



**CITY / UC / STUDENT RELATIONS COMMITTEE
SPECIAL MEETING**

BERKELEY CITY COUNCIL SPECIAL MEETING

Wednesday, Sept 11, 2024

3:00 PM to 5:00 PM

Redwood Conference Room (6th Floor)

2180 Milvia St, Berkeley, CA 94704

Teleconference Location: 1404 LeRoy Ave, Berkeley, CA 94708

Committee Members (10):

Representing	Committee Member
Council District 4	Igor Tregub
Council District 6	Susan Wengraf
Council District 7	Cecilia Lunaparra
Council District 8 (Meeting Chair)	Mark Humbert
Mayor (Alternate)	Jesse Arreguín
UC Berkeley	Alfred Day, Interim Associate Vice Chancellor of Student Support and Belonging
UC Berkeley	Ruben Lizardo, Director, Local Government and Community
ASUC Undergraduate	Saanvi Arora, External Affairs Vice President, ASUC
ASUC Undergraduate	Ren Fitzgerald, Local Government Relations Director, ASUC
Graduate Assembly	Sandra Oseguera, External Affairs Vice President, Graduate Assembly
Graduate Assembly	Jose Aguilar, EAVP Liaison, Office of the External Affairs Vice President, Graduate Assembly

This meeting will be conducted in a hybrid model with both in-person attendance and virtual participation. For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/88420686172>; Meeting ID: 884 2068 6172. If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

Agenda – Sept 11, 2024 City/UC/Student Relations Committee Meeting

To join by phone: **Dial 1-669-900-9128 and enter Meeting ID 884 2068 6172.** If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair. Please be mindful that all other rules of procedure and decorum will apply for Commission meetings conducted by teleconference or videoconference.

AGENDA

1. Roll Call/Introductions
2. Public Comment
3. Approval of Minutes from the February 15, 2024 Meeting (*Attachment 1*)
4. Use of UC Settlement Funds for Priority Capital Projects (*Attachment 2*)
5. Presentation on Bakar ClimatEnginuity Hub Development Project (*Attachment 3, Attachment 4*)
6. Presentation on Bancroft Student Housing Development Project (*Attachment 3, Attachment 5*)
5. Future Meetings and Agenda Items:
 - a. Next Meeting Date: TBD
 - b. Next Meeting Facilitator: TBD
 - c. Potential topics for future meetings:
6. Adjournment

• **Communication Access Information (A.R.1.12)**



Meeting Access: To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services Specialist, at 981- 6418 (V) or 981-6347 (TDD), at least three (3) business days before the meeting date. Communications Disclaimer Communications to Berkeley boards, commissions or committees are public record and will become part of the City’s electronic records, which are accessible through the City’s website. Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information.

• **SB 343 Disclaimer**

Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection at Old City Hall located at 2134 Martin Luther King Jr. Way, Berkeley, CA 94704.

Agenda – Sept 11, 2024 City/UC/Student Relations Committee Meeting

2180 Milvia Street, Berkeley, CA 94704. Tel: 510.981.700. TDD:510.981.7009

Email: manager@cityofberkeley.info

ATTACHMENT 1



CITY / UC / STUDENT RELATIONS COMMITTEE SPECIAL MEETING

BERKELEY CITY COUNCIL SPECIAL MEETING

Thursday, February 15, 2024

Meeting Minutes

Attendance:

Committee Members (10): ✓=Present

Representing	Committee Member
Council District 4	Councilmember Kate Harrison
Council District 6	Councilmember Susan Wengraf
Council District 7	Vacant
Council District 8	Councilmember Mark Humbert ✓
Mayor (Alternate)	Stefan Elgstrand, Assistant to the Mayor ✓
UC Berkeley	Alfred Day, Interim Associate Vice Chancellor of Student Support and Belonging
UC Berkeley	Ruben Lizardo, Director, Local Government and Community Relations ✓
ASUC Undergraduate (Meeting Chair)	Alex Edgar, External Affairs Vice President, ASUC ✓
ASUC Undergraduate	Nick Grosh, Local Government Relations Director, ASUC ✓
Graduate Assembly	Taylor Rae Washington, External Affairs Vice President, Graduate Assembly ✓ (absent 1:41pm – 3:00pm)
Graduate Assembly	Alex Ha, EAVP Liaison, Office of the External Affairs Vice President, Graduate Assembly ✓ (absent 1:06pm – 2:00pm)

AGENDA

1. Roll Call – 1:06 PM
2. Comments from the Public on non-agenda items

- a. One member of the public provided public comment.
3. Approval of Minutes from the April 19, 2023 Meeting
 - a. **M/S/C Humbert/Grosh** to approve minutes of April 19, 2023 as written.
 - b. Vote:
 - Ayes:* Humbert, Elgstrand, Lizardo, Edgar, Grosh, Washington
 - Noes:* None
 - Abstain:* None
 - Absent:* Harrison, Wengraf, Day, Ha
4. Presentation on master plan for the Berkeley Innovation Zone (the University Hall site) on Oxford Street
 - a. Alene Pearson, Deputy Director of Planning and Development, City of Berkeley, and John Arvin, Associate Vice Chancellor, UC Berkeley, presented on the Berkeley Innovation Zone project
 - b. General committee comments were positive and enthusiastic about the project, and questions and discussion centered around:
 - Ensuring that parking is appropriate given various factors including proximity to BART and other downtown transit options, the potential need for parking for the third party space, and the aesthetic considerations parking would have on the downtown streetscape.
 - Benefits of keeping start-ups and the revenue they generate in Berkeley.
 - Ensuring that tenants of the existing commercial space are made whole and adequately relocated.
 - Other comments including the potential for EIR-related litigation, bird-safe glass.
 - c. Public Comment: 3 comments from members of the public.
 - d. No action was taken on this item.
5. Update on Street lighting master plan - Berkeley Public Works and Campus facilities
 - a. Wahid Amiri, Deputy Director of Public Works, and Humberto Castro, Senior Campus Planner, UC Berkeley provided presentations.
 - b. General committee questions and discussion centered around:

- Ensuring that the feedback and input of students are adequately documented and mapped, even for students who may not be long-term Berkeley residents, so that efforts are not lost over time.
 - Ensuring that the type and amount of light is appropriate and balances environmental, safety, and logistical considerations.
 - c. Public Comment: 4 comments from members of the public.
 - d. No action was taken on this item.

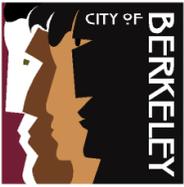
- 6. People's Park Development Project
 - a. John Arvin, Associate Vice Chancellor, UC Berkeley and Ruben Lizardo, Director, Local Government and Community Relations, UC Berkeley both provided a presentation on behalf of the University.
 - b. General committee comments were mixed and questions and discussion centered around:
 - Support for the project's addition of student and permanent supportive housing beds to the city's housing inventory.
 - Projected timelines for a California Supreme Court Ruling and initiation of construction.
 - The need to secure the site with a plan that would prevent a repeat of the actions of August 2022, and the considerations such a plan would have on student and community safety and on the ability of the contractor to actually begin construction on the development.
 - The challenges in balancing the desire and need to adequately include students in the planning process for such major UC actions, against concerns for campus and community safety.
 - Concerns about the impacts that the closure action had on sidewalks, bike lanes, and on access for immediate neighbors.
 - The status of the nonprofit developer for the permanent supportive housing portion of the project.
 - c. Public Comment: 1 comment from members of the public.
 - d. No action was taken on this item.

- 7. Future Meetings and Agenda Items:
 - Next Meeting Date: TBD
 - Next Meeting Facilitator: Councilmember Humbert agreed to serve as next Chair.
 - Potential topics for future meetings:

- Navigable Cities presentation, with a focus on the immediate areas around campus
- Use of LRDP Settlement funds

8. Adjournment

- a. **M/S/C Elgstrand/Parajuli** to adjourn the meeting at 3:14 PM (approved by consensus).



City Manager's Office

ATTACHMENT 2

August 16, 2024

Vice Chancellor Marc Fisher
Assistant Chancellor Chris Treadway
University of California, Berkeley
Berkeley, CA 94702
Sent via US mail & email to marcfisher@berkeley.edu and christreadway@berkeley.edu

Subject: Annual Summary Statement for UC Berkeley – City of Berkeley Settlement Agreement

Dear Mr. Fisher,

The following annual summary statement for FY 23-24 is provided in accordance with Section 3.8 of the UC Berkeley – City of Berkeley Settlement Agreement, which states:

“Section 3.8: Beginning on July 1, 2023, the City shall make reasonable efforts to provide the University with an annual summary statement setting forth its use of the funds described in Section 3.4 since the prior Annual Payment. If the City fails to adhere to the commitments regarding its expenditures described in Section 3.4 above, then the University may (but is not obligated to) terminate this Agreement, after providing the City written notice of the City's breach and a reasonable opportunity to cure the breach pursuant to Section 8.5.”

In accordance with the Agreement, \$2,970,520 of the funds received in 2023 were allocated to fire and other City services, with the Berkeley Fire Department utilizing these funds for critical health and wellness needs for the Fire Department, as well as vehicle purchases and firefighter staffing costs. The remaining 30% of funding has been allocated toward projects and services to improve the neighborhoods adjacent to the campus as summarized below:

Project Name	Funding Allocated in FY 2023-24
Southside Complete Streets	\$800,000
Berkeley Fire Safe Council to clear fire fuels on private property close to campus on the north side	\$50,000
Business Improvements on Euclid North of Hearst	\$75,000
Design study/construction documents for Bowditch streetscape (4 blocks - Dwight to Bancroft)	\$300,00
Sacred Rest Daytime Drop-In Center	<i>City share of \$250,000 funded through City Measure P/General Fund for 2023 and 2024</i>
Unallocated Balance – Carry Over to 2024-25	\$154,170

Additionally, please see below for more detail regarding the status of the projects funded to improve neighborhoods that are adjacent to the campus:

Southside Complete Streets Project: Construction for this project began in December 2023. Please see below for a number of project updates:

- Paving, the project's significant component, was completed on Bancroft Way, Fulton, and Dana Streets for a 1.5-mile stretch in early July 2024.
- The major striping component has been completed, including lanes, pedestrian x-walks, and bike paths.
- The installation of Signal poles and associated hardware is in progress.
- The project's tentative completion is in October 2024.

Berkeley Fire Safe Council (BFSC) to clear fire fuels on private property close to north side of campus: The funds will be used for fuel reduction and ecological restoration inside the half-mile perimeter around the UC Berkeley campus proper. In addition to targeted removal of hazardous fuel deposits, the BFSC is working with Forest Ecology professors in the UC Berkeley Department of Environmental Science, Policy, and Management, as well as the California Fire Science Consortium, to develop an ecologically sound, fire-resistant landscape plan. This pilot landscape plan will be a model for areas where eucalyptus trees have been removed as well as other areas dominated by fire-prone, invasive fuel types.

This work is partly funded by BFSC's most recent UC Berkeley Chancellor's Community Partnership Fund grant of \$10,000. The fuel reduction work will continue to utilize our highly efficient collaborative program with UC Berkeley student service organizations that has enabled us to remove over 75 tons of hazardous fuel from Fire Zone 2 over the past four years. The restoration work will utilize the same student volunteer model, in coordination with a UC Forestry student intern and supplemented by landscape contractors where needed.

Business Improvements on Euclid North of Hearst: A set of improvements for Euclid Avenue in the Northside area were recommended to improve the safety, appearance and functionality of this streetscape. This effort is currently in the scoping phase. Taken together, a variety of options such as trash corrals and a parklet/bus stop combination area or "buslet" outline about \$150,000 worth of pedestrian, safety, and transportation improvements, which could be phased over several years, and significantly initiated with the \$75,000 currently allocated.

Design study/construction documents for Bowditch streetscape (4 blocks - Dwight to Bancroft): Given a number of key staff transitions in the Public Works department, this effort has been somewhat delayed. The new team in the Public Works Engineering & Transportation Division is now initiating this effort, utilizing the allocated funding.

Sacred Rest Daytime Drop-In Center: This daytime drop-in center, which is operated by the Village of Love, is for people experiencing homelessness:

- The center began operating in June 2022 and has helped over 120 unhoused community members get connected to services and housing readiness resources.
- The center is open Monday - Friday from 9:30am – 5:30pm and includes restrooms, basic services (including respite, lockers, mail service, hygiene supplies, food) and housing navigation services.
- The Center is supported by the University's Homeless Outreach Coordinator, as well as students and researchers from the Schools of Social Welfare and Public Health.
- This is an important component of the City and UC's joint effort to resolve the encampment at People's Park.

For next year, the City expects to continue to use 70% of the payment from UC for fire, police and other city services. Per the agreement of the LRDP Principals (i.e., Mayor, Chancellor, Vice Chancellor for Administration and the City Manager), the allocations for the remaining 30% of the payment were recently discussed and agreed upon at the August 1, 2024 LRDP meeting. Specifically, it was agreed that for year 4, the neighborhood improvement allocations would be comprised of Southside Complete Streets Project (\$800,000), Sacred Rest Day Time Drop-In Center (\$250,000),

August 16, 2024

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Zachary's Corner Traffic Safety Improvements (\$400,000), and Pre-Development Funding for People's Park Supportive Housing (\$124,715). For year 5, the agreed-upon allocations are Oxford Complete Streets (\$800,000), Zachary's Corner Traffic Safety Improvements (\$600,000), and to apply the unallocated balance of \$63,161 toward Business Improvements on Euclid North of Hearst.

As part of the city's on-going efforts to implement the priority projects selected by the LRDP Principals, the PW team will consider the need for a signal light at the corner of Bowditch and Bancroft in the study of pedestrian improvements on the Bowditch corridor references above. The city will also explore the costs and potential benefits of installing Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk on College and Bancroft.

Thank you for your continued partnership to enhance University and City relations and advance the important projects per the Settlement Agreement. Should you require any additional information to satisfy the City's reporting requirement, please do not hesitate to contact me at 510-981-7014.

Sincerely,

Anne Cardwell

Anne Cardwell
Deputy City Manager

cc: Jesse Arreguin, Mayor
LaTanya Bellow, Interim City Manager
Farimah Brown, City Attorney
Sharon Friedrichsen, Budget Manager
Ruben Lizardo, Director – Local Government and Community Relations, UC Berkeley



Office of the City Manager

December 29, 2023

To: Honorable Mayor and Members of the City Council

From: *DWR* Dee Williams-Ridley, City Manager

Re: Framework for a Collaborative Planning Process between the City and the University of California, Berkeley on UC Capital Projects

On July 27, 2021 the City of Berkeley and the University of California, Berkeley executed a Settlement Agreement in order to end litigation related to the University's 2021 Long Range Development Plan (LRDP) Environmental Impact Report. The Settlement Agreement contained terms regarding review of development projects and commercial tenancies on University-owned land located in the City environs. More specifically, the parties were tasked with developing a "collaborative planning process" by July 27, 2023.

Development projects owned by the University but located off-campus are not subject to the City's zoning regulations, and they are not presented to the City's elected and appointed boards and commissions. The new collaborative planning process ensures that the City and the University work together to provide engagement opportunities for the public. This collaboration also ensures coordination on projects that may affect the City's infrastructure, traffic patterns and other resources.

Between November 2022 and July 2023, staff from the City and the University worked on a collaborative planning process that achieves the objectives of the Settlement Agreement and can be supported with existing resources. The resulting framework establishes a standard set of practices for sharing information about University projects, while also making the best use of staff and City Commissioner time on the highest priority issues. The framework ensures there is opportunity for staff and policy makers to review projects in the early planning and design phases when there is opportunity to incorporate feedback and advice.

The framework (see Attachment 1) was shared with select representatives from the City and the University on July 27, 2023. It was then presented to the City's and University's LRDP Principals (including Mayor Jesse Arreguin and Chancellor Carol Christ) at their August 24, 2023 meeting.

The new collaborative planning process has provided an opportunity for improved communication and expanded public engagement. These changes will provide benefits to the City, the University and the public, and will likely translate to improvements in project planning that benefit the City as a whole. The first UC capital project to which the framework is being applied is the University's Berkeley Innovation Zone project, located on Oxford Street between University Avenue and Addison Street.

Attachments:

1. Collaborative Planning Process Framework Memo

cc:

LaTanya Bellow, Deputy City Manager
Anne Cardwell, Deputy City Manager
Jenny Wong, City Auditor
Farimah Brown, City Attorney
Mark Numainville, City Clerk
Matthai Chakko, Assistant to the City Manager
Jordan Klein, Director, Planning and Development Department



MEMORANDUM

TO: Chancellor, Carol Christ; Vice Chancellor Administration, Marc Fisher;
Mayor, Jesse Arreguín; City Manager, Dee Williams-Ridley

FROM: Wendy Hillis, Assistant Vice Chancellor and Campus Architect;
Jordan Klein, Director of Planning and Development

DATE: July 27, 2023

SUBJECT: Framework for a Collaborative Planning Process for University Capital Projects in the City
Environs

ATTACHMENTS:

- A: Communication Plan
- B: Coordination Plan
- C: Project Checklist
- D: Settlement Agreement

Background

The City of Berkeley (City) and the University of California, Berkeley (University) executed a settlement agreement related to the University's 2021 Long Range Development Plan (2021 LRDP) and associated Environmental Impact Report (EIR).¹ In brief, as part of the agreement, the City and the University agreed to establish a collaborative planning process to allow the City and its stakeholders to review and comment on University capital projects in the City Environs², including on sustainable development standards for these projects.³

Over the past several months, City and University staff have worked together to identify an approach to a collaborative planning process that achieves the objectives of the Settlement Agreement and can be supported by existing resources. The approach developed by staff is intended to provide a standard set of practices for sharing information about University projects, while also making the best use of staff and commissioner time on the highest priority issues. The framework is to ensure there is opportunity for staff and policy makers to review projects in the early planning and design phases when there is opportunity to incorporate feedback and advice.

¹ The full text of the settlement agreement is included as Attachment D.

² See Figure 1.2, 2021 Long Range Development Plan

³ Section 4.2

Purpose and Applicability

While the University retains its constitutional autonomy from local land use regulations, both the City and the University have agreed that providing relevant City staff, the City Council, relevant commissions, and community members the opportunity to provide feedback on University projects in the City Environs is mutually beneficial.⁴ The framework is intended to ensure appropriate and timely communication between University and City stakeholders at relevant points in a project's development process. The process applies to the following:

- All University capital projects off the main campus within the City of Berkeley with an anticipated value more than \$5 million⁵ regardless of its delivery method (e.g., campus, donor-developed, public-private partnership) or its consistency with the 2021 LRDP.
- Areas off of the main campus include the City Environs and Clark Kerr Campus land use areas shown in the 2021 LRDP, Figure 1.2. If the University amends its LRDP Land Use map to include additional parcels within these land use zones, those properties would be subject to the Collaborative Planning Framework.
- This Collaborative Planning Framework does not supersede terms of the Memorandum of Understanding (City of Berkeley Resolution No. 51,172-N.S.) regarding the development of the Clark Kerr Campus dated April 23, 1982 (the "MOU").

The purpose of this Collaborative Planning Framework is to establish mutually agreed upon expectations for the general timing and deliverables provided to the City, the City Council, relevant commissions, and the public for their comment, as well as expectations for the University's response to any reasonable concerns that may be identified.

Responsible Parties

As identified in the Settlement Agreement, the LRDP Principals (the Chancellor, the Vice Chancellor for Administration, the Mayor, and the City Manager) will meet regularly to review implementation of the Settlement Agreement and areas of mutual interest or concern, including implementation and updates to this Collaborative Planning Framework when necessary.⁶

The City Planning Director and the Campus Architect would be the primary points of contact for University projects subject to the Collaborative Planning Framework. They would propose updates to this framework when necessary. The University may delegate certain coordination tasks to its Capital Projects Director or Real Estate Director, specifically coordination of permitting and construction activities and commercial tenant issues, respectively.

