Mayor
Lisa Motoyama
Mayor Pro Tem
Tessa Rudnick

THE CITY OF EL CERRITO

AGENDA

Councilmembers
Paul Fadelli
Gabriel Quinto
Carolyn Wysinger

TUESDAY, APRIL 4, 2023

SPECIAL CITY COUNCIL MEETING (4:45 PM)
Hillside Conference Room - 10890 San Pablo Ave, El Cerrito
Join Via Zoom:
https://us06web.zoom.us/j/83099734633?pwd=QTU3cTRrTURKOWxmZnl2MTU0TFNPQT09
Meeting ID: 830 9973 4633 **Password:** 827292 **Dial in:** 1-408-638-0968

REGULAR CITY COUNCIL MEETING (6:00 PM)
Council Chambers - 10890 San Pablo Ave, El Cerrito
Join Via Zoom:
https://us06web.zoom.us/j/83639094134?pwd=SVRWSEo0QUlXWUF0d05BQldOVkc3UT09
Meeting ID: 836 3909 4134 **Password:** 530555 **Dial in:** 1-408-638-0968

View (Regular Meeting Only):
1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.el-cerrito.org/CouncilMeetingMaterials

Accommodations: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 510-215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations. Closed Captions available via zoom.

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *Via Zoom* using the "Raise Hand" icon to request to speak.
3. *By Phone* at 1-408-638-0968, dial ***9** to "raise your hand".
4. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

4:45 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449

2. ORAL COMMUNICATIONS FROM THE PUBLIC

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person and to items on the special meeting agenda only.

3. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Action Proposed: Staff requests that City Council conduct interview(s) and, at the conclusion, confer with staff regarding the ongoing recruitments, any remaining vacancies, and the scheduling of further special meetings to conduct interviews (if applicable). Council may decide to make appointments at the conclusion of the meeting.
Contact: Holly M. Charlety, City Clerk, City Management

4. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Karen Pinkos, City Manager; Alexandra Orologas, Assistant City Manager; Shannon Bassi, Senior Human Resources Analyst; Glenn Berkheimer, Labor Negotiator; and Sky Woodruff, City Attorney.
Employee Organizations: Public Safety Management Association
Contact: Sky Woodruff, City Attorney, City Management

5. ADJOURN REGULAR CITY COUNCIL MEETING

6:00 PM ROLL CALL – CONVENE REGULAR CITY COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF A MOMENT OF SILENCE

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

Reports of closed session, commission appointments and informational reports on matters of general interest which are announced by the City Council and staff.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers and may limit the total time for public comment to facilitate the completion of business on the agenda. Comments regarding non-agenda, presentation and consent calendar items will be heard first.

Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda will be heard prior to the City Council taking action on each item.

5. PRESENTATIONS

A. El Cerrito Library Update and National Library Week Proclamation

Action Proposed: Receive and file an update from the El Cerrito Library and pass a motion to approve a proclamation declaring April 23-29, 2023 as National Library Week in the City of El Cerrito and encourage all residents to visit the library.
Contact: Heidi Goldstein, Senior Community Library Manager, Contra Costa County Library

B. 2022 El Cerrito National Community Survey Presentation

Action Proposed: Receive and file a presentation of results from the 2022 National Community Survey conducted in El Cerrito.
Contact: Brandon Barnett, Survey Research Team Manager, Polco; Karen Pinkos, City Manager, City Management

6. ADOPTION OF THE CONSENT CALENDAR

All items on the consent calendar shall be acted upon in one motion, unless a member of the City Council or staff request separate consideration.

A. Environmental Quality Committee Appointment Recommendation

Action Proposed: Approve an Environmental Quality Committee recommendation to appoint Pamela Austin to the Environmental Quality Committee, effective April 11, 2023.
Contact: Christina Leard, Management Analyst III; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

B. Earth Day Proclamation

Action Proposed: Pass a motion to approve a proclamation declaring Saturday, April 15, 2023 as “Earth Day” in the City of El Cerrito and encouraging all residents and businesses to help make El Cerrito a greener, healthier, more sustainable place for all.
Contact: Laurenteen Brazil, Waste Prevention Specialist; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

C. Fair Housing Month Proclamation

Action Proposed: Pass a motion to approve a proclamation to proclaim April as Fair Housing Month in El Cerrito.
Contact: Holly M. Charlety, City Clerk, City Management

D. Resolution of Support to End Oil and Gas Drilling in Contra Costa County

Action Proposed: Adopt a Resolution Urging Contra Costa County to end new permitting of oil and gas drilling in Contra Costa County, and phase out existing oil and gas development activites and associated infrastructure.
Contact: Holly M. Charlety, City Clerk, City of El Cerrito

E. El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement Project - Cooperative Agreement No. 04-2921

Action Proposed: Adopt a resolution approving and authorizing the City Manager to execute Cooperative Agreement No. 04-2921 (Cooperative Agreement) between the State of California Department of Transportation (Caltrans) and the City of El Cerrito (City) for the Construction component of the El Cerrito del Norte Transit-Oriented Development (TOD) Complete Streets Improvement Project.
Contact: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

F. Authorize Annual Report for Landscaping and Lighting Assessment District for Fiscal Year 2023-24

Action Proposed: Adopt a resolution directing NBS Local Government Solutions (NBS) to prepare and file the annual Landscaping and Lighting Assessment District No. 1988-1 report for Fiscal Year (FY) 2023-24.
Contact: Holly Charléty, City Clerk, City Management; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

7. PUBLIC HEARINGS

8. POLICY MATTERS

9. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

Mayor and City Council communications regarding local and regional liaison assignments, committee reports, and any required reporting under AB 1234 for meetings (as defined by the Brown Act) attended at the public's expense.

10. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, April 18, 2023 at 6:00 p.m.

The City of El Cerrito serves, leads and supports our diverse community by providing exemplary and innovative services, public places and infrastructure, ensuring public safety and creating an economically and environmentally sustainable future.

AGENDA BILL

Agenda Item No. 3.

Date: April 4, 2023
To: El Cerrito City Council
From: Holly M. Charlety, City Clerk, City Management
Subject: COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

ACTION PROPOSED

Staff requests that City Council conduct interview(s) and, at the conclusion, confer with staff regarding the ongoing recruitments, any remaining vacancies, and the scheduling of further special meetings to conduct interviews (if applicable). Council may decide to make appointments at the conclusion of the meeting.

BACKGROUND/ANALYSIS

City staff continues to publicize board, commission and committee vacancies as they occur. Vacancies are published on the City's website and in the West County Times; posted at City Hall, the Community Center, the Library and other various locations throughout the City including Little Libraries. Staff continues to utilize the City Manager's Update, social media outlets, and press releases to increase awareness and opportunities for citizens to participate by attending meetings and/or serving on a Board, Commission or Committee.

INTERVIEW SCHEDULE

Interviews scheduled for this meeting are as follows:

4:45	Troy Tyler	Park and Recreation Commission
5:00	Mina Wilson	Human Relations Commission

STRATEGIC PLAN CONSIDERATIONS

This section is not applicable to this agenda item.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

Holly Charléty, City Clerk

Attachments:

1. Current Rosters
2. Current Vacancies

Park and Recreation Commission

Term Length: 48 Months **Max Terms:** 2 Term(s)

Number of Members: 7 **Meeting Schedule:** 4th Wednesday of the Month

Meeting Time: 7:00 PM

Meeting Location: Council Chambers

Meeting Address: 10890 San Pablo Avenue, El Cerrito, CA

Type: Commission

Description: The Park and Recreation Commission acts in an advisory capacity to the City Council on all matters pertaining to public recreation, including parks, playgrounds, landscaping, childcare, the arts, educational courses and entertainment.

Council Liaison:
Mayor Pro Tem Tessa Rudnick

trudnick@ci.el-cerrito.ca.us

Staff Liaison:
Chris Jones
510-559-7005
cjones@ci.el-cerrito.ca.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Norman La Force	03/01/2020	2	03/01/2024
2	Carinne Brody	03/01/2023	1	03/01/2027
5	Jennifer Kaczor	03/01/2021	1	03/01/2025

Human Relations Commission

Term Length: 48 Months **Max Terms:** 2 Term(s)

Number of Members: 7 **Meeting Schedule:** 2nd Wednesday of the Month

Meeting Time: 7:00 PM

Meeting Location: Council Chambers

Meeting Address: 10890 San Pablo Avenue, El Cerrito, CA

Type: Commission

Description: The purpose of the Human Relations Commission is to initiate educational and cultural programs, promote tolerance and mutual respect between all persons. When requested by the City Council, the Commission will evaluate and make recommendations regarding discrimination charges levied against the City. Commission members shall be generally representative of the demographics of the City including the racial, religious, age, gender, ethnic, and other groups.

Council Liaison:
Mayor Pro Tem Tessa Rudnick

trudnick@ci.el-cerrito.ca.us

Staff Liaison:
Shannon Bassi
510-215-4323
sbassi@ci.el-cerrito.ca.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Rebecca Curry	03/01/2023	1	03/01/2027
3	Buddy Akacić	03/01/2021	2	03/01/2025

THE CITY OF
EL CERRITO
OFFICE OF THE CITY CLERK

CURRENT VACANCIES
ON BOARDS, COMMISSIONS & COMMITTEES

The El Cerrito City Council is seeking applicants interested in serving on its Boards, Commissions and Committees (Advisory Bodies). Members of Advisory Bodies provide an invaluable service to our community. Serving as a member can be a rewarding experience for community service minded residents. It is an excellent way to participate in local government and to make a personal contribution to the improvement of your community. Members are appointed by the City Council for terms of four years. Meetings are generally held once a month during evening hours.

~~**Interested parties are required to attend two of the last three meetings of the advisory body applied prior to submitting an application.**~~ *(this requirement has been temporarily suspended by City Council until 6/30/2023).* Applications are accepted on an ongoing basis and will remain valid for a period of one year.

Current vacancies are listed below. Click on the applicable link to find out more information about the advisory body.

Advisory Body	Vacancies
Arts & Culture Commission	2
Committee on Aging	5
Citizen Street Oversight Committee*	1
Civil Service Commission*	1
Crime Prevention Committee	10
Economic Development Committee	4
Environmental Quality Committee	5
Human Relations Commission	5
Park and Recreation Commission	4
Urban Forest Committee	9

exempt from pre-meeting requirement

Select the Apply Now button below or visit
http://el-cerrito.org/ApplicationforCommissions to access the online application.
Accessibility needs may be addressed by contacting the City Clerk.

For more information, please contact CityClerk@ci.el-cerrito.ca.us or 510-215-4305

Last Updated: March 1, 2023

EL CERRITO CITY COUNCIL PROCLAMATION

Recognizing April 23-29, 2023 as National Library Week in the City of El Cerrito

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities; and

WHEREAS, libraries are accessible and inclusive places that foster a sense of belonging and community; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi, even checking out internet hotspots and raspberry pie kits; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs; and

WHEREAS, in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, the City Council of the City of El Cerrito does hereby proclaim April 23 - 29, 2023 as National Library Week and encourages residents to visit their library to access resources and services.

Dated: April 4, 2023

_____

Lisa Motoyama, Mayor

Polco National Research Center

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Results for El Cerrito, CA 2023 National Community Survey™

Polco

Civic Communication & Analytics Platform

Smarter, better connected communities. A civic surveying, policy polling, and constituent communication tech platform.

National Research Center

Advanced Survey Science & Performance Analytics

Data insights to help communities move forward. The premiere provider of professional civic surveys and performance benchmarking analyses.

Questions about our product?

Visit **www.polco.us** to learn more

Exclusive partners of:

ICMA NLC NATIONAL LEAGUE OF CITIES

Role of Resident Surveys in Local Governance

Monitor trends in resident opinion

Measure government performance

Inform budget, land use, strategic planning decisions

Benchmarking to other communities

Facets of Community Livability

THE NCS™

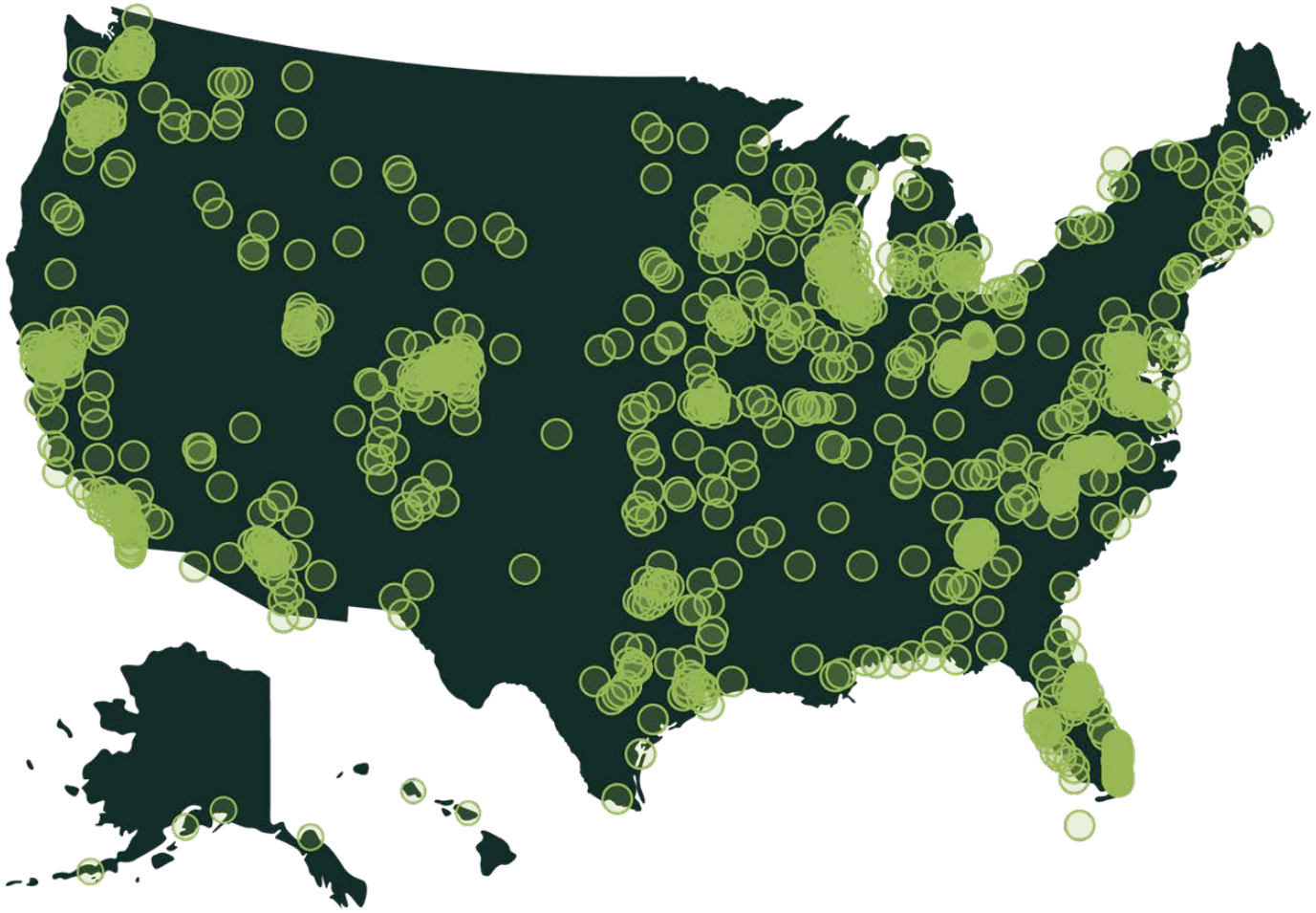
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in El Cerrito

The NCS™ for El Cerrito, CA

- Seventh time conducting The NCS (previous surveys in 2019, 2016, 2012, 2007, 2005, 2003)
- Survey conducted from November 30, 2022– January 11, 2023
- Mailing approach employed:
  - Probability-based sample of 2,800 randomly selected households
  - 457 total responses received
  - 17% overall response rate
  - Non-probability, open-participation survey: 92 responses
- Results statistically weighted to reflect El Cerrito overall
- 95% confidence interval with a +/- 4.6% margin of error

