



AGENDA

SPECIAL CITY COUNCIL MEETING
Tuesday, August 21, 2018 – 6:30 p.m.
Hillside Conference Room

REGULAR CITY COUNCIL MEETING
Tuesday, August 21, 2018 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Gabriel Quinto – Mayor

Mayor Pro Tem Rochelle Pardue-Okimoto
Councilmember Paul Fadelli

Councilmember Janet Abelson
Councilmember Greg Lyman

6:30 p.m. ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

1. 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.

2. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Conduct interviews of candidates for the City Boards and Commissions. Interviews may result in an announcement of appointment at the meeting.

3. ADJOURN SPECIAL CITY COUNCIL MEETING

7:00 p.m. ROLL CALL - CONVENE REGULAR CITY COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – Mayor Gabriel Quinto

2. 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.

3. 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. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. 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 are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. ADOPTION OF THE CONSENT CALENDAR

A. Approval of Minutes

Approve the Minutes for meetings of: 1) June 11, 2018; 2) June 18, 2018; 3) June 19, 2018; 4) July 16, 2018; and 5) July 17, 2018.

B. 2018 Curb Ramp and Sidewalk Repair Program

Adopt a Resolution: 1) approving plans and specifications for the 2018 Curb Ramp and Sidewalk Repair Program, City Project Nos. C3077A and C3024; 2) rejecting the bid submitted by HM Construction, Inc. as non-responsive and accepting the other five submitted bids for the project; and 3) authorizing the City Manager to execute a contract in the amount of \$469,460 with Kerex Engineering, Inc. and to approve change orders in an amount not to exceed \$47,000 for the construction of the project.

C. Cash and Investment Report for Quarter Ending June 30, 2018

Receive and file the City's Quarterly Investment Report for the Quarter ending June 30, 2018.

D. Parking Time Limit Modification on east side of San Pablo Avenue between Manila Avenue and Madison Street

Adopt a Resolution authorizing the modification of the parking time limit from two to four hours on the east side of San Pablo Avenue between Manila Avenue and Madison Street.

E. Letter of Support for Innovative Clean Transit

Approve authorizing Mayor Quinto to sign on to the letter signed by other mayors in January 2018 and send letters to the California Air Resources Board, and other appropriate bodies, in support of taking strong action to accelerate the deployment of zero-emission buses statewide, as requested by Mayor Quinto.

F. Compensation Agreements regarding Disposition of the former El Cerrito Redevelopment Agency Properties

Adopt a Resolution authorizing the City Manager to enter into Compensation Agreements with the County of Contra Costa and its related entities and with the affected taxing entities regarding the disposition of the former El Cerrito Redevelopment Agency properties and authorizing the City Manager to take all actions necessary to implement the agreements.

5. PRESENTATIONS

A. Introduction of Danielle Gabriel, Poet Laureate

B. Presentation by MCE on Electric Vehicles

Presentation to be given by Brett Wiley, MCE's Customer Program Manager

6. PUBLIC HEARINGS – None

7. POLICY MATTERS

A. Study Session: *El Cerrito 2017 Affordable Housing Strategy*, Pillar B: Reduce the Risk of Displacement and Help Stabilize At-Risk Populations

Receive a presentation regarding tenant protection tools, discuss policy and program options and provide staff direction and input towards development of additional affordable housing policies and programs.

8. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

Mayor and City Council communications regarding local and regional liaison assignments and committee reports.

9. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, September 18, 2018 at 7:00 p.m. in the City Council Chambers, 10890 San Pablo Avenue, El Cerrito.

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.

- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT- Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from the City's website <http://www.el-cerrito.org/streamingmedia>. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).
- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215–4305 Fax: 215–4379, email cmorse@ci.el-cerrito.ca.us
- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.
- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.



Date: August 21, 2018
To: Honorable Mayor and Members of the City Council
From: Cheryl Morse, City Clerk
Subject: Commission Interviews

AUGUST 21, 2018 INTERVIEW SCHEDULE

6:30 p.m. Cathy Hanville Planning Commission
6:45 p.m. Council Deliberation

Cathy Hanville is confirmed for an interview this evening. She is the only recent applicant for this position. There is currently one vacancy on the Planning Commission.

