high water use plants, and water features shall, combined, notexceed 25% of the landscape area	NO TURF IS SPECIFIED
II. Turf shall not be planted on slopes which exceed a slope of 1 foot verticalelevation change for every 4 feet or horizontal length	NO TURF IS SPECIFIED
III. Turf is prohibited in parkways less than 10 feet wide. Exception: Parkwayis adjacent to a parking strip and used to exit and enter vehicles AND turf is irrigated with subsurface irrigation	NO TURF IS SPECIFIED
WUCOLS plants database can be found online at: http://ucanr.edu/sites/WUCOLS/	
"Don't Plant a Pest" brochure can be found at http://cal-ipc.org/landscaping/dpp/	
IRRIGATION	
1. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture data and utilize a rain sensor.	SEE IRRIGATION NOTES ON SHEET L1.3
2. Irrigation controllers should be the type which does not lose programming data in the event the primary power source is interrupted	SEE IRRIGATION NOTES ON SHEET L1.3
3. Pressure regulators are installed on the irrigation system to ensure dynamic pressure of the components are within the manufacturer's recommended pressure range.	SEE IRRIGATION NOTES ON SHEET L1.3
4. Manual-shut-off valves (such as gate, ball or butterfly valves) are installed as close as possible to the point of connection of the water supply.	SEE IRRIGATION NOTES ON SHEET L1.3
5. All irrigation emission devices must meet the requirements set in the ANSIstandard ASABE/ICC 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed must have a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.	SEE IRRIGATION NOTES ON SHEET L1.3
6. Areas less than 10 feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.	SEE IRRIGATION NOTES ON SHEET L1.4
7. For non-residential projects with landscape areas of 1,000 sf or more, a private submeter(s) to measure landscape water use shall be installed.	NA

I certify the above information and agree to comply with these Prescriptive Compliance requirements for the Water Efficient Landscape Plan Review.

Applicant Signature : _____

Matthew Kennedy, Costello Kennedy Landscape Architecture

Date: 8-25-2024

PROJECT NAME:	**2708 PRINCE STREET**
PROJECT ADDRESS:	2708 PRINCE STREET
PREPARED BY:	Matthew Kennedy Costello Kennedy Landscape Architecture 16 De La Guerra Rd San Rafael, CA 94903 415-479-7552 costellokennedy@gmail.com
	"I agree to comply with the requirements of the prescriptive compliance option to the MWELO"
	Signed:

PART ONE	**MAXIMUM APPLIED WATER ALLOWANCE (MAWA)**		
		MAWA = Eto x .62 x [(ETAF x HA) + ((1-ETAF) X SLA)]	
	Yearly Eto	41.8	
	CONVERSION FACTOR	0.62	
	ETAF	0.45	
	TOTAL IRRIGATED LANDSCAPE AREA	1,403	SQUARE FEET
	SPECIAL LANDSCAPE AREA (SLA)	0	SQUARE FEET
	LANDSCAPE WATER ALLOWANCE	**16,362**	**GALLONS PER YEAR**
	TOTAL ACRE FEET	0.05	ACRE FEET
PART TWO	**ESTIMATED TOTAL WATER USE (ETWU)**		
	*AVERAGE ETAF AND ETWU CALCULATED PER WATER EFFICIENT LANDSCAPE WORKSHEET		
	AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS (TOTAL ETAF X AREA / TOTAL AREA)	0.26	
	ETWU FOR REGULAR LANDSCAPE AREAS	**14,548**	**GALLONS PER YEAR**
	SITE WIDE ETAF	0.26	
	ETWU FOR ALL LANDSCAPE AREAS	**14,548**	**GALLONS PER YEAR**
	TOTAL ACRE FEET	0.04	ACRE FEET

2708 PRINCE STREET

PRELIMINARY WATER EFFICIENT LANDSCAPE WORKSHEET

Reference Evapotranspiration (Eto) **41.8**

ZONE NO.	PLANT TYPE	HYDROZONE * (PLANT WATER USE)	PLANT FACTOR	IRRIGATION METHOD **	IRRIGATION EFFICIENCY (IE)	ETAF (PF/IE)	HYDROZONE AREA (square feet) (HA)	ETAF x HA	ESTIMATED TOTAL WATER USE (ETWU)	% LANDSCAPE AREA
REGULAR LANDSCAPE AREA										
1	TREES	MW	0.5	DRIP	0.81	0.405	16	6	256	1%
2	SHRUBS	MW	0.5	DRIP	0.81	0.405	153	62	2,448	11%
3	TREES	LW	0.3	DRIP	0.81	0.243	16	4	154	1%
4	SHRUBS	LW	0.3	DRIP	0.81	0.243	787	191	7,554	56%
5	GROUNDCOVERS	LW	0.3	DRIP	0.81	0.243	243	59	2,332	17%
6	ROOFDECK	LW	0.3	DRIP	0.81	0.243	188	46	1,805	13%
TOTALS (REGULAR LANDSCAPE AREAS)							1,403	368	14,548	100%
SPECIAL LANDSCAPE AREA										
NA	NA	NA	NA	NA	NA	1	0	0	0	0%
TOTALS (SPECIAL LANDSCAPE AREAS)							**0**	**0**	**0**	**0%**

HYDROZONE SUMMARY

Hydrozone Description *	Total Square Feet	% of Landscape
Cool Season Turf (CST)	0	0%
Warm Season Turf (WST)	0	0%
High Water Use Plants (HW)	0	0%
Bioretention Plants (BR)	0	0%
Medium Water Use Plants (MW)	169	12%
Low Water Use Plants (LW)	1,234	88%
Very Low Water Use Plants (VLW)	0	0%
Water Feature	0	0%
Special Landscape Area (SLA)	0	0%
TOTAL	**1,403**	**100%**

Irrigation Method **	Total Square Feet	% of Landscape
Rotor (FC-R, PC-R)	0	0%
Multi-Stream Rotor (MR)	0	0%
Spray (S)	0	0%
Bubbler (B)	0	0%
Drip (D)	1,403	100%
In-Line Drip (DL)	0	0%
Micro Spray (MS)	0	0%
Other (O)	0	0%
TOTAL	**1,403**	**100%**

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revisions:

LICENSED LANDSCAPE ARCHITECT
MATTHEW A. KENNEDY
08-25-2024
Date
STATE OF CALIFORNIA

MWELO CHECKLIST CALCS

date: 08-25-2024

scale: AS NOTED

sheet: L1.4

ATTACHMENT 2

RENA RICKLES
ATTORNEY AT LAW

1970 BROADWAY, SUITE 1100
OAKLAND, CA 94612
TEL: (510) 452-1600 • FAX: (510) 451-4115

CITY OF BERKELEY - CITY CLERK
2024 SEP 30 AM8:34

October 1, 2024

Mayor Jesse Arreguin
Councilmembers City of Berkeley
2180 Milvia Street
Berkeley, CA 94704
Via hand delivery: Berkeley City Clerk 2180 Milvia Street, first floor

Re: 2708 Prince Street, Appeal from ZAB decision; failure to consider design modifications to a housing 'project' that would reduce detriment but would not reduce density.

Dear Mayor Arreguin and Berkeley City Councilmembers:

This office represents Sheila Moran and Robert Riemer ("Riemer" or "Riemers") who live directly to the west of the proposed project. The west elevation of the project as designed would block out their morning sun, and create a 24' high solid wall, 89' long, which would loom over the most of their home and entire rear yard. They made a modest request: modify the solid wall with cutouts that would admit sunshine and break up the overbearing nature of the wall. These modifications could be made without reducing the size or density of the proposed property.

The ZAB rejected their request on the grounds that SB 330 Housing Accountability Act did not allow for considerations of detriment on a housing project, and, that design before them did not show detriment. A decision that in this case was incorrect as a matter of fact and law.

On behalf of the Riemers, I am appealing on the following general grounds:

- The evidence does not support the findings;
- As such, the findings do not support the decision; and
- Acting as it did the ZAB acted in excess of or without jurisdiction.

Mistake in Fact: Material Inconsistencies Between the Project Design as Presented by Staff and That Presented by Applicant and their Architect Witness at the Hearing.

The Riemers' objection to the project's design was directed at the western elevation's looming, 24' high, unbroken 89' long wall, 3.25' from the property line. (110' feet when the ADU is added) All they asked for was to have cut outs in that wall (similar to the cut-outs on Applicant's eastern elevation) that would allow a break in the massing and allow for the passage of some light.

The drawings in the packet showed zero light coming from the proposed project—a solid wall, a fact confirmed by the shadow study. The drawings provided by

Applicant in their response to our letter, showed wall light coming through the side screening onto the Riemers house and yard. If this drawing by Applicant is correct, the shadow study is not and vice versa. The drawings upon which Mr. Trachtenberg commented showed breaks between the units and between the units and the proposed ADU.[1]

Mistake in law: ZAB Members (incorrectly) Accused the Riemers of not Mentioning/Considering SB 330[2], by Asking the ZAB to Consider detriment When That Consideration would not result in a Reduction in Density.

The Riemer's request was for minor modifications in the proposed design which would not decrease the project's density. The Housing Accountability Act ("HAA") does not prohibit design modifications that do not decrease density, nor modifications that do not make the project economically infeasible. The Riemer's design modification requests could not reasonably be interpreted to be economically infeasible. Therefore, statements by ZAB members to the effect that we should have included discussion of the HAA were erroneous as a matter of law.

The Housing Accountability Act does not preclude consideration of detriment when considering a housing project that requires a Use Permit.

Applicant's proposal to build a new duplex requires a Use Permit. Granting of a Use Permit under Berkeley's Zoning Law demands a finding of "non-detriment." Berkeley's Zoning Ordinances require a Use Permit for a new single-family house. There is no rationale to support a legal conclusion that the findings of non-detriment should not be applied to a new multi-unit structure.

Consulting with impacted neighbors during the application process has long been an inherent requirement for approval in Berkeley; to drop that requirement would constitute a major step backward in Berkeley's land use public policy.

The Planning Department's written instructions require working with adjacent neighbors. Here, Applicants admitted that they did not meet with the Riemer's to discuss their concerns. Instead, they made impact analysis based on their "calculations." The Riemers made three requests to the Applicant to meet at their home to consider design changes which would reduce the detrimental impact. Applicants declined every request.

Planning Denied the Riemer's Reasonable (and only) Request to Move th e Hearing to October. That Denial constituted de facto denial of their ability to participate in the hearing.

The Riemer's communicated their concern regarding the loss of light and air to Planning last spring and numerous times after. Planning emailed Robert Riemer

---

[1] Moreover, Mr. Trachtenberg wrote and testified that the project before you were essentially the same as his design at 2716 Prince. If that were the proposal the Riemers would not have objected.

[2] SB 330, the Housing Crisis Act/Housing Accounting Act Prohibits denying a housing project or approving it conditional on reduction of density. The two names will be used interchangeably.

that the ZAB hearing would be in August, Relying on that representation, Robert, made non-refundable reservations for three weeks in Spain from September 6-26. It was Applicant, not Staff that told the Riemers that the hearing date would be September 12. Robert immediately requested a short continuance to October 12 because and Sheila would have no reasonable ability to participate. Staff denied the request, stating Zoom access would allow participation.

Zoom under these circumstance was not participation: 1) the 9-hour time difference, meant attending @ 3:00 AM; 2) there was no internet connection at their tiny hotel; 3) the Zoom connection failed from my home in Oakland; and, 4) screen sharing is not allowed on Zoom calls which prevented either of us to provide drawings disputing Applicant's late submission allegations of non-detriment.

CONCLUSION

The Riemers need your help to obtain their very minimal ask: Some cut-outs in the 89' (110' with the ADU) solid wall confronting the back half of their home and entire back yard. These cut outs will allow some light and air flow to flow through and break up what is now a monotonous wall. And will not result in any reduction in density. In fact, Applicant made similar cuts for air flow and light on his eastern elevation.

Their repeated written requests to the Applicant were summarily dismissed. Their participation before ZAB was marred by their inability to physically appear and by technical failures of the Zoom connect. Perhaps if they had been able to appeal and participate the ZAB result would have been different.[3]

As set out above, the errors in fact and law during the hearing call out for Council intervention.