Polco's Benchmarking Database

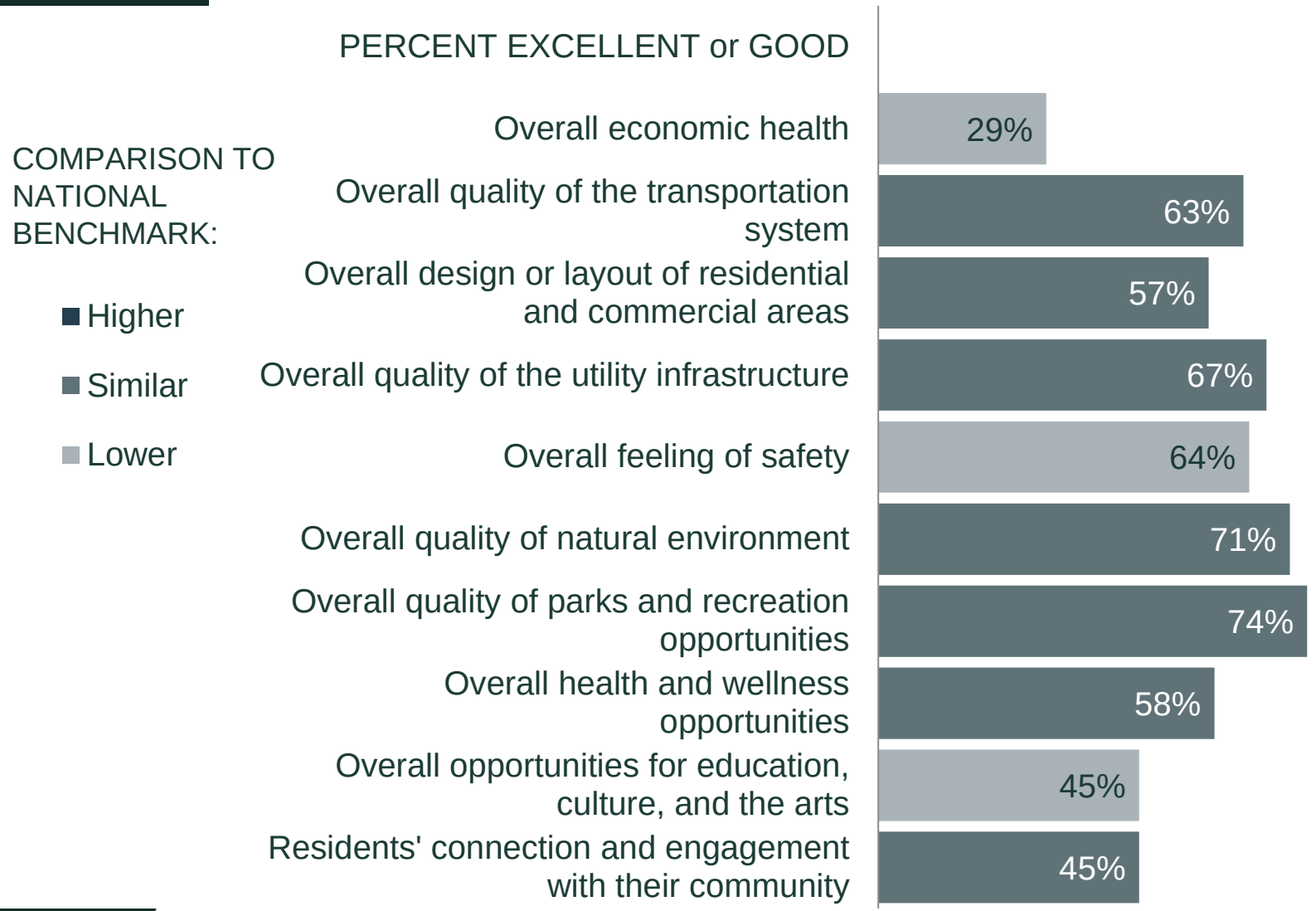


More than **500** comparison communities across the nation.

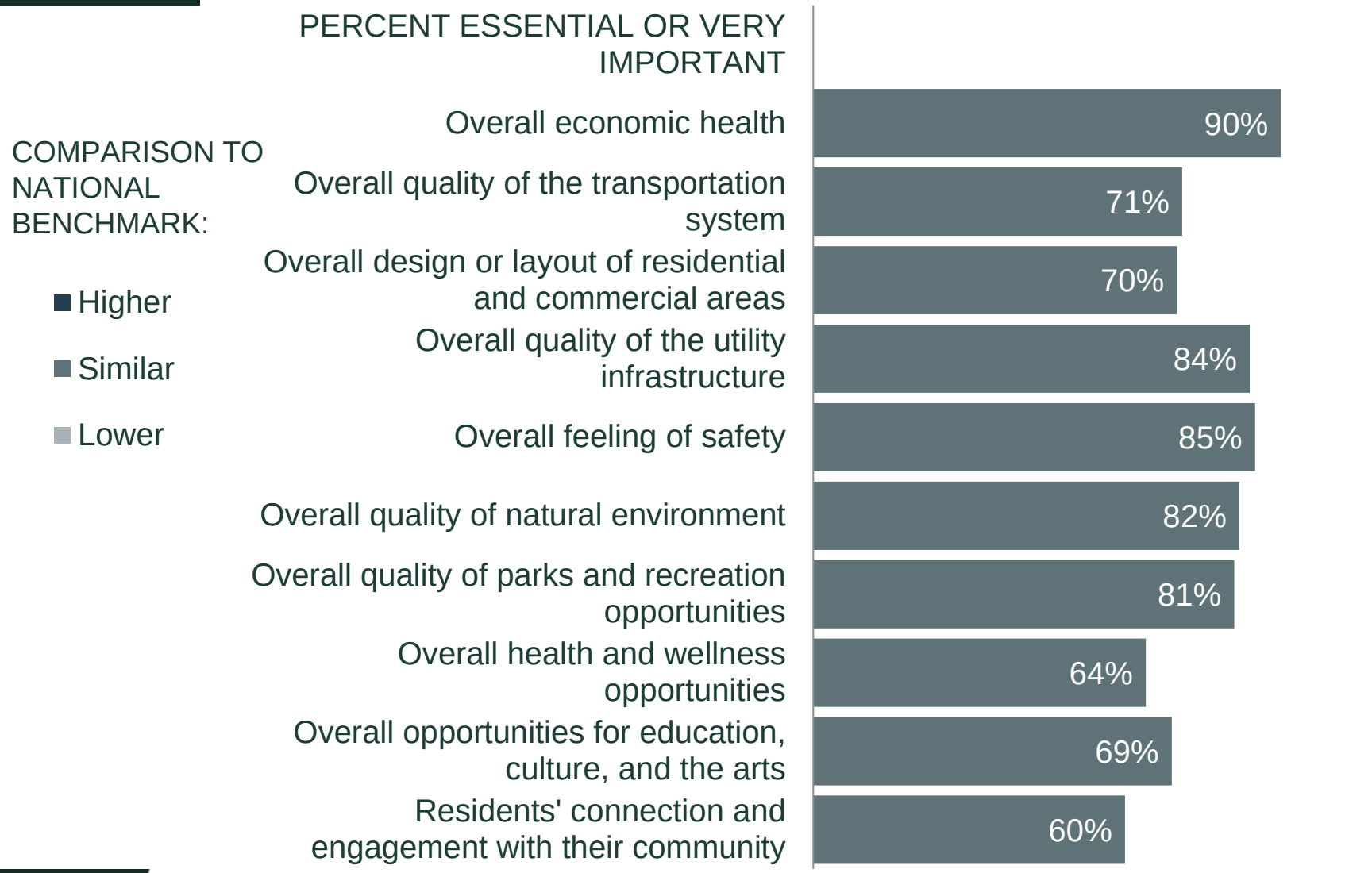
Representing the opinions of more than **50 million** residents.

Overview of Survey Results

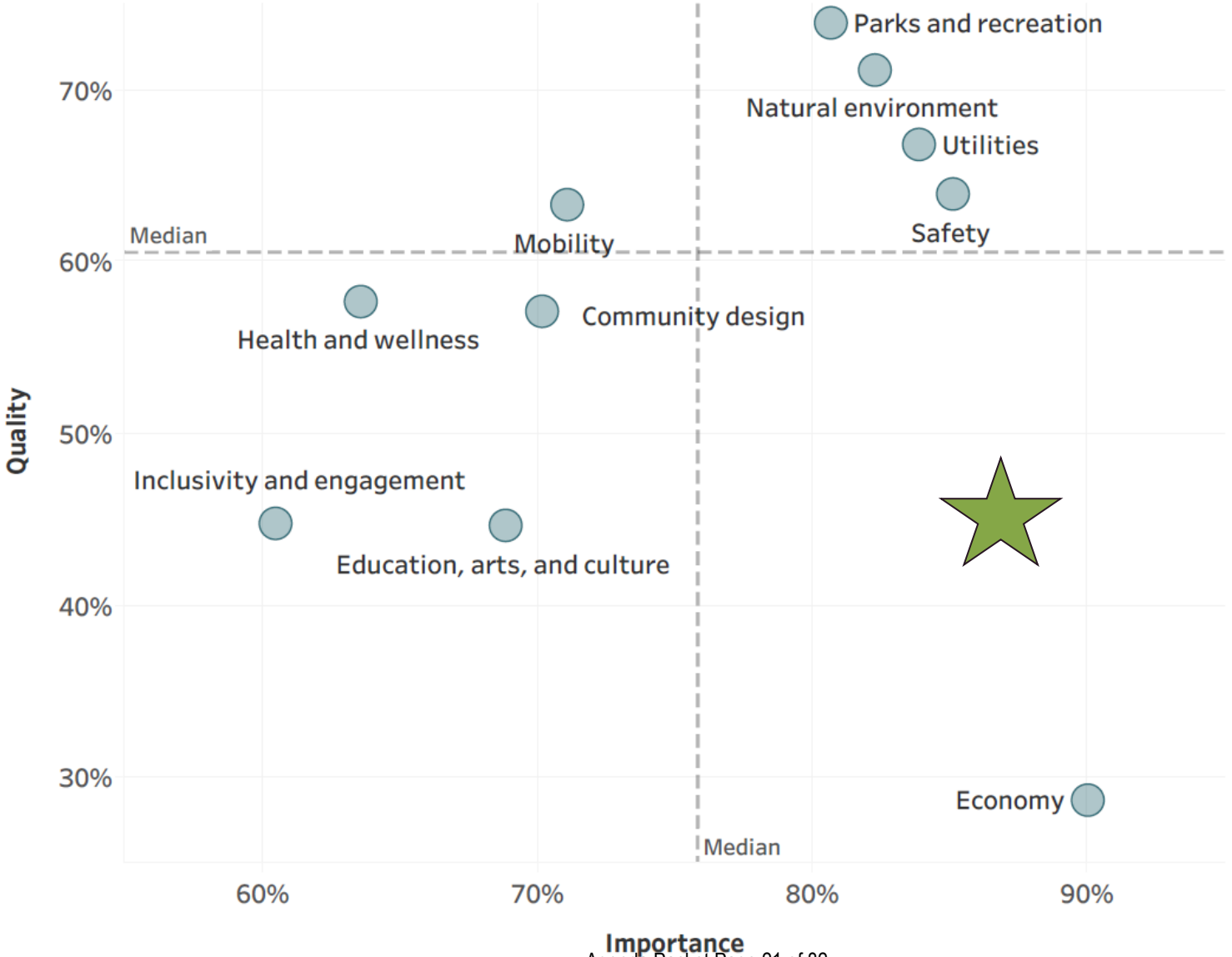
Facets of Community Livability: Quality



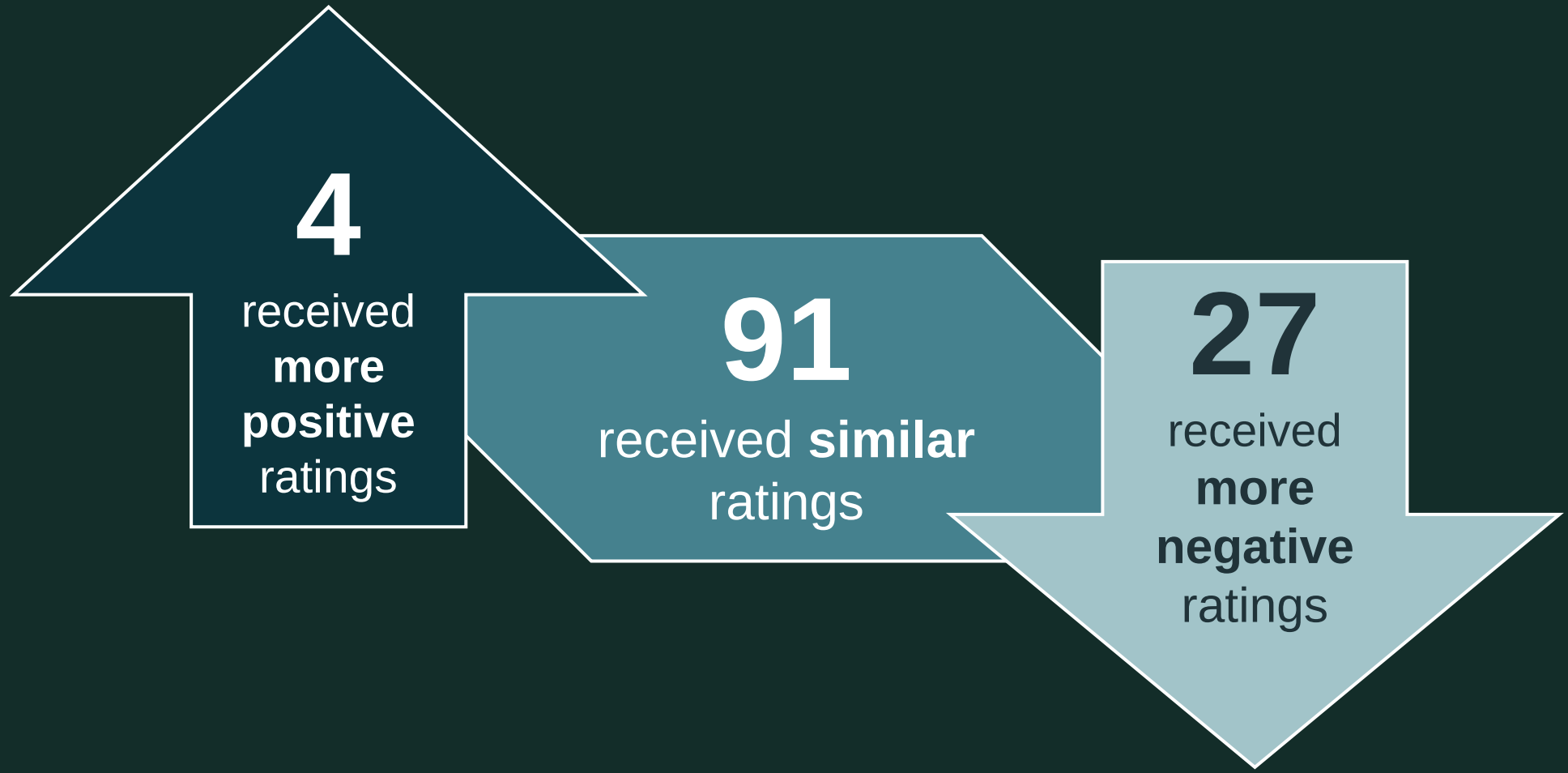
Facets of Community Livability: Importance