BACKGROUND

Staff began publicizing vacancies on all the Boards, Commissions and Committees in September 2017 and has continued to publicize 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 and Library. The City Council conducted numerous interviews over the past six months and has appointed 15 individuals to fill existing vacancies.

The attached matrix provides a listing of those individuals that have been interviewed, but have not been appointed to any board, commission or committee.

VACANCIES

Existing vacancies on boards, commissions and committees in which members are directly appointed by the City Council include:

Arts and Culture Commission – Two Vacancies

One term to expire March 2021

One term to expire March 2022

Citizens Street Oversight Committee – One Vacancy

One term to expire March 2020

**Special City Council Meeting
Commission Applicant Interviews**

Design Review Board – One Vacancy

One term to expire March 2019

Human Relations Commission – One Vacancy

One term to expire March 2019

Planning Commission – One Vacancy

One term to expire March 2019

Attachments:

1. Applicant Matrix
2. Candidate Application
3. Interview questions for consideration

2018 Commission Vacancies as of August 1, 2018

Attachment 1

	<i>Arts & Culture (2)</i>	<i>Citizens Street Oversight (1)</i>	<i>Civil Service Commission (0)</i>	<i>Committee on Aging (2)</i>	<i>Crime Prevention (8)</i>	<i>Design Review Board (1)</i>	<i>Economic Development (7)</i>	<i>Environmental Quality (0)</i>	<i>Financial Advisory Board (0)</i>	<i>Human Relations (1)</i>	<i>Park and Recreation (0)</i>	<i>Planning Commission (1)</i>	<i>Urban Forest Committee (9)</i>	<i>CC Library Alternate (0)</i>	<i>CCTA Citizens Advisory (0)</i>	<i>Interview Date</i>	<i>Appointed</i>
Richard Fernandez	1															4/17	
Derik Hilliard							1			2						2/20	
Douglas Hund						2						1				2/20	
Ashley James						1		2								7/17	
Eva Jo Meyers	1															4/17	
Amei Papitto	1						2									7/17	
Cathy Hanville												1				8/21	



**August 21, 2018
Special City Council Meeting**

Commission Interviews

Attachment 2 Application

is available for review in hardcopy format at the following
locations:

Office of the City Clerk
10940 San Pablo Avenue
El Cerrito
(510) 215-4305

and

The El Cerrito Library
El Cerrito
6510 Stockton Avenue

City of El Cerrito
PLANNING COMMISSION INTERVIEW QUESTIONS

1. Briefly outline what in your professional background, work experience, education, or volunteer work would be relevant to the commission/board and highlight any special or unique qualifications or qualities you feel would contribute to the commission?

2. Will you give us a quick summary of why you chose to apply or how you selected the Planning Commission?

3. The Planning Commission must often balance competing interests when it develops planning documents and makes land use decisions. In your opinion, what are the most important factors for the Planning Commission to consider in its decision making?

4. Can you explain how and why you feel you would be able to make fair, equitable decisions that would be in the best interest of **all** residents of El Cerrito?

MINUTES

SPECIAL CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/ EL CERRITO EMPLOYEE PENSION TRUST BOARD

Monday, June 11, 2018 – 7:00 p.m.

City Council Chambers

Meeting Location

El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

ROLL CALL

Present: Council/Authority/Board Members Abelson, Fadelli, Lyman, Pardue-Okimoto, and Mayor/Chair Quinto

CONVENE REGULAR CITY COUNCIL MEETING

Mayor/Chair Quinto convened the meeting at 7:00 p.m.

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE**
- 2. COUNCIL/STAFF COMMUNICATIONS**

Councilmember Abelson stated that the work being done on the Senior Center appears to be coming along smoothly. Unfortunately, the Director of the Senior Center will be retiring in September after the move is completed.

She reported that she attended the Annual ABAG meeting and the League of Cities Policy Meeting. Councilmember Abelson informed the Council that the League's Governance Committee spent most of their time talking about PERS as it relates to financing future rate increases and their investment policy as it relates to investing in businesses whose practices aren't consistent with the League's policies.