Major Milestones and Framework Components

The Collaborative Planning Framework establishes a series of communication opportunities as a project advances through the University's planning and design process. These steps are tied to a project's

⁴ Section 4.3

⁵ Section 4.3.2

⁶ Section 4.1

advancement through the Capital Planning Committee's (CPC) review process. High-level milestones include:

- Regular communication between the Planning Director and Campus Architect as projects are introduced and discussed by CPC. This includes monthly meetings to discuss the progress of University projects subject to this framework, as well City projects adjacent to campus properties.
- The University would present and discuss preliminary project plans to the Mayor and local Councilperson representing the area where a project is being planned. The City Planning Director would also attend these meetings.
- The City Planning Director would be invited to participate in the University's Design Review Committee when projects subject to this framework are presented and discussed.
- A "Roundtable Meeting" to present a project's preliminary plans to City staff would be organized by University and City staff after CPC's review and Chancellor's approval of a project's Feasibility Phase.
- A Project Checklist (Attachment C) would be prepared by University and City staff. As identified in the Settlement Agreement, the University would continue its practice of typically voluntarily honoring the City's existing zoning standards in the design of projects off the main campus⁷. The Project Checklist would be used to track issues related to the applicable City planning documents, as well as issues and comments discussed at the Roundtable Meeting.
- All projects would be presented to the City's 4x6 Committee.
- The University would present to select City commissions at the discretion of the City Planning Director and Campus Architect. In general, projects would be presented to the City's Design Review Commission. If a historic resource would be affected by a project, the University would present to the Landmark Preservation Commission. The City Planning Director and Campus Architect may also discuss if presentations at the Zoning Adjustment Board and/or Transportation and Infrastructure Commission are appropriate given the scope of a project.
- After these commission meetings occur, the City Planning Director would provide written comments, if necessary, to the Campus Architect no later than two weeks before the University plans to approve a project. The Campus Architect would respond in writing to these comments before project approval.
- During construction, the University would coordinate permitting requests and reviews required by the City to connect to the public right of way, utilities, environmental protection, and/or commercial permitting, as outlined in the City's Coordination Plan and as identified at the Roundtable Meeting and in the Project Checklist. City permits for University projects would be limited to the following: (1) City Public Works permits for work in the public right of way (e.g. "P" or "U" permits); (2) Use Permits (e.g. Zoning Certificates, Administrative Use Permits and Use Permits with Public Hearings); and (3) Business Licenses for commercial tenants in University-owned buildings leased to non-University businesses.

More detail about the timing and implementation of these steps is included in the Attachments A-C.

Implementation

The Campus Architect would inform the City Planning Director about a project's schedule expectations early in this process to ensure that scheduling of the key milestones do not interfere with project

⁷ Section 4.3

implementation. Both the City and University agree to operate in good faith to allow for the communication and coordination included in this framework, while also meeting a project's objectives and schedule.

On-going Coordination and Settlement Agreement Annual Report

Outside of project-specific coordination, the University and City planning staff will continue to have regular communication about issues of mutual concern. The Settlement Agreement requires that the University provide timely written information about implementation of the 2021 LRDP, enrollment, and housing production.⁸ Section 4 of the Settlement Agreement also identifies several other topics that may be of interest to planning staff for future discussion.

The Collaborative Planning Process Framework formalizes staff communications to include:

- Quarterly meetings to discuss areas of mutual concern, including representatives from the University's Planning, Real Estate, Capital Projects, and Facilities staff and the City's Planning; Public Works, and Transportation staff. The City's Planning Director and Campus Architect would jointly facilitate these meetings and adjust frequency and/or attendance as needed.
- Consistent with the terms of the Settlement Agreement, the University would provide the City Planning Director with an annual update that describes annual campus population; status of capital projects in excess of \$5 million that have been proposed, approved, or in construction; status of housing production proposed, approved, or in construction, as well as master leases; and a list of commercial tenant addresses approved or modified within the reporting year. This update would document progress on the implementation of the Collaborative Planning Framework.

We look forward to improved communication between the University and the City on University projects in the City Environs and City projects adjacent to campus properties. The University shares the City's goals for strengthening the vitality of the City for all its residents, and both agencies believe that the proposed Collaborative Planning Framework will help advance this goal.

CC: John Arvin, Associate Vice Chancellor, Capital Strategies; Marissa Cheng, Director of Planning; Todd Henry, Principal Planner, Capital Planning; Ruben Lizardo, Director of Local Government and Community Relations; David Robinson, Chief Campus Counsel

LaTanya Bellow, Deputy City Manager; Farimah Brown, City Attorney; Liam Garland, Director of Public Works; Alene Pearson, Deputy Director of Planning and Development; David Sprague, Fire Chief

⁸ Section 4.1

Attachment A: Communication Plan

REQUIRED ACTIVITY	REQUIRED FOR	DELIVERABLE	TIMING	NOTES
<p>Project Evaluation per the following:</p> <ul style="list-style-type: none"> General Plan Downtown Area Plan Southside Plan University Ave Strategic Plan Streets and Open Space Plan Pedestrian Plan Berkeley Bicycle Plan Berkeley Strategic Transportation (BeST) Plan Berkeley Climate Action Plan Green Infrastructure Plan Commercial District Zoning CDMU: Privately Owned Public Space Residential District Zoning Allowable Uses Development Standards Green Building Requirements Berkeley's Natural Gas Prohibition LEED Gold Certification in C-DMU Berkeley's Low Carbon Concrete Requirement Berkeley's Waste Diversion Regulations Berkeley's Existing Building Electrification Plan Landmarks Preservation Ordinance Demolition Ordinance Downtown Berkeley Design Guidelines Citywide Design Guidelines University Avenue Design Guidelines Southside Plan Design Guidelines Parking and Driveway Design Guidelines 	<p>LRDP projects and off-campus capital projects that are valued at more than five million dollars are required to show consistency with the City of Berkeley's adopted plans.</p> <p>LRDP projects and off-campus capital projects that are valued at more than five million dollars are required to show consistency with the City of Berkeley's (aesthetic) design guidelines.</p>	<p>The Project Evaluation includes the following:</p> <ol style="list-style-type: none"> The University will compile a preliminary Project Description and a draft Project Checklist (see Attachment C) to document how the project may need to respond to applicable City Plans (see Attachment D). These documents will be submitted to the Planning Director and then shared at the City-University Project Roundtable. The Campus Architect will submit a Memorandum to the Planning Director that 1) provides an updated Project Description, 2) includes the Project Checklist -- amended to include feedback from the City-University Project Roundtable, and 3) outlines the project schedule. These documents will be shared with relevant City Commissions, Boards and Committees as an Information Item or Discussion item (decided jointly by Campus Architect and Planning Director). 	<p>The documents listed in bullet #1 will be shared with the Planning Director within two weeks of CPC approval of project feasibility.</p> <p>The Documents listed in bullet #2 will be shared with the Planning Director six weeks prior to the 4x6 Committee meeting, which will occur in the Design Phase.</p>	
<p>University and City Project Meetings</p>				
<p>Preliminary project discussions between Campus Architect and Planning Director</p>	<p>LRDP projects and off-campus capital projects that are valued at more than five million dollars.</p> <p>Public ROW and private development projects adjacent to campus.</p>	<p>Standing monthly meeting between Campus Architect and Planning Director to discuss Project Tracking Sheet (see Attachment B) that lists University projects of mutual interest within the 2021 LRPD City Environs (see map) and City projects within adjacent to campus properties or within the Southside or Downtown Plan Areas.</p>	<p>This meeting will occur monthly. Each party will be responsible for entering their projects into the Project Tracking Sheet (see Attachment B) 24 hours prior to scheduled meeting.</p>	
<p>University to meet with elected council person representing the district where the project is proposed</p>	<p>LRDP projects and off-campus capital projects that are valued at more than five million dollars.</p>	<p>The purpose of this meeting is to seek early input on project concept that could be incorporated into the University's feasibility studies.</p>	<p>The Planning Director will schedule and attend this meeting. The Campus Architect will prepare materials for the meeting. This meeting will occur during the University's Feasibility Phase prior to CPC approval.</p>	
<p>Planning Director to attend University Design Review Committee meeting</p>	<p>LRDP projects and off-campus capital projects that are valued at more than five million dollars are required to show consistency with the City of Berkeley's adopted plans.</p>	<p>An email invitation to attend (as an interested observer) the University DRC meeting will be sent to the Planning Director</p>	<p>Email invitation to be sent as early as possible, but no less than two weeks before the meeting, which will occur in the Feasibility and/or Design Phase(s).</p>	

Attachment A: Communication Plan

REQUIRED ACTIVITY	REQUIRED FOR	DELIVERABLE	TIMING	NOTES
City and University staff attend a Project Roundtable Meeting	LRDP projects and off-campus capital projects that are valued at more than five million dollars, on-campus projects that affect the City's transportation network or sewer system, and any University project requiring services from Toxics Management Division, Fire or Police.	A Project Roundtable Meeting with University and City staff to review and discuss Preliminary Project Designs . to be provided by the University.	This meeting will occur at the earliest date possible after 1) documents in bullet #1 are delivered to the Planning Director and 2) Preliminary Project Designs are ready to be shared with City staff.>> before other commissions	
Written feedback / action items after Project Roundtable Meeting		The City will suggest updates to the Project Checklist and will provide feedback on Preliminary Project Designs that the University may consider as it moves forward into the Design Phase. The City will take notes during this meeting.	If Preliminary Project Designs are provided two weeks prior to this meeting, staff will try to provide written comments -- in addition to verbal feedback -- at the meeting. Otherwise, the City will provide written comments/meeting notes within two weeks of the meeting date.	
Public Outreach				
Project Information Page on Capital Strategies website	<i>not required by Settlement Agreement</i>	Project Information Page will provide the general public with information about the project, including general scope, location and schedule.	Project Information Page will be established during the Design Phase	
4x6 (City/UC/Student Relations) Committee	Campus capital projects located in the City environs.>> over 5 million	The Campus Architect and Planning Director will mutually agree upon which of the Commissions, Boards and Committees listed in this table will receive project information and whether information will be shared as a Discussion Item or Information Item. The Campus Architect's Memorandum to the Planning Director (noted in bullet #2 under Project Evaluation) will be shared as agenda materials at relevant Boards, Commissions and Committees. The Campus Architect will provide presentation slides if the project is presented as a Discussion Item.	The project will be shared with the 4x6 Committee within six weeks (or at first available meeting) of the Planning Director receiving agenda materials. Subsequent meeting dates will be mutually agreed upon by the Campus Architect and the Planning Director to best share project information and reflect project progress.	4.3.2. Off-Campus Projects. The University will submit all capital projects off of the main campus with an anticipated value in excess of \$5 million to the City's Planning Director and will either incorporate the City Planning Director's comments into the project or explain in writing its decision not to do so. Additionally, the University will submit all capital projects off of the main campus with a value in excess of \$5 million to the City's 4x6 City/Student/UC committee so that the committee and/or its members may provide comments to the University regarding such projects. When the University determines that it will not implement such projects consistent with the City's adopted planning and zoning documents, the University will, upon the request of the City's Planning Director, provide a written explanation of the reasons for such decision.
Commission Review: Zoning Adjustments Board (ZAB)	Campus capital projects located in the City environs that do not go before LPC or DRC.		In the event that the project changes significantly between the 4x6 Committee meeting and subsequent meetings, the Campus Architect will have the opportunity to submit an updated version of the Memorandum to the Planning Director two weeks prior to a scheduled public meeting.	
Commission Review: Landmarks Preservation Commission (LPC)	Campus capital projects located in the City environs. Those that affect City landmarks or structure of merit sites, or are located within an historic district, will go before LPC. All others will go before ZAB or DRC.			
Commission Review: Design Review Commission (DRC)				
Commission Review: Transportation & Infrastructure Commission (TIC)	Campus capital projects located in the City environs that significantly change the ROW or modify traffic circulation in a manner inconsistent with adopted City planning documents.			
CEQA Review - Cultural Resources	Off-campus and LRDP projects that impact State- and local-designated cultural resources	The University will provide City staff access to the University Archives.	ongoing	
Final Review				

Attachment A: Communication Plan

REQUIRED ACTIVITY	REQUIRED FOR	DELIVERABLE	TIMING	NOTES
Planning Director Review	LRDP projects and off-campus capital projects that are valued at more than five million dollars.	The City will provide a Response Letter to the Campus Architect that outlines issues raised during project review and public outreach for the University's consideration.	The City's Response Letter will be delivered to the Campus Architect within two weeks of the City's <i>last</i> public outreach meeting where the project is a Discussion or Information Item and no less than two weeks prior to the University's anticipated project approval / action date. Prior to approving the project, the University will provide a Final Letter to the Planning Director.	<p><i>4.3.2. Off-Campus Projects. The University will submit all capital projects off of the main campus with an anticipated value in excess of \$5 million to the City's Planning Director and will either incorporate the City Planning Director's comments into the project or explain in writing its decision not to do so.</i></p> <p><i>Additionally, the University will submit all capital projects off of the main campus with a value in excess of \$5 million to the City's 4x6 City/Student/UC committee so that the committee and/or its members may provide comments to the University regarding such projects.</i></p> <p><i>When the University determines that it will not implement such projects consistent with the City's adopted planning and zoning documents, the University will, upon the request of the City's Planning Director, provide a written explanation of the reasons for such decision.</i></p>
The University's Response to Planning Director		The University will provide a Final Letter that responds to the City's Response Letter and describes what, if any action, can be taken to address issues raised.		

REQUIRED ACTIVITY	REQUIRED FOR	DELIVERABLE	TIMING
Projects Requiring Permits for Work in the Right of Way (ROW)			
Engineering Permits	Required for construction projects that impact City infrastructure (such as sidewalks, streets, and sewers) or protected environmental areas (such as creeks).	Complete an Engineering Permit application form and plans and submit to the Permit Service Center for review.	The need for City-issued permits for work in the ROW will be discussed at the Project Roundtable Meeting . Submission and review timelines will follow standard procedures in the Permit Service Center.
Temporary No Parking Sign	Required to park a moving container, truck, or debris box or to occupy/block the ROW during construction.	Complete an application form and submit to the Permit Service Center for review. If approved, you must post your No Parking signs at least 72 hours before the prohibition begins.	
Concrete Permits for Sidewalks and Driveways	Required for projects that involve work to the sidewalk, driveway approach, gutters, curbs, etc. must follow the concrete specifications.	Complete an Engineering Permit application form and plans and submit to the Permit Service Center for review. Projects must follow the pedestrian access requirements to ensure pedestrian safety.	
Street and Sidewalk Use Permits	Required for projects that need to store materials, equipment, or debris in the public right of way. Examples of when this might be needed include for deploying a crane, closing a lane of traffic, or installing a temporary debris bin.	Complete an Engineering Permit application form and plans and submit to the Permit Service Center for review. These projects typically require a traffic control plan and pedestrian control plan. Ensure that crews follow best practices to prevent pollution run-off.	
Sewer and Storm Drain Permits	Required to install, relocate, repair, or replace of sewer laterals or storm drains in the public right-of-way.	Complete an Engineering Permit application form and plans and submit to the Permit Service Center for review.	
Utility Permits	Required when doing any construction work that involves utilities such as gas, electricity, sewer, or small wireless facilities.	Complete a permit application which is submitted by the utility company. NOTE: Notify Underground Service Alert at (800) 227-2600 at least two working days before you excavate.	
Encroachment Permits	Required when installing above ground features that protrude into the ROW (such as awnings and balconies) or below ground features (such as tie backs to hold vertical excavation).	Complete a permit for a major or minor encroachment permit in the ROW with the PSC. Once issued, the applicant must record the permit with the County.	
Installing New Sewer Lateral	Required when installing a new sewer lateral.	Complete a PSL Permit application form and plans and submit to the Permit Service Center for review. After the new lateral is installed, the contractor shall apply with the PSL Program for the PSL Certificate and will schedule a verification test with a City inspector.	
Forestry: Prune or Remove Street Trees	Required when pruning or removing a City tree.	A tree pruning/removal permit is required from Parks/Forestry. by Call Customer Service at (510) 981-2489 or email trees@cityofberkeley.info for more information.	
Projects Requiring City-University Coordination			

Attachment B: Coordination Plan

Internal

REQUIRED ACTIVITY	REQUIRED FOR	DELIVERABLE	TIMING
Projects with National Pollutant Discharge Elimination System (NPDES) Permits (during and after construction)	Projects with NPDES permit for stormwater runoff generated during construction and on-going operations	Electronic copy of the NPDES permit and any correspondence with the California State Water Resources Control Board (SWRCB) on issues regarding monitoring and compliance, including inspection reports conducted during the rainy season.	The City Engineer should be copied on all formal communication with the SWRCB at the time that correspondence is sent or received.
Projects subject to Certified Unified Program Agency (CUPA)	Projects and facilities that involve the cleanup, use, disposal and/or storage of hazardous materials.	The University to share plans, such as Phase 1 & 2 Environmental Reports, Soil Management Plans, Remedial Action Plans, Hazardous Business Plans, and routine monitoring reports with COB.	The University will include the City as a recipient on distribution lists of environmental reports or plans prepared for and by the University.
		The University to provide access for routine and required inspections.	The University will ensure the City has updated contact information in order to arrange timely access for inspections.
The Berkeley Police Department may support police and emergency response for University-owned projects in the City environs, but the University is the primary responding agency for University-owned properties.	<i>(courtesy request)</i>	Sharing of final schematics for new development.	Pre-construction (End of Design Phase beginning of Construction Phase) – Once final schematics are complete and construction is eminent, BPD needs to understand the proposed construction, in the event that emergency services are needed during construction (example: emergency access during subterranean excavation). This is not a review, but a courtesy sharing in case there is an emergency that BPD needs to respond to during construction.
		Tour of completed project.	Project completion (prior to occupancy) – BPD to receive a tour new buildings or facilities to understand the space and hazardous materials utilized.
The Berkeley Fire Department (BFD) is the primary agency for fire and emergency response in the City of Berkeley. Alameda County is currently the primary agency under contract for fire and emergency response on Lawrence Berkeley National Lab property.	All buildings in the City of Berkeley - this includes buildings on campus and mutual aid response for Lawrence National Berkeley Lab, but does not currently include primary responder status or permitting for buildings on Lawrence Berkeley National Lab property.	Coordination between the University and the City in order to meet the standards outlined in State Fire Code.	Coordination between the University and the City in order to meet the standards outlined in State Fire Code.

REQUIRED ACTIVITY	REQUIRED FOR	DELIVERABLE	TIMING
		Sharing of final schematics for new development.	Pre-construction (End of Design Phase beginning of Construction Phase) – Once final schematics are complete and construction is eminent, BFD needs to understand the proposed construction, in the event that emergency services are needed during construction (example: emergency access during subterranean excavation). This is not a review, but a courtesy sharing in case there is an emergency that BPD needs to respond to during construction.
		A tour of completed project.	Project completion (prior to occupancy) – BFD to receive a tour new buildings or facilities to understand the space and hazardous materials utilized.
Other Project Actions Requiring Early Coordination			
Subdivisions, Lot Line Adjustments and Mergers	Projects looking to adjust, subdivide or merge parcels	see specific regulations or ordinances for requirements.	Share status of these activities at the Round Table mentioned above.
Address Assignments	Projects needing a new address		
Development Near City Creeks	Projects within 30 feet of the centerline of an open creek and within 25 feet of the centerline of a culverted creek		
Development Impacting Coast Live Oak Trees	Projects that require removal or excessive pruning to a Live Oak require exemption to Title 6.52 of the Berkeley Municipal Code.		
Projects in the City-Environs with for-profit Commercial Tenants			
Business Licenses, Use Permits and Payment of Impact Fees	Commercial tenants in buildings leased to non-University parties by the University (when such buildings are not on the main campus or the Clark Kerr Campus) that operate for the sole purpose of generating revenue	The University will add language leases signed after July 31, 2023 that requires commercial tenants in buildings leased to non-University parties by the University (when such buildings are not on the main campus or the Clark Kerr Campus) for the sole purpose of generating revenue (as opposed to carrying out the program of the University) to obtain City business licenses and use permits and pay applicable fees, including but not limited to impact fees. >> annual report on housing production that is delivered to COB OED to include address, number of spaces and square footage.	Leases signed after July 31, 2023



The purpose of this checklist is to convey campus project information to the City and to document plans, policies, and permits that may be applicable to university capital projects. The checklist is intended to track key project milestones, as well as comments discussed at the Roundtable. It is a working document that is updated through the collaborative planning process.

1 | General Project Information (Checklist Revision Date: _____)

Project Name:	
Project Location (Address):	
Anticipated Project Budget:	
UC Approvals (Past):	
UC Approvals (Future):	
Current CPC Phase:	
Anticipated Construction Period:	
Brief Project Description:	
Anticipated Utility and Infrastructure Connections	<input type="checkbox"/> PG&E <input type="checkbox"/> City Wastewater/Sewer <input type="checkbox"/> City Stormwater <input type="checkbox"/> Campus Power
Does the project involve a listed historic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Anticipated Environmental Review Process	<input type="checkbox"/> General/Statutory Exemption <input type="checkbox"/> Categorical Exemption (Class(es) _____) <input type="checkbox"/> Other Environmental Doc: <input type="checkbox"/> Initial Study <input type="checkbox"/> EIR <input type="checkbox"/> Programmatic <input type="checkbox"/> Project-Specific <input type="checkbox"/> Additional Project Analysis <input type="checkbox"/> Addendum _____ <input type="checkbox"/> Subsequent <input type="checkbox"/> Supplement to EIR Other: _____



2 | Review Milestones

Instructions: As a project advances, add the date each task is complete, with notes to indicate key outcomes at each step in the process.