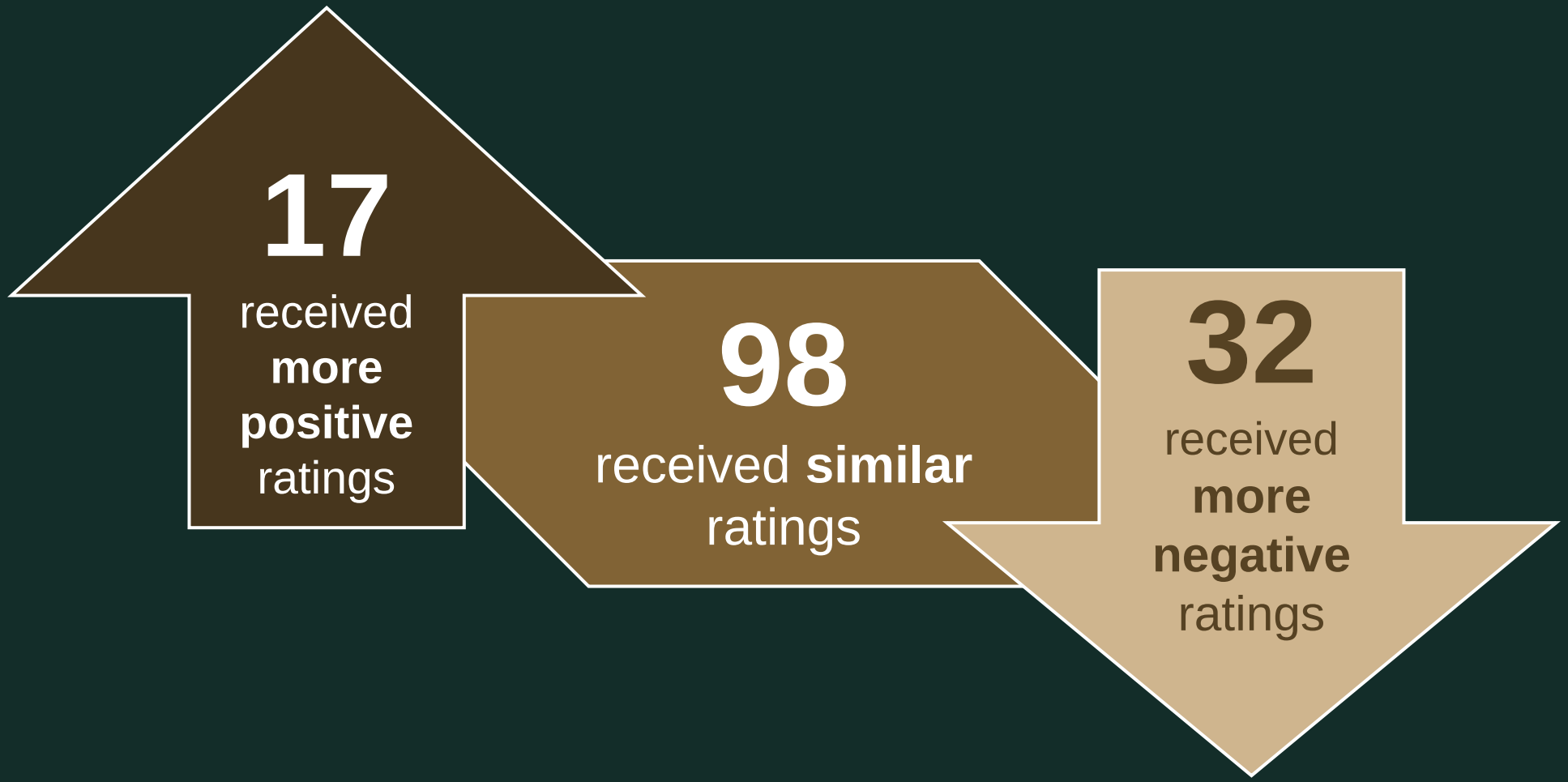
Balancing Quality and Importance



Comparisons to National Benchmarks



Comparisons between 2019 to 2023

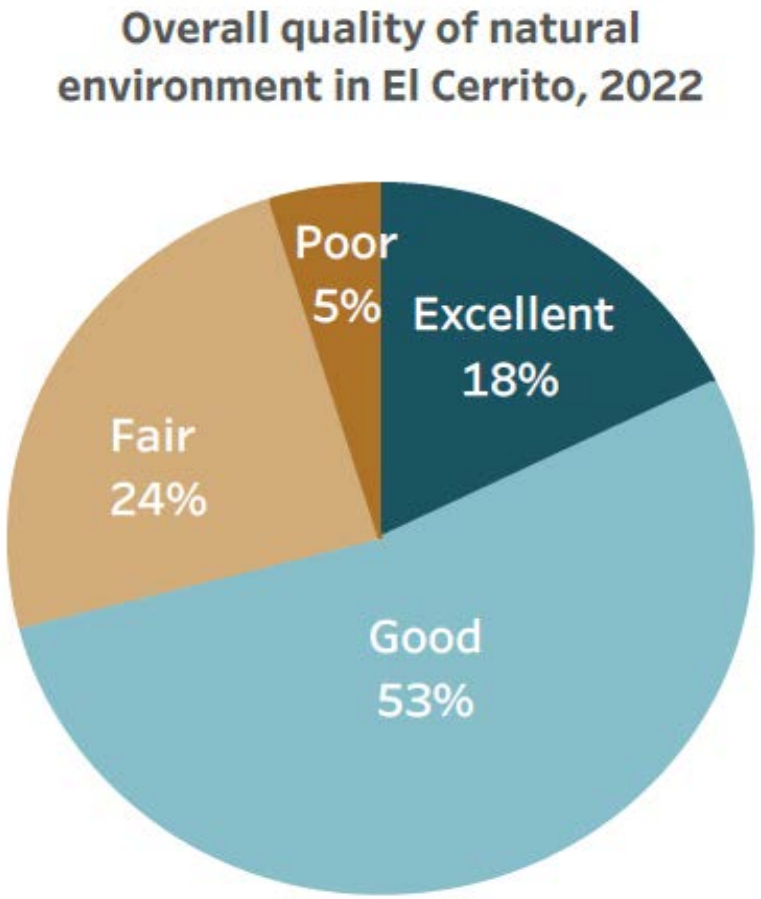


Key Findings

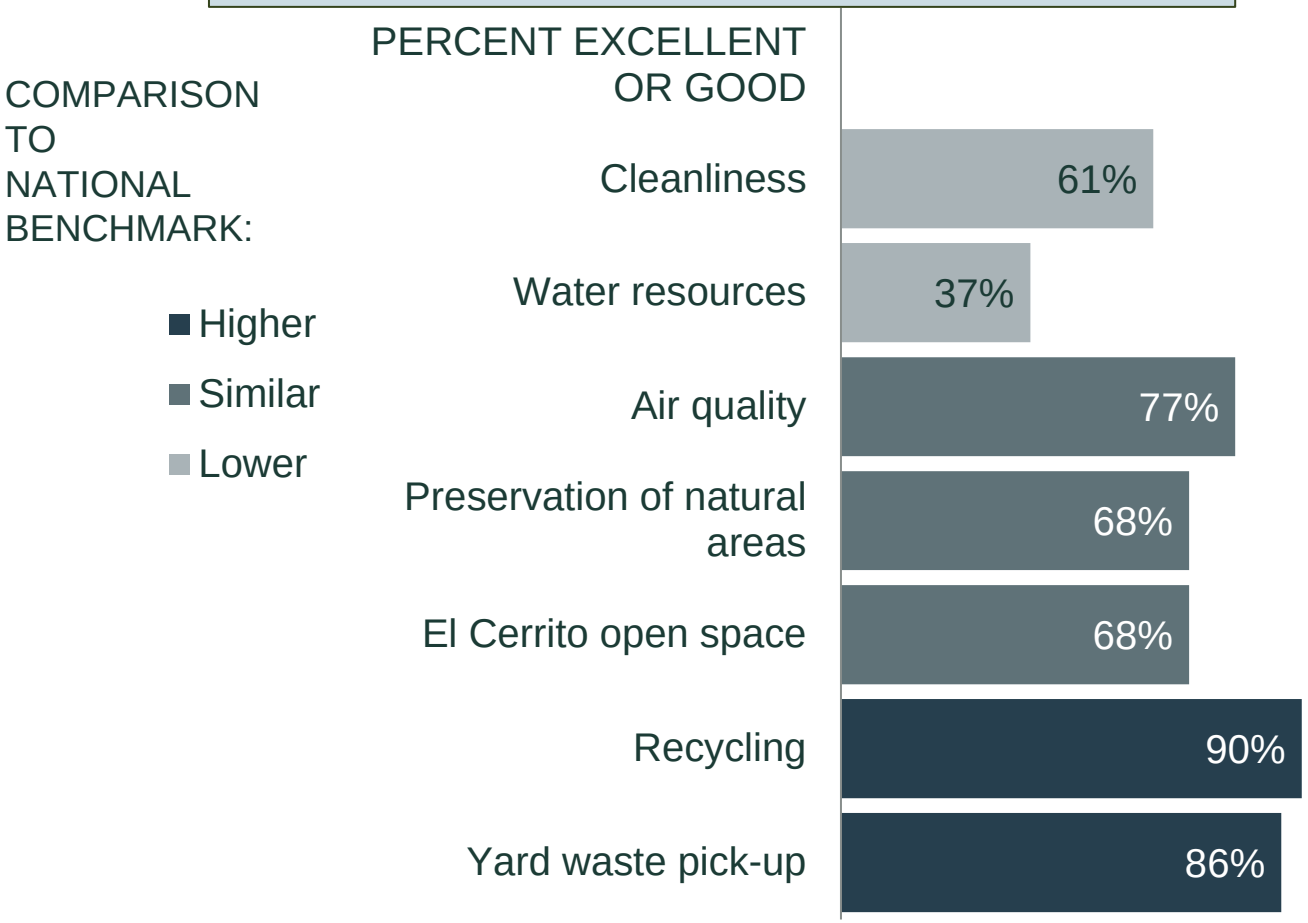
Key Finding #1

The City's natural environment and parks and recreational opportunities are valued by residents, and both areas are a top priority.

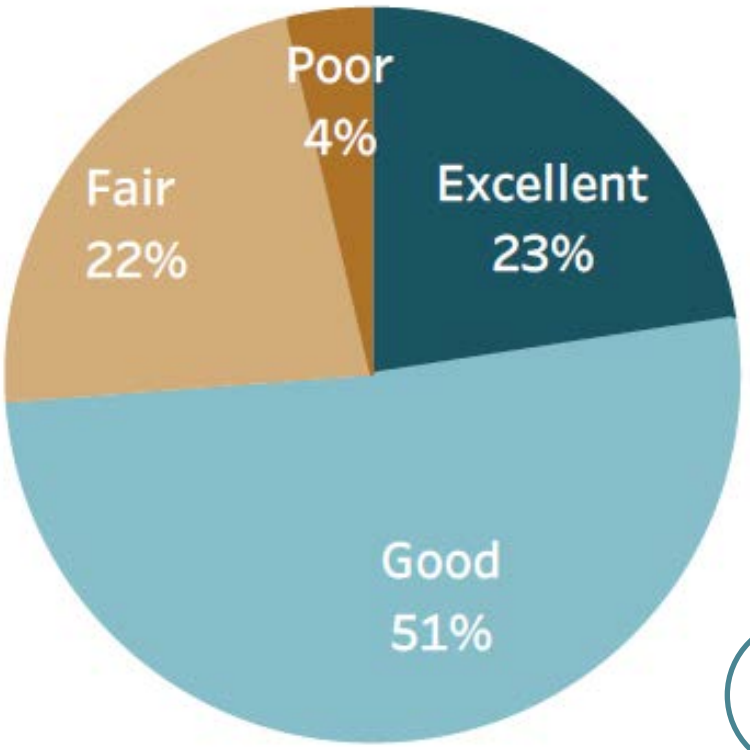
The Natural Environment in El Cerrito



Please rate each of the following in the El Cerrito community:



Parks and Recreation in El Cerrito



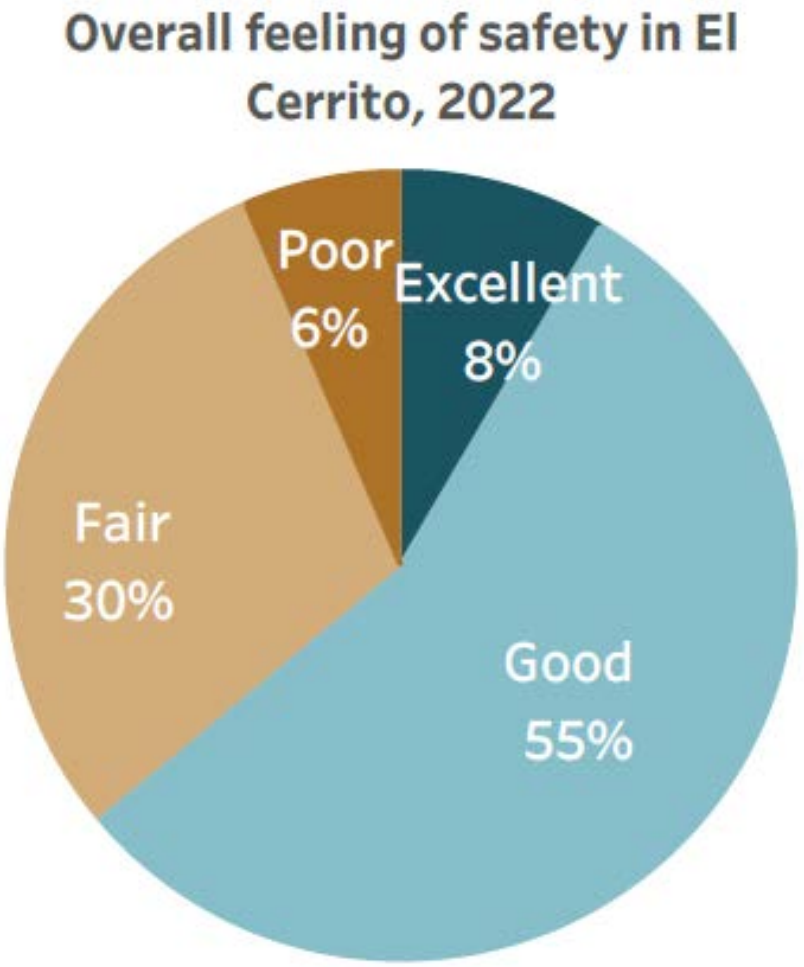
- 76% Availability of paths and walking trails
- 75% City parks
- 73% Fitness opportunities
- 70% Recreation programs or classes
- 70% Recreation centers or facilities
- 69% Recreational opportunities

Percent excellent or good

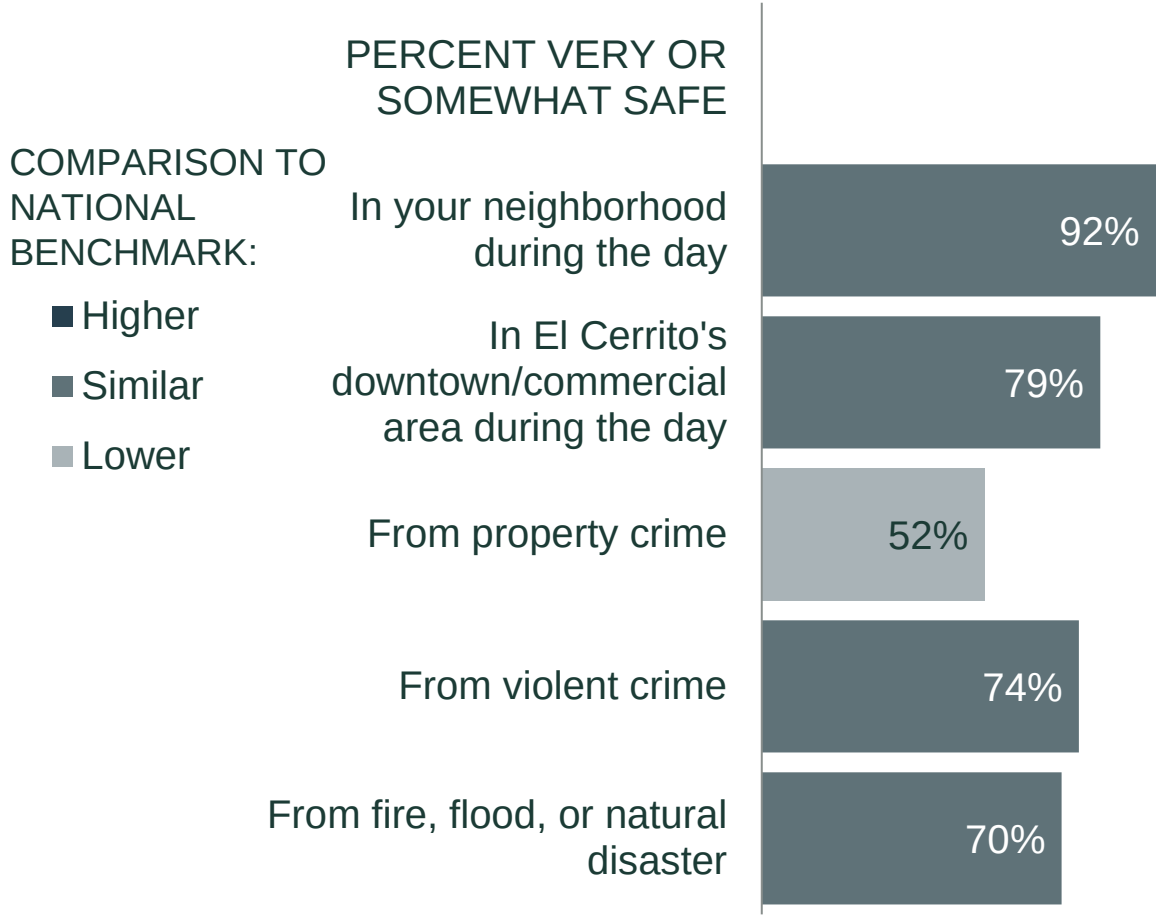
Key Finding #2

Residents generally feel safe in El Cerrito but raise some concerns about property crime and crime prevention.