Finally, by granting this appeal the City Council can show that it will continue to require sensitive designs as it moves forward in its mission to address the housing crisis by significantly increasing the density in residential districts.

Very truly yours,

Rena Rickles

[3] In fact, Zoom technical issues prevented my participation on screen from Oakland, and the phone connection was almost as bad notwithstanding the above and beyond efforts from ZAB members to make it work.

Planning and Development Department
Land Use Planning Division

MEMORANDUM

DATE: August 2, 2021

TO: Land Use Planning Staff

FROM: Steven Buckley, Land Use Planning Manager

SUBJECT: Housing Accountability Act & Density Bonus – Objective Standards

QUESTION / ISSUE

State law requires the City to identify objective zoning standards for the purpose of defining housing development projects that qualify for protections under the Housing Accountability Act (HAA) and to define a base project for the purposes of calculating density bonuses. An issue arises in defining those projects when the City's Zoning Ordinance provides development standards that can be modified with a use permit or administrative use permit, i.e. should all modifications be assumed to be granted when defining the qualifying or base project for these purposes?

DETERMINATION

The protections afforded by the HAA and the definition of a base project for density bonus calculations apply to a housing development project up to and including the maximum development allowed with use permits and/or administrative use permits.

BACKGROUND

The City's zoning code distinguishes between use permits required for any construction to take place (e.g., BMC sections 23B.32.040 and 23C.08.010) and additional use permits required to modify the "base" development standards, e.g. reduced setbacks, increased height, location of parking, etc. The decision-maker responsible for determining whether to grant such modifications usually has no objective basis for adjudicating whether to approve these modifications, i.e. the zoning ordinance uniformly relies on a traditional land use permit finding of non-detriment and consistency with the General Plan and zoning district purposes. As such, adjudicative decisions are made based on qualitative aspects such as shadow impacts, view obstruction, privacy, air circulation and other "compatibility" factors.

For example, BMC section 23D.32.070 allows the Zoning Officer to issue an administrative use permit to construct a building up to 35 feet in average height, which exceeds the nominal height limit of 28 feet in the R-2A district. Despite the fact that a discretionary permit is required, the 35-foot height limit is the applicable objective standard, and a project that complies with that standard cannot be denied or reduced in density unless it fails to comply

with another objective development standard (or if the findings in Government Code section 65589.5(j)(1) can be made).

ANALYSIS

Effect of the HAA on Discretionary Permits

Government Code section 65589.5(j) (the most broadly applicable provisions of the HAA) states:

> When a proposed *housing development project* complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete, but the local agency proposes to *disapprove the project* or to impose a condition that the project be developed at a *lower density*, the local agency shall base its decision regarding the proposed *housing development project* upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist . . . .

The written findings must establish that "the housing development project would have a *specific, adverse impact upon the public health or safety* unless the project is *disapproved* or approved upon the condition that the project be developed at a *lower density*" and that there is no other *feasible method to mitigate* that adverse impact. In the absence of such findings, the City must approve any housing development project that complies with applicable objective standards.[1]

Government Code section 65589.5(h)(2) defines "housing development project" as "a *use* consisting of any of the following":

> (A) Residential units only.
>
> (B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.
>
> (C) Transitional housing or supportive housing.

Any project comprised of two or more residential units or mixed-use developments with at least two-thirds of the square footage designated for residential use may be subject to the Housing Accountability Act, including modifications to an existing property that qualifies as a residential development project (e.g. multi-family residential additions).

[1] Italicized terms are defined in the Government Code; interpretation of their meaning is also provided in the HAA. Technical Assistance Advisory published by the State Department and Housing and Community Development. https://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/hcd-memo-on-haa-final-sept2020.pdf

For purposes of the HAA, “lower density” includes any conditions that have the same effect or impact on the ability of the project to provide housing, generally understood to mean the total number of dwelling units, but also related to overall square footage, number of bedrooms, etc. This could include a condition that directly lowers the overall number of units proposed (e.g., the development proposes 50 units, but the local government approves only 45 units). Another example would be a reduction in proposed building height that would result in the project being able to provide fewer units than originally proposed.

Therefore, the Zoning Officer, ZAB, DRC and LPC should refrain from applying subjective findings (e.g., non-detriment) to any application to construct a qualifying housing development project (including remodeling or reconfiguration of housing) if that project satisfies objective standards for permit issuance, unless specific findings for denial under the Housing Accountability Act can be made. While decision-makers retain discretion in the overall land use and design review process, i.e., whether the use is properly located or the building and site improvements are compatibly designed, the ultimate decision on density and development intensity is protected by the HAA.

Obviously, those standards that are objective or that are not subject to modification with a use permit remain in effect, e.g. maximum floor-area-ratios are generally not subject to modification, and certain design standards for commercial storefronts are numeric and enforceable as written.

Staff reports and findings for these development projects should still address the requirements of the zoning code for granting the requested permits, while also acknowledging the protections afforded by the HAA.

Effect on Density Bonus Projects

State Density Bonus Law requires local agencies to grant a density increase over “the otherwise maximum allowable gross residential density” for the zoning district and the General Plan Land Use Element for qualifying housing development projects. Density bonus can include a bonus in number of units, as well as additional incentives, concessions, and/or waivers to development standards.

To implement the State Density Bonus Law, the City has developed the administrative concept of a “base project” that excludes the modified development standards available with use permits. In addition, current density bonus procedures do not account for residential density standards in the General Plan Land Use Element. This approach must be modified.

State Density Bonus Law defines “maximum allowable residential density” as:

> the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is

inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

This definition of maximum allowable residential density requires the City to consider the base density to be the higher densities allowed pursuant to the modified standards available with discretionary permits, i.e. all "density allowed under the zoning ordinance" must be considered in establishing the maximum allowable base residential density.[2]

Furthermore, Density Bonus Law (Government Code section 65915) requires that a request for a density bonus does not constitute a valid basis on which to find a proposed housing development project is not compliant with the HAA.

Next Steps

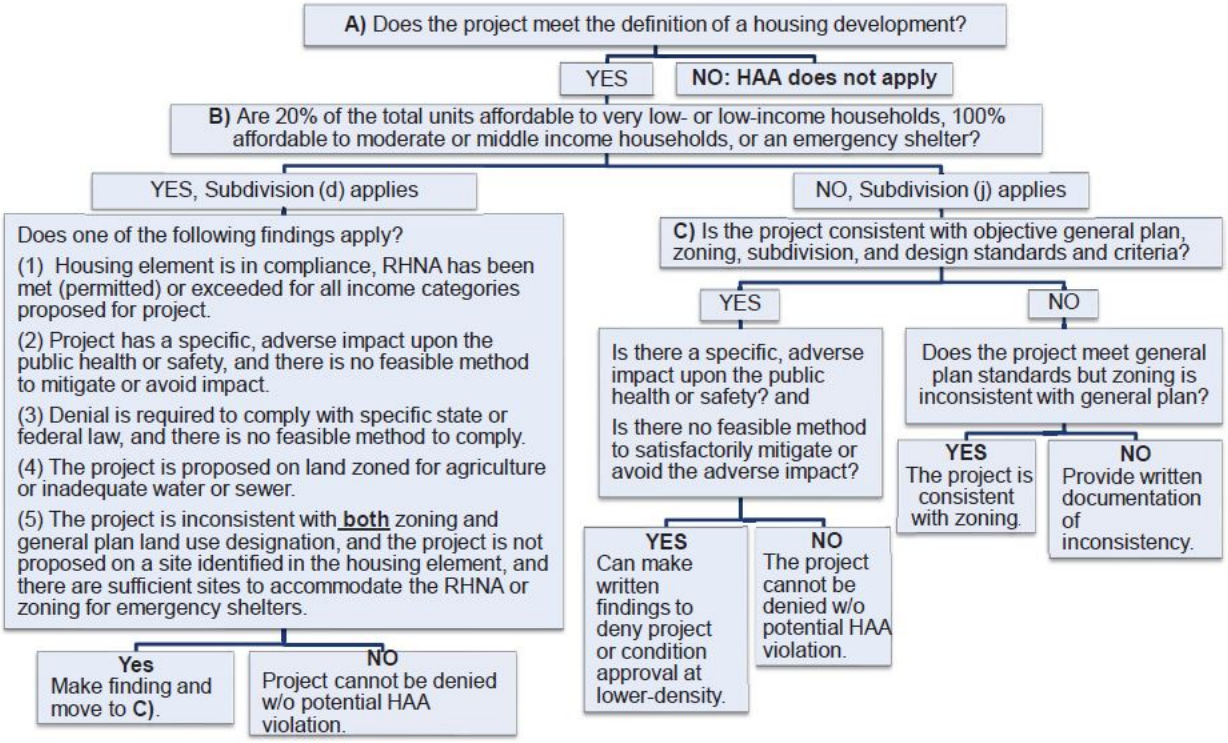
In order to address the need for additional objective standards, the City is undertaking studies of objective standards for a variety of development impact issues, as well as overhauling the organization and clarity of the existing zoning ordinance. The next step in the process will be studying and recommending zoning ordinance revisions, including objective design review criteria, to address the necessity of more predictable outcomes.

[2] In addition, State Density Bonus Law explicitly requires the City to consider "the density allowed under the land use element of the general plan" in determining maximum allowable residential density. If the General Plan conflicts with the Zoning Ordinance, the density allowed under the General Plan must be used to calculate allowed density under State Density Bonus Law. Where the General Plan specifies a range of densities for a land use classification (as is the case in the City of Berkeley), state law requires the City to apply the maximum density in that range to determine maximum allowable residential density. However, the Berkeley General Plan does not apply the stated densities on a parcel-specific basis, so this provision is inapplicable.

Housing Accountability Act Decision Matrix

Housing Accountability Act Decision Matrix

This decision tree generally describes the components of the HAA. Both affordable and market-rate developments are protected by components of the HAA. The statute contains detailed requirements that affect the applicability of the HAA to a specific housing project based on its characteristics.



Attachment 4

ZONING ADJUSTMENTS BOARD

Staff Report

FOR BOARD ACTION
SEPTEMBER 12, 2024

2708 Prince Street

Use Permit #ZP2024-0024 to demolish an existing 13 foot 9-inch-tall one-story 1,052 square-foot house and accessory building (garage), and construct a new 24 foot 4-inch-tall two-story 3,118 square-foot duplex.

I. Background

A. Land Use Designations:

- General Plan: MDR– Medium Density Residential
- Zoning District: R2-A– Restricted Multiple-Family Residential

B. Zoning Permits Required:

- Use Permit pursuant to Berkeley Municipal Code (BMC) Section 23.326.020(B) to demolish a dwelling unit
- Use Permit pursuant to BMC Section 23.202.020(A) to construct a two-family dwelling

C. CEQA Recommendation:

It is staff's recommendation to the Zoning Adjustments Board (ZAB) that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA, Public Resources Code Section 21000, et seq. and California Code of Regulations, Section15000, et seq.) pursuant to CEQA Guidelines Section 15303 ("New Construction").