Phase	Milestones	Date Complete	Notes
Concept	CPC Concept Approval		
	Planning Director / Campus Architect Discussion		
Feasibility	Campus Design Review		
	Planning Director / Campus Architect Discussion		
	Meeting w/ Local Councilperson(s) and Planning Director		
	CPC Feasibility Approval		
Design	Project Roundtable Meeting	<input type="checkbox"/> Draft Checklist: _____ <input type="checkbox"/> Meeting: _____ <input type="checkbox"/> COB Response: _____	
	Project Description and Checklist submitted to the Planning Director		
	4x6 Review		
	City Commissions <ul style="list-style-type: none"> ○ Zoning Adjustments Board ○ Design Review Committee ○ Landmark Preservation Commission ○ Transportation & Infrastructure 		
	Other Public Meetings		
	CEQA-related Notifications	<input type="checkbox"/> Notice of Exemption <input type="checkbox"/> Notice of Preparation <input type="checkbox"/> Scoping Hearing <input type="checkbox"/> Comment Hearing <input type="checkbox"/> Notice of Determination <input type="checkbox"/> Other: _____	
	City's Written Comments to University		
	University's Response to City Comments		
	Project Design/CEQA approval(s)		



3 | City Local Plans and Zoning Standards Summary

Instructions: Check boxes to indicate whether a planning document is applicable to the proposed project. In the notes column, briefly describe how a projects aligns or would vary from each relevant plan.

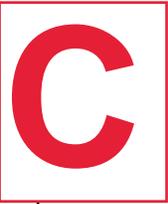
City Zoning District: _____	Are the proposed uses allowable by City zoning and/or land use regulations? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Notes:
Applicable land use plans:	<input type="checkbox"/> General Plan <input type="checkbox"/> Downtown Area Plan <input type="checkbox"/> Streets and Open Space Plan <input type="checkbox"/> Southside Plan <input type="checkbox"/> University Ave Strategic Plan	Notes:
Applicable transportation plans:	<input type="checkbox"/> Strategic Transportation Plan <input type="checkbox"/> Pedestrian Plan <input type="checkbox"/> Bicycle Plan	Notes:
Applicable climate initiatives:	<input type="checkbox"/> Climate Action Plan <input type="checkbox"/> Green Building Requirements <input type="checkbox"/> Natural Gas Prohibition <input type="checkbox"/> LEED-Gold in C-DMU Zone <input type="checkbox"/> Low Carbon Concrete <input type="checkbox"/> Waste Diversion Regulations <input type="checkbox"/> Existing Building Electrification Plan	Notes:
Applicable infrastructure and utility plans:	<input type="checkbox"/> Green Infrastructure Plan	Notes:
Other Applicable City Zoning Standards:	<input type="checkbox"/> Coastal Live Oak Ordinance <input type="checkbox"/> Creek Ordinance <input type="checkbox"/> Landmarks Preservation Ordinance <input type="checkbox"/> Demolition Ordinance	Notes:



4 | Graphics Package and Design Elements

Instructions: Attach the listed documents to this checklist when transmitting. The purpose of the graphics package is to convey key project information to city staff to help them understand the project. These documents align with materials that would be developed for future Regental project approval items. Provide a brief description for how the project responds to local development standards and design guidelines.

<p>Graphics Package:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Location Map <input type="checkbox"/> Site Plan <input type="checkbox"/> Floor Plans <input type="checkbox"/> Elevations/Sections <input type="checkbox"/> Site Utility and Infrastructure <input type="checkbox"/> Summary of Project Features that support the UC Policy on Sustainable Practices and City Climate Action Plan <input type="checkbox"/> Exterior design materials and/or renderings (if available) 	<p>Notes:</p>
<p>Local Development Standards</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Height: <input type="checkbox"/> Bulk: <input type="checkbox"/> Setbacks: <input type="checkbox"/> FAR: <input type="checkbox"/> Open Space: <input type="checkbox"/> Parking: <input type="checkbox"/> CDMU Privately Owned Public Space: <input type="checkbox"/> Other: 	<p>Notes:</p>
<p>Applicable Design Review Guidelines:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Downtown Area Plan Design Guidelines <input type="checkbox"/> Southside Area Design Guidelines <input type="checkbox"/> University Avenue Design Guidelines <input type="checkbox"/> Citywide Design Guidelines <input type="checkbox"/> Parking and Driveway Design Guidelines 	<p>Notes:</p>



5 | Permit and Other Coordination Items:

Instructions: Indicate anticipated permits that would be sought from the city during construction. Some of these items may be discussed and amended at the project roundtable meeting.

Applicable Permits:	<ul style="list-style-type: none"><input type="checkbox"/> Engineering Permits<input type="checkbox"/> Right of Way Permits<input type="checkbox"/> Street and Sidewalk Use Permits<input type="checkbox"/> Sewer and Storm Drain Permits<input type="checkbox"/> Utility Permits<input type="checkbox"/> Encroachment Permits<input type="checkbox"/> Sewer Lateral Permit<input type="checkbox"/> Forestry Permit<input type="checkbox"/> NPDES Permits (National Pollutant Discharge Elimination System) for stormwater runoff<input type="checkbox"/> CUPA Permits (Certified Unified Program Agency) for Hazardous Materials	Notes:
Commercial Business Requirements:	<ul style="list-style-type: none"><input type="checkbox"/> Business Licenses<input type="checkbox"/> Use Permits<input type="checkbox"/> Impact Fees associated with non-University uses	
Other:	<ul style="list-style-type: none"><input type="checkbox"/> Subdivision Act<input type="checkbox"/> Address Assignment<input type="checkbox"/> Coordination with Other Local Agencies (e.g., PG&E, EBMUD, Transit, etc)	



UC BERKELEY – CITY OF BERKELEY SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into and effective as of the date last signed below (“Effective Date”), by and between the City of Berkeley (“City”), a charter city, and the Regents of the University of California (“Regents”) and the University of California, Berkeley campus (the “University”) (each a “party” and collectively the “parties”).

RECITALS

WHEREAS, the City is a municipal corporation established pursuant to Article XI of the California Constitution; and

WHEREAS, the University is a constitutionally created entity pursuant to Article IX, Section 9 of the California Constitution, with property located within the City’s boundaries; and

WHEREAS, the University and the City entered into the 2020 LRDP Litigation Settlement Agreement in 2005 (the “2005 Settlement Agreement”), in order to settle litigation with respect to the University’s 2020 Long Range Development Plan (“2020 LRDP”) and the related Environmental Impact Report (“2020 LRDP EIR”); and

WHEREAS, the 2005 Settlement Agreement terminates at the conclusion of the 2020-2021 academic year (on or about August 13, 2021); and

WHEREAS, the Regents have adopted the 2021 Long Range Development Plan (“2021 LRDP”) and certified the 2021 LRDP EIR on July 22, 2021; and

WHEREAS, in addition to evaluating the environmental effects of the 2021 LRDP, the 2021 LRDP EIR includes project-level review of two proposed student housing projects, the “Anchor House Student Housing Project” and the “People Park’s Housing Project;” and

WHEREAS, in June 2019, the City filed a lawsuit challenging the adoption of the Supplemental Environmental Impact Report for the Upper Hearst Development for the Goldman School of Public Policy; and

WHEREAS, on December 29, 2020, the City moved to be made a party to case, *Save Berkeley’s Neighborhoods v. UC Regents, Case No. RG19006256*. The action relates to the University’s proposed intercollegiate beach volleyball facility at its Clark Kerr Campus and reformation of the Declaration of Covenants and Restrictions relating to land use restrictions at the Clark Kerr Campus entered into by the University in 1982. The Alameda County Superior Court granted the City’s motion on January 28, 2021; and

WHEREAS, the parties wish to continue and enhance the cooperative relationship they have enjoyed during the term of the 2005 Settlement Agreement as well as to settle ongoing disputes over certain University projects and avoid litigation over certain pending and future University projects, including the 2021 LRDP and the aforementioned housing projects; and

WHEREAS, the parties have negotiated in good faith and agreed to the terms of this Agreement.



NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the City and the University agree as follows:

1. **STATEMENT OF SHARED GOALS AND PRINCIPLES**

1.1 The City recognizes the significant contributions that the University makes to the surrounding community and supports its efforts to plan for its future needs.

1.2 The University recognizes that the City environs are as much a part of the University experience as the campus itself, and the quality of City life is a large part of what makes the University a unique and desirable place to learn, work, and live.

1.3 The City wishes to work cooperatively with the University in planning for future capital projects on the Clark Kerr Campus and City Environs and advance projects that will improve the neighborhoods adjacent to the main campus and the Clark Kerr Campus.

1.4 The City and University have successfully completed various planning documents including the 2001 Transportation Demand Management Study, the 2003 Draft Southside Plan and the 2012 Downtown Area Plan, with broad citizen participation and community engagement.

1.5 The 2005 Settlement Agreement resulted in a historic partnership between the parties, including a joint planning process for the Downtown area, annual payments to support city services and the initiation of the Chancellor's Community Partnership Fund.

1.6 The City and the University wish to build on the positive relationship established through the 2005 Settlement Agreement.

1.7 The City and the University support efforts to increase the production and supply of housing for University students, to reduce housing instability and pressures on the city housing market.

1.8 The City seeks to increase the availability and production of housing at all income levels, and is evaluating zoning adjustments (e.g. by allowing construction of housing facilities up to twelve stories) to encourage the construction of more student housing in the City's Southside Area, located directly south of the University's main campus.

1.9 The City and the University have a shared interest in collaboration to improve their surrounding community, in particular neighborhoods that are adjacent to the main campus.

1.10 To wit, the University makes annual contributions to the City's Proposition 218 Stormwater and Street Light Fund, the Downtown Berkeley Association, and the Telegraph Improvement District.

1.11 The parties acknowledge the importance to the City of maintaining properties on the City's tax rolls, and the University commits that University-owned land will always be the first option explored by the University for both new program space and parking.



1.12 The University has set a goal in its 2021 Long Range Development Plan to limit undergraduate enrollment over the term of the planning horizon to an average of one percent per year, compounded annually.

2. **DEFINITIONS & ABBREVIATIONS**

2.1 The Upper Hearst Development for the Goldman School of Public Policy shall be referred to herein as “Upper Hearst Project,” and the Supplemental Environmental Impact Report prepared for the Upper Hearst Project shall be referred to herein as “SEIR”.

2.2 The “main campus” of the University is defined as all property owned by the University within the area bounded by Hearst Avenue to the north, Gayley Road/Piedmont Avenue to the east, Bancroft Way to the south, and Oxford Street/Fulton Street to the west.

2.3 The “Clark Kerr Campus” of the University is defined as all property owned by the University within the area bounded by Dwight Way to the north, East Bay Regional Park District to the east, Derby Street to the south, Warring Street to the west.

2.4 “Section” refers to each numbered paragraph of the Agreement.

2.5 Unless this Agreement specifically states otherwise, all terms are binding on the parties only during the term of the Agreement.

3. **FINANCIAL CONSIDERATION: ANNUAL PAYMENT**

3.1 The University agrees to make an annual payment to the City of \$4,100,000, which amount shall be increased annually by three percent compounding as described in Section 3.4 below (the “Annual Payment”) each year from 2021 through 2036 inclusive. The University shall make each Annual Payment each year by July 1 or, in 2021, by the Effective Date.

3.2 The Annual Payment is intended to be comprehensive and is inclusive of any costs to mitigate financial impacts to the City resulting from the approval, adoption or certification of the following projects: (1) the Upper Hearst Project and the SEIR, (2) any projects implementing the 2021 LRDP, including projects located on the main campus, the Clark Kerr Campus, and any other projects located off of the University’s main campus that consist of at least 80 percent assignable square footage of housing, (3) the Anchor House Student Housing Project, and (4) the People’s Park Housing Project. The City reserves all of its rights with regards to off-main campus capital projects that are not identified in this paragraph.

3.3 The Annual Payment shall not eliminate or otherwise supersede ongoing fees for services paid to the City by the University as of June 1, 2021, which fees may be increased pursuant to Section 5.1 of this Agreement. The Annual Payment supersedes and replaces the contributions specified in the 2005 Settlement Agreement annual allocation.

3.4 Except as provided in Sections 3.5 and 3.6, the City shall allocate the Annual Payment funds as follows, unless otherwise agreed to by the parties during the term of the Agreement. Each allocation is individually subject to the annual three percent increase and



shall be transferred to the City in a single payment no later than July 31st of each year during the term of the Agreement. The City is not required to spend the entire Annual Payment every year, and may accumulate funds from year to year. This agreement provides a funding mechanism only and does not constitute approval of any of the improvements listed herein.

3.4.1. \$2.8 million (increased by three percent per year) for fire and other City services;

3.4.2. \$1.3 million (increased by three percent per year) for capital projects and other services benefiting residents living within one-half mile of the University's main campus boundaries and the Clark Kerr Campus, including but not limited to a joint BPD-UCPD Telegraph Area Beat (a community-based policing program). Priorities for these projects shall be determined by City and University leaders pursuant to Section 3.7.

3.5 Notwithstanding the above, with regard only to the Annual Payment made in 2021 ("2021 Annual Payment"):

3.5.1. \$920,000 shall be allocated by the City to the City's Housing Trust Fund, in recognition of the demolition of eight rent-controlled units at 1921 Walnut Street for the Anchor House Student Housing Project;¹

3.5.2. \$130,000 shall be allocated by the City for a permanent restroom in the Telegraph area;

3.5.3. An amount determined through joint planning between the City and the University will be allocated to fund a day-time drop-in/service center in the Telegraph area for the unhoused population;

3.5.4. The City shall allocate the remainder of the 2021 Annual Payment as it determines to be appropriate.

3.6 Notwithstanding the above, with regard only to the Annual Payment made in 2022 ("2022 Annual Payment"):

3.6.1. \$250,000 shall be allocated by the City for Piedmont/Channing traffic circle pedestrian and street lighting improvements;

3.6.2. Amount to be determined for wildfire risk management and fuel reduction on UC owned property;

3.6.3. The City shall allocate the remainder of the 2022 Annual Payment in compliance with Section 3.4.

3.7 The City will spend not less than 30 percent of the Annual Payment on services and infrastructure (inclusive of any services or infrastructure funded pursuant to

¹ This amount does not replace or in any way impact any relocation benefits provided by the University to tenants at 1921 Walnut Street.

Sections 3.4.2, 3.5.2, 3.5.3, or 3.6.1) that benefit City residents living within one-half mile of the University's main campus boundaries and the Clark Kerr Campus. If the City fails to adhere to this commitment, then the University has the right to terminate this Agreement after providing the City written notice of the City's breach and a reasonable opportunity to cure the breach pursuant to Section 8.5. The Chancellor, Mayor, City Manager and Vice Chancellor for Administration shall meet annually to review the City's proposed list of projects and/or services satisfying the requirements of this Section. The parties shall use best efforts to reach mutual agreement on the list of expenditures, but the City shall make the allocations of its own expenditures, consistent with the terms of this Agreement. The City will not allocate any portion of the Annual Payment to the development of a new fire station, should the City decide to develop a new fire station during the term of this Agreement.

3.8 Beginning on July 1, 2023, the City shall make reasonable efforts to provide the University with an annual summary statement setting forth its use of the funds described in Section 3.4 since the prior Annual Payment. If the City fails to adhere to the commitments regarding its expenditures described in Section 3.4 above, then the University may (but is not obligated to) terminate this Agreement, after providing the City written notice of the City's breach and a reasonable opportunity to cure the breach pursuant to Section 8.5.

3.9 The University intends, but is not obligated, to continue to fund the Chancellor's Community Partnership Fund during the term of this Agreement in the amount of approximately \$300,000/year, increased by three (3) percent annually. The University shall provide a summary of these expenditures to the City annually.

4. COOPERATIVE RELATIONSHIP AND PLANNING REGARDING MATTERS OF MUTUAL CONCERN

4.1 The Chancellor, the Vice Chancellor for Administration, the Mayor, and the City Manager, and the City Attorney (as appropriate) will meet quarterly to review implementation of this Agreement and discuss areas of mutual interest or concern. The University will provide the City with timely written updates concerning its implementation of the 2021 LRDP, changes in enrollment, and campus housing production. The City and the University may mutually agree to reduce the frequency of these meetings to not less than annual if there is no longer a perceived need to meet as frequently as quarterly.

4.2 The University and the City will negotiate in good faith to establish within two years of the Effective Date a collaborative planning process for the City to review and comment upon campus capital projects located in the City environs and implementation of sustainable development standards prior to campus approval of such projects.

4.3 The University will continue its practice of typically voluntarily honoring the City's existing zoning standards in the design of projects off the main campus. The University will consult with City staff, the City Council and relevant commissions as well as community members about new projects off of the main campus and respond to any reasonably identified concerns presented during the public process. This consultation shall include, but not be limited to, the following actions:



4.3.1. LRDP Projects. While implementing the 2021 LRDP, the University will continue to review and consider the City's adopted planning and zoning documents, including without limitation the Downtown Area Plan (DAP) and the Southside Area Plan (SAP) when making decisions about the location of University facilities off of the main campus, and will use the design guidelines and standards prescribed in the DAP or SAP, as applicable, when designing projects in the respective plan areas to the extent they are consistent with the program for the building.

4.3.2. Off-Campus Projects. The University will submit all capital projects off of the main campus with an anticipated value in excess of \$5 million to the City's Planning Director and will either incorporate the City Planning Director's comments into the project or explain in writing its decision not to do so. Additionally, the University will submit all capital projects off of the main campus with a value in excess of \$5 million to the City's 4x6 City/Student/UC committee so that the committee and/or its members may provide comments to the University regarding such projects. When the University determines that it will not implement such projects consistent with the City's adopted planning and zoning documents, the University will, upon the request of the City's Planning Director, provide a written explanation of the reasons for such decision.

4.4 If campus undergraduate enrollment growth exceeds one percent per year on average over three consecutive years, then the Mayor, City Manager, the Chancellor and the Vice Chancellor for Administration shall meet to discuss the potential physical impacts of enrollment increases on the City and whether any amendments should be made to the terms of this Agreement to address the increase. The City shall present specific data and evidence to illustrate the physical impacts of campus enrollment increases on the City.

4.5 During the term of this Agreement, so long as there is demonstrated need on and in areas adjacent to University, the University will continue to fund a position of a campus social worker to work with the unhoused population who visit People's Park and in the broader Telegraph area, inclusive of Willard Park.

4.6 The City and University are parties to a Memorandum of Understanding (City of Berkeley Resolution No. 51,172-N.S.) regarding the development of the Clark Kerr Campus dated April 23, 1982 (the "MOU"). The terms of the MOU are not altered by this Agreement, though they are generally described for reference in this Section and its subsections. During the remaining term of the MOU, the University and the City will comply with the MOU by working cooperatively in planning and development of projects on the Clark Kerr Campus that would be constructed prior to the expiration of the time term of the MOU in 2032. The City and the University will also consult and work cooperatively regarding potential expanded public access to recreational facilities on the Clark Kerr Campus.

The MOU addresses the potential re-development of the property according to the Dwight-Derby Site Plan ("Site Plan") prior to 2032 (the time term of the MOU is fifty years). The MOU generally provides that the Clark Kerr Campus may not be developed, built upon, improved, operated, occupied, used or leased except as provided for and in accordance with the terms of the MOU. The MOU also generally provides that the University will maintain recreational facilities consistent with joint use agreements between the City and University. The



MOU also generally provides that the University will notify the City of Berkeley Landmarks Preservation Commission and provide 60 days to review and comment on any proposal to construct new buildings, demolish or significantly modify existing structures of architectural or historical significance, or remove existing landscaping or other significant site improvement. The MOU also generally provides that the University may depart from the plans, provisions, goals, and objectives of the Site Plan if such departure is authorized by resolution adopted by the City Council. The University reaffirms its commitment to work in partnership with the City as prescribed in the MOU.

With regard to any development planned to be undertaken by the University after the expiration of the MOU in 2032, but during the time term of this Agreement, the City will take a lead role in soliciting community input along with the University for capital renovation and capital projects (demolition, remodeling, retrofit and new construction) at the Clark Kerr Campus. The City and University will work cooperatively to develop any operational mitigations, if necessary, regarding capital renovation and capital Projects at the Clark Kerr Campus, and will consult and work cooperatively with the City regarding public access to recreational facilities on the Clark Kerr Campus.

4.7 The University's leadership will work with the City's elected officials and staff to study the impacts and plan for the potential closure of Alta Bates Hospital and its emergency room in Berkeley, and identify alternatives to continue emergency and acute care for the University and city population.