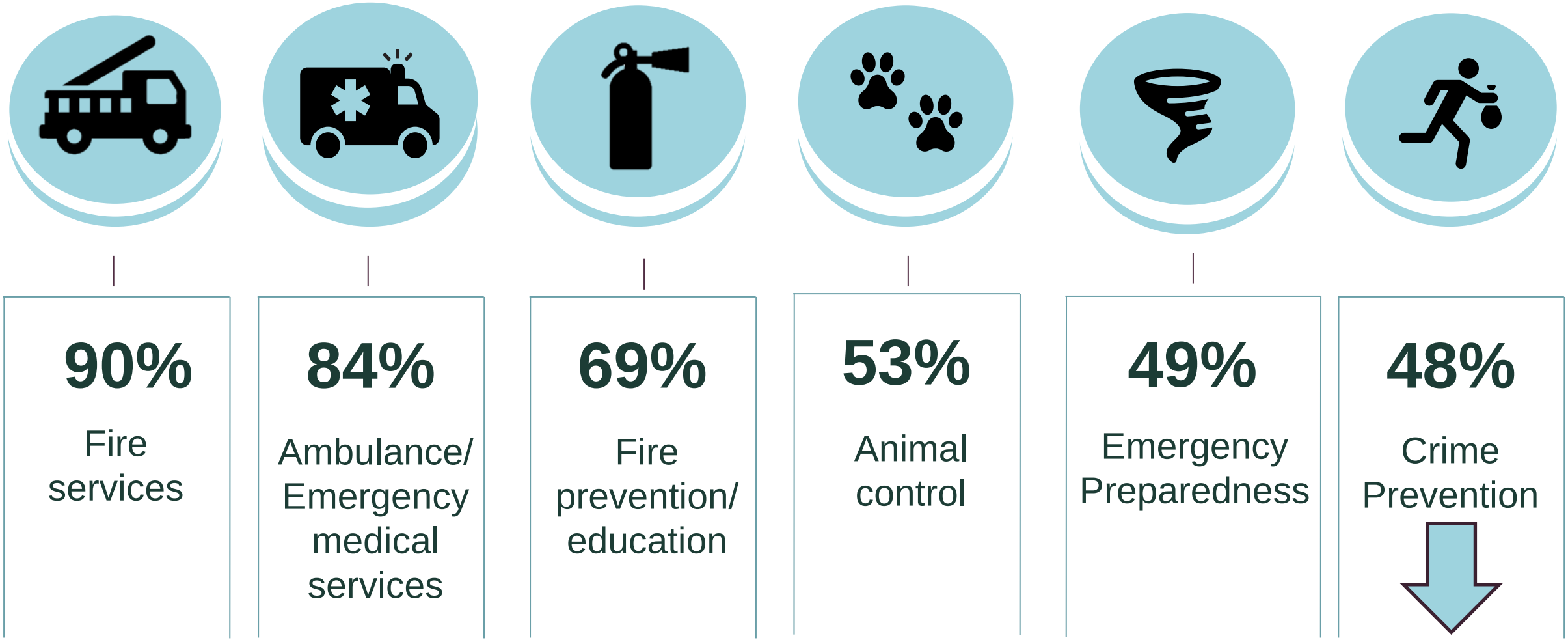
Safety in El Cerrito



Please rate how safe or unsafe you feel:



Safety Services in El Cerrito



Percent excellent or good

Safety in El Cerrito

About

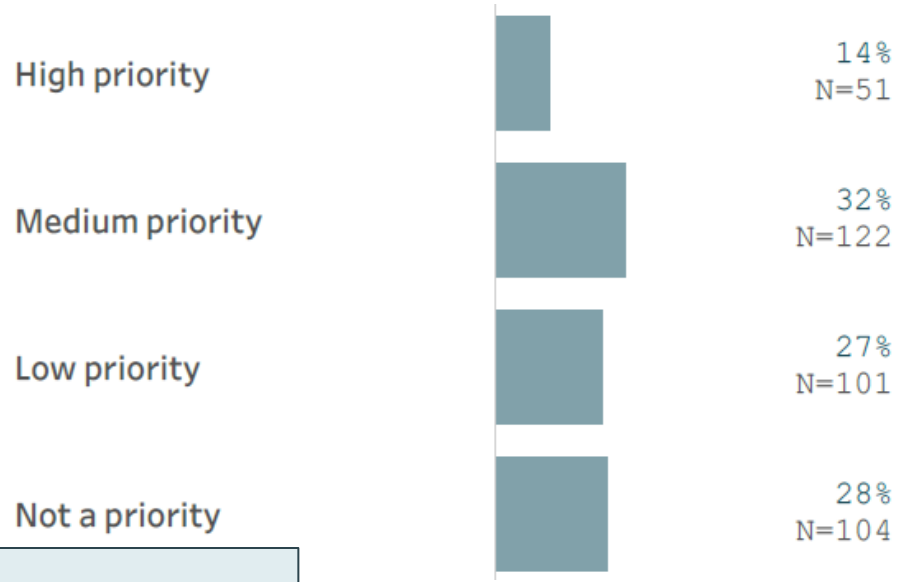
8 in 10

residents gave **excellent** or **good** ratings to the El Cerrito Police Department for:

- Treating all residents fairly
- Enforcing the law
- Using appropriate force

How much of a priority, if at all, should the City place on the following facility initiatives?

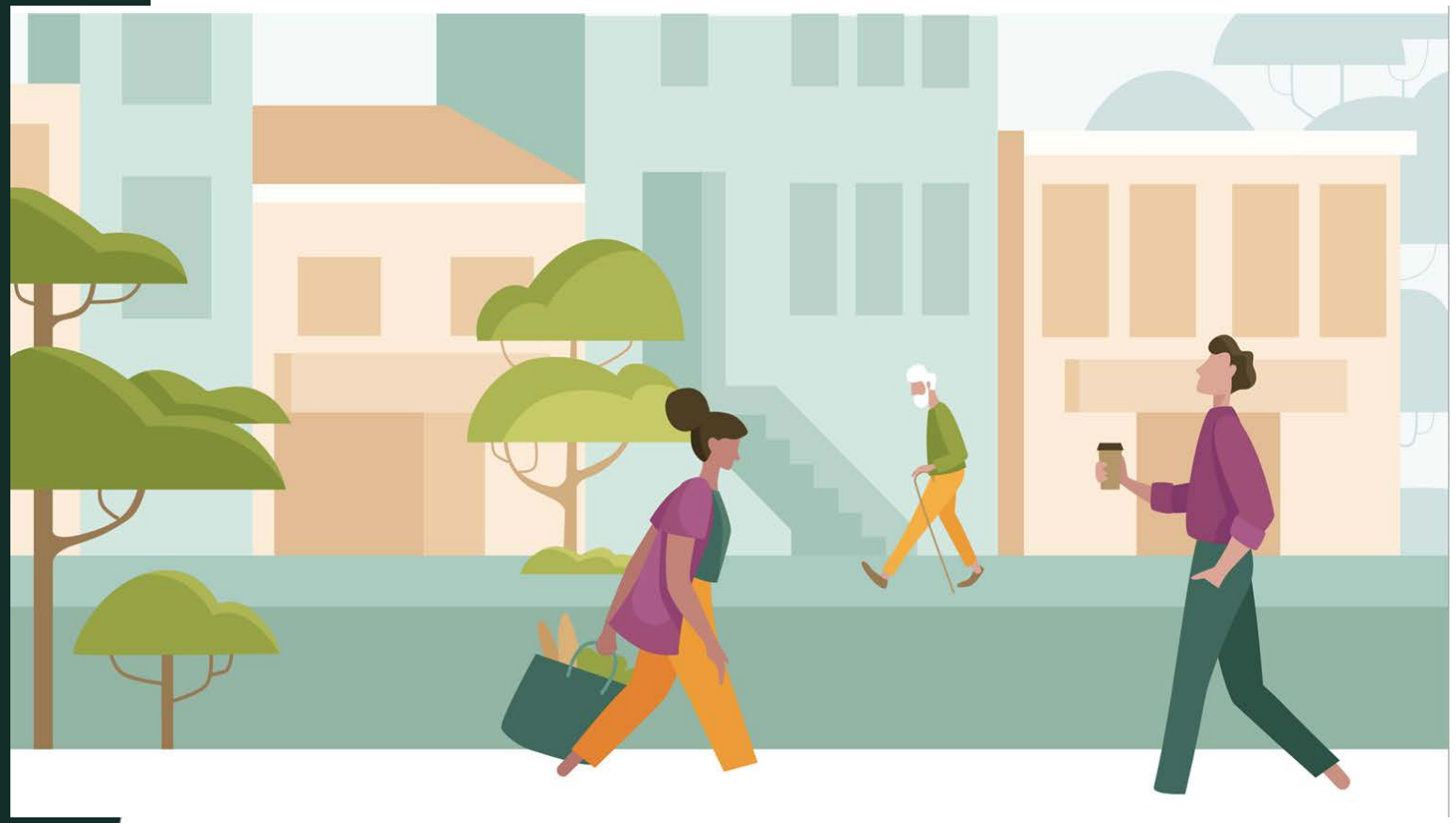
Building a new Public Safety Building (Fire and Police)



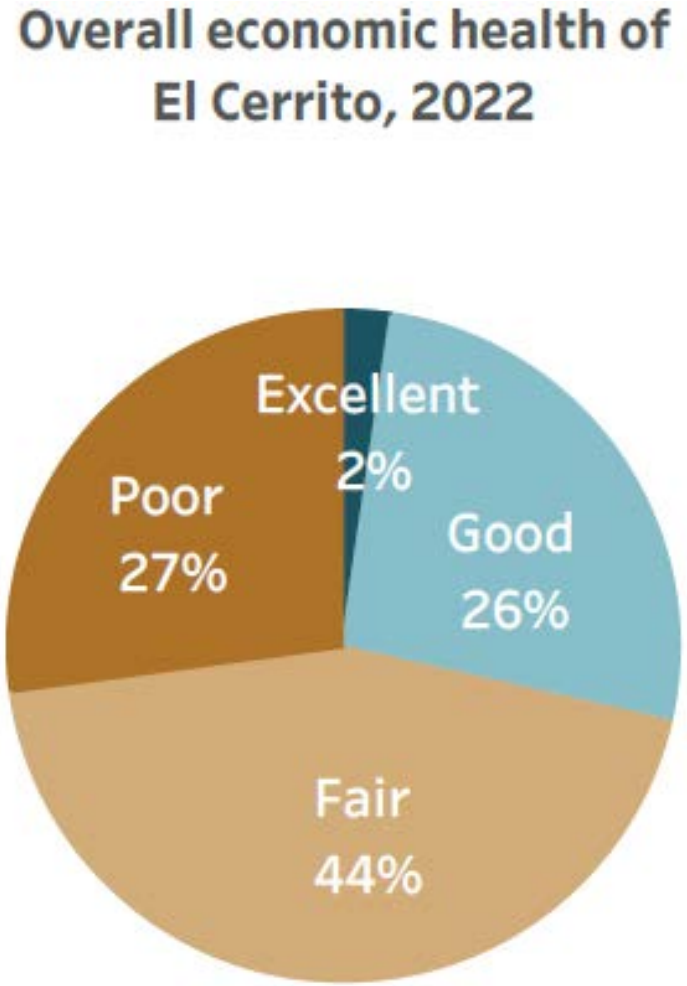
7 in 10 residents feel the El Cerrito Police Department protects residents from violent crime.

Key Finding #3

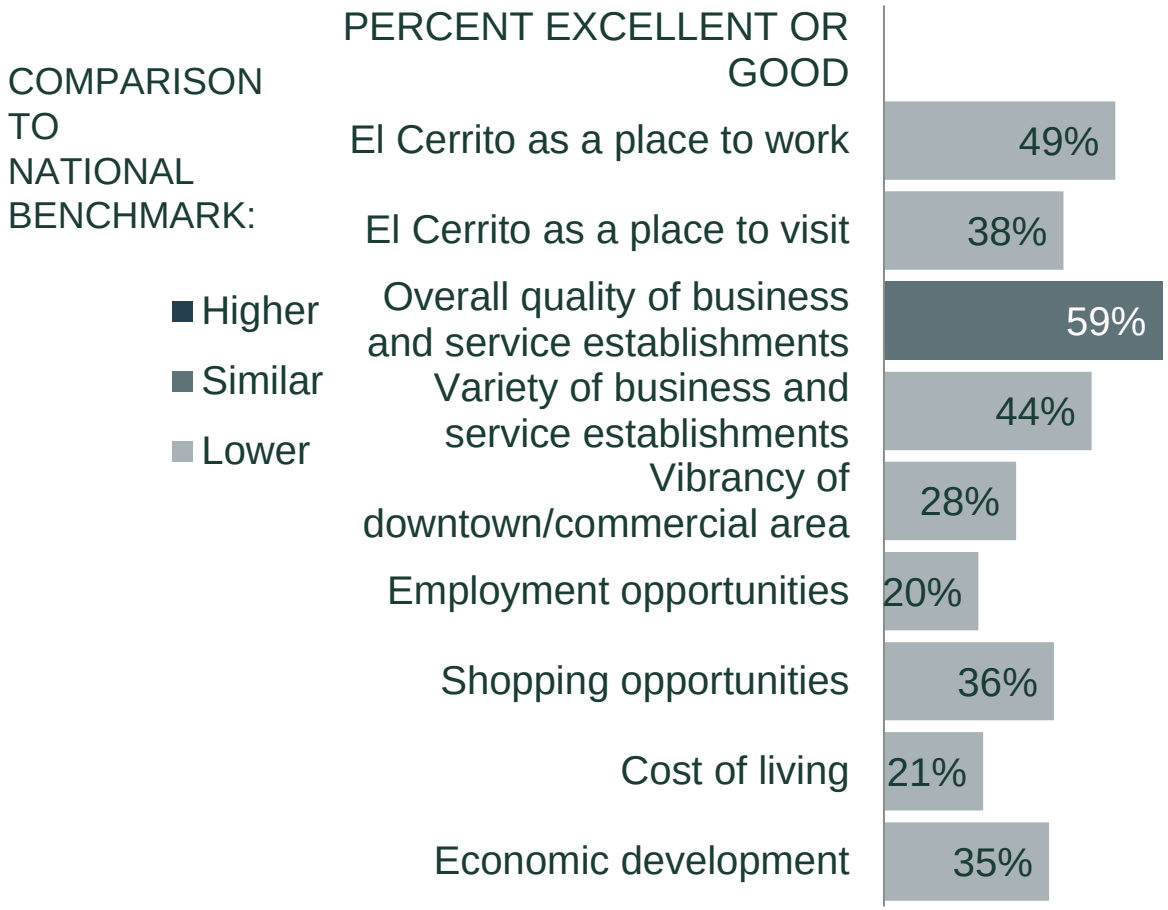
Residents show concern about general affordability and their own economic outlook.