D. Parties Involved:

- Applicant: Jeff Svitak, 3037 Redwood Street, San Diego
- Property Owner: Linda Joseph, 2700 Prince Street, Berkeley

Figure 1: Vicinity and Zoning Districts Map



Legend

Site Boundary

R-1: Single-Family Residential

R-2: Restricted Two-Family Residential

R-2A: Restricted Multiple-Family Residential

N

Figure 2: Site Plan

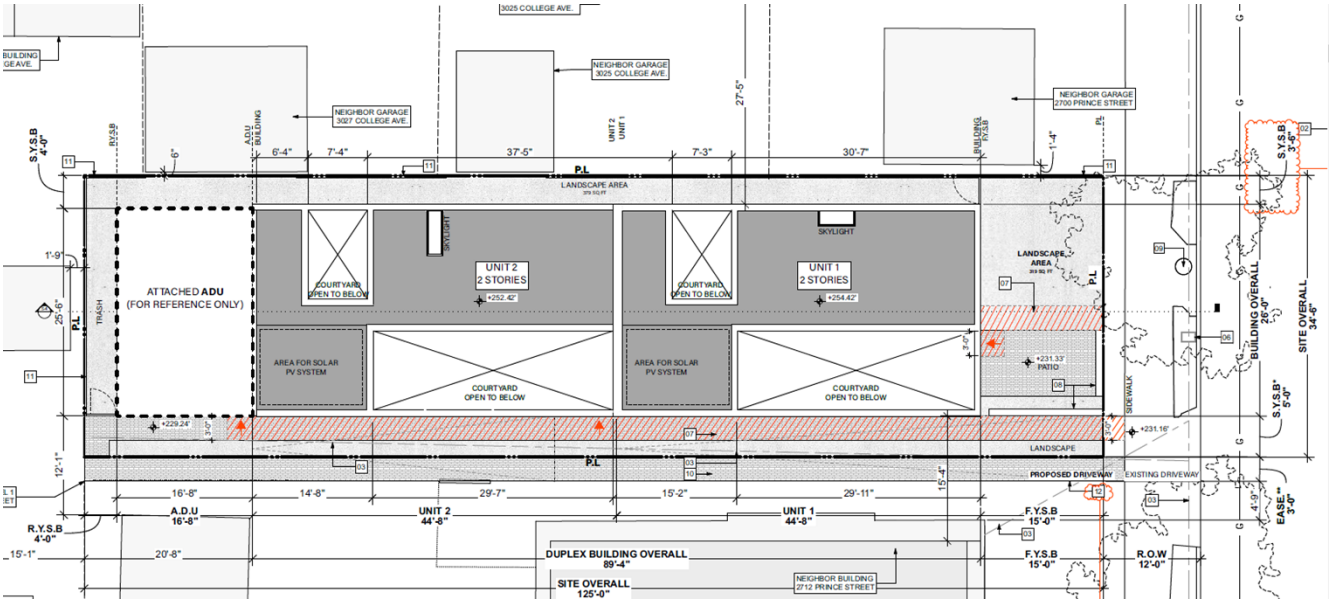


Figure 3: North Elevation (Prince Street)

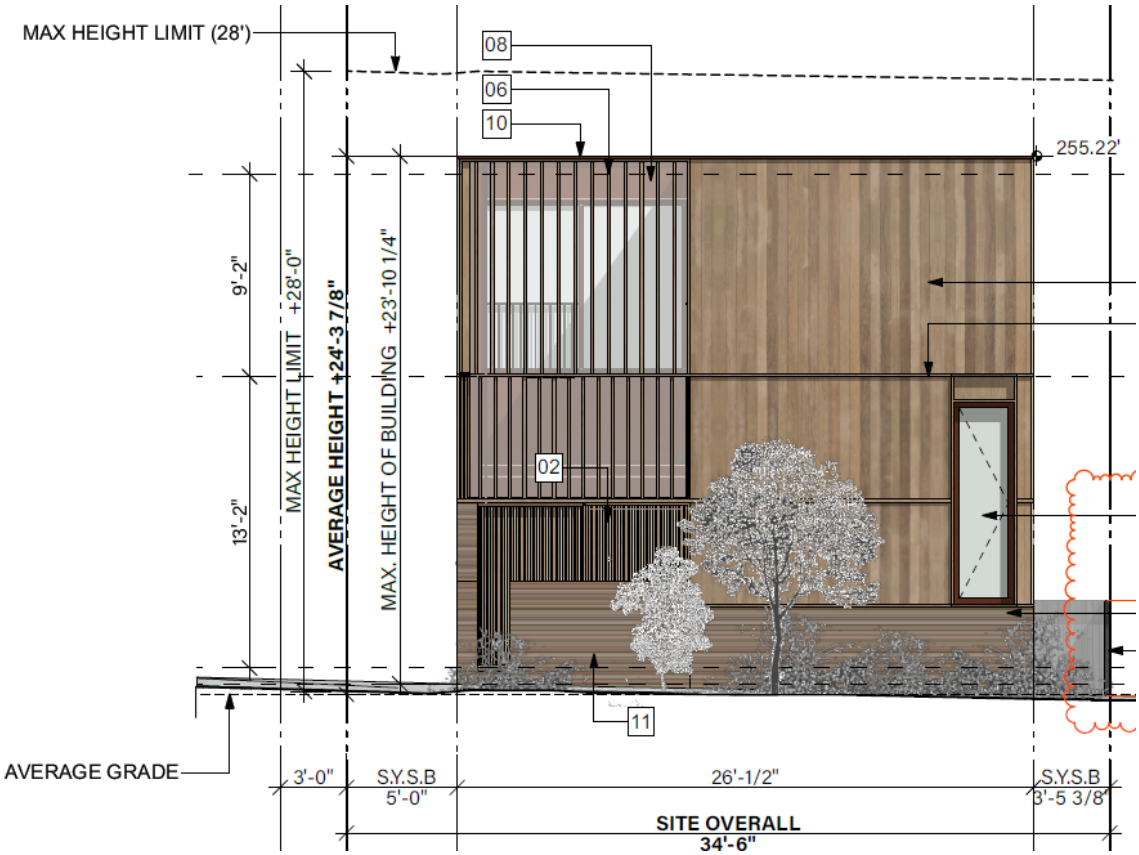


Figure 4: West Elevation

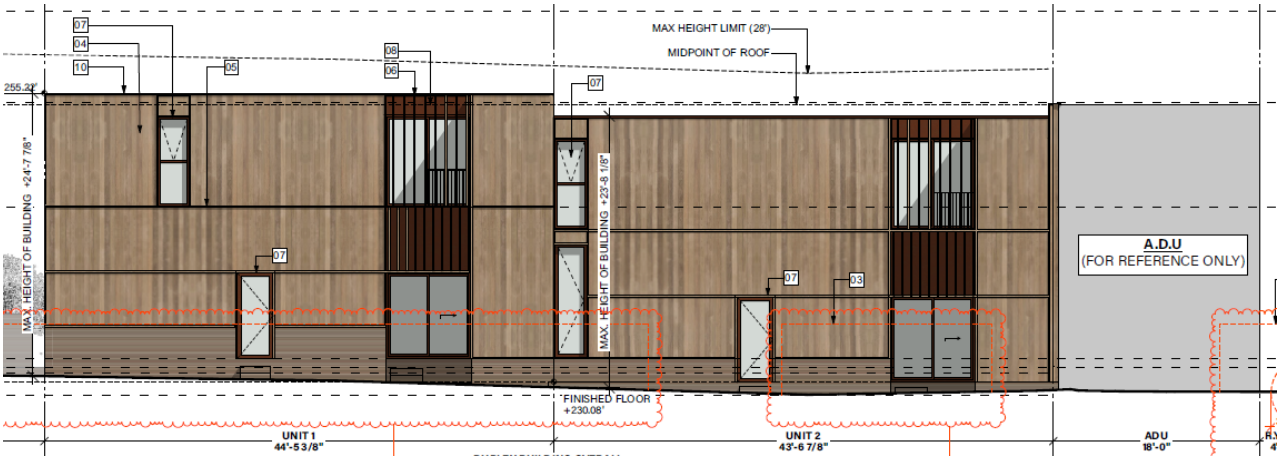


Table 1: Land Use Information

Location		Existing Use	Zoning District	General Plan Designation
Subject Property		Single-family dwelling	R-2A	Medium Density Residential
Surrounding Properties	North			
	South	Multi-family (4 units)		
	East	Single-family dwelling	R-2 (Restricted Two-Family Residential)	Low Medium Density Residential
	West	Two single-family dwellings, two multi-family buildings (4 units each)	R-2A	Medium Density Residential

Table 2: Special Characteristics

Characteristic	Applicability	Explanation
Affordable Child Care Fee for qualifying non-residential projects (Per Resolution 66,618-N.S.)	No	This fee applies to net newly constructed nonresidential gross floor area over 7,500 square feet. The project would only involve new residential floor area, therefore the fee does not apply.
Affordable Housing Fee for qualifying non-residential projects (Per Resolution 66,617-N.S.)		
Affordable / Inclusionary Housing Requirements (BMC Chapter 23.328)	No	The project is a housing development project, as defined in BMC 23.328.020[a]. The project would provide 5,000 square feet or less of residential unit floor area and is not part of a larger housing development project, and is exempt from the inclusionary housing provisions.
Coast Live Oak Trees (BMC Chapter 6.52)	No	There are no Coast Live Oak (*Quercus agrifolia*) trees on the project site.
Creeks	No	No creek or culvert, as defined by BMC Chapter 17.08, exists on or within 30 feet of the project site.
Density Bonus	No	The project is not requesting a Density Bonus.
Historic Resources	No	The Historic Resource Evaluation prepared by Mark Hulbert (October 4, 2023, revised April 12, 2024) concluded that the property does not meet the criteria for the California Register or City of Berkeley Structure of Merit or Landmark.
Housing Accountability Act (HAA) (Gov't Code Section 65589.5(j))	Yes	The project meets the definition of a "Housing Development Project" per Government Code Section 65589.5(h)(2)[b]. The project complies with applicable, objective general plan and zoning standards, and thus section (j) of the Housing Accountability Act does apply, and the project cannot be denied at the density proposed unless the findings for denial can be made. See Section

Characteristic	Applicability	Explanation
		V.B of this report for additional discussion on compliance with the Housing Accountability Act.
Housing Crisis Act of 2019 (SB 330)	Yes	The project meets the definition of a "Housing Development Project" per Government Code Section 65589.5(h)(2).[b] See Section V.C of this report for additional discussion on the sections of SB 330 that apply to the project.
Rent Controlled Units	No	The subject building is a single-family dwelling and therefore not subject to rent control provisions pursuant to BMC Chapter 13.76. See Section III.B, Replacement of Demolished Units.
Residential Preferred Parking (RPP)	Yes	The site is located in an RPP zone. The project is not eligible for RPP permits per BMC Section 14.72.080(C)(1) as no permits shall be issued to residents in newly constructed residential units.
Seismic Hazards (SHMA)	No	The project site is not located within an area susceptible to landslide/liquefaction/fault rupture as shown on the State Seismic Hazard Zones map.[c]
Soil/Groundwater Contamination	No	The project site is not located within the City's Environmental Management Area and is not on the Cortese List.[d] Standard Conditions of Approval related to hazardous materials would apply.
Transit	Yes	The project area is served by the AC Transit lines 6, 7, 51B, and 79. The nearest bus stops are approximately 400 to the south, near the intersection of College Avenue and Woolsey Street, and approximately 0.2 miles to the north, near the intersection of Ashby Avenue and College Avenue.

Notes:

a. BMC 23.328.020(E) defines a "Housing Development Project" for purposes of inclusionary housing requirements as "a development project, including a Mixed-Use Residential project involving the new construction of at least one Residential Unit. Projects with one or more buildings or projects including multiple contiguous parcels under common ownership or control shall be considered as a sole Housing Development Project and not as individual projects.

b. Government Code Section 65589.5(h)(2) "Housing development project" means a use consisting of any of the following: (A) residential units only, (B) mixed-use developments consisting of residential and nonresidential uses in which at least two-thirds of the square footage is designated for residential use, and (C) transitional or supportive housing.

c. California Department of Conservation. DOC Maps: Geologic Hazards. Available: https://maps.conservation.ca.gov/geologichazards/

d. The Cortese List is an annually updated list of hazardous materials sites complied pursuant Government Code Section 65962.5.