4.8 The University will cooperate in good faith with City efforts to collect and remit the City Parking Space Rental Tax from University-owned lots. The University will make best efforts to collect the tax from users by the date that the City begins collecting the tax from City-owned lots and demands collection by BART. The City acknowledges that the administrative processes between the City and the University related to collection of the tax must be established and that such establishment could preclude collection of the tax on behalf of the City prior to January 1, 2022.

4.9 The University shall require its commercial tenants in buildings leased to non-University parties by the University (when such buildings are not on the main campus or the Clark Kerr Campus) for the sole purpose of generating revenue (as opposed to carrying out the program of the University) to obtain City permits and pay City impact fees. The University shall determine in good faith whether a space is leased to carry out its programs or exclusively to generate income. Nothing in this Section prevents the City from disagreeing with the University's determination that a commercial tenancy is in furtherance of the University's program.

4.10 The University and the City will collaborate in good faith to reach an agreement regarding the University's master leasing of off-campus residential buildings, and will meet and confer in an effort to reach such an agreement within one year of the Effective Date. The University and City contemplate that such an agreement will set a date by which the University would reduce or eliminate its use of master leasing of residential facilities, excepting only temporary leasing necessary to create surge space during the renovation or construction of

campus housing facilities. This Section does not require either party to enter into such an agreement, but the parties shall use their good faith best efforts to do so.

4.11 The University and the City will work cooperatively in an effort to develop and implement plans to address the impacts of special events planned by either party or by third parties that impact the other party, including but not limited to graduations, game days, move-ins, move-outs, City parades, City street fairs, and temporary traffic changes. The parties will similarly consult about events planned by neither the City nor University but impacting both, such as free speech activities. The plans will address at least the following issues: street closures, temporary and permanent parking changes, illegal dumping, unlawful camping, and responses to persons experiencing homelessness.

4.12 The University commits in concept to assisting the City in its development of a new fire station by contributing land off of the main campus owned by the University as of the Effective Date and suitable for the development of a City fire station intended to serve the City and campus communities. The City and the University will engage in cooperative joint planning for a potential fire station in a location identified through such planning. This provision does not constitute a commitment by either party to entitle or fund a future fire station nor does this provision evidence that the City or the University have determined such a fire station to be necessary at this time.

4.13 The University will make a presentation to the City's Planning Director (who will share the information presented with the City's Design Review Committee for comment) regarding the Upper Hearst Project's proposed final design and exterior color scheme. The University will consider any comments and concerns raised regarding the design and color scheme by the City's Planning Director and address those concerns, in writing, prior to finalizing the construction drawings.

4.14 The University shall consider ground leasing to Resources for Community Development (or a similar private nonprofit housing developer) land at People's Park for the construction of a housing project to provide affordable and permanent supportive housing for the homeless. The University and City agree that the campus will entitle the project in order to enable the non-profit developer to fund and construct the project, and will work with the City and non-profit developer to support state and outside funding to complete the project. The obligations of the University regarding the supportive housing project are contingent upon compliance with the California Environmental Quality Act and the approval of the design of the project by the Board of Regents, which is presently scheduled to consider the project in September of 2021.

4.15 Explore relocation and the cost of relocating the eight-unit building at 1921 Walnut Street, if it is technically feasible, to a site to be determined, prior to the commencement of construction of the Anchor House Student Housing Project, so long as moving the building does not result in increased time to the Anchor House Student Housing Project and/or the University, or delay the construction of the Anchor House Student Housing Project.



4.16 Nothing in this Agreement shall be construed to limit, in any way, the land use or entitlement authority of the parties within their respective jurisdictions, nor to place any limits on either party's authority to undertake land use approvals, including but not limited to capital and other development projects, land use and development plans, or amendments thereto.

4.17 The University and the City will meet in good faith to discuss an extension or replacement of this Agreement beginning no later than two years prior to the Expiration Date, upon the request by either party for such a meeting.

4.18 If a third party challenges this Agreement in court, the parties will work cooperatively to defend the Agreement. If a court determines that there are legal deficiencies in the Agreement or the process used to adopt the Agreement, the parties will work in good faith to correct any legal deficiencies and readopt comparable terms.

5. **CITY SERVICES, FEES AND ASSESSMENTS**

5.1 During the term of the Agreement, the City will not increase any municipal or service fees currently charged to the University by more than the percentage increase applicable to the public generally for such fees or impose or apply any municipal fees (including without limitation sewer fees and any developer impact fees) to the University that are not already being paid by the University. For the purpose of determining the baseline fee to which such increases would apply, the fees charged as of June 1, 2021 shall be the fees that the University is obligated to pay, as those fees may be increased consistent with the fee increase limitation of this Section.

5.2 The City will not make any proposals to include property owned by the University in any new assessments without the prior consent of the University.

6. **CURRENT AND FUTURE LITIGATION**

6.1 **Upper Hearst.** The City agrees to promptly dismiss the Upper Hearst Project lawsuit with prejudice and will represent to any court in the remaining Save Berkeley's Neighborhoods lawsuit challenging the Upper Hearst Project and SEIR (Alameda County Superior Court Case No. RG19022887) that the City does not oppose the Upper Hearst Project or the SEIR. The parties will be responsible for payment of their own attorneys' fees and costs, regardless of any decision issued by the trial court. If the City terminates this Agreement pursuant to either Section 7.3 or 7.4 below, this Section 6.1 shall expressly survive such termination.

6.2 **Clark Kerr.** The City agrees to promptly dismiss the City as a party with prejudice in the Clark Kerr Covenants Lawsuit (Alameda County Superior Court Case No. RG19006256) and will represent to any court in the remaining Save Berkeley's Neighborhoods lawsuit challenging the Clark Kerr Covenants that the City has dismissed or intends to dismiss all causes of action in the lawsuit with prejudice. The parties will be responsible for payment of their own attorneys' fees and costs. If the City terminates this Agreement pursuant to either Section 7.3 or 7.4 below, this Section 6.2 shall expressly survive such termination.

6.3 **2021 LRDP, People’s Park Housing Project, and Anchor House Student Housing Projects.** The City agrees not to file any lawsuits, pursue any legal challenges, or directly or indirectly support any litigation (including without limitation through funding or by encouraging any litigation by an organization) that opposes: (1) the 2021 LRDP and 2021 LRDP EIR (2) the Anchor House Student Housing Project, (3) the People’s Park Housing Project, including without limitation the permanent supportive housing component; provided, however, the City retains all rights to challenge the Anchor House Student Housing Project and the People’s Park Housing Project if the University materially changes the scope of such projects in such a way that would cause new significant impacts or substantially increase the severity of impacts previously found to be significant. For avoidance of doubt, the City’s agreement in this Section with regard to the 2021 LRDP and 2021 LRDP EIR does not apply to amendments to the 2021 LRDP adopted during the term of this Agreement that are not adopted in furtherance of the projects described in Section 6.4 about which the City agrees that it will not file any lawsuit, pursue any legal challenges, or directly or indirectly support any litigation (including without limitation through funding or by encouraging any litigation by an organization) under the California Environmental Quality Act (“CEQA”) or any other theory. For the purposes of this Section, the scope of the Anchor House Student Housing Project and the scope of the People’s Park Housing Project are the respective project descriptions set forth in the 2021 LRDP EIR presented to the Regents for certification at its regular meeting in July 2021. If the City terminates this Agreement pursuant to either Section 7.3 or 7.4 below, this Section 6.3 shall expressly survive such termination.

6.4 **Future Campus Capital Projects, Off-Campus Housing Projects & Enrollment Decisions.** Unless the City terminates this Agreement pursuant to the termination rights described in Section 7.3 or 7.4 below, while the Agreement is in effect, the City will not file any lawsuit, pursue any legal challenges, or directly or indirectly support any litigation (including without limitation through funding or by encouraging any litigation by an organization) under CEQA or any other theory to challenge the University’s decision to approve: (1) a campus capital project on the University main campus or the Clark Kerr Campus (“Campus Capital Project”); (2) any other campus capital project off of the University main campus that consists of more than 80 percent assignable square footage of housing (“Off-Campus Housing Project”); or (3) any enrollment decision made by the State of California or the University (“Enrollment Decision”). Unless the City terminates this Agreement pursuant to the termination rights described in Section 7.4 described below, the City will also not file any CEQA action challenging an enrollment increase.

6.5 If Sections 6.3 or 6.4 are violated, this Agreement shall immediately terminate and be of no further force or effect, and the University need not comply with the notice and opportunity to cure provisions set forth in Section 8.5. If the City contends that the University has wrongfully invoked this Section and that the Agreement remains in effect in spite of the University’s contention that this Section applies, the City may commence a lawsuit alleging that this Agreement remains in effect and may seek injunctive relief to compel the University to comply with the Agreement’s terms.

6.6 For avoidance of doubt, the phrase “pursue any legal challenges, or directly or indirectly support any litigation” as used in Sections 6.1, 6.2, 6.3 and 6.4 means a formal action by the City to commence litigation or to provide City funds or City resources to



support litigation instigated by others, and does not mean the enactment of non-binding resolutions of the City Council or City boards and commissions, the statements of individual persons whether acting in their personal or official City capacities, or submission of comments to the University or other public agencies.

7. **TERMINATION**

7.1 This Agreement shall become effective upon execution of the undersigned, and shall supersede, replace, and terminate the 2005 Settlement Agreement in its entirety. Any monetary payments, if any, by the University to the City that would have been due on July 1, 2021 under the 2005 Settlement Agreement are replaced in full by the payment called for on July 1, 2021, in Section 3.1 of this Agreement. This Agreement shall terminate on June 30, 2037 (“Expiration Date”), or at such earlier date as set forth in this Agreement.

7.2 Intentionally Omitted.

7.3 Upon prior written notice to the University, the City may terminate this Agreement if the City decides to file a lawsuit challenging a Campus Capital Project or Off-Campus Housing Project, as defined in Section 6.4. If the City desires to file such a lawsuit, then the City may terminate this Agreement and permanently forego entitlement to future Annual Payments under this Agreement. In the event of such termination, the City’s obligation to not challenge project approvals under Sections 6.1, 6.2 and 6.3 expressly survive such termination. In the event of such termination, in such litigation or in any litigation filed by the City regarding a specific proposed capital project that is tiered from the 2021 LRDP EIR, the City shall not seek any compensation or damages related to enrollment increases at the University so long as the University does not increase campus undergraduate enrollment by an amount that exceeds one percent annual enrollment growth, compounded annually, compared to the 2020-2021 undergraduate enrollment level, at the time such litigation is filed.

7.4 Upon prior written notice to the University, the City may terminate this Agreement (which shall also permanently terminate the University’s obligation to make Annual Payments pursuant to Section 3.1 of this Agreement) if the University decides to increase campus undergraduate enrollment by an amount that exceeds one percent annual enrollment growth, compounded annually, compared to the 2020-2021 undergraduate enrollment level. In the event of such termination, the University and the City will have no further obligations under this Agreement except that the City’s obligation to not challenge a decision to approve the Upper Hearst Project, the 2021 LRDP, the Anchor House Student Housing Project and the People’s Park Housing Project under Sections 6.1, 6.2 and 6.3 expressly survives such termination.

8. **MISCELLANEOUS**

8.1 Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause or paragraph thereof.

8.2 The parties intend and agree that this Agreement, and each and every provision thereof, shall be binding and enforceable upon the parties according to the terms and provisions specified herein.



8.3 This written Agreement constitutes the entire Agreement between the parties as to the matters referred to herein. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other applicable written agreement.

8.4 After consultation with the undersigned counsel, each party to this Agreement represents and warrants that it authorized and has the capacity to enter into this Agreement, and that each signatory to this Agreement on its behalf is authorized and has the capacity to sign this Agreement on its behalf.

8.5 Except to the extent other remedies for default under this Agreement are otherwise specified herein, the parties' obligations under this Agreement shall be specifically enforceable, and any non-defaulting party may bring an action for specific performance or any other appropriate relief in the Superior Court, after providing written notice of breach to the breaching party and an opportunity to cure, as provided in Sections 8.5.1 to 8.5.2.

8.5.1. Except with regard to City breaches pursuant to Section 6.3 or Section 6.4, if a party to this Agreement believes another party has violated this Agreement, then the party asserting a violation shall notify the other party in writing. The notice shall state the nature of the alleged violation and any proposed corrective action or remedy.

8.5.1.1 If the University asserts that the City has improperly spent or allocated a portion of an Annual Payment pursuant to Sections 3.4, 3.5, 3.6, or 3.7, the University shall offer as one available corrective action that the City allocate an equivalent amount of City funds for eligible services the following year.

8.5.2. The notifying party and the party receiving notice shall meet within fourteen (14) calendar days after the receiving party receives the notice, unless a different date is agreed to by both parties, to attempt to resolve the issues raised by the notice. If the parties are unable to reach agreement on whether a breach has occurred and/or take corrective action or remedy the breach within forty-five (45) days after this meeting, then the parties may pursue any enforcement process permitted by this Agreement.

8.6 This Agreement is intended only for the benefit of the parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[The rest of this page has been intentionally left blank, followed by a signature page.]



7/27/2021

_____, 2021

CITY OF BERKELEY

DocuSigned by:

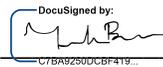

Jesse Arreguin
Mayor

DocuSigned by:


Dee Williams-Ridley
City Manager

Approved as to form:

CITY ATTORNEY

DocuSigned by:


Farimah Faiz Brown
City Attorney

7/27/2021

_____, 2021

UNIVERSITY OF CALIFORNIA,
BERKELEY

DocuSigned by:


Carol T. Christ
Chancellor

DocuSigned by:


Marc Fisher
Vice Chancellor, Administration

[Signatures continued on next page]



7/27/2021

_____, 2021

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

Approved as to form:
GENERAL COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:

Alison Krumbein

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Alison Krumbein
Attorney for the University of California and
the Regents of the University of California

May 28, 2024

Jordan Klein
Director of Planning and Development
City of Berkeley
[via email]

Subject: Proposed Project, Bancroft Student Housing

Dear Jordan,

As we have discussed, the Berkeley campus proposes to redevelop the UC-owned administrative building and parking lot at 2200 Bancroft. The proposed project would demolish the existing building and construct a new undergraduate student residence hall with up to 1,634 beds.

I am attaching a draft Collaborative Planning Framework Project Checklist for your consideration. The Checklist includes information about the project, as well as context for how the campus anticipates responding to the local planning guidance.

The campus is planning to bring this project to the UC Regents for approval at their November 12-14, 2024 meeting. Per the terms of the Collaborative Planning Framework, I look forward to discussing this very important campus project with you and your staff to help guide the project's development planning work while achieving this target approval date.

Sincerely,



Wendy Hillis, AIA
Assistant Vice Chancellor and Campus Architect
UC Berkeley

The purpose of this checklist is to convey campus project information to the City and to document plans, policies, and permits that may be applicable to university capital projects. The checklist is intended to track key project milestones, as well as comments discussed at the Roundtable. It is a working document that is updated through the collaborative planning process.

1 | General Project Information (Checklist Revision Date: May 24, 2024)

Project Name:	2200 Bancroft Housing
Project Location (Address):	2200 Bancroft Way, at Fulton Street
Anticipated Project Budget:	\$425,000,000
UC Approvals (Past):	UC Regents - Preliminary Planning Funding Approval, September 2023
UC Approvals (Future):	UC Regents - Budget, Finance, Design, and CEQA Approval, Anticipated November 2024
Current CPC Phase:	Design
Anticipated Construction Period:	October 2025 - July 2028
Brief Project Description:	The project would include demolition of the existing 2200 Bancroft administrative building and parking lot. The project would construct approximately 1,500-1,600 beds for undergraduate student housing. The project would include a student dining facility, social lounges, on-site laundry facilities, and a fitness center.
Anticipated Utility and Infrastructure Connections	<input checked="" type="checkbox"/> PG&E <input checked="" type="checkbox"/> City Wastewater/Sewer <input checked="" type="checkbox"/> City Stormwater <input type="checkbox"/> Campus Power
Does the project involve a listed historic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Anticipated Environmental Review Process	<input type="checkbox"/> General/Statutory Exemption <input type="checkbox"/> Categorical Exemption (Class(es) _____) <input type="checkbox"/> Other: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Initial Study <input type="checkbox"/> EIR <ul style="list-style-type: none"> <input type="checkbox"/> Programmatic <input type="checkbox"/> Project-Specific <input type="checkbox"/> Additional Project Analysis <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Addendum to the 2021 LRDP EIR <input type="checkbox"/> Subsequent <input type="checkbox"/> Supplement to EIR Other: _____

2 | Review Milestones

Instructions: As a project advances, add the date each task is complete, with notes to indicate key outcomes at each step in the process.

Phase	Milestones	Date Complete	Notes
Concept	CPC Concept Approval	<i>June 11, 2020</i>	
	Planning Director / Campus Architect Discussion		
Feasibility	Campus Design Review	<i>September 21, 2023</i>	
	Planning Director / Campus Architect Discussion		
	Meeting w/ Local Councilperson(s) and Planning Director	<i>November 9, 2023</i>	
	CPC Feasibility Approval	<i>December 13, 2023</i>	
Design	Project Roundtable Meeting	<input type="checkbox"/> Draft Checklist: _____ <input type="checkbox"/> Meeting: _____ <input type="checkbox"/> COB Response: _____	
	Project Description and Checklist submitted to the Planning Director	May 28, 2024	
	4x6 Review	TBD	
	City Commissions <ul style="list-style-type: none"> ○ Zoning Adjustments Board ○ Design Review Committee ○ Landmark Preservation Commission ○ Transportation & Infrastructure 	DRC - Anticipated TBD	<i>The University is not anticipating this project to be reviewed by ZAB, LPC, or the T&I Commission</i>
	Other Public Meetings		
	CEQA-related Notifications	<input type="checkbox"/> Notice of Exemption <input type="checkbox"/> Notice of Preparation <input type="checkbox"/> Scoping Hearing <input type="checkbox"/> Comment Hearing <input type="checkbox"/> Notice of Determination <input type="checkbox"/> Other: _____	
	City's Written Comments to University		Requested by the end of October, in advance of a November Regents meeting.
	University's Response to City Comments		
	Project Design/CEQA approval(s)	<i>Anticipated November 2024</i>	

3 | City Local Plans and Zoning Standards Summary

Instructions: Check boxes to indicate whether a planning document is applicable to the proposed project. In the notes column, briefly describe how a projects aligns or would vary from each relevant plan.

Topic Area	City Plans	UC Response
City Zoning District: <u>R-SMU</u>	Are the proposed uses allowable by City zoning and/or land use regulations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Notes: <ul style="list-style-type: none"> Residential use is allowable by City zoning.
Local Development Standards	<input checked="" type="checkbox"/> Height: <i>85 feet</i> <input checked="" type="checkbox"/> Density: <i>No Max; minimum 150 units/acre</i> <input checked="" type="checkbox"/> Bulk: <i>up to 100 percent lot coverage</i> <input checked="" type="checkbox"/> Setbacks: <i>Rear setback of 4 feet</i> <input checked="" type="checkbox"/> FAR: <i>7.0</i> <input checked="" type="checkbox"/> Open Space: <i>40 sf per 1,000 gross residential floor area</i> <input checked="" type="checkbox"/> Parking: <i>no minimum</i> <input type="checkbox"/> Other:	Notes: <ul style="list-style-type: none"> <u>Height</u>: The proposed project would be up to 276 feet tall (up to 26 stories), exceeding the local standard. The additional height enables the campus to achieve a bed count that is required to house existing students and address maintenance projects on existing housing without adding students to the local private housing market. <u>Density and FAR</u>: The proposed project would have a density of up to 695 units/acre and FAR of 11.4. <u>Bulk/Setbacks</u>: 0 feet, to fully utilize the project site. The rear of the project abuts a UC-owned parcel. <u>Open Space</u>: The project would have approximately 340,000 GSF of residential floor area and would include approximately 19,500 square feet of open space: Open space would include 1,500 square feet of atrium/court on Level 1, 2,000 square feet of dining terrace on Level 2, 6,000 square feet of activity terrace on Level 3, and up to 10,000 square feet of green roof on Level 4. This exceeds the development standard minimum of 14,000 square feet. <u>Parking</u>: No parking is proposed.
Applicable land use plans:	<input checked="" type="checkbox"/> General Plan <input type="checkbox"/> Downtown Area Plan <input checked="" type="checkbox"/> Streets and Open Space Plan <input checked="" type="checkbox"/> Southside Plan <input type="checkbox"/> University Ave Strategic Plan	Notes: <ul style="list-style-type: none"> The Project is generally consistent with the General Plan, including the Housing Element’s goal of producing adequate new housing capacity to meet current and future housing needs.