The Economy in El Cerrito



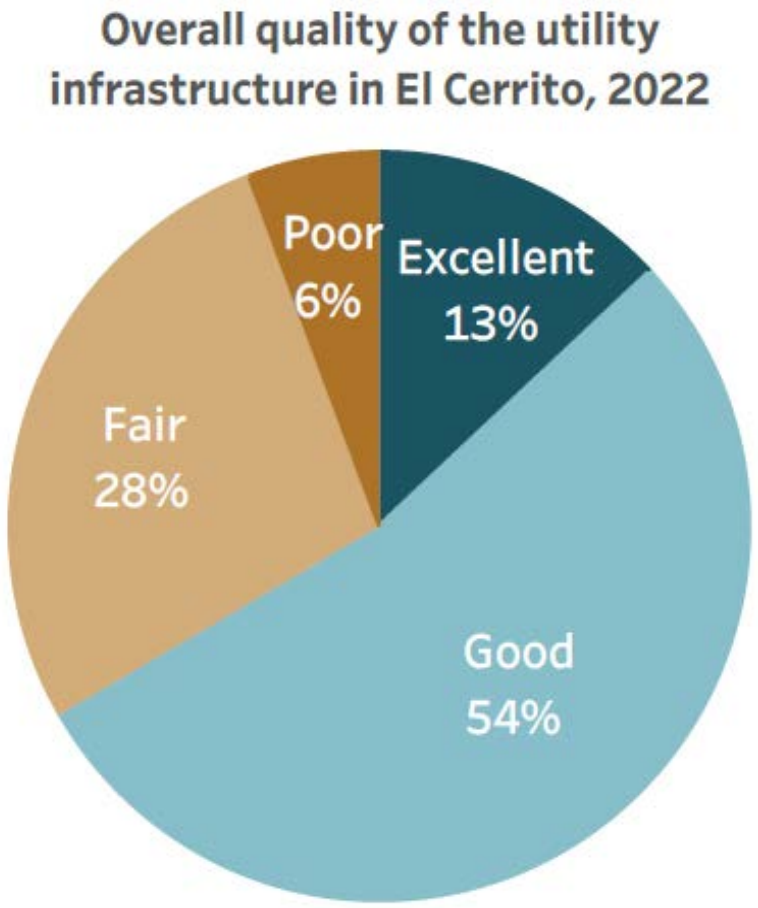
Please rate each of the following in the El Cerrito community:



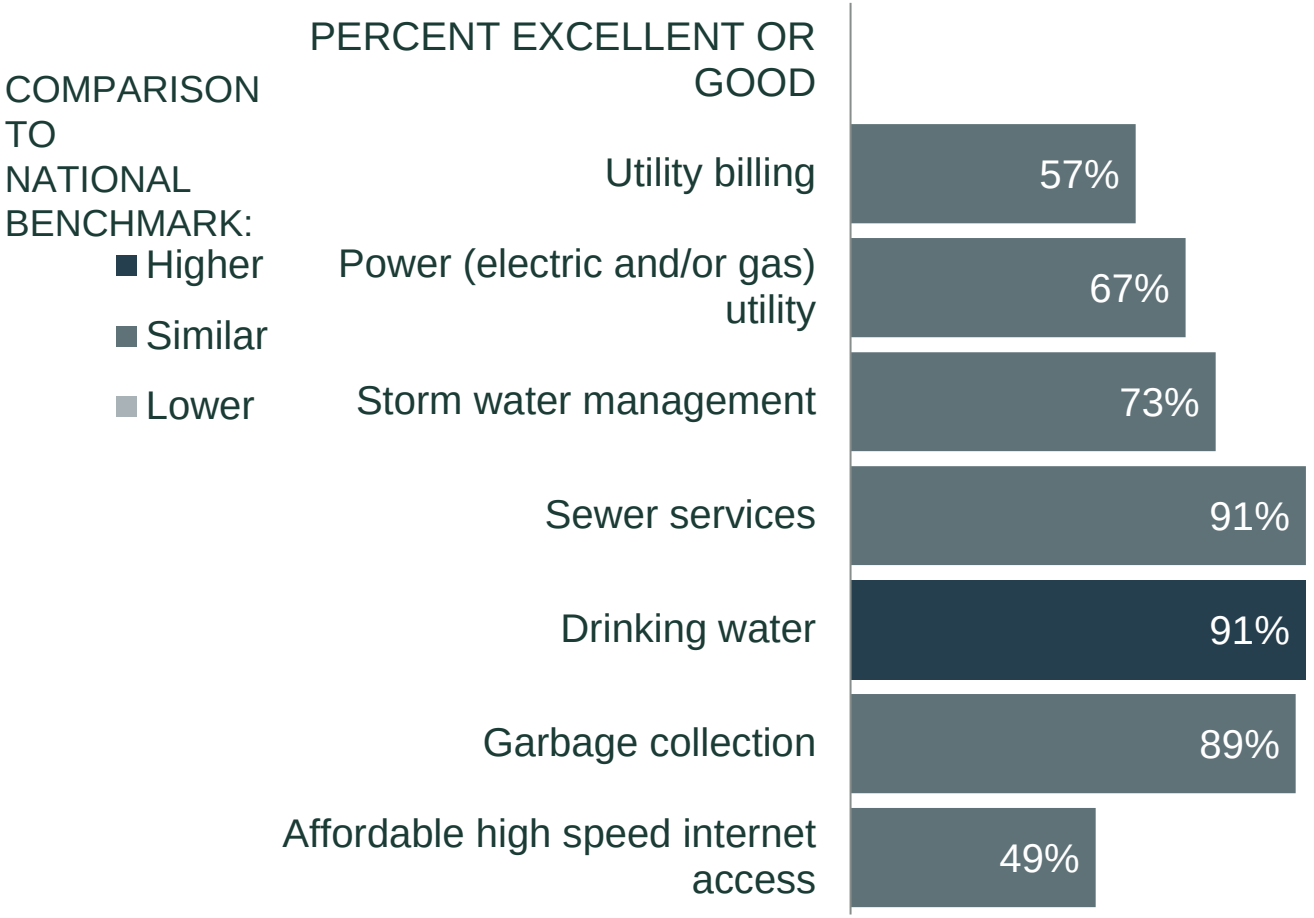
Key Finding #4

Residents value the city's utility infrastructure.

Utilities in El Cerrito



Please rate the quality of each of the following services in El Cerrito:



Additional Special Topics

13. Please rate the job the City of El Cerrito Police Department does at each of the following:

	Excellent	Good	Fair	Poor	Don't know
Enforcing the law	1	2	3	4	5
Using appropriate (not excessive) force on suspects	1	2	3	4	5
Protecting residents from violent crime	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5

14. How much of a priority, if at all, should the City place on the following facility initiatives?

	High priority	Medium priority	Low priority	Not a priority	Don't know
Building a new Public Safety Building (Fire and Police)	1	2	3	4	5
Building a new Library at the El Cerrito Plaza BART development	1	2	3	4	5
Revitalizing Public Works Maintenance/Corporation Yard Building	1	2	3	4	5
Redeveloping the Community Center	1	2	3	4	5
Rebuilding a Senior Center	1	2	3	4	5
Revitalizing the Clubhouses in City Parks	1	2	3	4	5

15. How much would you support or oppose limited parking on residential streets during red flag days for potential evacuation in case of an emergency?

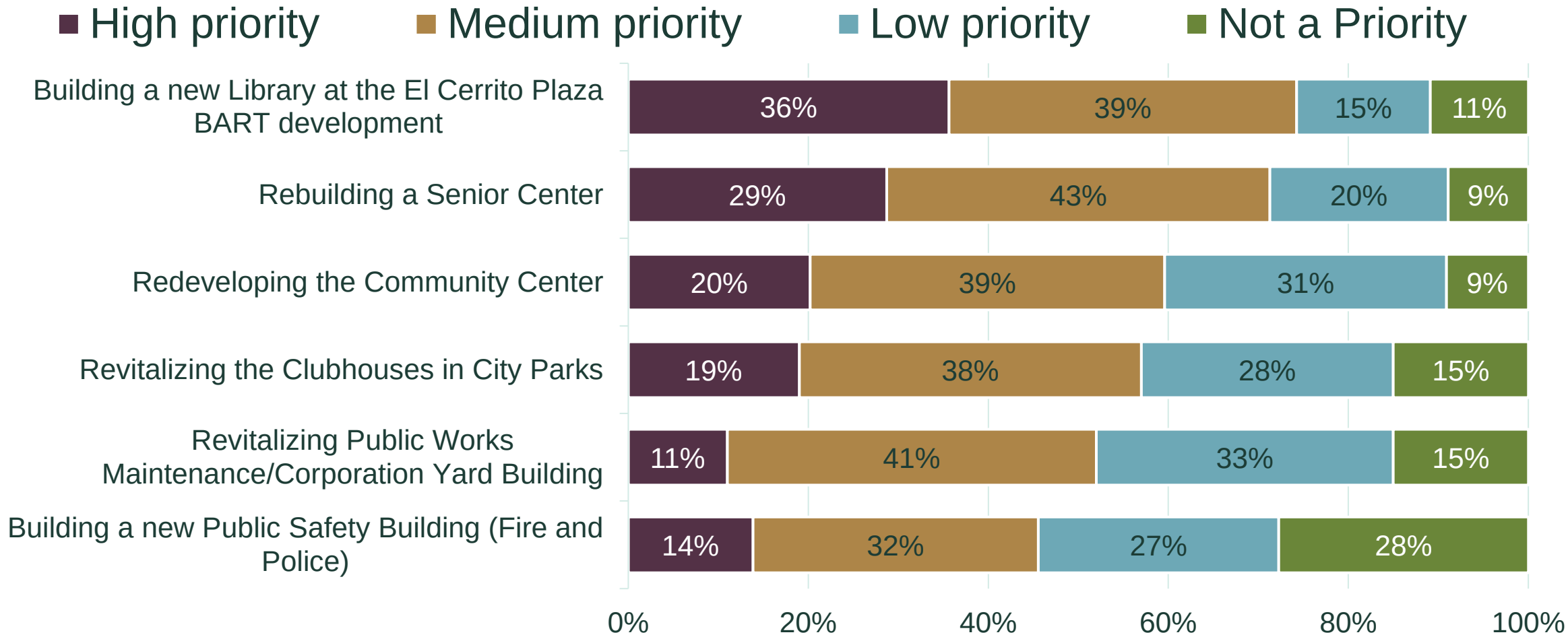
❍ Strongly support ❍ Somewhat support ❍ Somewhat oppose ❍ Strongly oppose ❍ Don't know

16. Tell us how much of a priority, if at all, the City should place on each of the following aspects of the community in the next two years.

	High priority	Medium priority	Low priority	Not a priority	Don't know
Public Safety (e.g., community safety and compliance with state and local law)	1	2	3	4	5
Parks (e.g., well-maintained parks/landscaped areas, sports facilities, etc.)	1	2	3	4	5
Open Space & Trails (e.g., preserving native plants, wildlife, and scenic vistas)	1	2	3	4	5
Recreation (e.g., high quality, reasonably priced recreation/leisure activities)	1	2	3	4	5
Library (e.g., informing/involving the community)	1	2	3	4	5
Senior Services	1	2	3	4	5
Climate Action (e.g., updating Climate Action Plan, efforts towards becoming a carbon-neutral community, etc.)	1	2	3	4	5

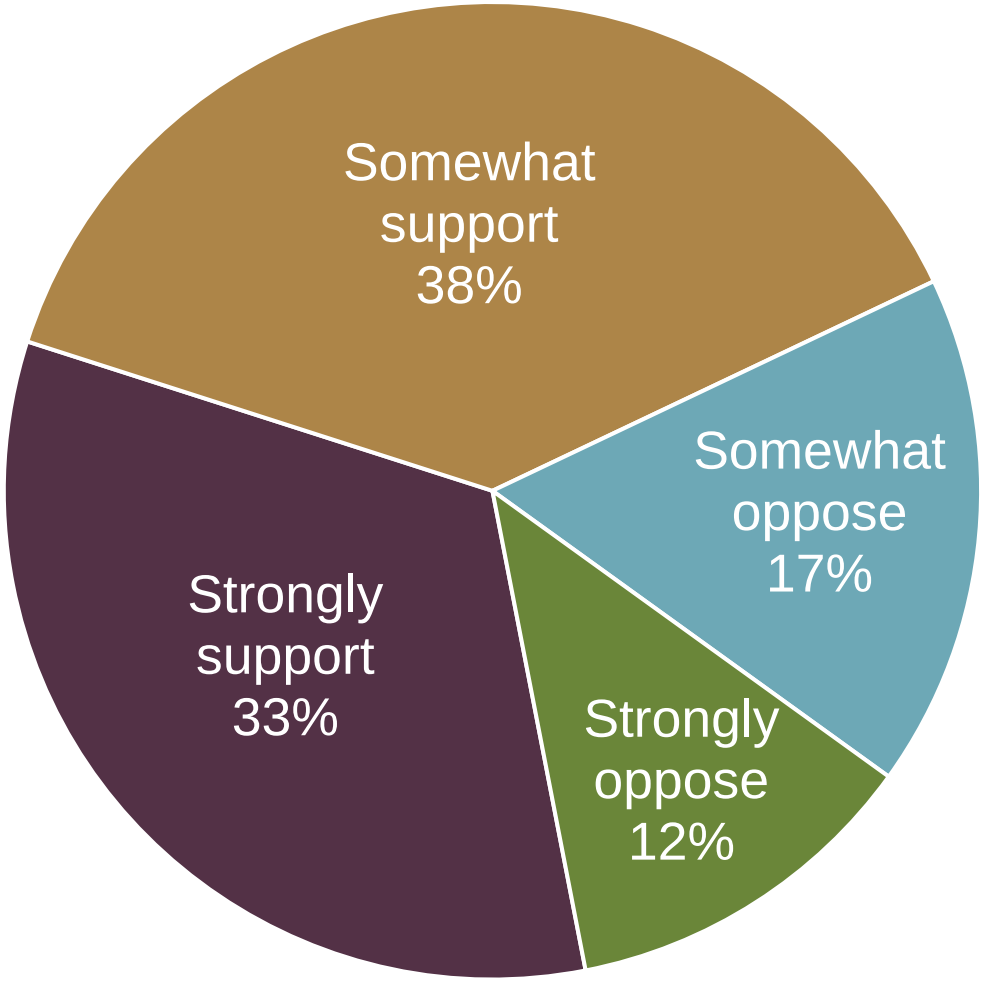
Facility Initiatives

How much of a priority, if at all, should the City place on the following facility initiatives?