Table 3: Project Chronology

Date	Action
February 16, 2024	Use Permit Application submitted
March 7, 2024	Application deemed complete
August 29, 2024	Public hearing notices mailed/posted
September 12, 2024	ZAB hearing

Table 4: R-2A Development Standards BMC Sections 23.202.090 and 23.322 Parking and Loading

Standard		Existing	Proposed Total	Permitted/ Required
Lot Area (sq. ft.)		4,312	No change	5,000 min
Gross Floor Area (sq. ft.)		1,052	3,118	N/A
Dwelling Units	Total	1	2	2 max (one dwelling unit/1,650 square-feet of lot area, and one additional dwelling unit is allowed for remaining lot area between 1,300 and 1,650 square feet)
Building Height (ft. - in.)	Average	13'-9"	24'-4"	max
	Stories	1	2	3 max
Building Setbacks (ft. - in.)	Front (Prince Street)	16'-7"	15'	15' min
	Rear	54'-11"	22'	15' min
	Left Side	7'	5'	3.45' min (10 percent of the lot width per BMC Section 23.304.030(B)(2))
	Right Side	3'-1"	3'-6"	3.45' min (10 percent of the lot width per BMC Section 23.304.030(B)(2))
Lot Coverage (%)		24	40	40 max
Usable Open Space (sq. ft.)		2,139	645	600 min (300/dwelling)
Parking	Automobile	1	0	1 max, 0 required

Abbreviations: sq. ft. = square feet; max. = maximum; min. = minimum; n/a = not applicable; % = percent; avg. = average, ft = feet ('), in. = inches (")

II. Project Setting

A. Neighborhood/Area Description:

The subject site is located on the south side of Prince Street, between College Avenue and Claremont Avenue. The proposed project is in a residential neighborhood that primarily consists of one- and two-story residential properties, which include single-family, duplexes, and multi-family dwellings. A church is located across the street.

B. Site Conditions:

The 4,312-square-foot lot is generally rectangular-shaped and oriented north to south, with frontage on Prince Street. The project site is relatively flat and is developed with a one-story residential building and a garage. An easement along the left side of the property provides shared 8-foot wide vehicular access to the site and the adjacent flag lot at 2710 Prince Street, with a 5-foot easement on the subject site and a 3-foot easement on the flag lot 2710 Prince Street.

III. Project Description

A. Proposed Project Details: The proposed project would demolish the existing dwelling and garage, and construct a two-story duplex. Each three-bedroom dwelling would be approximately 1,500 square feet in area. Approximately 400 square feet of shared useable open space would be located in the front setback, and each dwelling would have 145 square feet of private useable open space in patios adjacent to each dwelling. Additional landscaping spaces would be located at the ground level between the walls of the living area, and would be open to the sky. Since those landscaping spaces would not meet the minimum dimensions for useable open space they would not count toward useable open space. An ADU would be attached at the rear of the duplex, and is shown only for reference since it is not subject to discretionary review.

B. Replacement of Demolished Units:

Government Code Section 66300(d) prohibits the demolition of residential dwelling units unless the project will create at least as many residential units as the greatest number of residential dwelling units that existed on the project site within the last five years; prohibits the demolition of occupied or vacant protected units (i.e. rent-controlled or affordable units), unless replaced according to replacement provisions therein; and does not supersede any local ordinance that reserves greater protections/provisions for lower income households or displaced households. The project proposes replacing one demolished dwelling unit with two new dwelling units.

The existing unit is not considered a “protected” unit as defined in Section 66300(d) because it was not rent-controlled or designated as affordable or occupied by lower income households, within the last five years. The dwelling unit proposed to be demolished is vacant, and is not subject to tenant relocation provisions.

IV. Community Discussion

A. Neighbor/Community Concerns:

Prior to submitting this application to the city, a pre-application poster was installed on site by the applicant in February 2024. On August 29, 2024, the City mailed public hearing notices to property owners and occupants within 300 feet of the project site, and to interested neighborhood organizations. The City also posted notices within the neighborhood at nearby three locations. At the time of writing this report, staff has received letters in opposition to the project from two parties. The rear yard of the neighbor at 3025 College Avenue is next to the proposed duplex, and they are concerned about light and air, and density impacts, and have asked the applicant to reduce the massing of the project, or break up the wall on the west elevation with architectural screens, as was done on the east elevation. The rear yard of the neighbor at 3027 College Avenue is close to the proposed ADU, and they are concerned about the ADU setbacks and the density of the project. The neighbor at 3025 College Avenue also requested a later hearing date because they would be unable to attend in person. Because the proposal is a housing development project that complies with the Housing Accountability Act, staff did not delay the hearing. Staff provided information on how to join the ZAB hearing remotely. See Attachment 4 for all correspondence.

On August 9, 2024, staff visited the home of the neighbor at 3025 College Avenue to view the existing conditions. The neighbor shared their concerns about the massing of the proposed project, the loss of light to their patio, and the impacts to the existing trees.

B. Landmark Preservation Commission / Design Review Committee Review:

This project is not subject to review by the Design Review Committee or the Landmarks Preservation Commission because it is not located in a residential district subject to design review, or a commercial or manufacturing district, and does not involve the demolition of a nonresidential building, respectively.

V. Issues and Analysis

A. CEQA Approach and Recommendation

It is staff's recommendation that the project qualifies for a Class 3 Categorical Exemption pursuant to CEQA Guidelines Section 15303 ("New Construction or Conversion of Small Structures"). The project complies with this exemption because a duplex is proposed in a residential zone in an urbanized area, and is below the size threshold for this exemption. In addition, none of the exceptions to eligibility for a categorical exemption as listed under CEQA Guidelines Section 15300.2, apply to the project:

- The project site is currently characterized as developed by the California Natural Diversity Database;[1] therefore, it is not located in an environmentally sensitive area;
- The cumulative impact of successive projects of the same type in the same place, over time would not be significant;
- There are no "unusual circumstances" at the project site that would result in significant environmental effects;
- There are no eligible or designated scenic highways within the City of Berkeley;[2] therefore, the project site is not in view of a state scenic highway;
- The site is not included on a list compiled pursuant to Government Code Section 65962.5;[3] and
- The project would not result in a substantial adverse change in the significance of a historical resource.

The CEQA determination is made by ZAB, as the decision-making body.

B. Housing Accountability Act Analysis:

Pursuant to the Housing Accountability Act (HAA), California Government Code Section 65589.5(j), when a proposed housing development complies with the applicable, objective general plan and zoning standards, but a local agency proposes to deny the project or approve it only if the density is reduced, the agency must base its decision on written findings supported by substantial evidence that:

1. The development would have a specific adverse impact on public health or safety[4] unless disapproved, or approved at a lower density; and

2. There is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval, or approval at a lower density.

The project is a "housing development project" consisting of all residential uses. As shown in Table 4 above, the project complies with the zoning standards. The ZAB has the discretion to approve, deny, or modify the request according to the zoning findings, provided the action does not reduce the project density or effectively deny the project by making it infeasible, unless the ZAB is also able to make the required findings for denial set forth under Section 65589.5(j), above.

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[1] California Department of Fish and Wildlife. California Natural Diversity Database. Available: https://apps.wildlife.ca.gov/bios6/?tool=cnddbqv

[2] California Department of Transportation. California Scenic Highway Program's Scenic Highway System List. Available: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways

[3] California Environmental Protection Agency. Cortese List Data Resources. Available: https://calepa.ca.gov/sitecleanup/corteselist/

[4] A "specific, adverse impact" means "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete."

Staff is not aware of specific adverse impacts that could occur with the construction of the project.

C. Housing Crisis Act of 2019 – Senate Bill (SB) 330:

The Housing Crisis Act, also known as Senate Bill 330, seeks to boost homebuilding throughout the State with a focus on urbanized zones by expediting the approval process for and suspending or eliminating restrictions on housing development. A "housing development project" can include any of the following: residential units only; mixed use consisting of residential and nonresidential uses in which at least two-thirds of the square-footage is designated residential, and transitional or supportive housing. Sections of SB 330 that apply to the proposed project include the following:

1. **Government Code Section 65905.5(a)** states that if a proposed housing development project complies with the applicable, objective general plan and zoning standards in affect at the time an application is deemed complete, then the city shall not conduct more than five hearings in connection with the approval of that housing development project. This includes all public hearings in connection with the approval of the housing development project and any continuances of such public hearings. The city must consider and either approve or disapprove the project at any of the five hearings consistent with applicable timelines under the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920)).

   The September 12, 2024 ZAB hearing represents the first public hearing for the proposed project since the project was deemed complete. The City can hold up to four additional public hearings on this project, if needed. One of those hearings must be reserved for any possible appeal to the City Council.

2. **Government Code Section 65913.10(a)** requires that the City determine whether the proposed development project site is a historic site at the time the application for the housing development project is deemed complete. The determination as to whether the parcel is a historic site must remain valid during the pendency of the housing development project, unless any archaeological, paleontological, or tribal cultural resources are encountered during any grading, site disturbance, or building alteration activities.

   As discussed in an historic resource evaluation prepared for the project on October 4, 2023, and revised April 12, 2024, the property does not appear to be historically significant, and therefore is not eligible for listing on the California Register of Historical Resources, or as a City of Berkeley Landmark or Structure of Merit.

3. **Government Code Section 65950(a)(5)** requires a public agency to approve or disapprove a project within 60 days from the determination that the project is exempt from the CEQA. Should ZAB determine the application is categorically exempt from CEQA at the September 12, 2024 public hearing, the application must be approved or disapproved by November 11, 2024.

D. Elimination of Dwelling Units through Demolition:

1. BMC Section 23.326.020(B) allows the ZAB to approve a Use Permit to eliminate or demolish a dwelling unit only if the elimination of the dwelling unit would not be materially detrimental to the housing needs and public interest of any affected neighborhood or the City. The project would replace one dwelling unit with two dwelling units. The increase in the number of housing units would help meet the City's need for additional housing and Regional Housing Needs Assessment target, and thus the Finding under BMC Section 23.326.020(B) would be met. The project would also provide housing in proximity to regional transit, bicycle facilities, retail, and services, therefore reducing vehicle miles traveled, and air quality and greenhouse gas emission impacts. The proposed project would not be materially detrimental to the housing needs and public interest of the affected neighborhood and the City.

2. The project is compliant with all provisions of Government Code Section 66300(d) for the demolition and replacement of residential units.

3. BMC Section 23.326.030(B) allows the ZAB to approve the demolition of a single dwelling unit provided that the building was not removed from the rental market under the Ellis Act during the proceeding five years and there have been no verified cases of harassment, or threatened or actual eviction during the immediately preceding three years. Rent Stabilization Board staff reviewed the property records and determined that the existing units have not been removed from the rental market under the Ellis Act at any time during the preceding five years, and there is no record of any verified cases of harassment or threatened or actual illegal eviction. (Attachment 5)

4. The dwelling proposed to be demolished is vacant, and is not subject to tenant relocation provisions pursuant to BMC Chapter 23.326.

VI. Other Considerations (Zoning and Land Use Considerations)

The following analyses of conformance with district purposes, and the 2002 General Plan goals and policies are provided for informational purposes only, to provide context, because the proposed project is HAA-compliant. See section V.B for discussion of the HAA. All permits are subject to the General Non-Detriment findings discussed in section VI.B.

A. District Purpose:

Pursuant to BMC Section 23.202.090(A), the proposed project is consistent with the purpose of the R-2A District because the proposed project would help maintain the medium-density residential concentration of the existing neighborhood through the development of a duplex on a single lot. The proposed project would provide usable open space beyond the 300-square-foot minimum per dwelling unit required in the R-2A District, and would not conflict with any of the principles of the district purpose.

B. General Non-Detriment Finding:

BMC Section 23.406.040(E) states that before the ZAB approves an application for a Use Permit, it must find that the project, under the circumstances of this particular case existing at the time at which the application is granted, would not be detrimental to the health, safety, peace, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements of the adjacent properties, the surrounding area or neighborhood, or to the general welfare of the City.

1. Shadows: The applicant submitted shadow studies documenting sun angles at different three times throughout the day during the summer and winter solstice. New shadows would affect dwellings at the following locations:

- 3025 College Avenue, west of the project site, casting new shadows on the summer solstice two hours after sunrise.
- 2712 Prince Street, east of the project site, casting new shadows on the summer solstice two hours before sunset.
- 2700 Prince Street and 3025 College Avenue, west of the project site, casting new shadows on the winter solstice two hours after sunrise.
- 2712 Prince Street, east of the project site, casting new shadows on the winter solstice two hours before sunset.

Though the project will create new shadow impacts on neighboring residences, the projected impacts would be in line with what is be expected within a built urban environment. The shadow impacts from the project on adjacent residential uses would be reasonable and not detrimental.