Topic Area	City Plans	UC Response
		<ul style="list-style-type: none"> • The SOSIP identifies Fulton Street as a bikeway. This is being implemented as part of the City’s Southside Complete Streets project. This project would not impact the proposed changes to Fulton Street. • The Project is identified as an opportunity site in the Southside Plan (Appendix A) and would generally be consistent with the Southside Plan, including Policy LU-A2 (Housing and mixed-use w/ housing for students should be UC’s highest priority on University-owned opportunity sites); Objective T-I (Encourage more housing in the Southside in order to reduce auto trips and facilitate travel on foot and bike); and Objective CC-F (Enhance the urban streetscape, landscaping and open space in the southside)
Applicable transportation plans:	<ul style="list-style-type: none"> ✓ Strategic Transportation Plan ✓ Pedestrian Plan ✓ Bicycle Plan 	<p>Notes:</p> <ul style="list-style-type: none"> • The proposed project would not impact the right-of-way improvements being implemented as part of the Southside Complete Streets project. However, the University will coordinate its construction traffic management plan with the city.
Applicable climate initiatives:	<ul style="list-style-type: none"> ✓ Climate Action Plan ✓ Green Building Requirements <ul style="list-style-type: none"> ✓ Natural Gas Prohibition ✓ LEED Gold in C-DMU Zone ✓ Solar PV, Battery/Energy Storage ✓ Low Carbon Concrete ✓ Waste Diversion Regulations (<i>65% of construction waste</i>) <ul style="list-style-type: none"> ❑ Electric Vehicle Charging (<i>10% of parking with stations; 40% EV Capable</i>) ✓ Water Efficient Landscaping Requirements (<i>comply with State WELO, EBMUD Section 31, Bay-Friendly Basics Landscape Checklist</i>) ❑ Existing Building Electrification Plan (<i>n/a</i>) 	<p>Notes:</p> <ul style="list-style-type: none"> • The Project will be generally consistent with the Climate Action Plan, including the following green building requirements: <ul style="list-style-type: none"> ○ <u>Natural Gas</u>: The Project will not use any natural gas. ○ <u>LEED</u>: The Project will comply with the UC Sustainable Practices Policy by achieving LEED Gold or higher. ○ <u>Solar PV</u>: The Project may install PVs or make the building rooftops solar-ready. ○ <u>Low Carbon Concrete</u>: The campus complies with CALGreen as required by the UC system, and will use low carbon concrete. ○ <u>Waste Diversion</u>: The Project will comply with waste diversion requirements during construction, as noted in the UC Sustainable Practices Policy and LEED. LEED requires at least 50% construction waste

Topic Area	City Plans	UC Response
		<div data-bbox="1236 172 1906 232" data-label="Text"> <p>diversion, and UC Berkeley capital projects typically divert 75% or more.</p> </div> <div data-bbox="1190 245 1894 370" data-label="List-Group"> <ul style="list-style-type: none"> ○ <u>Landscape</u>: The Project will include native and/or climate adaptive and drought-resistant plant materials. It will minimize water use in accordance with LEED and City requirements. </div>
Applicable infrastructure and utility plans:	<div data-bbox="678 410 1052 440" data-label="List-Group"> <ul style="list-style-type: none"> ✓ Green Infrastructure Plan </div>	<div data-bbox="1157 410 1850 483" data-label="Text"> <p>Notes: The project will purchase campus stormwater credits.</p> </div>
Other Applicable City Zoning Standards:	<div data-bbox="678 513 1083 667" data-label="List-Group"> <ul style="list-style-type: none"> <input type="checkbox"/> Coastal Live Oak Ordinance <input type="checkbox"/> Creek Ordinance <input type="checkbox"/> Landmarks Preservation Ordinance <input type="checkbox"/> Demolition Ordinance </div>	<div data-bbox="1157 513 1245 542" data-label="Text"> <p>Notes:</p> </div>

4 | Graphics Package and Design Elements

Instructions: Attach the listed documents to this checklist when transmitting. The purpose of the graphics package is to convey key project information to city staff to help them understand the project. These documents align with materials that would be developed for future Regental project approval items.

<p>Graphics Package:</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Location Map <input type="checkbox"/> Site Plan <input checked="" type="checkbox"/> Floor Plans <input checked="" type="checkbox"/> Elevations/Sections <input type="checkbox"/> Site Utility and Infrastructure <input type="checkbox"/> Summary of Project Features that support the UC Policy on Sustainable Practices and City Climate Action Plan <input type="checkbox"/> Exterior design materials and/or renderings 	<p>Notes:</p>
<p>Applicable Design Review Guidelines:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Downtown Area Plan Design Guidelines <input checked="" type="checkbox"/> Southside Area Design Guidelines <input type="checkbox"/> University Avenue Design Guidelines <input type="checkbox"/> Citywide Design Guidelines <input type="checkbox"/> Parking and Driveway Design Guidelines 	<p>Notes:</p>

5 | Permit and Other Coordination Items:

Instructions: Indicate anticipated permits that would be sought from the city during construction. Some of these items may be discussed and amended at the project roundtable meeting.

Applicable Permits:	<ul style="list-style-type: none"> ✓ Engineering Permits ✓ Right of Way Permits ✓ Street and Sidewalk Use Permits ✓ Sewer and Storm Drain Permits ✓ Utility Permits <input type="checkbox"/> Encroachment Permits <input type="checkbox"/> Sewer Lateral Permit <input type="checkbox"/> Forestry Permit ✓ NPDES Permits (National Pollutant Discharge Elimination System) for stormwater runoff <input type="checkbox"/> CUPA Permits (Certified Unified Program Agency) for Hazardous Materials 	Notes:
Commercial Business Requirements:	<ul style="list-style-type: none"> <input type="checkbox"/> Business Licenses <input type="checkbox"/> Use Permits <input type="checkbox"/> Impact Fees associated with non-University uses 	
Other:	<ul style="list-style-type: none"> <input type="checkbox"/> Subdivision Act ✓ Address Assignment ✓ Coordination with Other Local Agencies (e.g., PG&E, EBMUD, Transit, etc) 	Coordination with PG&E and EBMUD will be necessary for utility hook-ups. Some coordination with AC Transit may be required during construction.

2 SITE OVERVIEW



Figure 2 Campus Map with Southside Neighborhood

2.1 SITING

The project site is located at 2200 Bancroft Way, occupying 0.8 acres on the south side of Bancroft Way at its intersection with Fulton Street. The site encompasses a complete parcel with Assessor Parcel Number (APN) 55-1886-17-3 and a section of a neighboring parcel, APN 55-1886-025-01. The surrounding area consists of Bancroft Way to the north, the University of California, Berkeley's (UC Berkeley) Legends Aquatic Center to the east, Durant Avenue to the south, and Fulton Street to the west. UC Berkeley's Edwards Stadium lies directly across Bancroft Way to the north. The UC Berkeley Tang Center is situated further east beyond the Aquatic Center. Single-family residences, the Durant Park Apartments, a Shell gas station, and a campus Mini Mart border the site to the south across Durant Avenue. Restaurants, retail stores, and the Stadium Place apartment complex are located across Fulton Street to the west.

The project site falls under two zoning designations:

- City of Berkeley General Plan: Residential Mixed Use (designation)
- City of Berkeley Zoning District: Residential Southside Mixed-Use (R-SMU)

However, the University of California operates under a constitutional exemption. This means local land use regulations, including those from the City of Berkeley, don't apply when the university uses its property for educational purposes. The University's 2021 Long Range Development Plan (LRDP) designates the site as City Environs Land Use Zone (Southside).

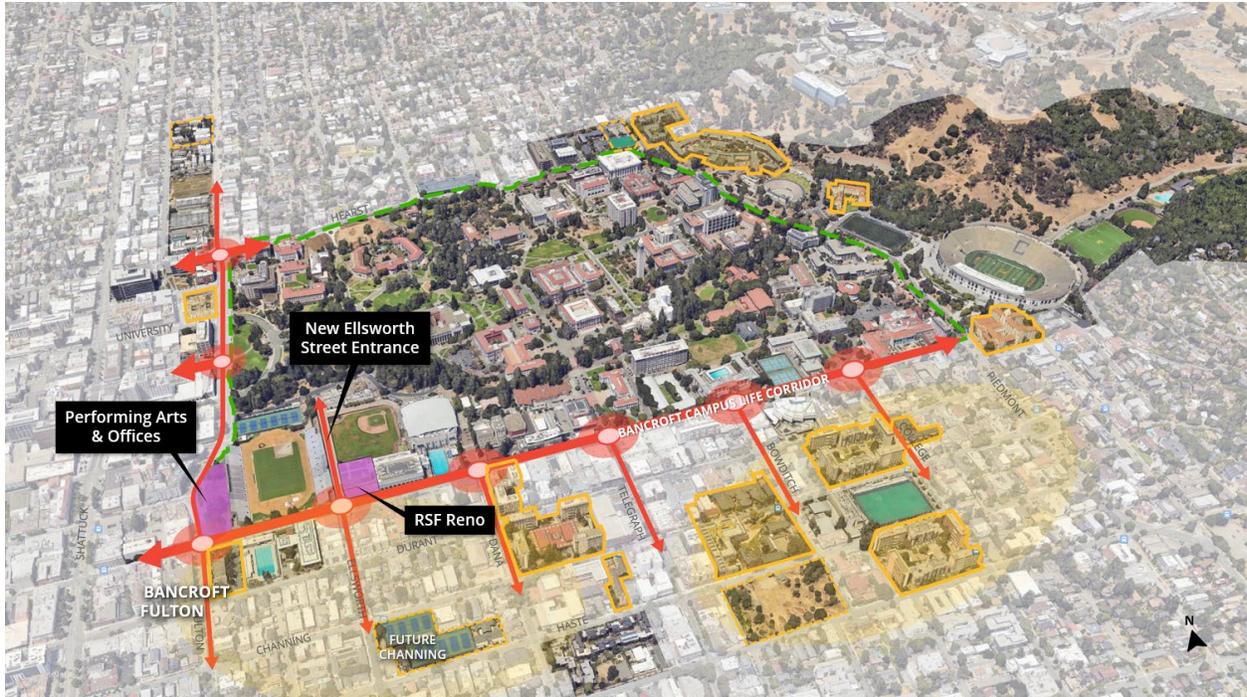


Figure 6 Access from the South Side neighborhood to Campus Park



Figure 7 Immediate Project Context

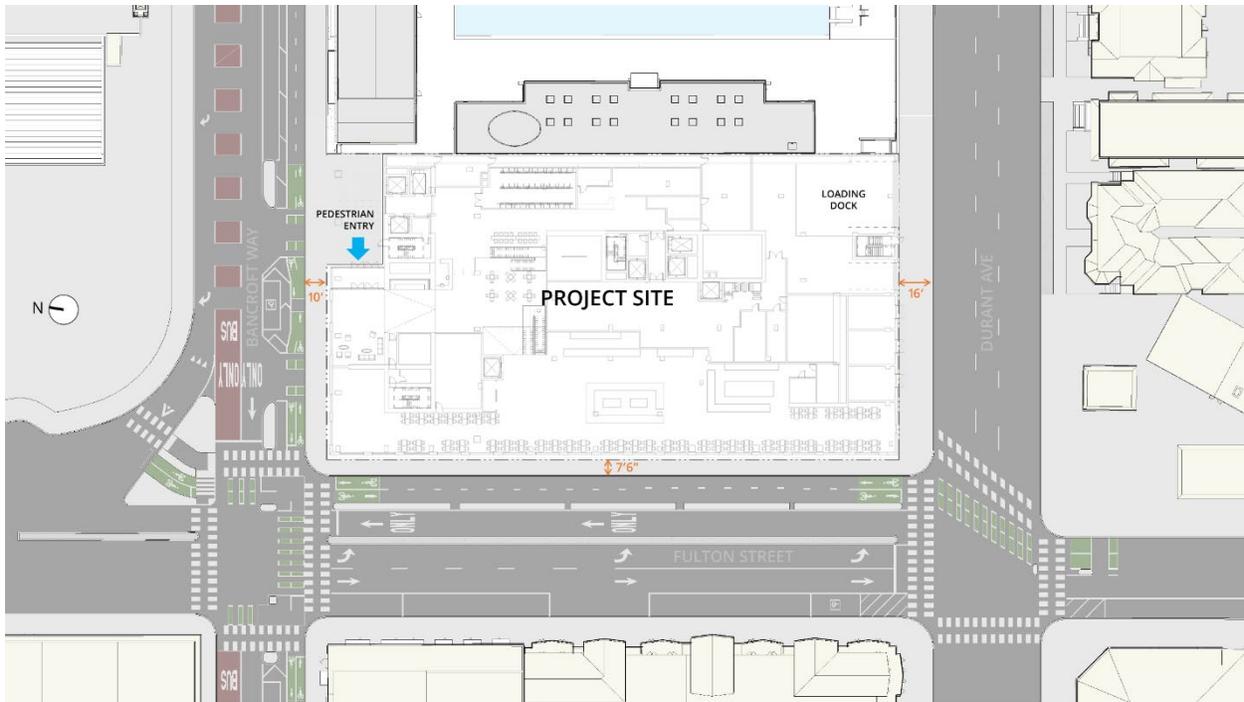


Figure 8 Site Plan

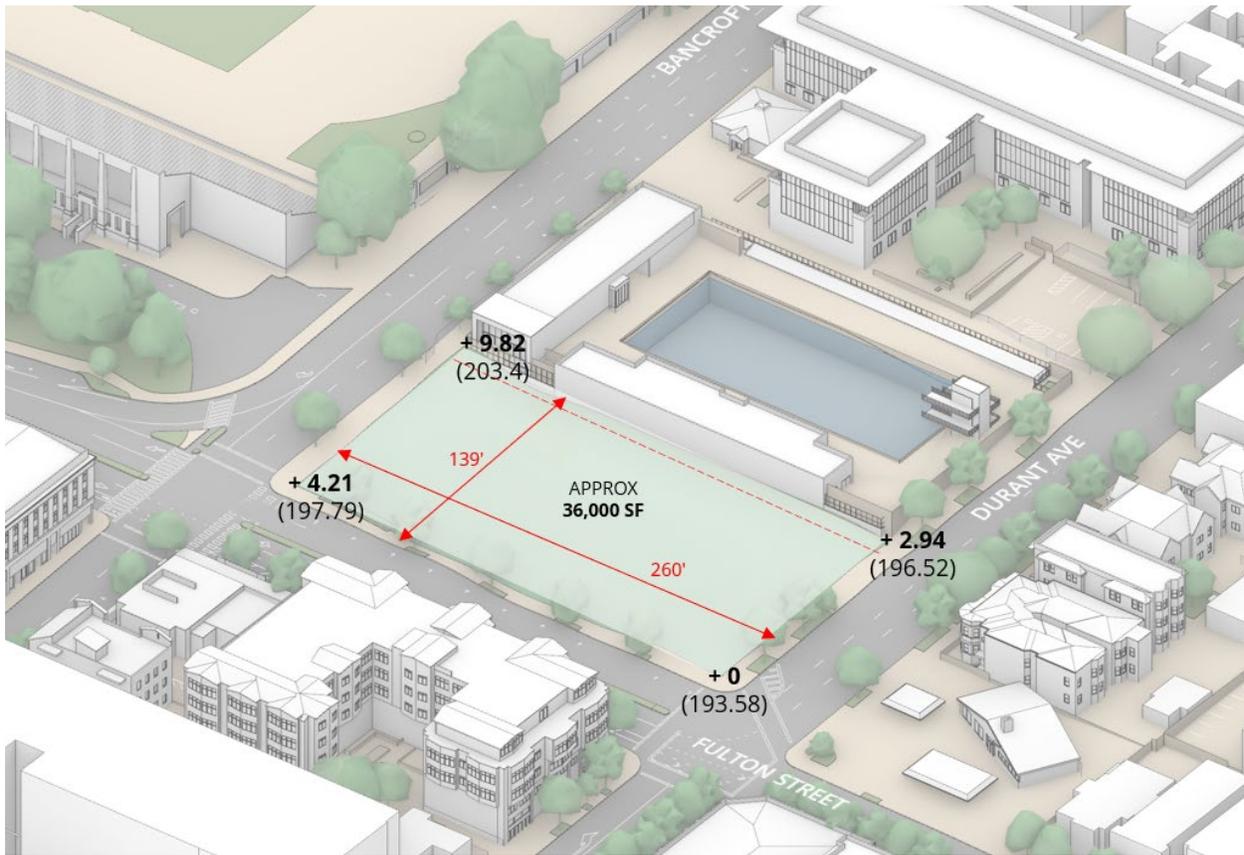


Figure 9 Site Axon View with Elevations

3 LANDSCAPE ARCHITECTURE

3.1 DESIGN

The landscape design of the Bancroft Fulton Housing Development strives to create a series of flexible open spaces that meet the changing needs of UC Berkeley’s student population that also integrates the building into the larger campus landscape. The site will feature a variety of elements found in modern university residential environments - including movable furniture, access and view into florals, outdoor kitchen, and recreational amenities. The landscape will be an extension to the interior programming and will also provide respite moments for users to be outdoors.

Given the project’s location along Bancroft Way and Fulton Steet, security requires careful consideration and must be balanced against the desire to create welcome “people places” on the exterior of the building.

Level 1 Design Objectives

- Provide privately accessible entry courtyard incorporating short term bike parking, and view garden dedicated for adjacent Legends Aquatic Center.
- Enhance publicly accessible spaces along Bancroft, Fulton and Durant by adding new shade trees and planting stripes, while maintaining a minimum 6-foot walkway for pedestrian circulation



Figure 11 Landscape Programming Diagram - Level 1



Figure 12 Fulton Street Elevation



Figure 13 Fulton Street Isometric

- 1 BUILDING FACADE
- 2 CONCRETE PAVING
- 3 STREETScape PLANTER
- 4 STREETScape TREE
- 5 PROTECTED BIKE LANES



Figure 14 Fulton Street Section

LEGEND

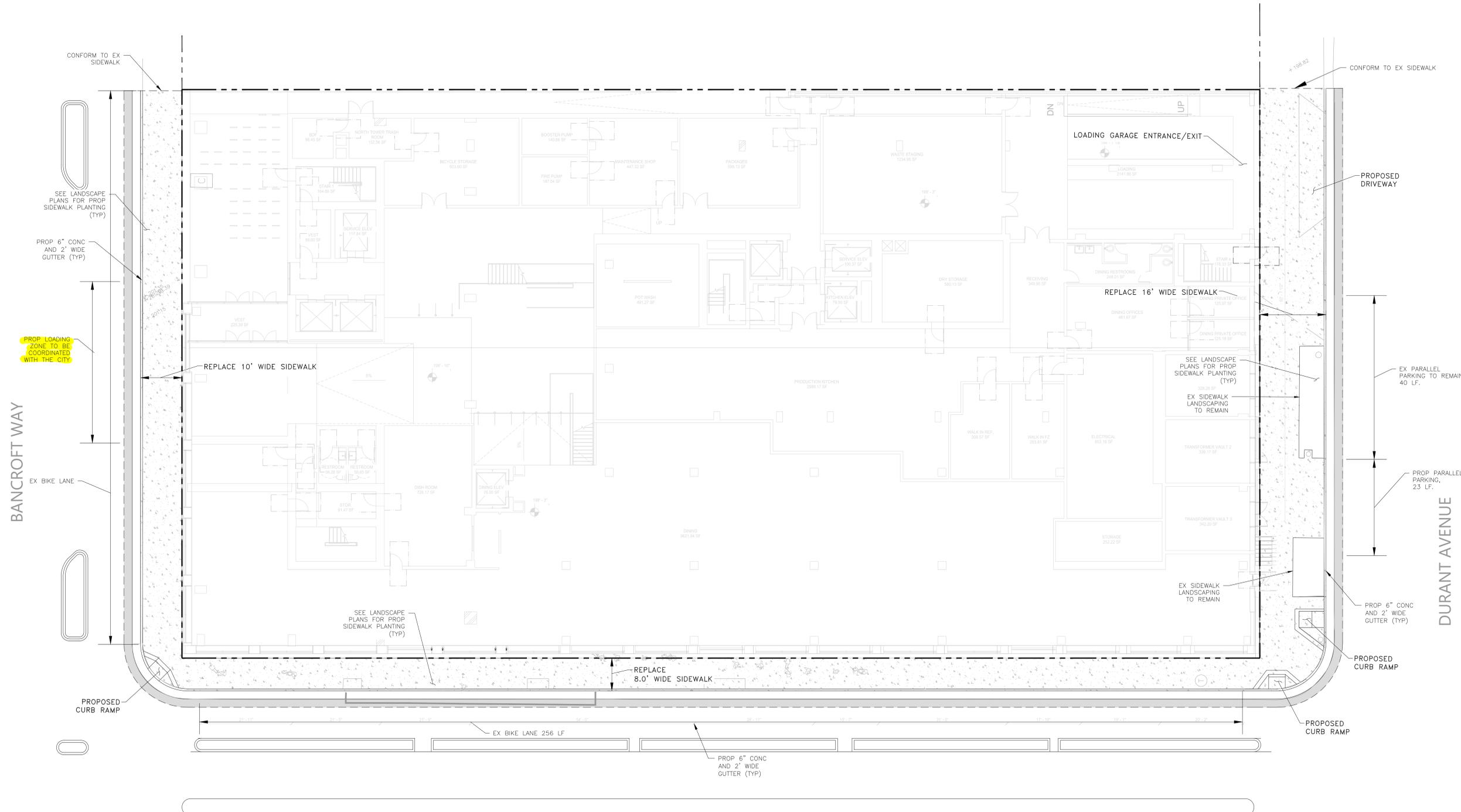
- PROPERTY LINE
- - - PAVEMENT SAWCUT/CONFORM LINE
- AC CONFORM

ABBREVIATIONS

- AC ASPHALT CONCRETE
- ACWS ASPHALT CONCRETE WEARING SURFACE
- EX EXISTING
- LF LINEAR FEET
- MIN MINIMUM
- PROP PROPOSED
- RX.X' CURB RETURN RADI (FEET)
- TYP TYPICAL
- CONC CONCRETE

NOTES

1. ALL COLORED CURB PAINT, STRIPING, AND SIGNAGE TO BE INSTALLED BY CITY OF BERKELEY PUBLIC WORKS, COORDINATED AND PAID FOR BY THE CONTRACTOR.
2. FOR RECONSTRUCTION OF CONCRETE CURB AND GUTTER, SAW-CUT MINIMUM 2'-FEET FOR AC CONFORM AND REPLACE WITH 2-INCH ACWS OVER 8-INCH CONCRETE BASE.
3. PROVIDE SMOOTH TRANSITIONS ALONG GRADE BREAKS, GRADE TRANSITIONS, AND BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.