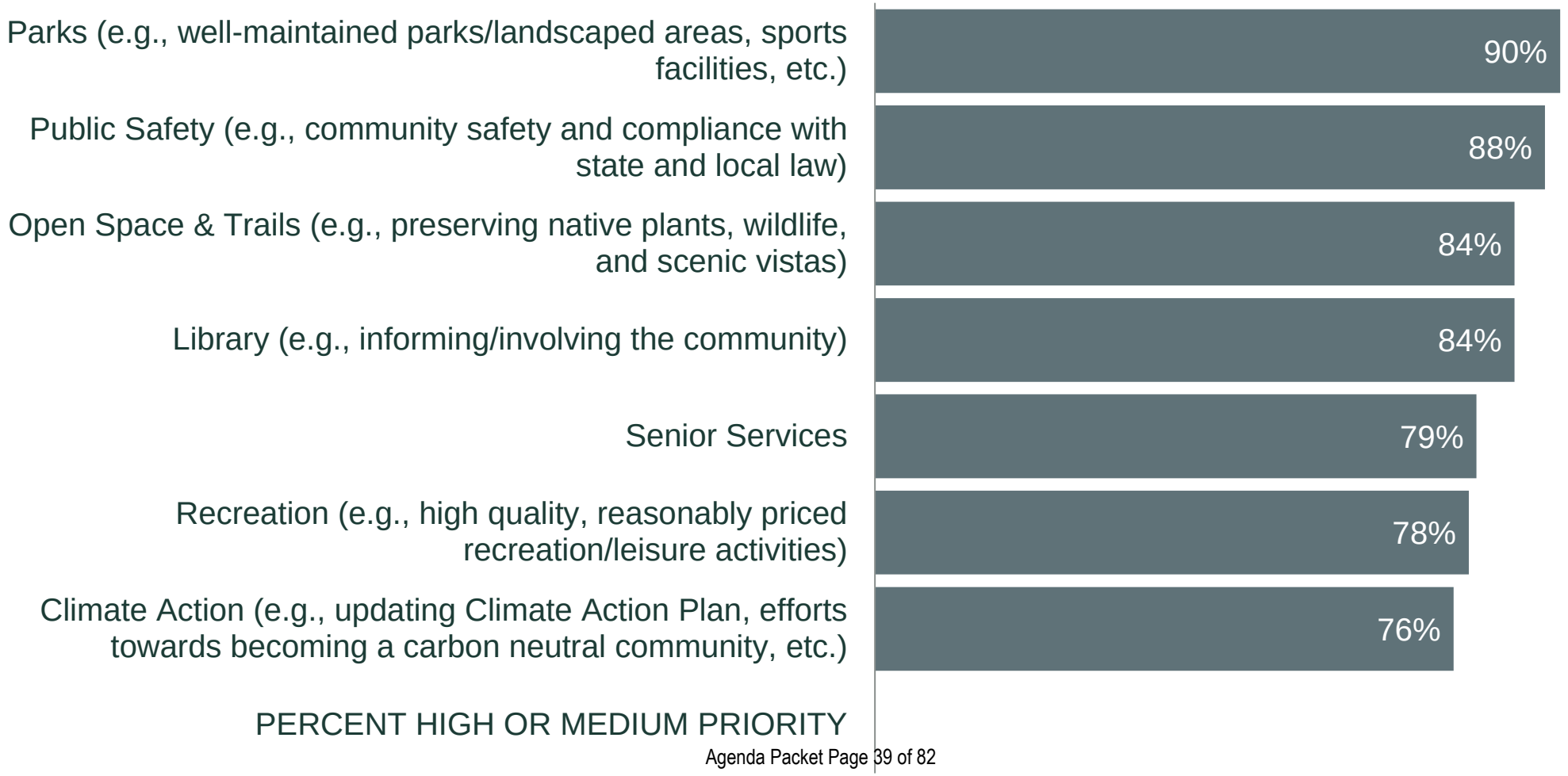
Limited Parking on Red Flag Days

How much would you support or oppose limited parking on residential streets during red flag days for potential evacuation in case of an emergency?



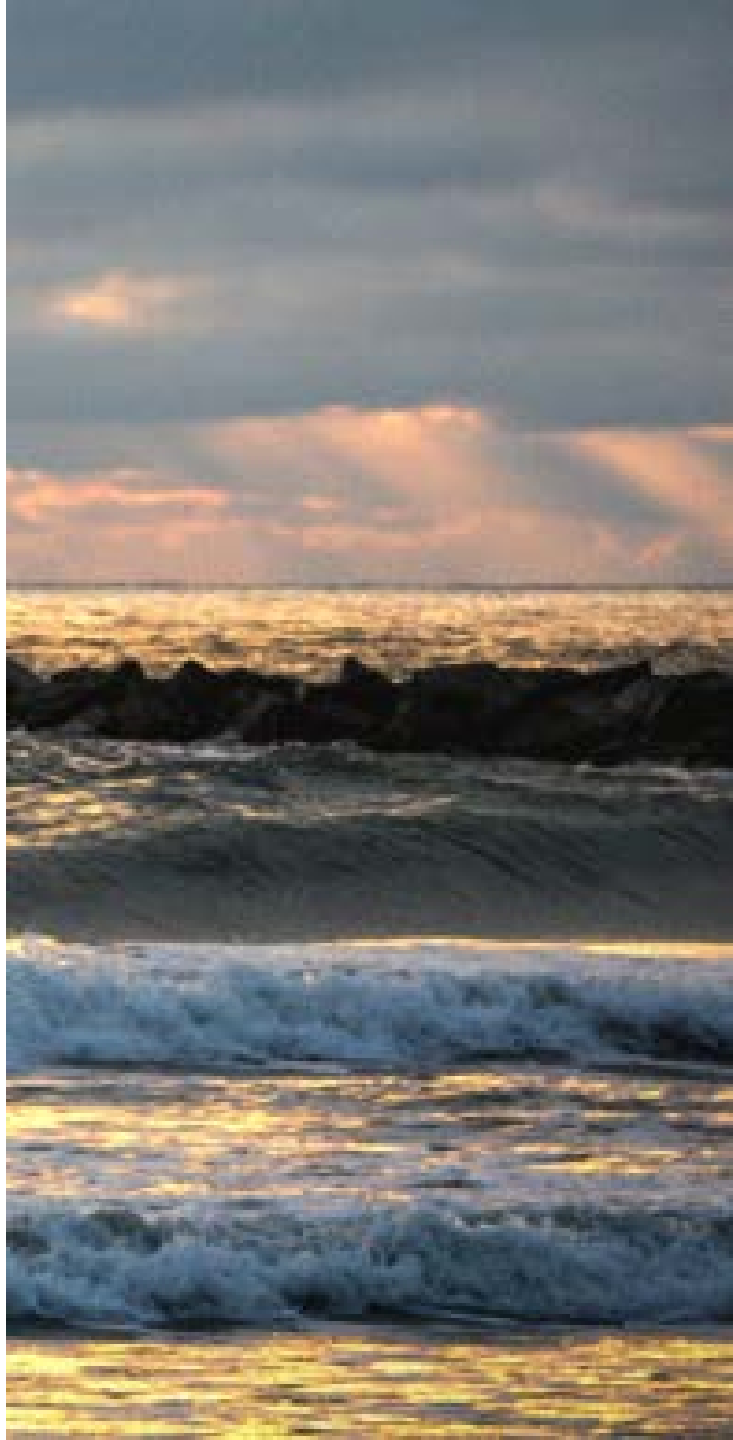
Community Priorities

Tell us how much of a priority, if at all, the City should place on each of the following aspects of the community in the next two years.



Summary of Conclusions

- The City’s natural environment and parks and recreational opportunities are valued by residents, and both areas are a top priority.
- Residents generally feel safe in El Cerrito but raise some concerns about property crime and crime prevention.
- Residents show concern about general affordability and their own economic outlook.
- Residents value the city’s utility infrastructure.



Debriefing The Survey Results

What findings did you expect?

What findings were surprising?

Are there areas where you need to dig deeper?

In what areas should you focus?

Continue Resident Engagement on Polco

Don't let the community input and dialogue conclude with the survey.

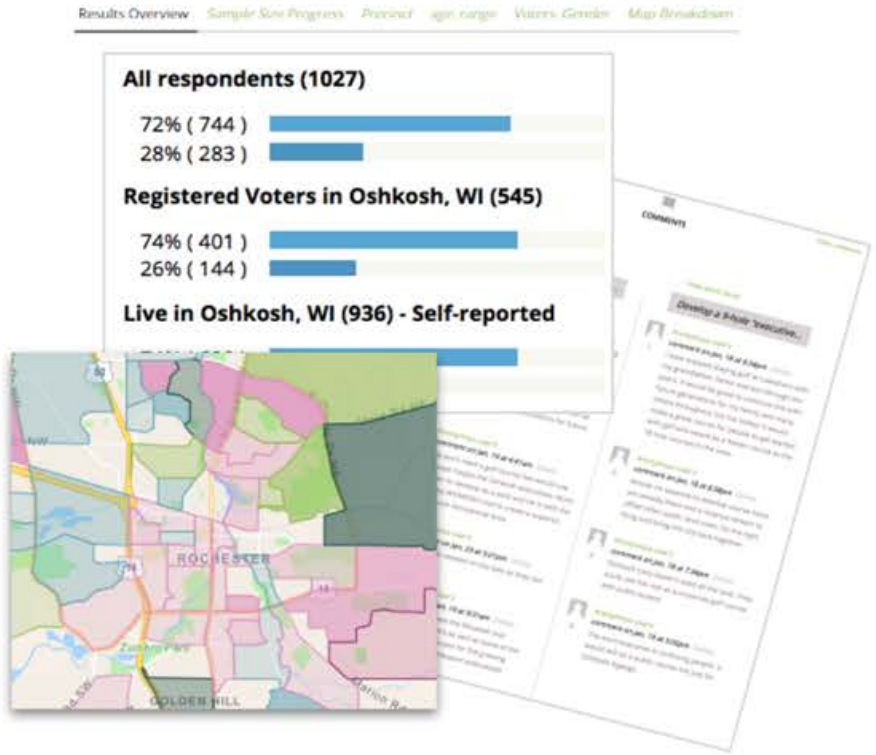
Post

- Library of professional civic content
- Easily post custom surveys & polls

Share

- Representative samples of households
- Accumulating scientific longitudinal panels

Analyze



- Maps, trendlines and dashboards
- Advanced benchmarking analyses

Polco Performance Dashboards

More participation

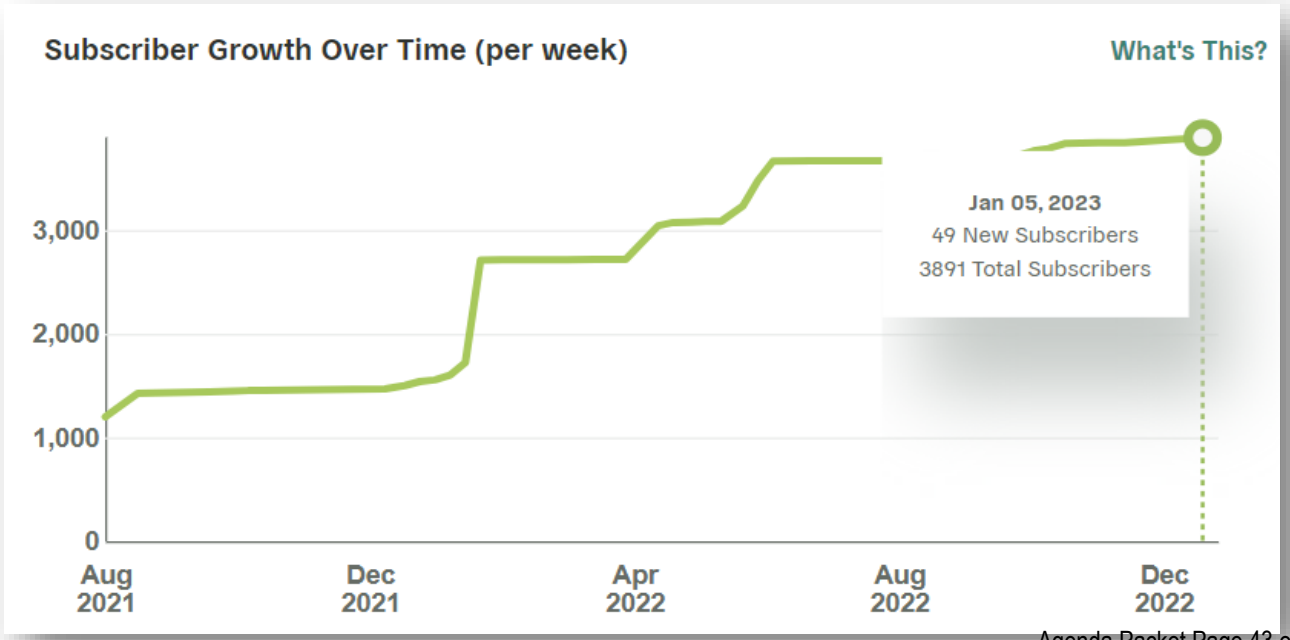
Good government

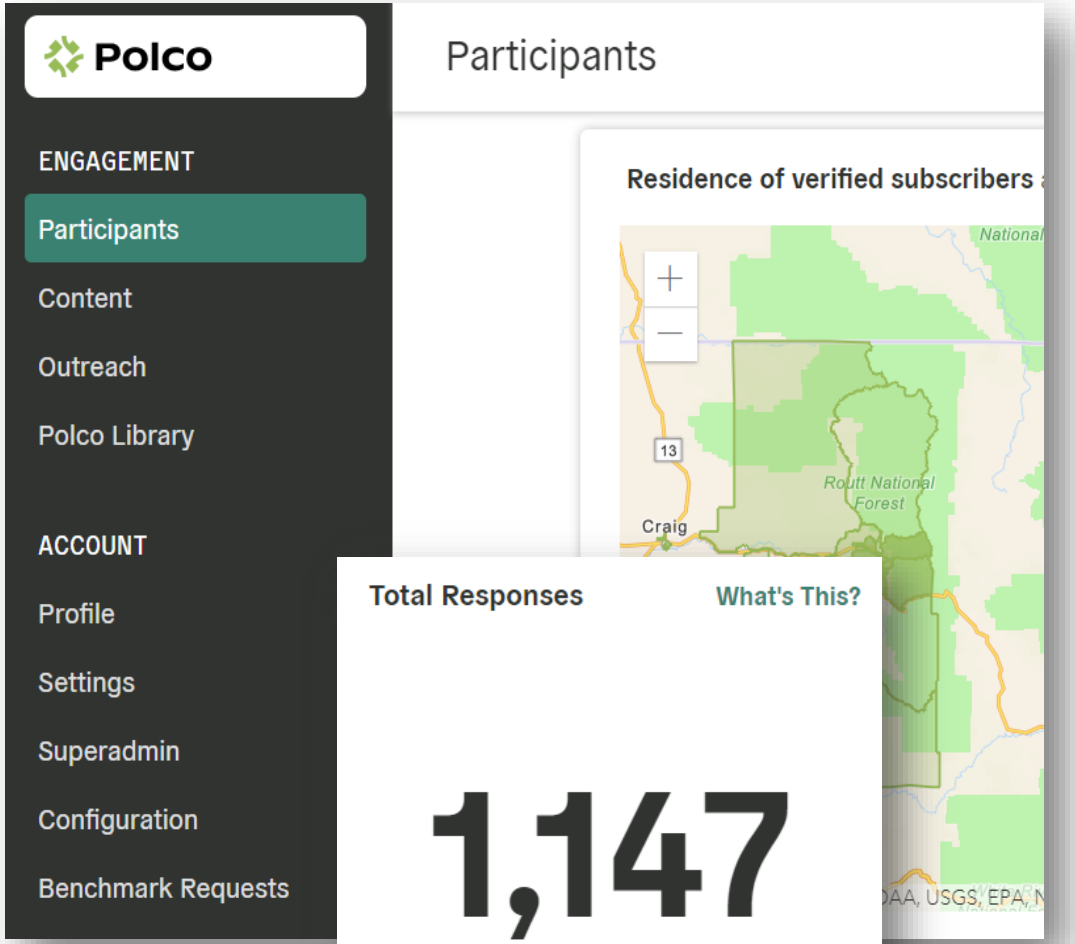
More informed participation

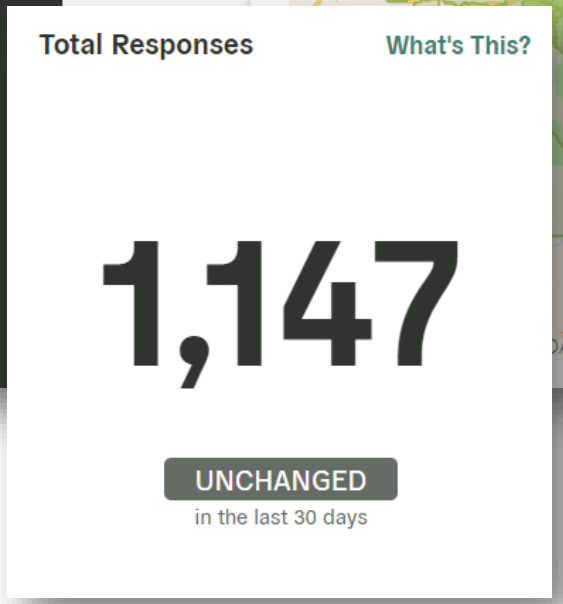
Data driven performance management

Better balanced participation

Save staff time and effort







Questions?