2. Air: The proposed project would be consistent with the existing development and building-to-building separation pattern, or air, in this R-2A District neighborhood. Because the project would meet the required setbacks, the project would not unreasonably obstruct air.

3. Views: The view corridor as defined in BMC Section 23.502.020 (Glossary) includes views of the Berkeley Hills, San Francisco Bay, Mt. Tamalpais, or a significant landmark such as the campanile, Golden Gate Bridge, or any other views that substantially enhances the value and enjoyment of real property. The project's proposed location is in a generally flat neighborhood, developed with one- to two-story buildings, and includes some mature vegetation that obscures these views from off-street angles. Because significant views are generally not available in this neighborhood due to grade, current development patterns, and mature vegetation, the proposed project would not create detrimental impacts to views.

4. The project is subject to the City's standard conditions of approval regarding construction noise and air quality, waste diversion, toxics, and stormwater requirements, thereby ensuring the project would not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the area or neighborhood of such proposed use or be detrimental or injurious to property and improvements of the adjacent properties, the surrounding area or neighborhood or to the general welfare of the City.

C. General Plan Consistency:

The 2002 General Plan contains several policies applicable to the project, including the following:

1. **Policy LU-3 Infill Development:** Encourage infill development that is architecturally and environmentally sensitive, embodies principles of sustainable planning and construction, and is compatible with neighboring land uses and architectural design and scale.

2. **Policy LU-7 Neighborhood Quality of Life, Action A**: Require that new development be consistent with zoning standards and compatible with the scale, historic character, and surrounding uses in the area.

3. **Policy UD-16 Context**: The design and scale of new or remodeled buildings should respect the built environment in the area, particularly where the character of the built environment is largely defined by an aggregation of historically and architecturally significant buildings.

4. **Policy UD-24 Area Character**: Regulate new construction and alterations to ensure that they are truly compatible with and, where feasible, reinforce the desirable design characteristics of the particular area they are in.

5. **Policy UD-32 Shadows**: New buildings should be designed to minimize impacts on solar access and minimize detrimental shadows.

6. **Policy H-19 Regional Housing Needs:** Encourage adequate housing production to meet City needs and the City's share of regional housing needs.

7. **Policy EM-5 "Green" Buildings**: Promote and encourage compliance with "green" building standards. (Also see Policies EM-8, EM-26, EM-35, EM-36, and UD-6.)

8. **Policy UD-33 Sustainable Design:** Promote environmentally sensitive and sustainable design in new buildings.

Staff Analysis: The proposed replacement of one single-family dwelling with a duplex would be consistent with neighboring land uses. The proposed size and design would be compatible with the existing scale and design characteristics of the neighborhood, and would be consistent with zoning requirements. Since the project is consistent with

zoning requirements, shadow impacts would not be detrimental. By adding two dwellings, the project would support regional housing needs. The project would be subject to standard conditions of approval that promote sustainable building design, including solar PV systems.

VII. Recommendation

Because of the project's consistency with the Zoning Ordinance and General Plan, and minimal impact on surrounding properties, staff recommends that the Zoning Adjustments Board:

1. **FIND** that the project is categorically exempt from the provisions of the CEQA pursuant to Section 15303 of the CEQA Guidelines ("New Construction"); and

2. **APPROVE** Use Permit ZP2024-0024 pursuant to Section 23.406.040(D) and subject to the attached Findings and Conditions (see Attachment 1).

Attachments:

1. Findings and Conditions
2. Project Plans, received August 26, 2024
3. Notice of Public Hearing
4. Correspondence Received
5. Email from Rent Stabilization Board staff, dated August 1, 2024

Staff Planner: Allison Riemer, ariemer@berkeleyca.gov, (510) 981-7433



This attachment is on file and available for review at the City Clerk Department, or can be accessed from the City Council Website. Copies of the attachment are available upon request.

City Clerk Department
2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

or from:

The City of Berkeley's Website
http://www.berkeleyca.gov

Attachment 7

NOTICE OF PUBLIC HEARING
BERKELEY CITY COUNCIL

ZAB APPEAL: 2708 PRINCE STREET, USE PERMIT #ZP2024-0024

The public may participate in this hearing by remote video or in-person.

Notice is hereby given by the City Council of the City of Berkeley that on **TUESDAY, JANUARY 21, 2025** at **6:00 P.M.** a public hearing will be conducted to consider an appeal of a decision by the Zoning Adjustments Board to APPROVE **Zoning Permit #ZP2024-0024 to demolish a single-family home and accessory building (garage), and construct a 2-story (24 feet in height) 3,118 square-foot duplex.**

The hearing will be held on, January 21, 2025 at 6:00 p.m. in the School District Board Room, located at 1231 Addison Street, Berkeley CA 94702.

For further information, please contact Allison Riemer, Project Planner at (510) 981-7433 or email ariemer@berkeleyca.gov

A copy of the agenda material for this hearing will be available on the City's website at https://berkeleyca.gov/ as of January 9, 2025. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology, as well as any health and safety requirements for in-person attendance.**

Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, or e-mailed to council@berkeleyca.gov in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley 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 or in person to the City Clerk. 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 at (510) 981-6900 or clerk@berkeleyca.gov for further information.

_____
Mark Numainville, City Clerk

Mailed by: January 7, 2025
Noticed Pursuant to: Berkeley Municipal Code Section 23.404.040(B), Public Hearing Notice

NOTICE CONCERNING YOUR LEGAL RIGHTS*: If you object to a decision by the City Council to approve or deny(Code Civ. Proc. 1094.6(b)) or approve (Gov. Code 65009(c)(5) an appeal, the following requirements and restrictions apply: 1) Pursuant to Code of Civil Procedure Section 1094.6, no lawsuit challenging a City decision to deny or approve a Zoning Adjustments Board decision 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 Zoning Adjustments Board decision, 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.

If you challenge the above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Berkeley at, or prior to, the public hearing. Background information concerning this proposal will be available at the City Clerk Department and posted on the City of Berkeley webpage at least 10 days prior to the public hearing.

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Councilmember Rashi Kesarwani

ACTION CALENDAR
January 21, 2025

TO: Honorable Mayor Adena Ishii and Members of the City Council

FROM: Councilmember Rashi Kesarwani (Author)

SUBJECT: Expanding Homeownership Opportunities for Middle-Income Earners

RECOMMENDATION

Refer to the City Manager to develop modifications to Berkeley Municipal Code Title 21 (Subdivisions) and refer to the City Manager and Planning Commission to develop modifications to Title 23 (Zoning) to enhance ownership opportunities for middle housing–in alignment with unanimous Council direction for a Middle Housing Ordinance and allowances under Chapter 783, Statutes of 2023 (S.B. 684, Caballero).

CURRENT SITUATION AND ITS EFFECTS

High Housing Costs Are Harming Berkeley's Middle Income Earners Like Nurses, Firefighters, and Teachers. The nine-county Bay Area region is facing an acute shortage of homes affordable for working families, reflecting the broader statewide shortage of 3.5 million homes across California.[1] In the Bay Area, only one new home is added for every 3.5 jobs created, exacerbating the housing shortage.[2] In Berkeley, the median sale price of a home is $1.4 million, a figure that places immense strain on low-, moderate-, and middle-income households. As a result, California has the second-lowest homeownership rate in the nation, reflecting the growing affordability gap.[3] The Bay Area is among the most expensive housing

[1] Woetzel, J., Mischke, J., Peloquin, S., and Weisfield, D. (2016, October). A Toolkit to Close California's Housing Gap: 3.5 Million Homes by 2025. McKinsey Global Institute, https://www.mckinsey.com/featured-insights/urbanization/closing-californias-housing-gap

[2] Metropolitan Transportation Commission. (2018). Vital Signs. http://www.vitalsigns.mtc.ca.gov/

[3] iProperty Management. (2022, October). Home Ownership Rates By State. https://ipropertymanagement.com/research/homeownership-rate-by-state

markets in the U.S., with prices roughly 2.5 to 3.5 times higher than the national median. For a Bay Area family to afford the principal, interest, taxes, and insurance payments on a median-priced home of $1.4 million, they would need to earn more than $300,000 annually, assuming they can make a 20 percent down payment.[4] This cost barrier means that many public employees, including nurses, firefighters, and teachers, cannot afford to buy homes. While the Berkeley Unified School District is planning to develop more than 100 units of teacher housing, the demand still outpaces the supply. According to a 2017 Berkeley Unified School District (BUSD) survey, 69 percent of teachers and staff believed that high housing costs would impact their ability to remain in their BUSD positions.[5] Since most teachers are not classified as low-income, they do not qualify for affordable housing units. With few subsidies available, middle-income families often must rely on the private market for housing in the Bay Area, further deepening the affordability crisis.

Middle Housing Ownership Options Can Give Middle Income Earners the Opportunity to Stay in Berkeley and Build Wealth. Many Americans, particularly middle income and younger households, are increasingly seeking smaller, more affordable, and diverse homeownership options as single family home prices continue to rise.[6] Middle housing options—including duplexes, triplexes, and fourplexes—can provide a more attainable entry point to homeownership for middle- and lower-income families in Berkeley. According to the U.S. Census American Community Survey, median household income for middle housing types was much lower than for single-family homes, as shown in Exhibit 1.[7] This pattern suggests that smaller multifamily housing can offer more affordable options for a wider range of income levels. The data underscore the potential of middle housing to provide affordable homeownership opportunities, helping middle-income families stay in Berkeley and build wealth in a challenging housing market.

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[4] Prakash, Anushka. (2024, February). Home Buyers Need to Earn $47,000 More Than in 2020. Zillow. https://www.zillow.com/research/buyers-income-needed-33755/

[5] Berkeley Unified School District. (2017). Board of Education Approves Berkeley Adult School Parking Lot as Site for Educator Housing. https://www.berkeleyschools.net/2021/02/board-of-education-approves-berkeley-adult-school-parking-lot-as-site-for-educator-housing/

[6] Harvard's Joint Center for Housing Studies. (2021).The State of the Nation's Housing. https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_State_Nations_Housing_2021.pdf

[7] American Community Survey. (2017-2022). Public Use Microdata Set. US Census.

Exhibit 1: Median Household Income for Middle Housing Types is Significantly Lower than Median Household Income for Single-Family Homes

Median Income in Housing By Year Built & Density: Berkeley & Albany 2017 - 2022 ACS Microdata					
	Pre-1950	1950-1969	1970-1989	1990-2009	2010-
Single-family detached	$189,258.43	$165,280.91	$120,095.89	$216,669.57	$225,410.84
Single-family attached	$134,389.27	$186,637.84	$153,046.07	$104,387.94	$190,075.78
2-4 units	$119,151.43	$67,601.07	$61,408.32	$54,760.54	$46,795.45
5-19 units	$54,080.86	$57,614.32	$56,837.16	$69,186.01	$33,510.30
20-49 units	$35,140.16	$52,419.21	$43,777.06	$35,566.36	$48,179.16
50+ units	$49,070.72	$32,495.92	$76,961.53	$34,113.76	$75,567.55

Source: American Community Survey, 2017-2022, as analyzed by Darrell Owens

BACKGROUND

Senate Bill 684 Creates Opportunity to Enhance Ownership Options for Middle-Income Earners. . . In 2023, the California State Legislature passed Senate Bill 684 (Caballero) to address the shortage of homeownership opportunities across the state.[8] This bill mandates that local agencies review, in a ministerial (non-discretionary) manner, parcel maps or tentative and final maps for housing development projects that meet specific criteria.[9]

Key site and project criteria of SB 684 include:

- The subdivision results in 10 or fewer parcels.
- The development includes no more than 10 residential units.
- The area is zoned for multi-family development and is less than five acres.
- The project was not created under the ministerial subdivision authority in Senate Bill 9 (Cal. Gov. Code Sec. 66411.7).
- The subdivision must not create new lots smaller than 600 square feet, unless the local agency has approved smaller minimum parcel sizes.
- The resulting housing will be simple ownership lots, part of a common interest development or cooperative or owned by a community land trust.
- The housing development must meet specific affordability criteria, providing either the projected number of low- or very-low-income units for the parcel, or if not listed in the Housing Element, must comply with the maximum allowable residential density.