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MEPPF ENGINEER
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 ojb.com

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 webbfsd.com

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 lerchbates.com

TELECOM, IT, SECURITY
PLANNET
 10 POINTE DRIVE, SUITE 410
 BREA, CA 92821
 P (714) 982-8800
 plannet.com

PROJECT NO.: 0964

**BANCROFT
 FULTON HOUSING
 DEVELOPMENT**

University of California
 Berkeley

2200 Bancroft Way, Berkeley, CA 94720



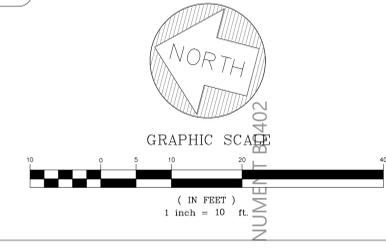
REVISIONS

NO.	DATE	DESCRIPTION

SCHEMATIC DESIGN
 NOT FOR CONSTRUCTION

DATE: MAY 17, 2024
 DRAWN BY: HJH,JKL
 CHECKED BY: JKL
 PROJECT ENGINEER: JRK

SIDEWALK
 LAYOUT PLAN
C2.20



Z:\Projects\254 Hiron Timberlake\002 UC Berkeley 2200 Bancroft\444 Latest\C2.20 Sidewalk Layout Plan-JKL.dwg

CONSTRUCTION SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
CONCRETE PAVING		
CP-01	CONCRETE PAVING TYPE 1 (ON STRUCTURE); PEDESTRIAN RATED	RE.ARCH
CP-02	CONCRETE PAVING TYPE 2 (ON STRUCTURE); PEDESTRIAN RATED	03.06.07/L3.00
CP-03	CONCRETE PAVING TYPE 3 (ON STRUCTURE); PEDESTRIAN RATED AT FITNESS	03/L3.00
CP-04A	CONCRETE PAVING TYPE 4 (ON GRADE); PEDESTRIAN RATED AT STREETSCAPE	01.02.04/L3.00
CP-04B	CONCRETE PAVING TYPE 4 (ON GRADE); VEHICULAR RATED AT STREETSCAPE	01.08/L3.00
FIXED SEATING		
FS-01	FIXED SEATING TYPE 1	09/L3.01
FS-02	FIXED SEATING TYPE 2; LEVEL 3 TURF	
SITE FURNISHINGS		
SF-01	BUILT IN TABLE	
SF-02	ARBOR TRELLIS; LEVEL 3	
SF-03	BUILT IN BANQUET TABLE WITH GRILL; LEVEL 3	01.02/L3.02
SF-04	BIKE RACK; BUILDING ENTRY	
SITE WALL		
SW-01	SITE WALL TYPE 1; 12" ALUMINUM	03.04.09.10.14/L3.01
SW-02	SITE WALL TYPE 2; 30" ALUMINUM	02.04/L3.01
SW-03	SITE WALL TYPE 3; 30" ALUMINUM MODULAR VEGETABLE GARDEN PLANTER	07/L5.01
SW-04	SITE WALL TYPE 4; SITE RETAINING WALL	RE.CIVIL
TREE GRATES		
TG-01	TREE GRATE; ROW	01/L3.01 05/L5.00
UNIT PAVINGS		
UP-01	CONCRETE UNIT PAVING TYPE 1	05.06/L3.00
UP-02		09.10/L3.00
LANDSCAPE MATERIALS		
LS-01	DECORATIVE AGGREGATE	10/L5.00
LS-02	LANDSCAPE EDGING	10/L5.00 05/L5.01
LS-03	ARTIFICIAL TURF	09.10/L5.01

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PROJECT NO.: 0964

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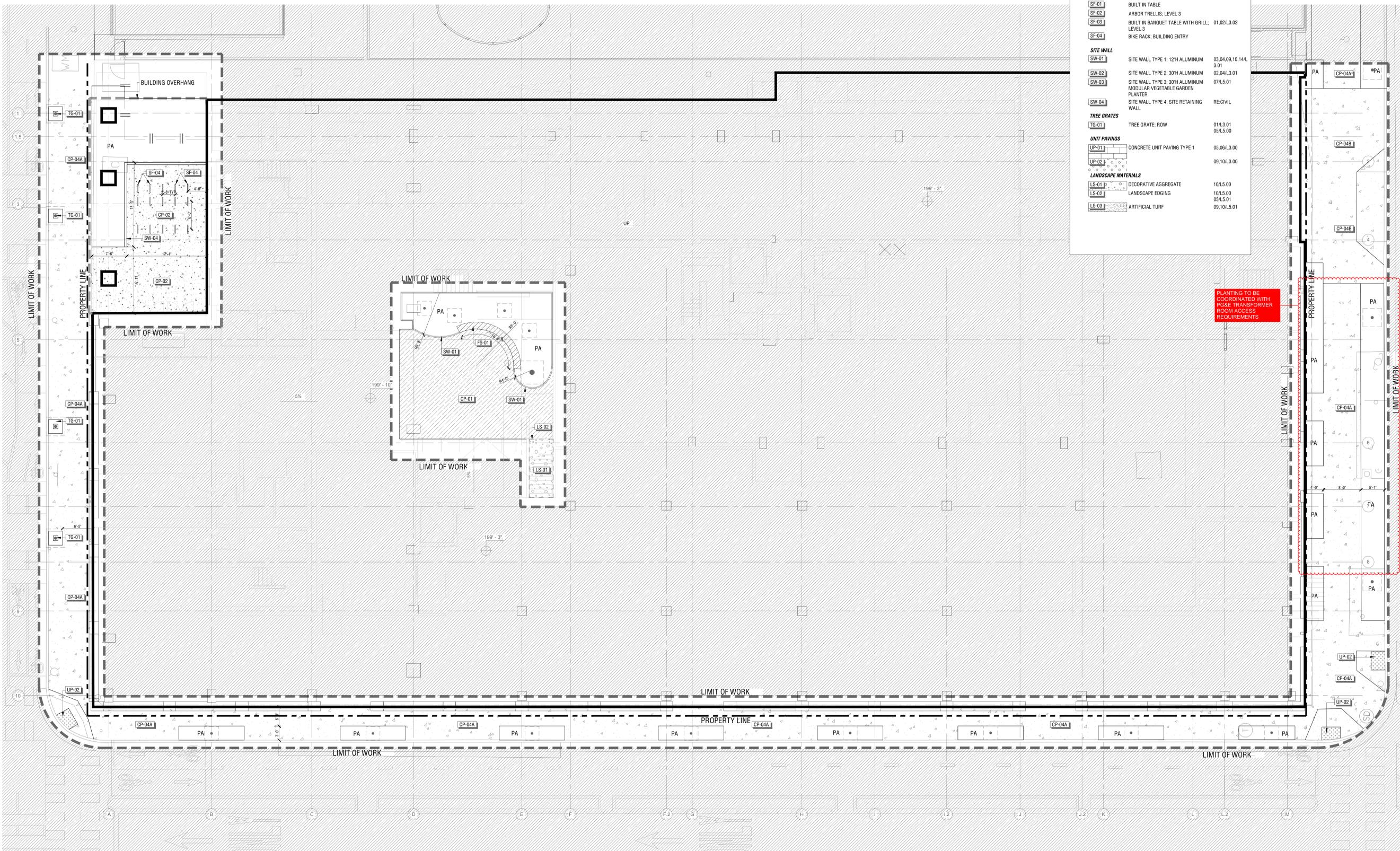
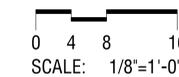
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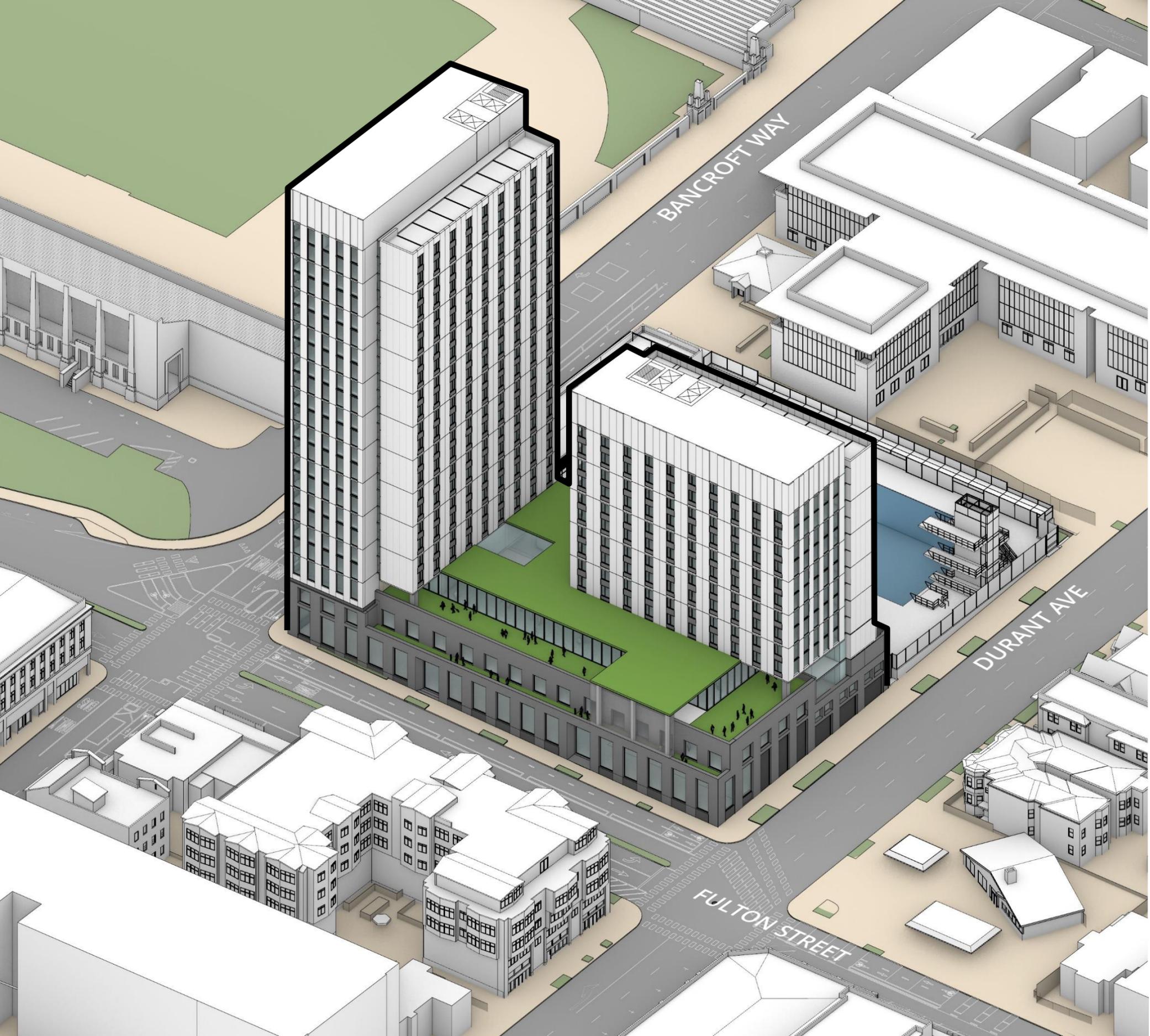
100% SCHEMATIC DESIGN
 NOT FOR CONSTRUCTION

DATE: 17 MAY 2024
 DRAWN BY: YX
 CHECKED BY: JL

CONSTRUCTION PLANS - LVL01

L1.10





VIEW FROM DURANT LOOKING EAST



VIEW FROM BANCROFT LOOKING EAST

CORNER COMMONS

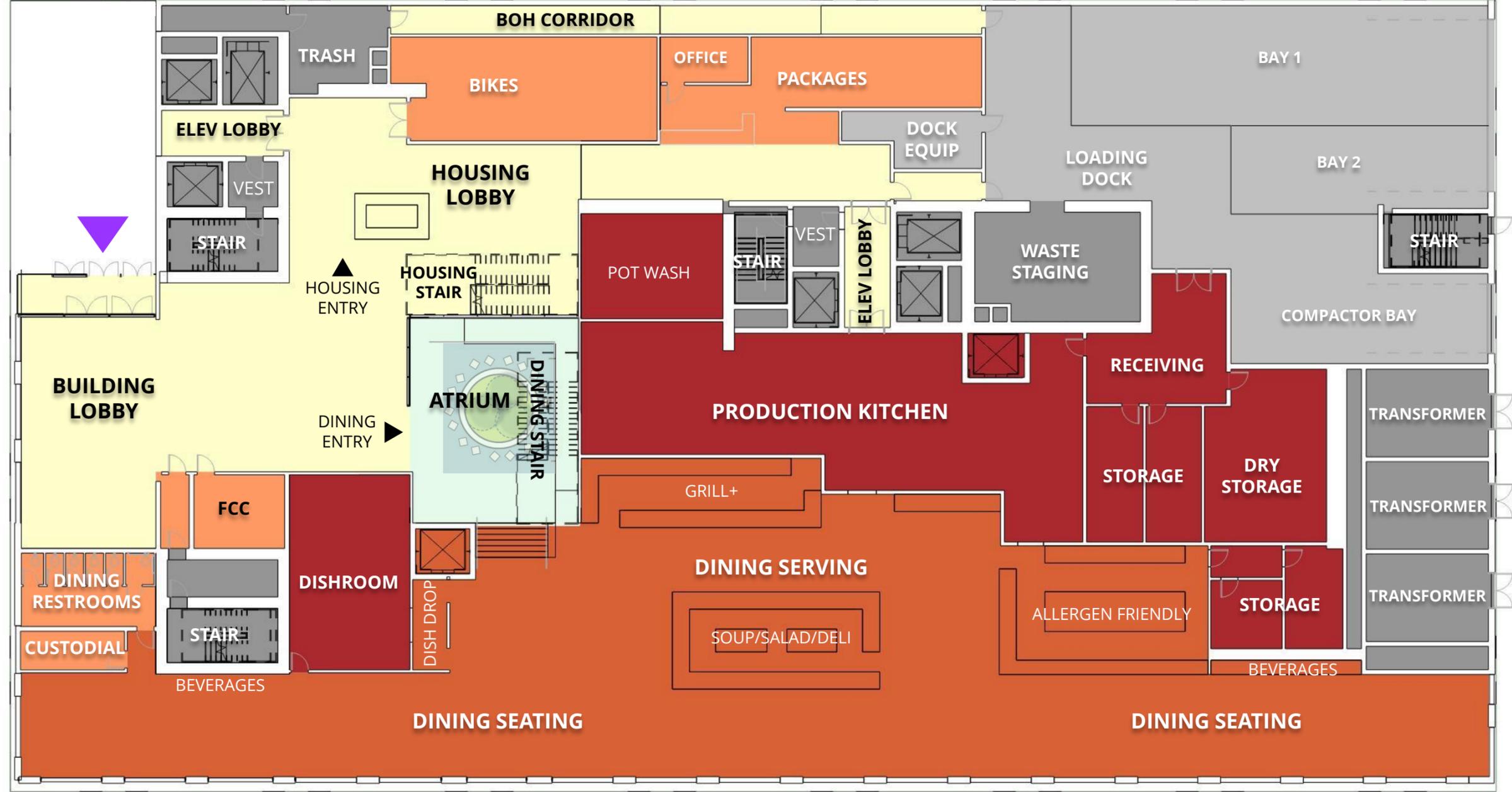
Floors: 23/14 FLOORS (253' + PH)
of Students: 1,521 BEDS
32 RA Units
6 Staff Units

**PLAN
LEVEL 1**

LEGENDS AQUATIC CENTER

BANCROFT

DURANT

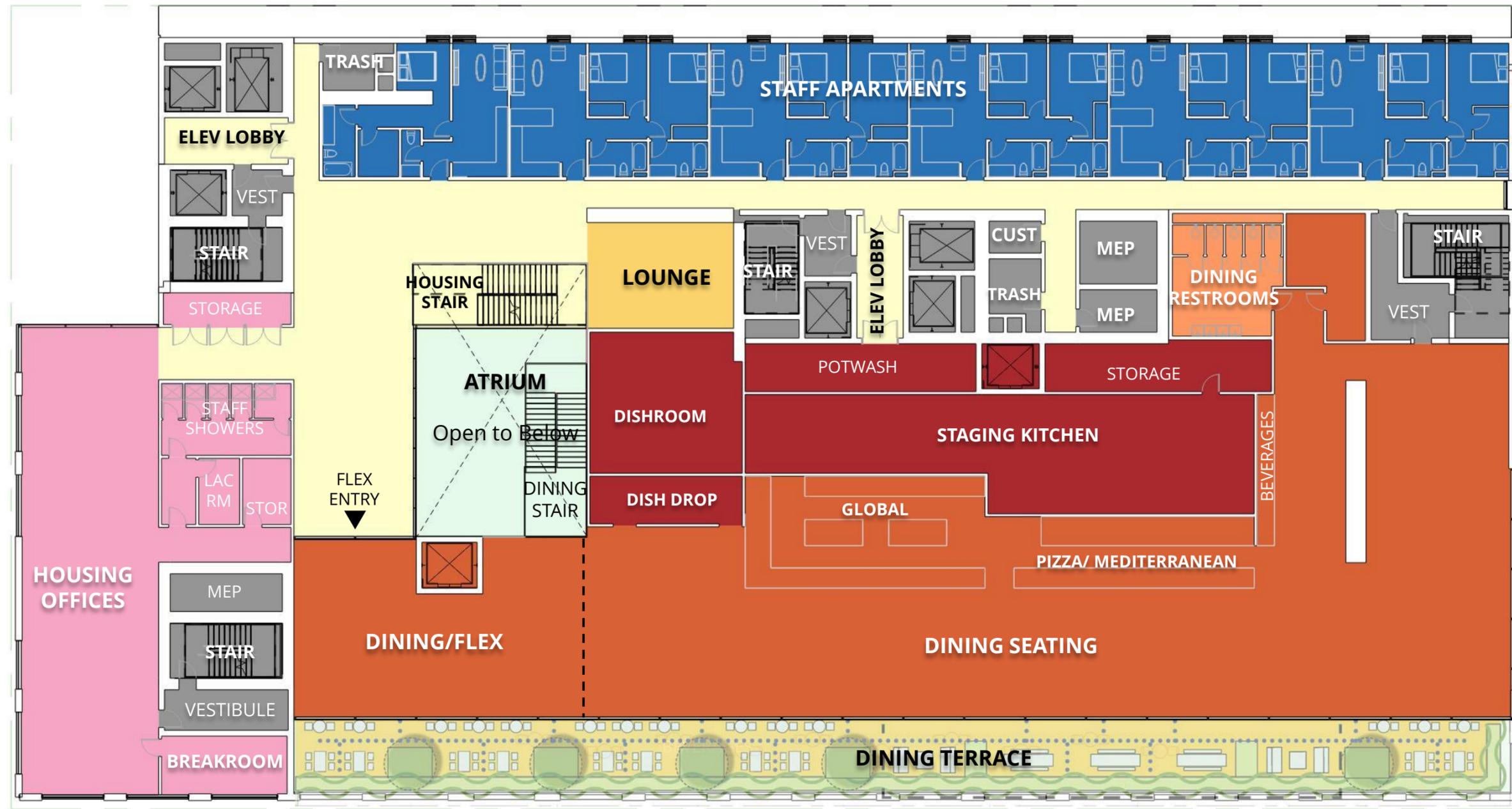


- Student Units
- RA / Staff Units
- Student Life
- Bathrooms
- Administrative
- Dining / Seating
- MEPFP / Support