Thank you!

Brandon Barnett
Survey Research Team Manager
Polco/National Research Center
brandon@polco.us

AGENDA BILL

Agenda Item No. 6.A.

Date: April 4, 2023
To: El Cerrito City Council
From: Christina Leard, Management Analyst III; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Environmental Quality Committee Appointment Recommendation

ACTION PROPOSED

Approve an Environmental Quality Committee recommendation to appoint Pamela Austin to the Environmental Quality Committee, effective April 11, 2023.

BACKGROUND/ANALYSIS

In January 2023, the City received an application for appointment to the Environmental Quality Committee (EQC) from Pamela Austin. Before the March 14, 2023, regular meeting of the EQC, two members of the Committee interviewed Ms. Austin. During the EQC's meeting which immediately followed the interview, the EQC members that interviewed Ms. Austin voiced their strong support for her appointment. Following several supportive comments, the EQC voted unanimously to recommend to the City Council that Ms. Austin be appointed to the EQC.

Ms. Austin has been a resident of El Cerrito for 19 years. In her application to serve on the EQC, she voiced her interest in contributing to solve environmental challenges in her community. Ms. Austin brings to the EQC relevant experience as a Contra Costa Master Gardener, Treasurer of the El Cerrito Trail Trekkers, and Treasurer of the El Cerrito Garden Club. Ms. Austin worked for Citibank, Inc. for 30 years and holds a bachelor's degree in Social Welfare.

If the City Council approves this recommendation, the number of Committee members will be eleven (11) out of a possible membership total of fifteen (15).

STRATEGIC PLAN CONSIDERATIONS

The work of the members on the EQC is instrumental in helping the City achieve the El Cerrito Strategic Plan Goal to "Foster environmental sustainability citywide." The EQC initiates and supports a variety of activities that advance all the strategies this goal as follows:

- Be a leader in setting policies and providing innovative programs that promote environmental sustainability;
- Promote environmental education to facilitate behavioral changes;
- Implement policies to promote waste diversion;
- Encourage alternative modes of transportation; and
- Implement and monitor the Climate Action Plan.

ENVIRONMENTAL CONSIDERATIONS
The Environmental Quality Committee supports the City in developing programs and policies that help protect the local environment (e.g., Expanded Foodware Ordinance), while also engaging in activities that have a direct impact on environmental quality (e.g., volunteer litter and creek cleanups).

FINANCIAL CONSIDERATIONS
This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS
This section is not applicable to this agenda item.

Reviewed by:

Karen Pinkos, City Manager

Attachments:
Application(s) on file with the City Clerk

EL CERRITO CITY COUNCIL PROCLAMATION
Designating Saturday, April 15, 2023, as El Cerrito Earth Day

WHEREAS, the first Earth Day was proclaimed over 50 years ago, in 1970, in order to foster public awareness around the need to protect the environment and conserve resources; and

WHEREAS, notably, around the same time, the City of El Cerrito's Recycling Center was founded by community volunteers; and

WHEREAS, the City of El Cerrito has celebrated Earth Day every year in keeping with the spirit of the initial Earth Day, even during the COVID-19 pandemic; and

WHEREAS, this year, the City will return to hosting an in-person Earth Day Celebration, where residents and businesses can participate in work parties to clean up and restore habitats in City parks, greenways, creeks, and schools, pick up litter along streets and in commercial areas, and take other steps to reduce their environmental impact, followed by an appreciation lunch at the Community Center; and

WHEREAS, this event will be an opportunity to continue becoming a more environmentally sustainable community and celebrate with an appreciation lunch that will include informational tables from City Departments, local agencies such as MCE Clean Energy, and community groups, an activity for kids provided by the El Cerrito Creative ReUse (ECCRU) Artists in Residence, a plant giveaway sponsored by the Community Garden Network with the El Cerrito Garden Club, and more; and

WHEREAS, the City is also encouraging residents and businesses to take actions on Earth Day, throughout the month of April, and throughout the year, to help the environment by incorporating environmental practices into their day-to-day activities by: planting drought-tolerant plants, giving up meat for a period of time, starting a garden that supports pollinators, adjusting thermostats to use less energy, opting up to MCE's "Deep Green" 100% renewable energy option, and/or learning more about the City's environmental programs at www.el-cerrito.org/Green; and

WHEREAS, the City of El Cerrito seeks to involve all community members in these activities with the goal of improving our local environment, becoming more aware of the global environment, and addressing adverse environmental impacts which historically have been spread disproportionately around the community and around the region.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim Saturday, April 15, 2023, as "Earth Day" in the City of El Cerrito and encourages all residents and businesses to help make El Cerrito a greener, healthier, more sustainable place for all.

Dated: April 4, 2023

_____
Lisa Motoyama, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

Recognizing April 2023 as Fair Housing Month in El Cerrito

WHEREAS, April 2023 marks the 55th anniversary of the passage of the Fair Housing Act, which enunciates a national policy of fair housing for all who live in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination based on race, color, religion, gender, sexual orientation, disability, familial status, national origin, or any other protected class; and

WHEREAS, fair housing is a positive community good; and

WHEREAS, economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, Fair Housing is integral to the ethical commitment of members of the National Association of REALTORS® and the Contra Costa Association of REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers and communities; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the month of April, 2023 as “Fair Housing Month” in El Cerrito to emphasize El Cerrito as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of El Cerrito.

Dated: April 4, 2023

_____

Lisa Motoyama, Mayor

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO URGING CONTRA COSTA COUNTY TO END NEW PERMITTING OF OIL AND GAS DRILLING IN CONTRA COSTA COUNTY AND PHASE OUT EXISTING OIL AND GAS DEVELOPMENT ACTIVITIES AND ASSOCIATED INFRASTRUCTURE

WHEREAS, on August 28, 2019 the El Cerrito City Council adopted Resolution 2019-52 declaring a climate emergency and to support and participate in collaborative efforts to reverse global warming at the City, region, state, national, and global levels to protect our residents; and

WHEREAS, the Contra Costa County Board of Supervisors in September 2020 declared a Climate Emergency within Contra Costa County that demands “accelerated actions on the climate crisis and calls on local and regional partners to join together to address climate change” by moving away from a fossil fuel-dependent economy; and

WHEREAS, the Contra Costa County Climate Emergency Resolution No. 2020/256 cites a June 2019 resolution signed by 70 health organizations, including the American Medical Association and American Public Health Association, which identifies climate change as an urgent health emergency; and

WHEREAS, in May 2021, the International Energy Agency (IEA), the world’s leading energy organization, stated that “no new oil and natural gas fields are needed in the net zero pathway,” and exploitation and development of new oil and gas fields needed to end in 2021 if the world were to stay within safe limits of global heating and meet the goal of net zero emissions by 2050; and

WHEREAS, a Scientific Advisory Panel appointed by the State of California Geologic Energy Management agency reports that health-damaging air pollutants, including criteria air pollutants and toxic air contaminants, are more concentrated near OGD [oil and gas development] activities compared to further away, and cites “evidence of harm linked to OGD activity at distances greater than 1 km” (or 3,281’); and

WHEREAS, the Scientific Advisory Panel also states that the most health-protective approach is to stop drilling and developing new oil and gas wells, phase out existing OGD activities and associated infrastructure, and properly plug and remediate legacy wells; and

WHEREAS, in a 14-year analysis of air quality across the state of California, Stanford researchers observed higher levels of air pollutants within 2.5 miles of oil and gas wells, likely worsening negative health outcomes for nearby residents; and

WHEREAS, pollutants emitted by OGD, such as particulate matter (PM2.5), carbon monoxide, nitrous oxide, ozone and volatile organic compounds, can harm our respiratory and reproductive systems or cause cancer; have adverse effects on our hearts

and brains, including neurodegenerative disease, and may lead to movement disorders such as Parkinson's, which has a negative impact on cognitive ability; increase the rate of dementia in the elderly, and may cause depression and anxiety; and

WHEREAS, in addition to emitting health-hazardous air-borne pollutants, oil and gas extraction also releases methane, which is 86 times more potent a greenhouse gas than carbon dioxide over a twenty-year period and responsible for 25% of the warming felt today, jeopardizing the continued habitability of our planet and the future prospects of generations to come; and

WHEREAS, the County is currently proposing that oil and gas production remain a permitted land use under its new General Plan, except in "sensitive ecological areas" and within 3,200' of sensitive receptors, such as hospitals, schools and senior facilities; and

WHEREAS, the state's own Scientific Advisory Panel finds that "setbacks do not reduce harms from OGD contributions to regional air pollutant levels, such as secondary particulate matter and ozone, or greenhouse gases, such as methane, which are nearly always comingled with health-damaging air pollutants"; and

WHEREAS, the effects of climate change and natural disasters do not end strictly at the borders of one jurisdiction or another, and toxic pollution from oil and gas production on County land negatively impacts the health and safety of residents of nearby cities, contradicts existing city and County mandates to ensure safe and healthy communities and effect greenhouse gas reduction, and exacerbates the widening climate crisis; and

WHEREAS, 130 Contra Costa health professionals and students have signed in support of banning oil and gas drilling within the County, as have the Contra Costa County Sustainability Commission, the Diablo Water District, over 50 county-based environmental and social justice organizations, and a growing number of Contra Costa cities; and

WHEREAS, in 2022 the Antioch City Council approved a permanent ban on oil and gas drilling, production, and exploratory operations within its city limits, and the Brentwood City Council unanimously approved an immediate moratorium on oil and gas drilling within its own; and

WHEREAS, on March 14, 2023 the El Cerrito Environmental Quality Committee made a recommendation in support of the City Council adopting a resolution urging Contra Costa County to take these actions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that in recognition of the fundamental incompatibility of fossil fuel extraction with effective climate action, and in the spirit of regional collaboration evoked by both the City and the County, that the City Council strongly urges the Board of Supervisors of Contra Costa

County to enact immediate measures to phase out existing oil and gas operations on County lands, and prohibit any new oil and gas drilling.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on April 4, 2023 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on_____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Lisa Motoyama, Mayor

AGENDA BILL

Agenda Item No. 6.E.

Date: April 4, 2023
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: El Cerrito del Norte Transit-Oriented Development Complete Streets Improvement Project - Cooperative Agreement No. 04-2921

ACTION PROPOSED

Adopt a resolution approving and authorizing the City Manager to execute Cooperative Agreement No. 04-2921 (Cooperative Agreement) between the State of California Department of Transportation (Caltrans) and the City of El Cerrito (City) for the Construction component of the El Cerrito del Norte Transit-Oriented Development (TOD) Complete Streets Improvement Project.

BACKGROUND

The El Cerrito del Norte TOD Complete Streets Improvement Project (Project) will implement multimodal transportation improvements identified in the San Pablo Avenue Specific Plan and Active Transportation Plan. The Project is intended to support and catalyze TOD by creating a safe and comfortable environment that balances the needs of all street users, to improve pedestrian and bicyclist safety and access to housing and the Del Norte BART Station, to encourage mode-shift to walking, biking, and taking transit, and to support economic development in Uptown El Cerrito by creating a “sense of place." Planned improvements consist of enhanced and new protected crosswalks, new context-sensitive bikeways, bus boarding islands, circulation improvements, and various streetscape enhancements.

The Project spans several streets, including San Pablo Avenue from Ohlone Greenway near the northern City limit to Potrero Avenue, Eastshore Boulevard from Potrero Avenue to San Pablo Avenue, Hill Street from San Pablo Avenue to Liberty Street, Cutting Boulevard from I-80 to Key Boulevard, and Knott Avenue from San Pablo Avenue to Key Boulevard. A sizable portion of the Project is on State Route 123, requiring that the Project undergo an extensive Caltrans project development process for design and construction. The Project is funded by a variety of sources including federal, state and regional grants as well as developer fees totaling approximately $13.4 million. The federal funds from the One Bay Area Grant Program are administered by the Caltrans Local Assistance Office, requiring additional steps to obligate the federal funds before the Project can be advertised for construction. Similarly, SB 1 Local Partnership Program funds require additional approval steps through the California Transportation Commission.

In September 2020, the City Council approved Cooperative Agreement 04-2782 for the Caltrans Project Initiation Document (PID) and Project Approval and Environmental (PA&ED) components of the Project (Resolution No. 2020-48). Subsequently, in March 2022, the City Council approved Cooperative Agreement 04-2847 for the Plans, Specifications and Estimates (PS&E) and Right-of-Way components of the Project (Resolution 2022-17).

ANALYSIS

The Cooperative Agreement is in the Caltrans standard format and outlines the responsibilities of Caltrans and the City through the Construction component of the Project. The City is considered both the “Sponsor” and “Lead Agency” under the Cooperative Agreement. As the Sponsor, the City is responsible for managing the scope of the project and securing funding to complete the City’s responsibilities under the Cooperative Agreement or implement changes to the project to ensure the City’s responsibilities can be completed with available funding. As the Lead Agency, the City is responsible for managing the scope, cost, schedule, and quality of the work activities and products of the Construction components. For the Construction component, work activities and products include construction administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance.

Caltrans, as the owner/operator of the State Highway System (SHS), is responsible for performing quality management work and owner/operator approvals for the portions of work within the SHS right-of-way.

Each party is responsible for the costs they incur to perform their responsibilities under this Agreement.

City staff have submitted the detailed design for Caltrans approval, consisting of the 100% PS&E, as well as applications for approval of utility and right-of-way certifications and an encroachment permit. From a process standpoint, approval of the Cooperation Agreement for the construction components of the Project is needed as soon as possible so that Caltrans can issue the encroachment permit. City staff requests that the City Council approve the Cooperative Agreement so the project can move forward without delay.

STRATEGIC PLAN CONSIDERATIONS

The City’s Strategic Plan articulates the mission of the City to serve, lead, and support our diverse and transit-rich community by providing exemplary and innovative services, public places and infrastructure, ensuring public safety, and creating an economically and environmentally sustainable future. The El Cerrito del Norte TOD Complete Streets Improvement Project is consistent with various El Cerrito Strategic Plan goals, including *Develop and rehabilitate public facilities as community focal points*; *Deepen a sense of place and community identity by promoting strong neighborhoods*; and *Foster environmental sustainability citywide* by encouraging alternative modes of transportation to the single occupancy vehicle. In addition, the project will directly implement improvements identified in several City plans and programs as described above.

ENVIRONMENTAL CONSIDERATIONS

California Environmental Quality Act ("CEQA") Guidelines require preparation of an Initial Study to identify whether a plan or project will have a significant effect on the environment. For projects with potentially significant impacts, proposed mitigations may be included as part of the environmental review process to ensure that such impacts are mitigated to a less than significant level where possible.