[8] Caballero, Anna. (2024). Senate Bill 684. https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB684

[9] Sarjapur, Melinda. (2024). SB 684–How to Apply New State Law Allowing Ministerial Approval for up to 10-Lot Subdivisions on Small Lots https://static1.squarespace.com/static/5f2c2d67c58236227115e0de/t/66a3d0be22486b760b9eb302/1722011839196/Casita-Coalition-Reuben-Junius-Rose-SB-684-final-memo-0725204.pdf

- The average total floor area cannot exceed 1,750 net habitable square feet.

Projects must comply with objective zoning, design and subdivision criteria that do not conflict with SB 684. Additionally, a local agency may not apply certain standards, such as:

- Density standards that would prohibit low-income housing.
- Minimum lot size requirements, beyond the 600 square foot minimum.
- Additional setbacks between the units, beyond those required by the Building Code.
- Enclosed or covered parking
- Side and rear setbacks greater than those allowable under Senate Bill 9 (four feet for new structures)
- Floor Area Ratio ("FAR") limits that are less than the following:
    - For 3 to 7 units, a FAR that is less than 1.0
    - For 8 to 10 units, a FAR that is less than 1.25

. . . Requiring Berkeley to Amend the Municipal Code to Enhance Availability of SB 684 Ownership Options, Given Council Direction for a Middle Housing Ordinance. In a 2022 study, the Terner Center published research that indicated that lack of clarity around subdivision is a driving force for developers abandoning ownership models in favor of more predictable and less-risky rental development.[10] To address the Bay Area's housing crisis and promote more affordable ownership opportunities, amendments to the Berkeley Municipal Code are needed to allow for the development of middle housing ownership opportunities through subdivision of parcels. By creating more diverse housing options, Berkeley can attract and retain a diverse workforce, lower housing costs, and increase affordability for a wider range of residents.

RATIONALE FOR RECOMMENDATION

Amending the Berkeley Municipal Code to align with unanimous Council direction for a Middle Housing Ordinance and Senate Bill 684 is essential to addressing the city's acute housing affordability crisis. Berkeley's current median home price of $1.4 million creates insurmountable barriers for middle-income families who are critical to the community's functioning. Senate Bill 684 offers a framework to streamline the approval of small-scale housing developments, ensuring affordability while expanding ownership opportunities. By modifying Title 21 and potentially Title 23 to enable greater middle housing ownership options, Berkeley can expand entry-level homeownership opportunities for middle-income earners. These changes will support a more equitable housing market, foster a diverse workforce, and align with Berkeley's broader goals of sustainable and inclusive growth.

[10] Garcia, Alameldin, Metcalf, and Fulton. (2022, December). Unlocking the Potential of Missing Middle Housing. UC Berkeley Terner Center for Housing Innovation. https://ternercenter.berkeley.edu/wp-content/uploads/2022/12/Missing-Middle-Brief-December-2022.pdf

FISCAL IMPACTS

Staff time to amend various sections of the Berkeley Municipal Code.

ENVIRONMENTAL SUSTAINABILITY

Creating denser, smaller-scale housing options maximizes land use efficiency, reduces the need for long commutes, and promotes walkable, transit-oriented neighborhoods. This can significantly lower greenhouse gas emissions by reducing reliance on cars and encouraging more energy-efficient housing designs. Additionally, utilizing existing infrastructure for compact development minimizes environmental impacts associated with new construction on undeveloped land, preserving green space and biodiversity.

CONTACT PERSON

Councilmember Rashi Kesarwani (510) 981-8100

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Brent Blackaby
Councilmember District 6

ACTION CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Councilmember Blackaby (Author), Mayor Ishii (Co-Sponsor), Councilmember Lunaparra (Co-Sponsor), Councilmember Taplin (Co-Sponsor)

Subject: Reaffirming Berkeley as a Sanctuary City

RECOMMENDATION

Adopt a Resolution reaffirming Berkeley as a Sanctuary City and asking the City Clerk to send a copy to each City Department Director, requesting they inform their staff of the City's Sanctuary City standing and the City's policies and procedures regarding staff interaction with U.S. Immigration & Customs Enforcement (ICE) related to enforcement of federal immigration law.

Additionally, refer to the City Attorney to explore the possibility of pledging the City's legal support to help "sensitive sites" defend themselves against civil litigation.

Additionally, the Mayor will create a taskforce of Councilmembers, Community Based Organizations (CBOs), immigration and civil rights organizations, faith leaders, legal experts, school and university officials, and community activists to continually assess threats to Berkeley's immigrant communities and participate in the process of codifying Berkeley's Sanctuary protections through a city ordinance.

FINANCIAL IMPLICATIONS

None

CURRENT SITUATION AND ITS EFFECTS

In light of the incoming Trump administration's threats of mass deportations and plans to rescind the long-standing federal policy restricting ICE arrests in sensitive areas such as schools, after-school programs, hospitals, community health centers, and places of worship, it is incumbent upon the City of Berkeley to reaffirm to the community its status as a Sanctuary City and to reassert policies and procedures to guide and support staff should ICE officials contact city officials or visit city offices to ask questions, collect information, or request assistance with arresting any undocumented or naturalized resident or visitor beyond what is legally required.

Sanctuary is fundamentally about public safety: the need for everyone in the community to feel safe. When all community members, documented or undocumented, are able to

attend school and after-school programs, hospitals and health centers, and places of worship without the threat of deportation, we promote a more educated, healthy, and thriving community. Sanctuary policies strengthen all our lives.

The City of Berkeley is an established City of Refuge and a Sanctuary City[1]. In light of this ongoing status, the City applies the following restrictions on the use of City funds and resources relating to enforcement of federal immigration law:

1. No department, agency, commission, officer or employee of the City of Berkeley shall use any City funds or resources to assist in the enforcement of Federal immigration law or to gather or disseminate information on the status of individuals in the City of Berkeley unless required by federal law.

2. No department, agency, commission, officer or employee shall deny access to any city services or benefits to residents on the basis of their immigration status.

3. The prohibition set forth shall include but not be limited to:

   a. Assisting or cooperating, in one's official capacity, with any Department of Homeland Security (DHS) investigation, detention, or arrest procedures, whether public or covert, including but not limited to any such procedures in schools, after-school programs, hospitals, health centers, or places of worship, relating to alleged violations of the civil provision of federal immigration law, except as required by federal law.

   b. Requesting information or data about, or disseminating information regarding, the immigration status of any individual, except as required by federal law.

   c. Including on any application, questionnaire or interview form used in relation to benefits, services or opportunities provided by the City of Berkeley any question regarding immigration status.

4. It is the policy of the City of Berkeley to not allow any individual or organization to enter city facilities if their presence would disrupt city operations. Because the City Council believes that ICE activities in city facilities would constitute a severe disruption to the provision of city services, any request by ICE to any City officer or employee shall be immediately assessed for legality through the City Attorney to ensure the safety of city employees and residents accessing city services and compliance with applicable state and federal laws.

[1]See Resolution 44,784-N.S., Resolution No. 52, 558-N.S., and Resolution 67,763-N.S. Reaffirming Berkeley's Status as a City of Refuge. This was further refined with Resolution 68, 131-N.S. Amending of Refuge Policy Regarding Interaction with U.S. Immigration and Customs Enforcement.

5. Except in limited circumstances where ICE agents have a valid judicial warrant, after review and consultation with the City Manager and City Attorney, city departments, agencies, commissions, officers or employees are **not required to:**

- Cooperate with ICE agents
- Answer ICE agents' questions or provide any protected data
- Comply with an ICE Administrative Warrant
- Immediately comply with a subpoena served by ICE agents
- Speak with ICE agents at all

6. City officers or employees shall not consent to a warrantless search by ICE agents of a non-public area or non-public city records.

7. If any person asks questions regarding their immigration status to City staff (while working in their official capacity), City staff shall not refer them to Immigrations and Customs Enforcement (ICE) or any other government agency. Instead City staff shall refer such individuals to local non-profit immigration law organizations. A list of such organizations shall be compiled and disseminated at City buildings and on the City's website. The City Manager is also encouraged to increase and enhance partnerships with community-based organizations, legal service providers, and educational institutions to provide resources for families and City residents facing deportation or other adverse immigration actions.

8. All requests for documents or protected data by ICE to City personnel shall be immediately forwarded to the City Manager for review and consultation with the City Attorney to ensure the safety of city employees and residents, and compliance with applicable state and federal laws.

BACKGROUND

The City of Berkeley was the first City in the Nation to declare itself a City of Refuge in 1971 (Resolution 44,784-N.S.) and the first City to support the "New Border Vision", in 2020, to encourage Congress to expand public safety, protect human rights, and welcome people to our communities.

Berkeley reaffirmed its City of Refuge status in 1986 (Resolution No. 52,596-N.S.), 2007 (Resolution No. 63,711-N.S.), 2015 (Resolution No. 67,325-N.S.), 2016 (Resolution No. 67,598-N.S. & No. 67,763-N.S.) and 2017 (Resolution No. 68,131-N.S.).

In early 2017, a Sanctuary City Task Force was convened, which brought immigration and civil rights groups, faith leaders, legal experts, school and university officials, and community activists together to discuss ways to strengthen our City of Refuge policy, as well as support our undocumented community members.

The Sanctuary City Task Force and working groups developed resources and protocols to clarify the rights of undocumented individuals and city/community partners in the case of U.S. Immigration & Customs Enforcement (ICE) enforcement activity.

All City of Berkeley Departments and employees of the City of Berkeley, including the Berkeley Police Department, have committed to not comply with ICE officers lacking a valid judicial warrant.

The Berkeley School Board passed a sanctuary campus policy in December 2017 which articulated restrictions on information sharing, providing access to school facilities, and collaboration with Immigration officials. Berkeley City College, UC Berkeley, and University Lutheran Chapel have adopted similar policies.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS
None associated with this item.

CONTACT PERSON
Councilmember Brent Blackaby Council District 6 510-981-7160

Attachments:
1: Resolution

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

REAFFIRMING BERKELEY AS A SANCTUARY CITY

WHEREAS, the residents of Berkeley have a long history and deep commitment to welcoming immigrants, refugees, and those in exile; and

WHEREAS, the Berkeley community believes in protecting all of our residents and letting them know they are safe, regardless of their immigration status; and

WHEREAS, the City of Berkeley was the first City in the Nation to declare itself a City of Refuge in 1971 (Resolution 44,784-N.S.) and the first City to support the "New Border Vision", in 2020, to encourage Congress to expand public safety, protect human rights, and welcome people to our communities; and

WHEREAS, Berkeley reaffirmed its City of Refuge status in 1986 (Resolution No. 52,596-N.S.), 2007 (Resolution No. 63,711-N.S.), 2015 (Resolution No. 67,325-N.S.), 2016 (Resolution No. 67,598-N.S. & No. 67,763-N.S.) and 2017 (Resolution No. 68,131-N.S.); and

WHEREAS, as of 2023, 21.3% of Berkeley's population are immigrants of varying statuses, with undocumented, DACA, and TPS holders most vulnerable to the incoming administration's threats of discrimination and deportation; and

WHEREAS, multiple studies have proven that jurisdictions that provide sanctuaries are safer and economically more prosperous compared to other jurisdictions – including a 2017 report by the Center for American Progress that shows on average there are 35.5 fewer crimes committed per 10,000 people in sanctuary jurisdictions, the average annual income is $4,353 higher, the poverty rate is 2.3% lower, and unemployment is 1.1% lower; and

WHEREAS, in the interest of promoting public safety, it is important to create an environment in which people feel comfortable interacting with local law enforcement, not eroding that trust by permitting local police officers to assist federal immigration enforcement; and

WHEREAS, in early 2017, a Sanctuary City Task Force was convened, which brought immigration and civil rights groups, faith leaders, legal experts, school and university officials, and community activists together to discuss ways to strengthen our City of Refuge policy, as well as support our undocumented community members; and

WHEREAS, the Task Force and working groups developed resources and protocols to clarify the rights of undocumented individuals and city/community partners in the case of U.S. Immigration & Customs Enforcement (ICE) enforcement activity; and