FULTON

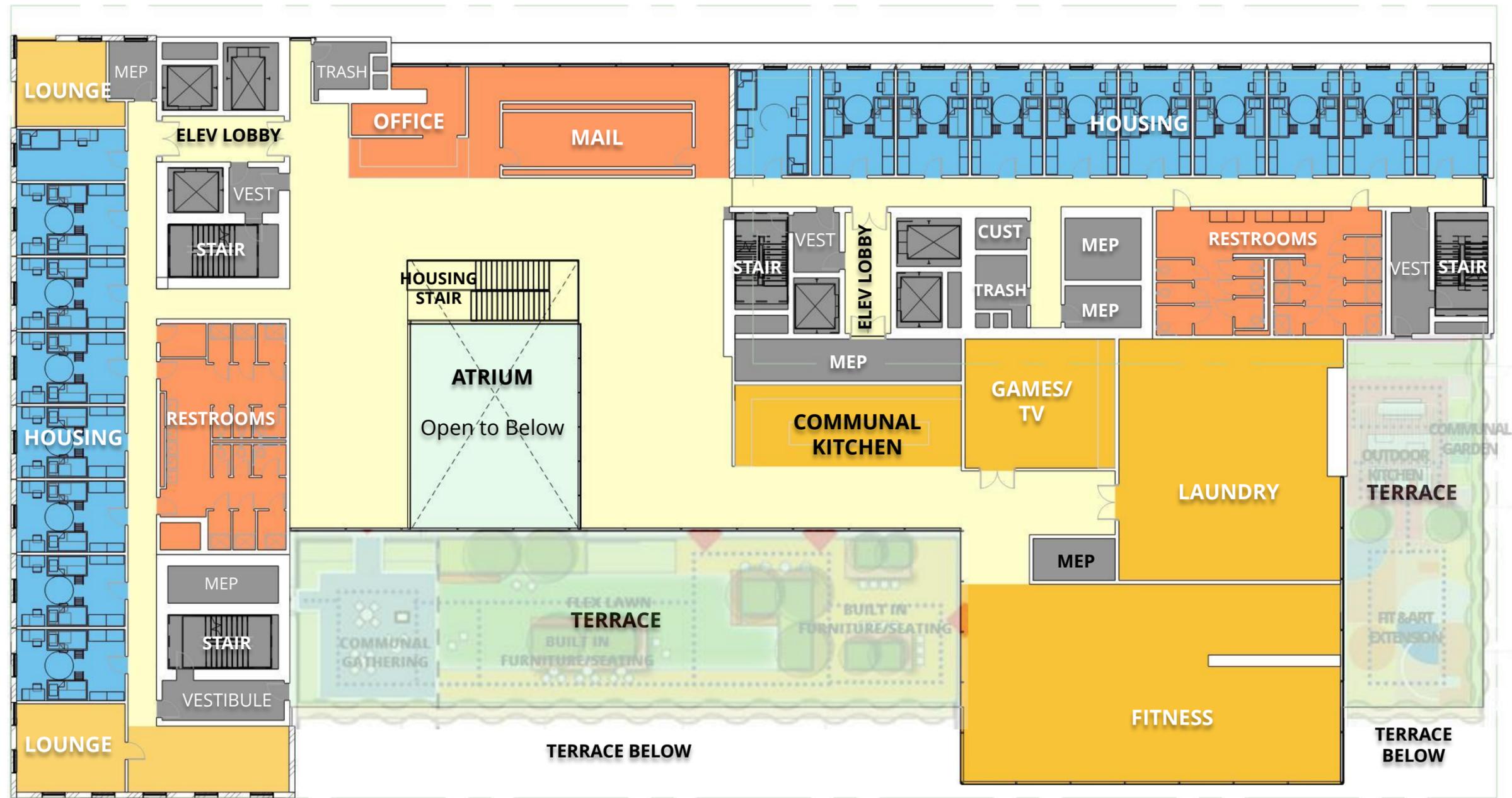
LEVEL 1

PLAN LEVEL 2



- Student Units
- RA / Staff Units
- Student Life
- Bathrooms
- Administrative
- Dining / Seating
- MEPFP / Support

PLAN LEVEL 3



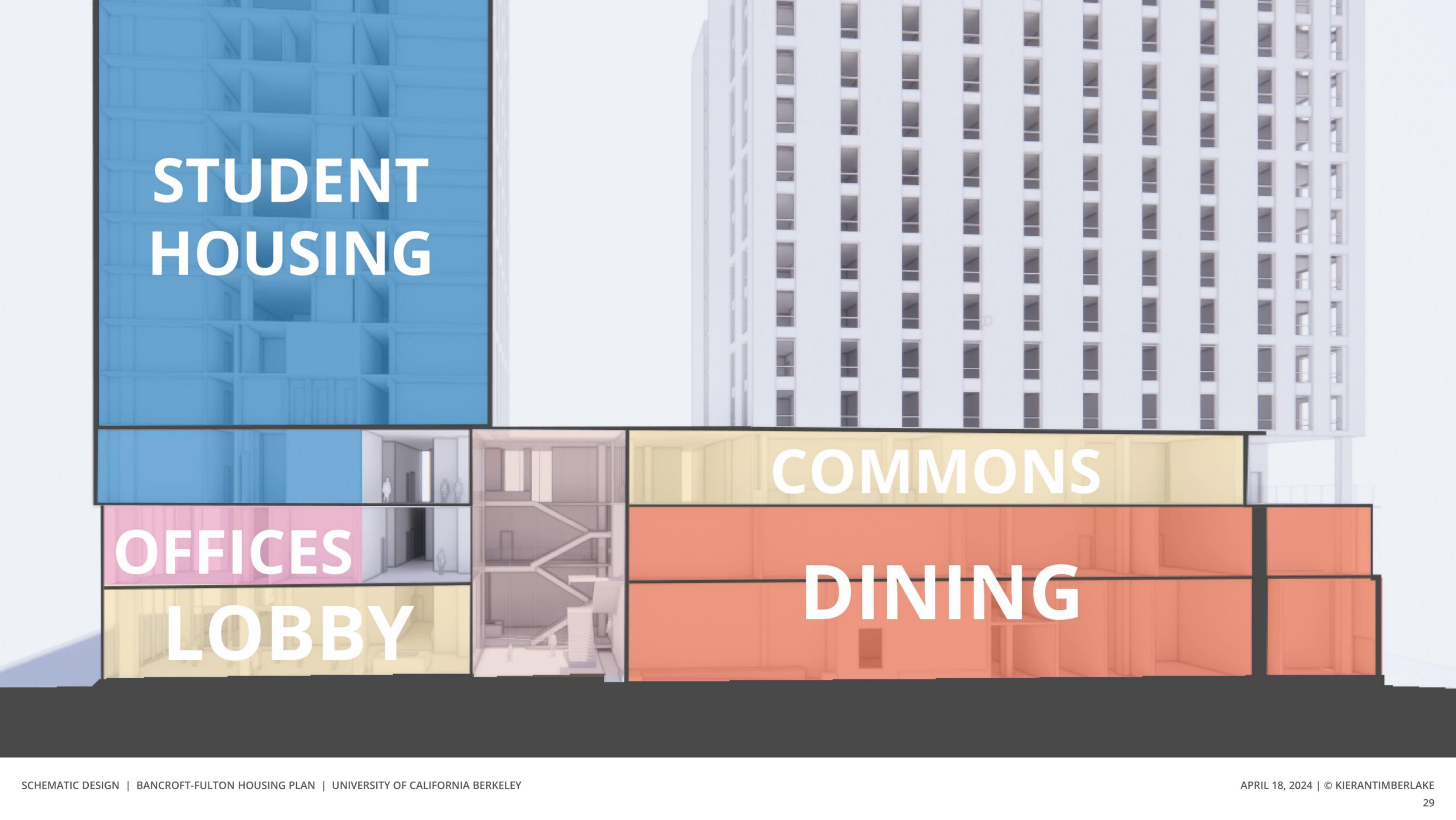
- Student Units
- RA / Staff Units
- Student Life
- Bathrooms
- Administrative
- Dining / Seating
- MEPFP / Support

PLAN

LEVEL 4 (TYPICAL OF RESIDENTIAL LEVELS)



- Student Units
- RA / Staff Units
- Student Life
- Bathrooms
- Administrative
- Dining / Seating
- MEPFP / Support

The image is a composite architectural rendering. The top portion shows a tall, white, multi-story building facade with a grid of windows. Below this, a cutaway section reveals the interior of the building. On the left, a blue-tinted area is labeled 'STUDENT HOUSING'. Below that, a pink area is labeled 'OFFICES' and a yellow area is labeled 'LOBBY'. In the center, a cutaway shows a staircase and other interior spaces. To the right, a yellow area is labeled 'COMMONS' and an orange area is labeled 'DINING'.

**STUDENT
HOUSING**

COMMONS

OFFICES

LOBBY

DINING



VIEW ON BANCROFT LOOKING EAST



VIEW ON FULTON LOOKING NORTH



VIEW ON FULTON LOOKING SOUTH



VIEW ON BANCROFT LOOKING WEST

July 1, 2024

Jordan Klein
Director of Planning and Development
City of Berkeley
[via email]

Subject: Proposed Project, Bakar ClimatEnginuity Hub

Dear Jordan,

As we have discussed, a generous donor will be constructing the Bakar ClimatEnginuity Hub (BCH) on the southern portion of the "Berkeley Innovation Zone" development that was entitled by the UC Regents in May 2024. The proposed BCH project would be an innovative incubator hub for start-ups in the areas of life and climate sciences and their related fields, including materials science, advanced machine learning, AI, and other fields.

I am attaching a draft Collaborative Planning Framework Project Checklist and supporting graphics package to provide information about the project and how the campus anticipates responding to the local planning guidance.

I look forward to discussing this very important donor-developed project with you and your staff to help guide the project's design and final implementation.

Sincerely,



Wendy Hillis
Assistant Vice Chancellor and Campus Architect
UC Berkeley

The purpose of this checklist is to convey campus project information to the City and to document plans, policies, and permits that may be applicable to university capital projects. The checklist is intended to track key project milestones, as well as comments discussed at the Roundtable. It is a working document that is updated through the collaborative planning process.

1 | General Project Information (Checklist Revision Date: May 21, 2024)

Project Name:	Bakar ClimatEnginuity Hub
Project Location (Address):	Berkeley Innovation Zone – Addison and Oxford
Anticipated Project Budget:	This will be a Donor Developed project
UC Approvals (Past):	UC Regents – Design/CEQA, Gift, May 2024
UC Approvals (Future):	N/A
Current CPC Phase:	Feasibility
Anticipated Construction Period:	Summer 2025 – Winter 2027. <i>Construction of BCH will begin after the campus completes demolition of University Hall.</i>
Brief Project Description:	The building (approx. 146,000 gsf) will include wet and dry laboratory space, laboratory support space, offices, meeting rooms, collaboration areas, and conference space, and support space. The building will provide incubator space for campus-affiliated entrepreneurs and their collaborators, to cultivate startup companies that provide solutions for energy and the environment. The building will have five above-ground floors, a non-occupied mechanical space at the roof, and a below-grade basement.
Anticipated Utility and Infrastructure Connections	<input checked="" type="checkbox"/> PG&E <input checked="" type="checkbox"/> City Wastewater/Sewer <input checked="" type="checkbox"/> City Stormwater <input type="checkbox"/> Campus Power
Does the project involve a listed historic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Anticipated Environmental Review Process	<input type="checkbox"/> General/Statutory Exemption <input type="checkbox"/> Categorical Exemption (Class(es) _____) <input type="checkbox"/> Other Environmental Doc: <input type="checkbox"/> Initial Study <input checked="" type="checkbox"/> EIR <input type="checkbox"/> Programmatic <input checked="" type="checkbox"/> Project-Specific – Berkeley Innovation Zone EIR <input type="checkbox"/> Additional Project Analysis <input type="checkbox"/> Addendum _____ <input type="checkbox"/> Subsequent <input type="checkbox"/> Supplement to EIR Other: _____

2 | Review Milestones

Phase	Milestones	Date Complete	Notes
Concept	CPC Concept Approval	March 2023	
	Planning Director / Campus Architect Discussion		
Feasibility	Campus Design Review	TBD	
	Planning Director / Campus Architect Discussion		
	Meeting w/ Local Councilperson(s) and Planning Director		<i>The Berkeley Innovation Zone was discussed with Mayor Arreguin (October 12, 2023) and Councilperson Harrison (October 24, 2023)</i>
	CPC Feasibility Approval	Anticipated August 2024	
Design	Project Roundtable Meeting	<input type="checkbox"/> Draft Checklist: _____ <input type="checkbox"/> Meeting: _____ <input type="checkbox"/> COB Response: _____	
	Project Description and Checklist submitted to the Planning Director	July 1, 2024	
	4x6 Review		
	City Commissions <ul style="list-style-type: none"> ○ Zoning Adjustments Board ○ Design Review Committee ○ Landmark Preservation Commission ○ Transportation & Infrastructure 	DRC - Anticipated	<i>The University is not anticipating this project to be reviewed by ZAB, LPC, or the T&I Commission</i>
	Other Public Meetings		
	CEQA-related Notifications	<input type="checkbox"/> Notice of Exemption <input checked="" type="checkbox"/> Notice of Preparation <input checked="" type="checkbox"/> Scoping Hearing <input checked="" type="checkbox"/> Comment Hearing <input checked="" type="checkbox"/> Notice of Determination <input type="checkbox"/> Other: _____	<i>Environmental Review for the proposed project was completed and certified as one component of the Berkeley Innovation Zone EIR.</i> Final EIR: https://berkeley.app.box.com/s/91edhligtp7zpbujy9522rst8hr711kx Final EIR Appendices: https://berkeley.app.box.com/s/olzpkelynen33sqzt527854e4jtspm1s Draft EIR: https://berkeley.app.box.com/s/necik4khwevhu288zbiis9jb8ckhamsc Draft EIR Appendices: https://berkeley.app.box.com/s/ezu5ihqbvautoopwrzrekum2m8415s1q
	City's Written Comments to University		
	University's Response to City Comments		
	Project Design/CEQA approval(s)	N/A	<i>The Bakar ClimatEgnuity Hub was entitled by the UC Regents as part of the Berkeley Innovation Zone Project. No subsequent approvals are anticipated.</i>

3 | City Local Plans and Zoning Standards Summary

Instructions: Check boxes to indicate whether a planning document is applicable to the proposed project. In the notes column, briefly describe how a projects aligns or would vary from each relevant plan.

Topic Area	City Plans	UC Response
City Zoning District: <u>C-DMU</u>	Are the proposed uses allowable by City zoning and/or land use regulations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<ul style="list-style-type: none"> • Within C-DMU, the city zoning code allows "Laboratory: Commercial Physical or Biological" with an Administrative Use Permit (AUP).
Local Development Standards	<ul style="list-style-type: none"> ✓ Height: 50-60 feet, or 75 feet with use permit. The three buildings allowed to have an increased height limit to 120' and 180' (as specified in the Downtown Area Plan) have been allocated. ✓ Setbacks: 0-75' – no minimum; 76'-120' – 15' (front), 5' (side) ✓ Open Space: 1 sf of privately-owned public open space per 50 sf of commercial floor area ✓ Parking: 1.5 spaces per 1,000 sq ft ✓ Other: Active ground floor uses encouraged (DAP LU-6.1). 	<ul style="list-style-type: none"> • <u>Height</u>: The proposed project would be approximately 92 feet tall with a 20-foot-tall mechanical penthouse. Increased height is required to meet the programmatic requirements for incubator space that support's the DAP's other goals for cultivating new employment and start-up business. • <u>Setbacks</u>: The building will be tight to the property line on Addison Street. The building setback will range from approximately 2' to 14' from the property line on Oxford Street. • <u>Open Space</u>: The Berkeley Innovation Zone would include an approximately 8,000 sf courtyard between the ClimatEnginuity Hub and the future north building. • <u>Parking</u>: No parking is proposed. Campus-affiliates would use other campus parking or leased parking elsewhere. • <u>Other</u>: The project's lobby, vertical circulation, and 'greenhouse' would be visible from the corner of Addison and Oxford Street. The building would also feature glazing to allow passersby to see into symposium and prototyping spaces, as well as a second floor exterior terrace.
Applicable land use plans:	<ul style="list-style-type: none"> ✓ General Plan ✓ Downtown Area Plan ✓ Streets and Open Space Plan <input type="checkbox"/> Southside Plan <input type="checkbox"/> University Ave Strategic Plan 	<ul style="list-style-type: none"> • The Project is generally consistent with the General Plan. • <u>Downtown Area Plan</u>: Project addresses DAP Policy LU-1.5 Office Space and Policy LU-6.3. (Encourage new

Topic Area	City Plans	UC Response
		<p>office space to serve the growth needs of existing and start-up businesses, recruit private-sector spin-offs from the University, and provide jobs for Berkeley's workforce; Encourage University uses in Downtown that will enhance it as a center of employment and innovative businesses.</p> <ul style="list-style-type: none"> The Downtown Area Plan Policy LU-6.1 notes that the City would "Encourage the University to locate retailing activities along the Shattuck and University Avenue frontages that it controls." In lieu of street-level retail, the building would feature transparent glazing into the building's main lobby/reception and vertical circulation areas, symposium space, and prototyping space, as well as a second-floor exterior terrace. <u>SOSIP</u> identifies Oxford Street as a major project. This project would not impact future proposed changes to the right of way and would implement sidewalk improvements along the project frontage. As part of a separate discussion associated with the LRDP Settlement Agreement, the campus would partner with the city in funding studies to plan improvements to Oxford Street.
Applicable transportation plans:	<ul style="list-style-type: none"> ✓ Strategic Transportation Plan ✓ Pedestrian Plan ✓ Bicycle Plan 	<ul style="list-style-type: none"> <u>Sidewalks</u>: The building's setback would allow the sidewalk on Oxford Street to be widened by at least 2' (from 10' to 12') to up to 14' (from 10' to 24'). The project would replace the 9' sidewalk on Addison Street. <u>Transit</u>: The project's base plan would preserve the existing bus stop on Addison Street with 160' of red curb. It would also like to explore shifting this stop west to allow for additional street trees and bulb out along the project frontage. <u>Parking</u>: The project would request converting a section of parallel parking to passenger loading space on Oxford Street. <u>Service</u>: Service access will be from a 34' service drive from Addison Street at the west end of the site.
Applicable climate initiatives:	<ul style="list-style-type: none"> ✓ Climate Action Plan ✓ Green Building Requirements 	<ul style="list-style-type: none"> The Project will be generally consistent with the Climate Action Plan, including the following green building

Topic Area	City Plans	UC Response
	<ul style="list-style-type: none"> ✓ Natural Gas Prohibition ✓ LEED Gold in C-DMU Zone ✓ Solar PV, Battery/Energy Storage ✓ Low Carbon Concrete ✓ Waste Diversion Regulations (<i>65% of construction waste</i>) ❑ Electric Vehicle Charging (<i>10% of parking with stations; 40% EV Capable</i>) ✓ Water Efficient Landscaping Requirements (<i>comply with State WELO, EBMUD Section 31, Bay-Friendly Basics Landscape Checklist</i>) ❑ Existing Building Electrification Plan (<i>n/a</i>) 	<p>requirements:</p> <ul style="list-style-type: none"> ○ <u>Natural Gas</u>: The Project will not use any natural gas. ○ <u>LEED</u>: The Project will comply with the UC Sustainable Practices Policy by achieving LEED Gold or higher. ○ <u>Solar PV</u>: The Project will install PVs on the east third of the south façade and the sawtooth feature of the east rooftop. ○ <u>Low Carbon Concrete</u>: The campus complies with CALGreen as required by the UC system, and will use low carbon concrete. ○ <u>Waste Diversion</u>: The Project will comply with waste diversion requirements during construction, as noted in the UC Sustainable Practices Policy and LEED. LEED requires at least 50% construction waste diversion, and UC Berkeley capital projects typically divert 75% or more. ○ <u>Landscape</u>: The Project will include native and/or climate adaptive and drought-resistant plant materials. It will minimize water use in accordance with LEED and City requirements.
Applicable infrastructure and utility plans:	<ul style="list-style-type: none"> ✓ Green Infrastructure Plan 	<p>Notes:</p> <p>The Project will address stormwater management through onsite detention and treatment that connects to City infrastructure. The Project will comply with the campus's policy of no net new stormwater runoff.</p>
Other Applicable City Zoning Standards:	<ul style="list-style-type: none"> ❑ Coastal Live Oak Ordinance ❑ Creek Ordinance ❑ Landmarks Preservation Ordinance ❑ Demolition Ordinance 	<p>Notes:</p>

4 | Graphics Package and Design Elements

Instructions: The purpose of the graphics package is to convey key project information to city staff to help them understand the project. These documents align with materials that would be developed for future Regental project approval items. Provide a brief description for how the project responds to local development standards and design guidelines.