The El Cerrito del Norte TOD Complete Streets Improvement Project is a combination of projects identified in the San Pablo Avenue Specific Plan and Active Transportation Plan. The City Council certified a programmatic Environmental Impact Report and associated Mitigation Monitoring and Reporting Program for the San Pablo Avenue Specific Plan in September 2014, and approved an Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the Active Transportation Plan in April 2016. Both documents were prepared per CEQA Guidelines. As part of the Caltrans project development process, City staff and consultants prepared a project checklist to confirm that all impacts of the Project were sufficiently evaluated in these documents. The mitigation measures identified in both Mitigation Monitoring and Reporting Programs will be implemented as appropriate in order to mitigate any identified environmental impacts of the Project under CEQA.

As part of the federal funding requirements, the Project was evaluated for compliance with the National Environmental Policy Act (NEPA), which included conducting several environmental studies. City staff and consultants prepared a Categorical Exclusion with Technical Studies. Caltrans is responsible for determining NEPA compliance and approved the NEPA document on March 1, 2022.

FINANCIAL CONSIDERATIONS

There is no additional funding being requested as part of this action. The City and Caltrans are each responsible for the costs they incur to perform their responsibilities under this Cooperative Agreement. Costs for the City's responsibilities under this Cooperative Agreement are funded by a variety of sources, including federal, state and regional grants as well as developer fees totaling approximately $13.4 million.

Project funding is included in the FY 2022-23 Adopted Budget and Capital Improvement Program. As described in the January 17, 2023 Agenda Bill, City staff have projected a need for additional funding for construction of the Project due to the unanticipated high inflation and increased costs in the construction industry. As a result, City staff have been actively pursuing a variety of grants including Transportation Funds for Clean Air and Safe Routes to BART. Concurrently, in case all estimated funds are not secured, the project design team have completed a value engineering process and developed additive alternates for the bidding of the Project so that all essential elements of the Project can be constructed using available funding for the Project. If all State approvals are secured later this spring, City staff now anticipate bidding the Project for construction in early summer. Subsequently, City staff will return to the City Council to request award of the construction contract and confirm the available Project funding.

LEGAL CONSIDERATIONS

The proposed Cooperative Agreement is currently in final draft form. The City Attorney has reviewed the agreement, provided comments, and found that legal considerations have been addressed. As noted above, funding for the Project includes SB 1 Local Partnership Program (LPP) funds that are managed by the State. On March 22, 2023, Caltrans staff indicated that they may need to add provisions to the current version of the agreement to specify the SB 1 LPP reimbursement requirements. SB 1 LPP reimbursement requirements are detailed in other Caltrans documents and City staff have successfully fulfilled them on other City projects to obtain reimbursement after expenditures are incurred. As such, these pending revisions are anticipated to be straight-forward and minor. The final agreement will be in substantially the form attached, subject to review and approval by the City Attorney

Reviewed by:

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Exhibit A to the Resolution

RESOLUTION 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENT NO. 04-2921 (COOPEATIVE AGREEMENT) BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF EL CERRITO (CITY) FOR THE EL CERRITO DEL NORTE TRANSIT-ORIENTED DEVELOPMENT (TOD) COMPLETE STREETS IMPROVEMENT PROJECT

WHEREAS, the El Cerrito del Norte Transit-Oriented Development (TOD) Complete Streets Improvement Project will implement multimodal transportation improvements identified in the San Pablo Avenue Specific Plan and Active Transportation Plan, adopted by the City Council in September 2014 and April 2016, respectively; and

WHEREAS, the Project is intended to support and catalyze TOD by creating a safe and comfortable environment that balances the needs of all street users, to improve pedestrian and bicyclist safety and access to housing and the Del Norte BART Station, to encourage mode-shift to walking, biking and taking transit, and to support economic development by creating a “sense of place” in Uptown El Cerrito; and

WHEREAS, the design and construction of the Project is funded by a variety of sources including federal, state and regional grants as well as developer fees totaling over $13 million; and

WHEREAS, a significant portion of the Project is on the State Route 123, including San Pablo Avenue from Potrero Avenue to Cutting Boulevard and Cutting Boulevard from San Pablo Avenue to I-80, and therefore the Project must be approved by Caltrans; and

WHEREAS, the City has previously entered into Cooperative Agreement No. 04-2782 for the Caltrans Project Initiation Document and Project Approval and Environmental Document components of the Project (Resolution No. 2020-48) and Cooperative Agreement 04-2847 for the Plans, Specifications and Estimates (PS&E) and Right-of-Way components of the Project (Resolution 2022-17); and

WHEREAS, the proposed Cooperative Agreement No. 04-2921 outlines the responsibilities of Caltrans and the City through the Construction component of project development process; and

WHEREAS, the City is considered both the “Sponsor” and “Lead Agency” under the Agreement and is responsible for establishing the scope of the project, securing funding to complete the City’s responsibilities under the agreement, and managing the scope, cost, schedule, and quality of the work activities and products of the Construction component; and Caltrans, as the owner/operator of the State Highway System (SHS), is responsible for performing quality management work and owner/operator approvals for the portions of work within the SHS right-of-way; and

WHEREAS, each party is responsible for the costs they incur to perform their responsibilities under the proposed Cooperative Agreement No. 04-2921; and

WHEREAS, to obtain Caltrans approval of the Project, specifically an Encroachment Permit, Caltrans requires that the proposed Cooperative Agreement No. 04-2921 be executed; and

WHEREAS, the Project was evaluated in the programmatic Environmental Impact Report and associated Mitigation Monitoring and Reporting Program for the San Pablo Avenue Specific Plan certified in September 2014, and in the Initial Study/Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program for the Active Transportation Plan approved in April 2016. City staff and consultants prepared a project checklist to confirm that all impacts of the Project were sufficiently evaluated in these documents. The mitigation measures identified in both Mitigation Monitoring and Reporting Programs will be implemented as appropriate in order to mitigate any identified environmental impacts of the Project under CEQA.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby approves and authorizes the City Manager to execute Cooperative Agreement 04-2921 between Caltrans and the City, which shall be in substantially the form attached hereto as Exhibit A, including any minor amendments and subject to final review by the City Attorney.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on April 4, 2023 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on April __, 2023.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Lisa Motoyama, Mayor

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of El Cerrito, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, *the City of El Cerrito Transit-Oriented Development (TOD) Complete Streets Improvements Project with the scope of work consisting of new signalized crossings for pedestrians, new bicycle lanes, conversion of one-way to two-way streets, signalization changes on San Pablo Avenue (SR 123) at the intersections of Hill Street and Cutting Boulevard, signing and streetscape enhancements and potentially green infrastructure*- will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - CONSTRUCTION

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

FINAL DRAFT

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

   - CALTRANS approved the Environmental Impact Report on December 2, 2016. (Cooperative Agreement 04-2782).
   - CALTRANS approved the Categorical Exclusion on March 1, 2022 (Cooperative Agreement No. 04-2782).
   - CITY is developing the R/W Certification (Cooperative Agreement No. 04-2847).
   - CITY is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 04-2847).
   - CITY completed the Project Initiation Document (Cooperative Agreement No. 04-2782).
   - CITY completed the Project Report on May 16, 2022.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

FINAL DRAFT

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - CITY is the CONSTRUCTION IMPLEMENTING AGENCY.

      CONSTRUCTION includes construction contract administration, monument preservation, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

FINAL DRAFT

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

19. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

20. CITY is the CEQA Lead Agency for the PROJECT.

21. CALTRANS is a CEQA Responsible Agency for the PROJECT.

22. CALTRANS is the NEPA Lead Agency for the PROJECT.

FINAL DRAFT

Environmental Permits, Approvals and Agreements

23. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.

24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

25. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

CONSTRUCTION

26. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

28. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

29. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

FINAL DRAFT

30. CALTRANS will not issue an encroachment permit to CITY for construction work until the following conditions are met:

    - CALTRANS accepts the final plans, specifications, and estimate
    - CALTRANS accepts the Right-of-Way Certification
    - Any new or amended maintenance agreements required for the WORK are executed.

31. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

32. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

33. CALTRANS will not issue an encroachment permit to CITY's construction contractor until CALTRANS accepts:

    - The payment and performance bonds
    - The CONSTRUCTION Quality Management Plan

34. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

35. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

36. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

FINAL DRAFT

37. CALTRANS will review and concur with:

    - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

    - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

38. CITY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of $375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.

39. CITY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

40. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

    - Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.

    - CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.

41. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

FINAL DRAFT

42. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

    The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

43. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

FINAL DRAFT

Additional Provisions

Standards

44. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Qualifications

45. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

46. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

47. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

FINAL DRAFT

48. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

49. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

50. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section ~~6254.5(e)~~ 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

51. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

52. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

FINAL DRAFT

53. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

54. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

55. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

56. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

    CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

57. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

58. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

FINAL DRAFT

59. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

60. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

61. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

62. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

63. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

64. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

65. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

66. The cost of legal challenges to the environmental process or documentation are considered WORK costs.

67. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

FINAL DRAFT

Project Files

68. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

Environmental Compliance

69. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

70. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

71. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

72. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

FINAL DRAFT

Indemnification

73. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

74. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

75. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

76. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

FINAL DRAFT

Ambiguity and Performance

77. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

    A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

78. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

79. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

80. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

81. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

FINAL DRAFT

Prevailing Wage

82. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

    Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

    If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

    When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

FINAL DRAFT

Contact Information

CALTRANS

Pradeep Narra, Project Manager

111 Grand Ave

Oakland, CA 94612

Office Phone: (510) 908-1031

Mobile Phone: (510) 908-1031

Email: Pradeep.narra@dot.ca.gov

CITY OF EL CERRITO

Yvetteh Ortiz, Public Works Director

10890 San Pablo Ave

El Cerrito, CA 94530

Office Phone: (510) 215-4345

Email: yortiz@ci.el-cerrito.ca.us

FINAL DRAFT

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

FINAL DRAFT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Helena (Lenka) Culik-Caro
Deputy District Director, Design

Verification of funds and authority:

Jeffrey Kuehnel
District Budget Manager

Approved as to form and procedure:

Meera Danday
Caltrans Attorney

CITY OF EL CERRITO

Karen Pinkos
City Manager

Attest:

Holly Charlety
City Clerk

Approved as to form and procedure:

Sky Woodruff
City Attorney

AGENDA BILL

Agenda Item No. 6.F.

Date: April 4, 2023
To: El Cerrito City Council
From: Holly Charléty, City Clerk, City Management; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Authorize Annual Report for Landscaping and Lighting Assessment District for Fiscal Year 2023-24

ACTION PROPOSED

Adopt a resolution directing NBS Local Government Solutions (NBS) to prepare and file the annual Landscaping and Lighting Assessment District No. 1988-1 report for Fiscal Year (FY) 2023-24.

BACKGROUND

In 1988, the City Council established Assessment District No. 1988-1 pursuant to the Landscaping and Lighting Act of 1972. This act requires the preparation and filing of an annual report of the assessment district activities.

In November 1996, the voters of El Cerrito approved by a two-thirds majority the continuation of the Landscaping and Lighting Assessment. Since the voters approved the assessment prior to the passage of Proposition 218, this assessment is exempt from Proposition 218's additional voter requirements. Therefore, the City follows the same annual approval process as in previous years.

California Street and Highway Code §22622 requires the City Council to authorize by resolution the filing of the annual report of the Landscaping and Lighting Assessment District. The annual report includes the various components required to develop the tax roll related to the assessment district. The Council must adopt this report prior to the time that a decision is made about whether or not the assessment will continue in the next fiscal year.

It is expected that NBS, the designated Engineer of Work, will submit the annual report at the April 18, 2023 City Council meeting. At that meeting, the time and place of the public hearing regarding continuation of the assessment district will be set.

ANALYSIS

Without the adoption of the annual report and authorization of the assessment, the City would lose approximately $801,664 in FY 2023-24 that would be used for landscaping and lighting purposes.

NBS was selected in February 2009 through a Request for Proposal process and the agreement was extended for NBS to continue to prepare and file the report this year. The cost to prepare and file the report is $10,742 and is included in the budget for the

Landscape and Lighting Assessment District fund.

STRATEGIC PLAN CONSIDERATIONS
Approving the attached resolution meets Goal B: Achieve long-term financial sustainability, by providing funding for the Landscaping and Lighting Maintenance Program that benefits all residents and businesses of the City.

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
The FY 2023-24 budget that will be adopted in June 2023 will recognize Landscaping and Lighting Assessment revenue of $801,664 to pay for budgeted expenses in Fund 203. The assessment revenue will cover $269,091 of personnel costs, $369,373 of non-personnel costs, and $163,200 for overhead in connection with administering the program.

LEGAL CONSIDERATIONS
The City Attorney reviewed the proposed action and found that legal considerations have been addressed.

Reviewed by:

Karen Pinkos, City Manager

Attachments:
1. Resolution
2. Budget Estimate FY 2023-24

RESOLUTION NO. 2023–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO DESIGNATING NBS LOCAL GOVERNMENT SOLUTIONS AS THE ENGINEER OF WORK FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1988-1 AND DIRECTING NBS TO PREPARE AND FILE THE ANNUAL REPORT FOR FISCAL YEAR 2023-24

WHEREAS, the City of El Cerrito, by Resolution No. 88-53, dated June 6, 1988 adopted Assessment District No. 1988-1 pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said Landscaping and Lighting Act requires the preparation and filing of an annual report defining the charges to the assessment district for Fiscal Year 2023-24; and

WHEREAS, California Street and Highways Code §22622 requires that the filing of the annual report be authorized by resolution of the City Council; and

WHEREAS, the cost to prepare and file the report is included in the budget for the Landscaping and Lighting Assessment District fund.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby directs NBS Local Government Solutions, the firm designated by this Council as the Engineer of Work for Assessment District No. 1988-1, to file an annual report in accordance with the provisions of the Landscaping and Lighting Act of 1972.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to California Street and Highways Code §22622.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at the regular meeting on April 4, 2023, the El Cerrito City Council passed this resolution by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Lisa Motoyama, Mayor

City of El Cerrito
Landscape and Lighting Fund Budget
For the Fiscal Year Ending June 30, 2024

Revenue	**FY 23-24**
Special Assessment	791,164
Other Local Reimbursement	10,500
	801,664
Expenditures	
Collect & Admin Svcs	3,963
Legal & Financial Svcs	11,248
Dues & Subscriptions	1,178
Regular Salaries & Wages	137,763
Overtime Pay	4,951
Straight OT	2,086
Special Pay	580
PARS Contribution	439
PERS Contributions	14,400
PERS UAL	49,744
FICA/Medicare	10,537
Medical Benefits	41,943
Life & LTD	1,156
Workers Comp	5,492
Other Technicial Services	1,178
Utilities Energy	22,464
Utilities-Water & Sewer	165,000
Utilities-Street Light	38,168
Infrastructure Maint Svcs	12,319
Landscape/Park Mtn Svcs	86,208
Travel & Training	1,071
Landscape & Park Supplies	26,574
Indirect Xfer-Gen	163,200
	801,664

SUPPLEMENTAL AGENDA MATERIALS
PUBLIC COMMENT INDEX

REGULAR CITY COUNCIL MEETING
April 4, 2023

The following Public Comments were **received by 2:00:00 p.m. 4/4/2023**, were provided directly to City Councilmembers in advance of the meeting, and were posted online as supplemental materials at www.el-cerrito.org/CouncilMeetingMaterials

Public Comments – Items Not on the Agenda

1. Cordell Hindler

From: Cordell Hindler
To: City Clerk
Subject: Public Comment
Date: Thursday, March 30, 2023 3:04:45 PM

Hello Mayor Motoyama, Council Members and Staff,

I Have some comments to the Record

1. For the May 2nd Meeting, the Council Should Consider Inviting Leisa Mcintosh to Provide a Presentation on the Proposed Rate Increases that EBMUD is Going to be Implemented

2. Also to Have Danny Wan to Provide a Presentation on the Plans that the Port of Oakland has In recovering from the Pandemic

Sincerely
Cordell