WHEREAS, the Task Force created procedures to help City Staff act in accordance with Berkeley's Sanctuary City status, should ICE agents contact city officials or visit city facilities or engage with city staff to collect information, or request assistance with arresting any undocumented or naturalized resident or visitor beyond what is required by federal law; and

WHEREAS, all City of Berkeley Departments and employees of the City of Berkeley, including the Berkeley Police Department, have committed to not comply with ICE officers lacking a valid judicial warrant; and

WHEREAS, the Berkeley School Board passed a similar sanctuary campus policy in December 2017 which articulated restrictions on information sharing, providing access to school facilities, and collaboration with Immigration officials; and

WHEREAS, the Berkeley School Board will soon consider at an upcoming meeting to reaffirm the 2017 Berkeley Unified School District Sanctuary Campus Policy (Resolution 17-050), which articulated restrictions on information sharing, providing access to school facilities, and collaborating with immigration officials; and

WHEREAS, Berkeley City College, UC Berkeley, and University Lutheran Chapel have adopted similar policies; and

WHEREAS, California State Superintendent of Instruction Tony Thurmond champions the bill introduced by Senate Majority Leader Lena Gonzalez SB 48 to Keep Immigration and Customs Enforcement Off of School Campuses, Protecting School Attendance and Funding Amid Deportation Threats; and

WHEREAS, hospitals, clinics, schools, and public transportation are key locations of direct services that immigrants rely on for basic needs and are vulnerable to deportation raids from federal immigration enforcement officers; and

WHEREAS, faith communities and other Community Based Organizations (CBOs) play a vital role by protecting essential human rights and offering support to refugees and undocumented immigrants, requiring commitments from local governments to stand with these institutions and protect them from federal deportation raids or other attacks; and

WHEREAS, the incoming Trump administration has campaigned on threats of mass deportation and has indicated its intent to rescind the longstanding federal policy restricting immigration enforcement activity at schools, after-school programs, hospitals, community health centers, and places of worship; and

WHEREAS, in light of the beginning of the Trump administration's term, the City of Berkeley must remind the community and City Staff of Berkeley's status as a Sanctuary City and a City of Refuge.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it reaffirms that the City of Berkeley is a City of Refuge and a Sanctuary City, and that the following restrictions on the use of City funds and resources shall be applied relating to enforcement of federal immigration law:

1. No department, agency, commission, officer or employee of the City of Berkeley shall use any City funds or resources to assist in the enforcement of Federal immigration law or to gather or disseminate information on the status of individuals in the City of Berkeley unless required by federal law.

2. No department, agency, commission, officer or employee shall deny access to any city services or benefits to residents on the basis of their immigration status.

3. The prohibition set forth shall include but not be limited to:

   a. Assisting or cooperating, in one's official capacity, with any Department of Homeland Security (DHS) investigation, detention, or arrest procedures, including but not limited to any such procedures in schools, after-school programs, hospitals, health centers or places of worship, whether public or clandestine, relating to alleged violations of the civil provision of federal immigration law, except as required by federal law.

   b. Requesting information about, or disseminating information regarding, the citizenship, immigration status, or birth country of any individual, except as required by federal law.

   c. Including on any application, questionnaire or interview form used in relation to benefits, services or opportunities provided by the City of Berkeley, any question regarding immigration status.

4. It is the policy of the City of Berkeley to not allow any individual or organization to enter city facilities if their presence would disrupt city operations. Because the City Council believes that ICE activities in city facilities would constitute a severe disruption to the provision of city services, any request by ICE to any City officer or employee shall be immediately assessed for legality through the City Attorney to ensure the safety of city employees and residents accessing city services and compliance with applicable state and federal laws.

5. Except in limited circumstances where ICE agents have a valid judicial warrant, after review and consultation with the City Manager and City Attorney, city departments, agencies, commissions, officers or employees are **not required to**:

- Cooperate with ICE agents
- Answer ICE agents' questions or provide any protected data
- Comply with an ICE Administrative Warrant
- Immediately comply with a subpoena served by ICE agents
- Speak with ICE agents at all

6. City officers or employees shall not consent to a warrantless search by ICE agents of a non-public area or non-public city records.

7. If any person asks questions regarding their immigration status to City staff (while working in their official capacity), City staff shall not refer them to ICE or any other government agency. Instead, City staff shall refer such individuals to local non-profit immigration law organizations. A list of such organizations shall be compiled and disseminated at City buildings and on the City's website. The City Manager is also encouraged to increase and enhance partnerships with community-based organizations, legal service providers, and educational institutions to provide resources for families and City residents facing deportation or other adverse immigration actions.

8. All requests for documents or protected data by ICE to City personnel shall be immediately forwarded to the City Manager for review and consultation with the City Attorney to ensure the safety of city employees and residents, and compliance with applicable state and federal laws.

BE IT FURTHER RESOLVED that the City of Berkeley stands in solidarity with the Berkeley School Board, Berkeley City College, UC Berkeley, University Lutheran Chapel, and other schools, medical institutions, or places of worship that have committed to similar sanctuary policies to protect the residents of Berkeley, regardless of their immigration status.

BE IT FURTHER RESOLVED that the City of Berkeley offers its support and protection to local CBOs and faith communities offering safety and protection to immigrants in the face of direct threats from federal agencies.

BE IT FURTHER RESOLVED that the Council shall refer to the City Attorney to explore the possibility of pledging the City's legal support to help local CBOs and other "sensitive sites", such as schools, after-school programs, hospitals, community health centers, and places of worship, defend themselves against civil litigation.

BE IT FURTHER RESOLVED that the City Council will collaborate with the boards of BART, AC Transit, East Bay Regional Parks District, UC and CSU systems, Peralta Community College District, and county hospital systems to ensure that the Right to Sanctuary is protected on a regional level.

BE IT FURTHER RESOLVED that the City of Berkeley calls on other Bay Area and California cities to reaffirm their commitments to sanctuary and pass legislation that protects all California residents.

BE IT FURTHER RESOLVED that the City of Berkeley calls on the California legislature to pass SB 48 to Keep Immigration and Customs Enforcement Off of School Campuses, Protecting School Attendance and Funding Amid Deportation Threats.

BE IT FURTHER RESOLVED that copies of this resolution, including any future amendments thereto, shall be transmitted to every department, agency and commission, and employee of the City of Berkeley; to our Alameda County, California, and Congressional representatives; and to the mayors of the rest of the Bay Area cities.

BE IT FURTHER RESOLVED that the City of Berkeley will continue to seek additional ways to enact protections for undocumented immigrants in our community.

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Cecilia Lunaparra
Councilmember Berkeley District 7

ACTION CALENDAR
January 21, 2025

To: Honorable Mayor Ishii and Members of the City Council

From: Councilmember Lunaparra (Author), Councilmember Humbert (Co-sponsor)

Subject: Budget Referral: Curb Marking and Preventative Infrastructure Upgrades at High-Risk Intersections in Accordance with the New California Daylighting Law, AB 413

RECOMMENDATION

Refer $1,250,000 to the June budget process (FY26 Mid-Biennial Update) to provide the City of Berkeley Public Works Department with necessary funds for curb marking and preventative infrastructure upgrades in accordance with the new California Daylighting Law, AB 413.

CURRENT SITUATION AND ITS EFFECTS

In 2023, California's legislature passed Assembly Bill 413, a state-mandated local program that prohibits stopping, standing, or parking a vehicle within 20 feet of any marked or unmarked crosswalk or 15 feet of an intersection with a curb extension. The new law applies to all relevant intersections regardless of whether they have been marked red by the City. The part of the law allowing citations to be issued even in the absence of paint or signage will go into effect on January 1, 2025. Ultimately, numerous parking spots that were previously legal will become illegal under the new law. While the state's Daylighting legislation aims to empower municipalities to enforce traffic violations, many local governments lack the necessary capital and resources to identify and mark newly illegal parking spots effectively so that drivers are aware of the parking restrictions. Our City's Public Works Department anticipates there are around 1,700 curbs that require painting or other forms of identification.

Daylighting is a simple and effective traffic safety approach and Councilmember Lunaparra's office fully supports the efforts to enhance visibility at pedestrian intersections to increase traffic safety, bolstering the City's critical Vision Zero goals. This budget referral has two primary objectives: first, to ensure that the Public Works department has the necessary funding and staffing to paint curbs to designate no-parking zones; and second, to proactively implement preventative infrastructure that both physically prevents parking in these areas and encourages placemaking and

2180 Milvia Street, Berkeley, CA 94704 ● (510) 981-7170 ● clunaparra@berkeleyca.gov

multimodal mobility in Berkeley. In fact, subsection 3 of AB 413 specifically states, "Notwithstanding paragraph (1), a local authority may permit parking for bicycles or motorized scooters within 20 feet of a crosswalk",[1] supporting creative approaches to preventative infrastructure while maximizing effective street space.

There is public concern that issuing citations for parking in unmarked, newly designated illegal spots due to limited staff capacity, may lead to confusion and public resentment without adequate notification. Further, not only will the ticketing be unwelcome among drivers who are not aware of the law, the illegal parking of vehicles in these newly restricted spaces will fail to achieve the desired safety benefit of daylighting. There is a critical need to support public education efforts regarding the new law and it is unrealistic to expect residents to be aware of the change without adequate public investment in curb painting and signage to communicate the new restrictions. This budget referral aims to ensure the Public Works department, in collaboration with contracted entities, has the necessary resources to complete the work identifying and marking newly illegal parking spaces, educating the public, and designing and constructing preventative infrastructure in order to maximize safety and placemaking benefits. These three approaches align with what other municipalities are doing to address the state mandate and support the larger goal of increasing safety for pedestrians and cyclists and encouraging multimodal transportation across our city.

BACKGROUND

According to The National Highway Safety Administration, there were 42,514 traffic fatalities in the United States in 2022. 23.2% of those fatalities occurred at intersections.[2] Informed by the data from high volume traffic-related fatalities at intersections and the recommendation from the National Association of City Transportation Officials, the California legislature passed the California daylighting law, prohibiting parking within 20 feet of crosswalks, increasing visibility at high-risk intersections areas across the state. The summary of the assembly floor analysis indicates that 43 other states have mandated minimum parking distances from crosswalks (most of which are also set to 20 feet), and California is only one of a handful without such restrictions. This new law brings our state up to standard with a nationally recognized best practice in traffic safety.

The City of Berkeley prioritizes street safety, enshrined in the Vision Zero Action Plan, an initiative committed to eliminating traffic-related fatalities and severe injuries by 2028.[3] The state daylighting law directly facilitates Berkeley's ongoing commitment to

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[1] California Legislature. 2023. *Assembly Bill 413: An Act to Amend Section 22500 of the Vehicle Code, Relating to [Topic]*. California Legislature. Accessed December 23, 2024. https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB413.

[2] U.S. Department of Transportation. *Crash Data Analysis*. Accessed December 20, 2024. https://cdan.dot.gov/query.

[3] https://berkeleyca.gov/your-government/our-work/adopted-plans/vision-zero-action-plan

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traffic safety and supports the work the Council, staff, and the public have enabled through policy and ballot measures. By supporting staff in completing essential curb marking and infrastructure development, we can also ensure the public better understands the ultimate goal of daylighting, which is safety. Proactively identifying curbs where parking has become illegal will mitigate the potential risk of public frustration and ultimately clarify the acute need for additional street safety measures. Placing physical infrastructure into the street to physically prevent vehicles from parking in these newly illegal spots will further reinforce this public understanding, will reduce mistakes made by drivers, and will assist our community in achieving the desired safety benefits of daylighting by ensuring vehicles cannot park in these zones.

FISCAL IMPACTS OF RECOMMENDATION

According to the Public Works Department, citation revenue is expected to become available in 2026. It is essential that this revenue be allocated toward effective street safety measures, aligning with both the objectives of state law and our City's local priorities. Since the revenue will not be available until 2026 and it is administratively infeasible to allocate citation revenue to specific funds, the fiscal impact will not directly rely on citation funds. Instead, the necessary infrastructure improvements will be funded through the general fund, proactively addressing the needs associated with this state-mandated local initiative.