Graphics Package:	<ul style="list-style-type: none"> ✓ Location Map ☐ Site Plan ✓ Floor Plans ✓ Elevations/Sections ✓ Site Utility and Infrastructure ✓ Summary of Project Features that support the UC Policy on Sustainable Practices and City Climate Action Plan ✓ Exterior design materials and/or renderings 	Notes:
Applicable Design Review Guidelines:	<ul style="list-style-type: none"> ✓ Downtown Area Plan Design Guidelines ☐ Southside Area Design Guidelines ☐ University Avenue Design Guidelines ☐ Citywide Design Guidelines ☐ Parking and Driveway Design Guidelines 	Notes:

5 | Permit and Other Coordination Items:

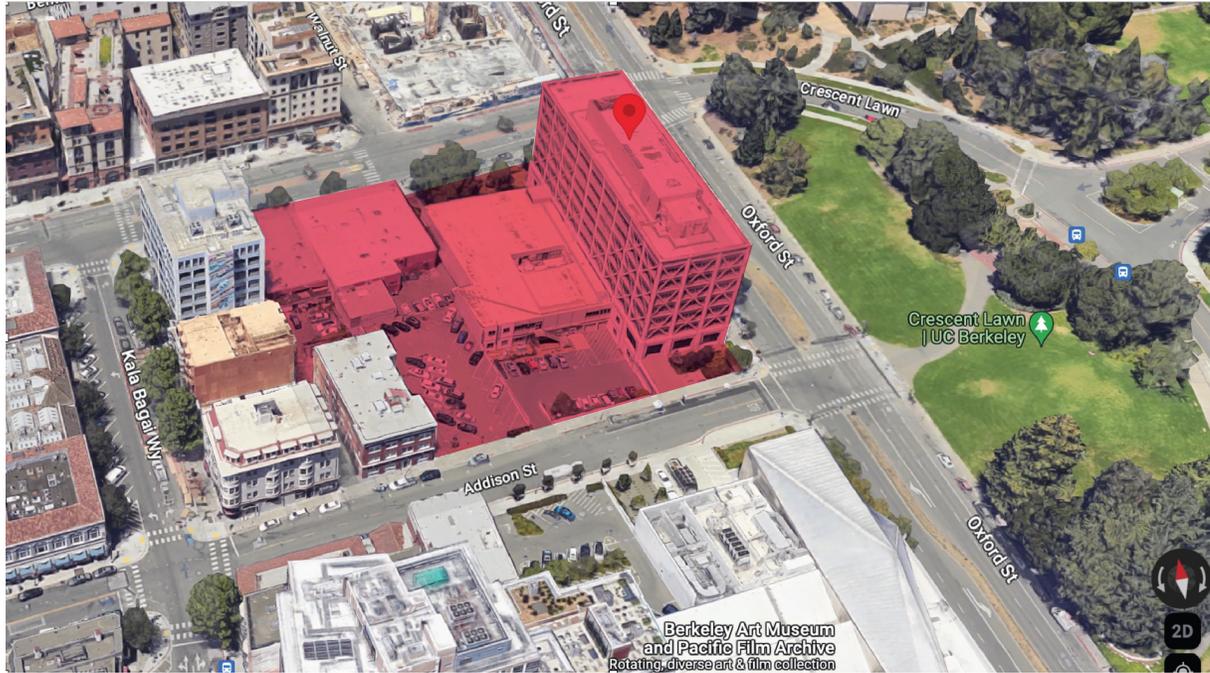
Instructions: Indicate anticipated permits that would be sought from the city during construction. Some of these items may be discussed and amended at the project roundtable meeting.

Applicable Permits:	<ul style="list-style-type: none"> ✓ Engineering Permits ✓ Right of Way Permits ✓ Street and Sidewalk Use Permits ✓ Sewer and Storm Drain Permits ✓ Utility Permits <input type="checkbox"/> Encroachment Permits <input type="checkbox"/> Sewer Lateral Permit <input type="checkbox"/> Forestry Permit ✓ NPDES Permits (National Pollutant Discharge Elimination System) for stormwater runoff <input type="checkbox"/> CUPA Permits (Certified Unified Program Agency) for Hazardous Materials 	Notes:
Commercial Business Requirements:	<ul style="list-style-type: none"> <input type="checkbox"/> Business Licenses <input type="checkbox"/> Use Permits <input type="checkbox"/> Impact Fees associated with non-University uses 	
Other:	<ul style="list-style-type: none"> <input type="checkbox"/> Subdivision Act ✓ Address Assignment ✓ Coordination with Other Local Agencies (e.g., PG&E, EBMUD, Transit, etc) 	Coordination with PG&E and EBMUD will be necessary for utility hook-ups. Coordination with AC Transit will required during construction, when the stop on Addison Street will be temporarily relocated.

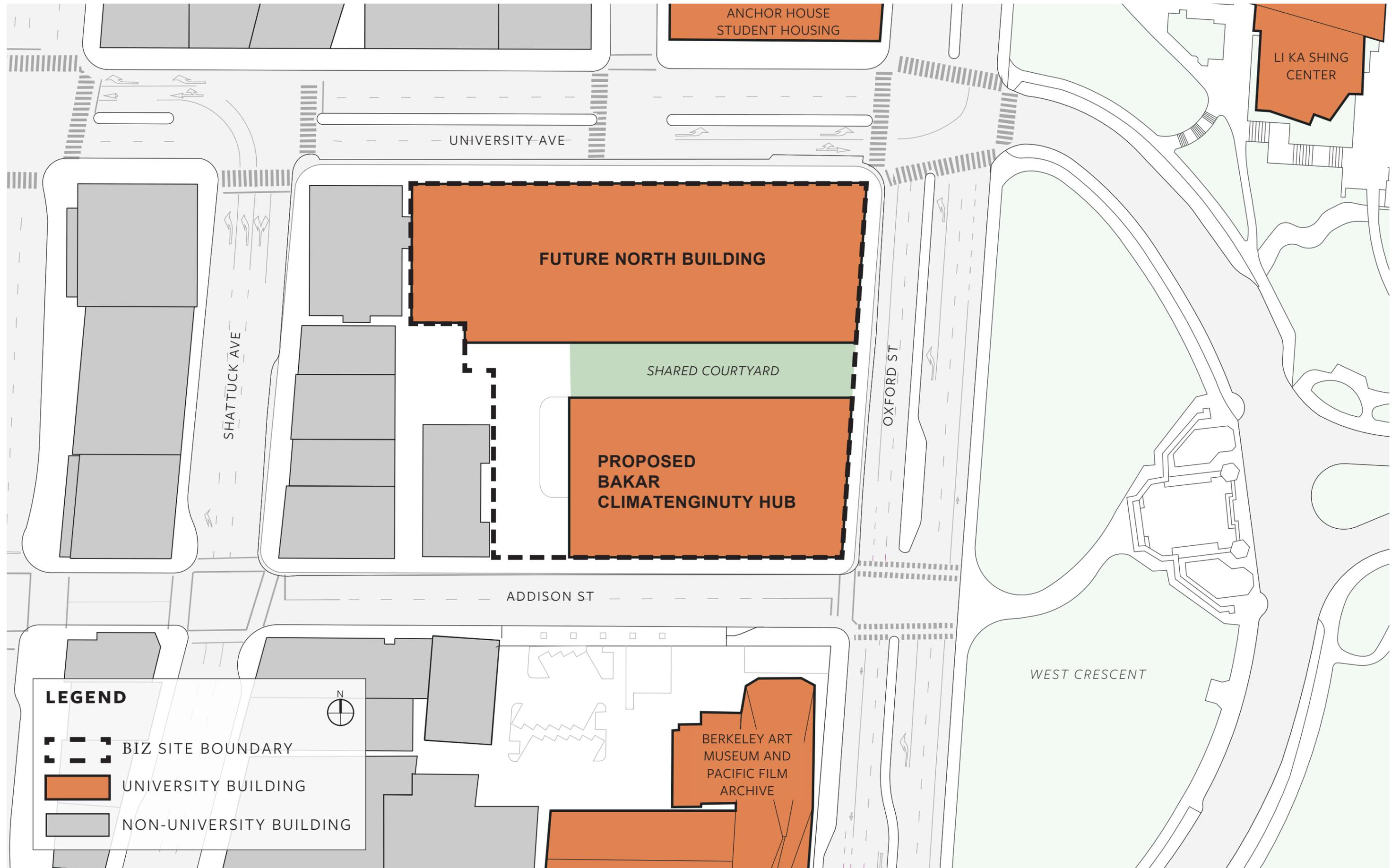
Berkeley Innovation Zone: Bakar ClimatEnginuity Hub Project

University of California, Berkeley

[UC Berkeley - City of Berkeley Collaborative Planning Checklist Graphics Package](#)
[May 21, 2024](#)



Existing Project Site



| Berkeley ClimatEnginuity Hub

05.06.2024

BERKELEY CLIMATENGINEUNITY HUB

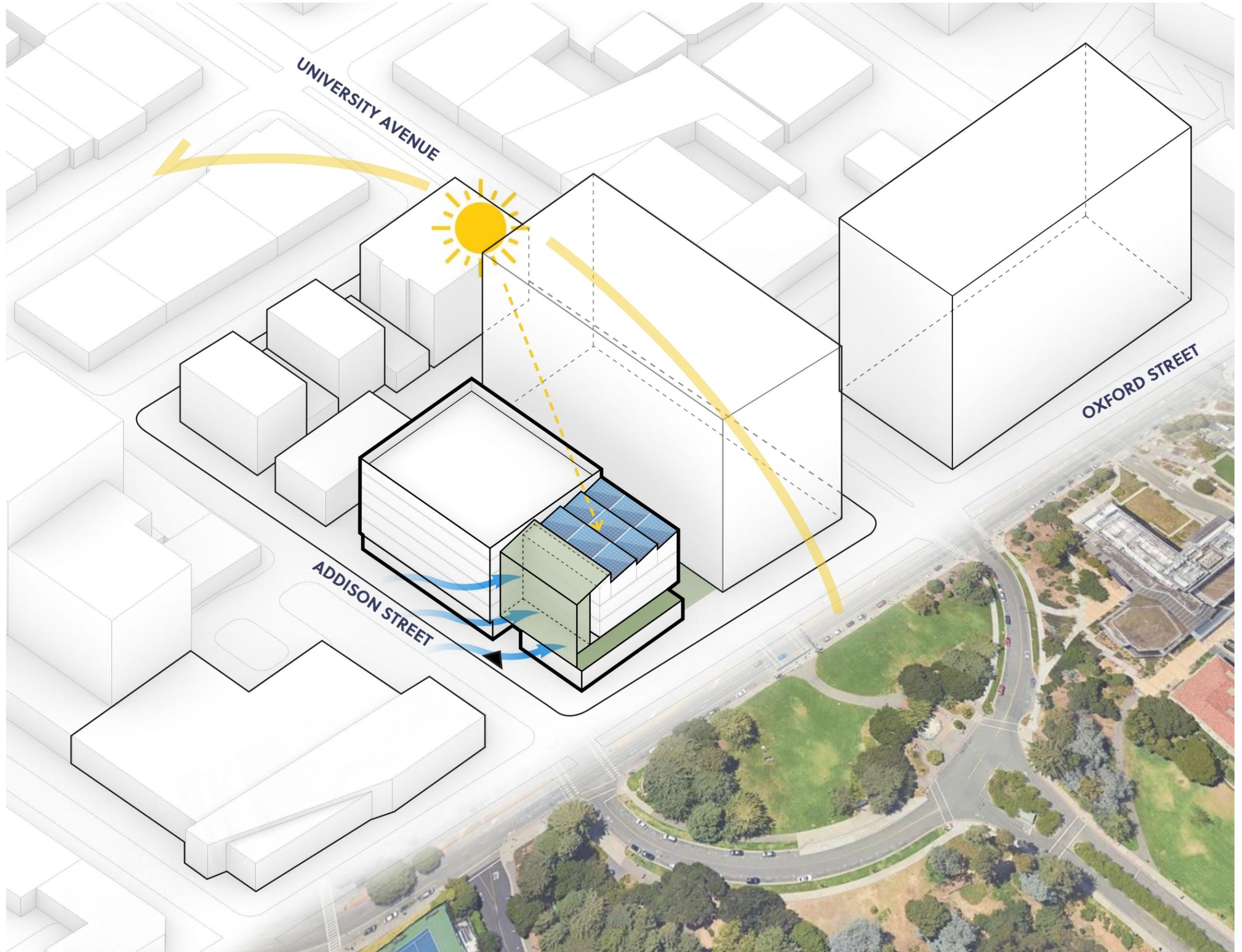
MASSING CONCEPT

BCH is located on Oxford Street, directly across the Horseshoe entrance to the UC Berkeley campus. Directly across Addison Street is the new Berkeley Art Museum and Pacific Film Archive. The entrance on Addison Street will certainly activate the street and help unlock potential at this intersection of town and campus.

The building form and organization is driven as much by sustainable design ideas as it is by the internal program. Every facade responds appropriately to sun and wind. Taking advantage of the long east-west site orientation, the building harvests southern light, and offers community connection along this edge. The sawtooth roof form is tuned for PV power generation, which requires a certain angle for peak performance.

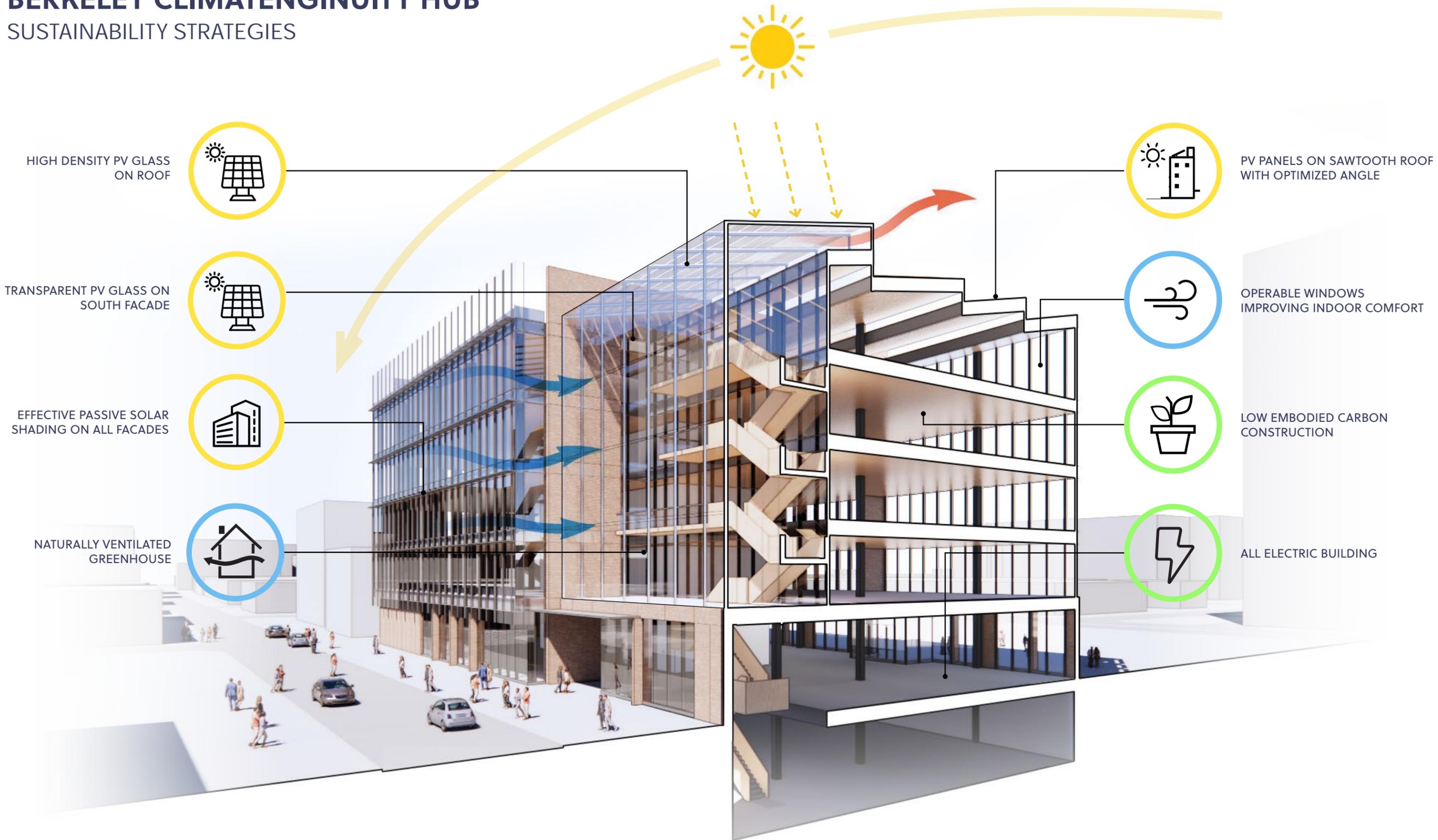
The focal point of the project is a multi-story space on south east that is passively ventilated to create a semi-enclosed indoor/outdoor experience. Tenants could come to the space for respite and creative thinking. The stair in the space is both practical and sculptural, with generous landings for people to pause and enjoy the space. On Level 2 there is an east roof terrace which allows the building community to have visibility to each other and encourages ad hoc and informal collaborations across disciplines.

The ground floor of the building would echo nearby historic architecture, with the brick façade providing a touch of warmth. The brick base houses event spaces including the Symposium, a generously sized Micro-kitchen, backed by a catering kitchen to support more formal events, a Bike Room with showers and associated lockers. Shared amenity spaces, tenant, and visitor circulation journey throughout the building, have been conceived to have a peek into the laboratory & office program, thereby showcasing the work activity of climate scientists, without direct access to private equipment. This journey is science on display.



BERKELEY CLIMATENGINEUNITY HUB

SUSTAINABILITY STRATEGIES



BERKELEY CLIMATENGINEUNITY HUB

ARRIVAL ON ADDISON STREET



BERKELEY CLIMATENGINEUNITY HUB

ARRIVAL ON ADDISON STREET



BERKELEY CLIMATEINGUITY HUB

ARRIVING FROM OXFORD STREET



FUTURE BUILDING

BERKELEY CLIMATENGINEUNITY HUB

ARRIVING FROM WEST ADDISON STREET



Landscape Design

OXFORD STREET

The BCH building will be set 2 feet minimum back from Oxford Street, allowing the sidewalk to be widened from 10 feet to 12 feet, with new street trees and a more comfortable pedestrian experience connecting the campus to the new courtyard entrance. A section of parallel parking will be converted to passenger loading. New zelkova trees are recommended to match the existing trees at BAMPFA's Oxford Street frontage.

ADDISON STREET

The existing sidewalk is 9 feet wide with a 160-foot-long red curb for the AC Transit bus stop located at the west end of Addison. Per AC transit design guidelines, no street trees are allowed along the entire frontage of the bus stop. The Addison streetscape design base option is to preserve the existing bus stop at the original location. An alternate option is to move the bus stop to the west, closer to Kala Bagai Way, and clear the sidewalk in front of BCH for street tree planting, parallel parking, and a potential bulbout expansion. Further design of Addison Street and the entry plaza at the corner of Addison and Oxford Streets is on hold.

SERVICE DRIVE

The loading dock will be on Addison Street at the west side of the parcel, providing vehicle access to the transformer and generator. The entire 34-foot-wide service drive will be traffic-rated. The service drive will be primarily paved with asphalt and vehicular-rated concrete paving, marking the egress path along the face of the building. Existing retaining walls along the west and north sides of the service drive will remain.



OXFORD STREET FRONTAGE



ADDISON STREET FRONTAGE