The Berkeley Police Department has identified intersections based on collision data and high pedestrian volumes to receive priority treatment. The following table illustrates the breakdown of treatment cost based on the Public Works Department projections for painting the 918 priority intersections and constructing preventative infrastructure for five high-need daylighting zones.

1. Painting Treatment

Description	Cost
Painting 918 priority intersections	$550,000
Additional costs for contingency and soft costs	$165,000
Suggested total to account for outreach and education	$45,000
Total	$800,000

2. Preventative Infrastructure Upgrades

Estimated Cost per Intersection	Amount

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Construction Cost (three 8’ x 20’ Hatched No Parking Area with 36” Flexpost Delineators, one 18’ x 20’ Bicycle Corral)	$71,000
Soft Costs/Contingency (30%)	$21,000
Total Cost per Intersection	$92,000
Total Cost for Five Intersections (depending on location and impact on existing infrastructure)	$450,000

The total projected cost amounts to $1,250,000 to complete these high-priority and time-sensitive projects associated with the state mandate.

ENVIRONMENTAL SUSTAINABILITY

Investing in street safety infrastructure encourages multimodal mobility across our city, limiting reliance on cars and reducing greenhouse gas emissions. Transportation — particularly the use of limited occupancy, gas-powered vehicles — is the leading source of greenhouse gas emissions in Berkeley.

CONTACT PERSON

Councilmember Cecilia Lunaparra, 510-981-7170
Sara Cerami, Chief of Staff

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BERKELEY CITY AUDITOR

INFORMATION CALENDAR
January 21, 2025

To: Honorable Mayor and Members of the City Council

From: Jenny Wong, City Auditor

Subject: Audit Follow-up Status Update

INTRODUCTION

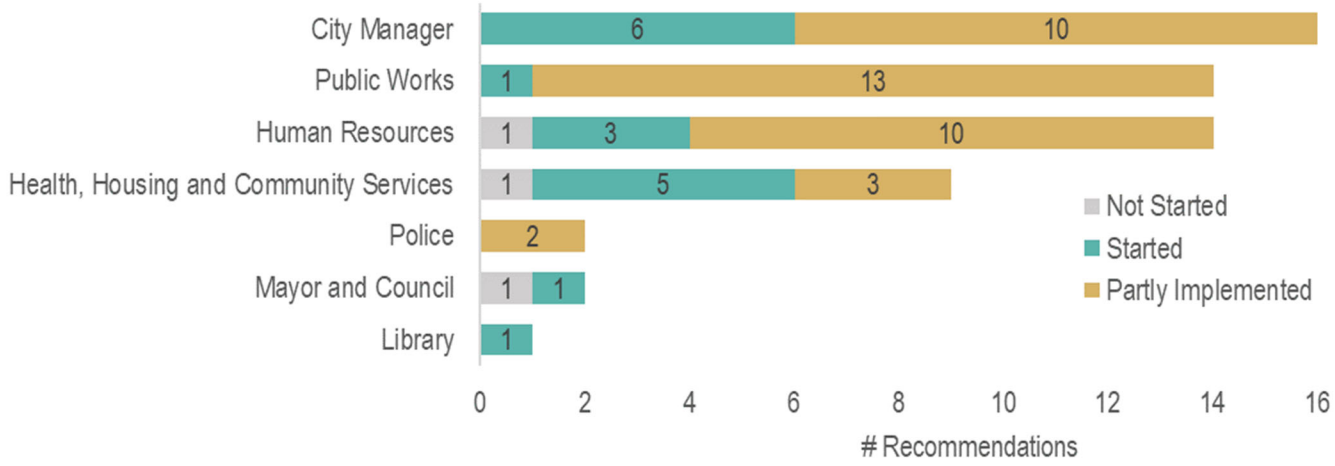
This item provides a status update on the audit follow-up of all recommendations since our last report in May 2024. Administrative regulations require the City Auditor to monitor the status of outstanding audit recommendations and periodically report to City Council.

CURRENT SITUATION AND ITS EFFECTS

We follow up on audits to assess whether city departments implemented the audit recommendations. The Auditor's Office issues annual follow-up audit reports to City Council on the status of our recommendations.

As of December 19, 2024, there were 58 open recommendations across five departments, as well as the Library, and Mayor and City Council. We additionally marked nine outstanding audit recommendations as implemented this follow-up period of May 15, 2024 – November 7, 2024. Departments have implemented 42 of the 113 (37%) audit recommendations issued since 2019.[1]

Figure 1. There are currently 58 open audit recommendations across 5 departments as well as the Library, and Mayor and Council.



Source: Auditor analysis

[1] Since 2019, we dropped 13 audit recommendations.

During this audit follow-up period, we closed two out of ten audits that were still open at the beginning of that time period. Audits are closed when all recommendations are implemented, or if they are older than five years. After five years, recommendations that are not implemented are marked as "dropped" on the online dashboard. This follow-up period, we closed the 2019 fire prevention inspections audit[2] because it passed the five-year mark, and we dropped the 9 unimplemented recommendations. We also closed the Measure FF audit because the Fire Department implemented the all of the recommendations except one we dropped because they stated that technological limitations prevented them from implementing it and will accept the associated risk.[3]

BACKGROUND

The City Auditor's Office has a mission to promote transparency and accountability in Berkeley government. We conduct independent performance audits to evaluate city operations and programs and make recommendations to improve operations and services and ensure productive use of taxpayer funds. We focus on equitable, efficient, and effective use of city resources to achieve goals and objectives.

Following up on audit recommendations is an important part of the audit process that helps hold departments accountable for implementing agreed-upon audit recommendations. To further that goal, our office launched an online dashboard to track the status of outstanding audit recommendations in September 2022. Additional up-to-date information on each audit recommendation is available on our online dashboard on our website.

While we understand that some departments face staffing challenges that make it difficult to prioritize audit recommendations, not implementing the recommendations can mean that the City is not addressing the risks identified in audits or making needed improvements to operations or services.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

While there may be environmental impacts associated with some audit recommendations, there are no identifiable environmental effects or opportunities associated with the audit follow-up process.

CONTACT PERSON

Jenny Wong, City Auditor, (510) 981-6750

Attachment:
1: Recommendations Follow Up Report 2024

[2] Fire Prevention Inspections: Insufficient Resources Strain Code Compliance
[3] Spending Aligned with Ballot Measure FF and the City is Improving Internal Processes

Annual Audit Recommendation Follow-Up Report

Status Update As Of

December 19, 2024



BERKELEY CITY AUDITOR

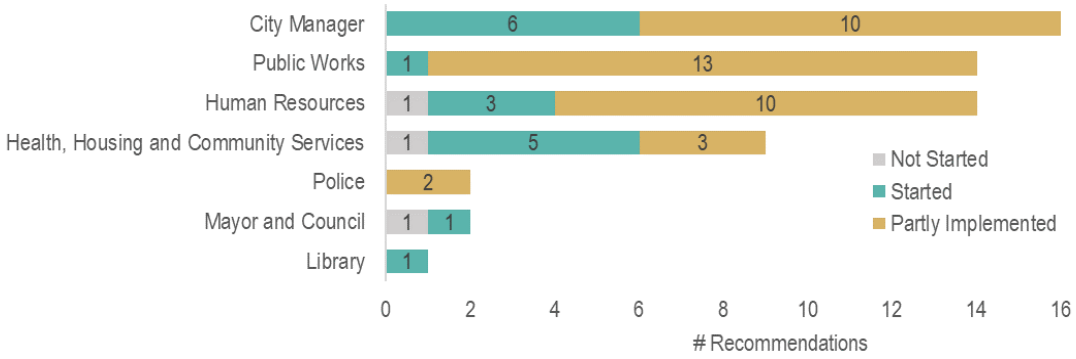
Background

The Berkeley City Auditor's mission is to promote transparency and accountability in Berkeley government. Each audit report we issue includes recommendations for how the City can serve residents more equitably, efficiently, and effectively. Following up on audit recommendations in this report and on our online dashboard helps hold departments accountable for implementing the improvements they agreed to. Additional up-to-date information on each audit recommendation is available on our online dashboard on our website.

Implementation Status of Recommendations

In our last audit follow-up report on May 14, 2024, there were 66 open recommendations. Since then, we have issued one performance audit which added nine new recommendations.

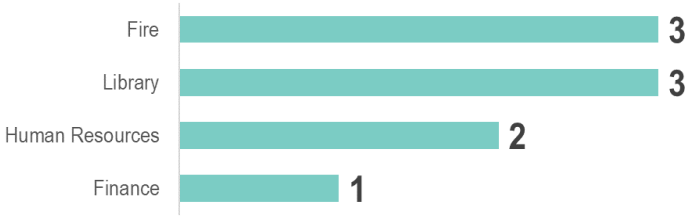
Figure 1. There are currently 58 open audit recommendations across 5 departments as well as the Library, and Mayor and City Council.



Source: Auditor's analysis

The City has continued to make progress towards implementing open audit recommendations. During this reporting period, the City has implemented nine of the outstanding recommendations.[1] However, we marked 10 recommendations as dropped. We dropped the 9 outstanding recommendations from the 2019 audit, Fire Prevention Inspections: Insufficient Resources Strain Code Compliance, because the audit passed the five-year mark. We also dropped one recommendation from the Measure FF audit because the Fire Department stated that technological limitations prevented them from implementing it and they will accept the associated risk.

Figure 2. City departments and the Library implemented 9 recommendations during this reporting period.



Source: Auditor's analysis

[1] The nine recommendations implemented includes two recommendations that the Library and Human Resources implemented during the previous follow-up period, but did not provide updates on the status until the current period.

We use the following statuses to report on the implementation of audit recommendations:

Implemented: Auditee has completely implemented the recommendation.

Partially Implemented: Auditee has implemented 50 percent or more of the recommendation.

Started: Auditee has started to address the recommendation but has not reached the 50 percent threshold.

Not Started: Auditee has not yet taken action to implement the recommendation.

Dropped: Auditee has accepted the risk to the city that the recommendation is meant to address and is unable or unwilling to implement the recommendation. Additionally, all open recommendations will be reported as dropped if they are not implemented within five years of audit issuance.

Table 1. Status of Recommendations by Audit

Audit	Department	Issued Date	Implemented	Partially Implemented	Started	Not Started	Dropped	Total
Berkeley Restaurant Inspections: Chronically Understaffed Program Did Not Meet Targets	Health, Housing and Community Services	7/10/2024	0	3	5	1	0	**9**
Spending Aligned with Ballot Measure FF and the City is Improving Internal Processes	Fire	11/22/2023	5	0	0	0	1	**6**
Fire Prevention Inspections: Insufficient Resources Strain Code Compliance	Fire	5/9/2019	0	0	0	0	11	**11**
Staff Shortages: City Services Constrained by Staff Retention Challenges and Delayed Hiring	City Manager, Human Resources, Mayor and Council	6/22/2023	3	13	7	2	0	**25**
Berkeley's Financial Condition FY 2012-FY2021: Pension Liabilities and Infrastructure Need Attention	City Manager (Budget Office), Finance, Public Works	5/5/2022	1	3	1	0	0	**5**
Berkeley Police: Improvements Needed to Manage Overtime and Security Work for Outside Entities	Police	3/3/2022	10	2	0	0	0	**12**
Fleet Replacement Fund Short Millions	Public Works	6/2/2021	0	11	1	0	0	**12**
Rocky Road: Berkeley Streets at Risk and Significantly Underfunded	Public Works	11/19/2020	3	2	0	0	0	**5**
Berkeley Public Library Uses Tax Funds by the Book, But More Internal Controls Needed	Library	8/27/2020	5	0	1	0	0	**6**
Domestic Violence Response: Berkeley Needs a Comprehensive Policy to Support City Employees	Human Resources	10/10/2019	0	4	2	0	0	**6**

Mission Statement

Promoting transparency and accountability in Berkeley government.

City Auditor

Jenny Wong

Performance Audit Team

Caitlin Palmer, Audit Manager
Erin Mullin, Audit Manger
Pauline Miller, Auditor II
Kendle Kuechle, Auditor I
Katie Wysong, Auditor I

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Website: https://berkeleyca.gov/your-government/city-audits

BERKELEY CITY AUDITOR

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