Councilmember Fadelli gave a shout out to the Arts & Culture Commission for a great celebration of the Down Home Music Store.

He reported that he also attended the League of Cities Policy Meeting and a Caltrans meeting regarding the Central Avenue intersection.

Mayor Pro Tem Pardue-Okimoto announced various events to take place in celebration of Loving Day.

Councilmember Lyman reported that there are vacancies on various commissions and committees and that information is available on the City's website.

Mayor Quinto thanked all the volunteers who serve on commissions and committees and for the work they do on behalf of the City.

The Mayor reported that he also attended the League of Cities Policy Meeting. The Environmental Caucus requested \$100 million to make sure fire fighters have the funding they need to continue to fight fires in California.

Mayor Quinto expressed his support for SB 623, The Water Tax, which will provide for clean drinking water in those areas of California that don't have it.

The Mayor reported that he attended the Mayor's Conference at which a representative from Contra Costa Health Services spoke about tobacco influences. He noted that many of the policies the County has put in place are policies that had already been adopted by the City of El Cerrito.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Howdy Goudy, El Cerrito, spoke to Consent Item 4E. He stated that he believes the owners intent to rent the condominiums for a period of ten (10) years undermines the City's condo conversion ordinance.

Al Miller, El Cerrito, announced that the Library is open on Sundays and provided information on the County's "Books for the Homebound" program.

Sherry Drobner, El Cerrito, stated that she believes it is important for local communities to speak out about policies, such as the federal government's family separation policy for immigration detainees, which is not consistent with the local communities wishes. She distributed a letter expressing concern for the separation of children from parents addressed to various federal agencies. She asked the Council to consider sending this letter to these agencies.

Janet Newman, Albany, informed the Council that the City of Richmond is in the process of developing an ordinance to divest all city funds from businesses that have relations with ICE. She asked that the City take a similar position.

Donna Crawford, El Cerrito, agreed with prior comments related to the City implementing a policy of divesting from businesses that do business with ICE.

4. ADOPTION OF THE CONSENT CALENDAR

Action: Moved, seconded (Abelson/Pardue-Okimoto) and carried unanimously to approve Consent Calendar Items B, D and F. Item C was removed from the Consent Calendar at the request of Councilmember Abelson. Items A and E were removed from the Consent Calendar by Councilmember Lyman.

A. Minutes for Approval

Approve the May 15, 2018 Special and Regular City Council meeting and the May 29, 2018 City Council Special Meeting – Closed Session minutes.

Discussion: Removed from the Consent Calendar by Councilmember Lyman for purposes of offering corrections to the minutes of May 15, 2018. Councilmember Lyman read revised language under Section 8 and his comments related to the MCE Technical Committee.

Action: Moved, seconded (Lyman/Abelson) and carried unanimously to approve the minutes for May 15, 2018 as revised by Councilmember Lyman and the minutes of May 29, 2018 as submitted.

B. National Alzheimer's and Brain Awareness Month Proclamation

Approve a proclamation declaring the month of June 2018 as Alzheimer's and Brain Awareness Month and June 21, 2018, as "The Longest Day" in the City of El Cerrito.

Action: Approved the proclamation.

C. Human Trafficking Prevention Proclamation

Approve a proclamation commending Soroptimist International for its tireless efforts in increasing awareness and education in an effort to end human trafficking, supporting the Soroptimist International Club of El Cerrito as they raise awareness, through education and other efforts, and calling upon El Cerrito residents to recognize the vital role that everyone can play in ending all forms of slavery and protecting people from human trafficking.

Action: Removed from the Consent Calendar by Councilmember Abelson with a request that the item be rescheduled to the Council Meeting of July 17, 2018 so that a member of Soroptimist may be present.

D. Loving Day Proclamation

Approve a proclamation declaring June 12, 2018 as Loving Day in the City of El Cerrito, inviting everyone to recognize this day as a celebration of multiculturalism, and encouraging people to reflect on the Loving family and all of pioneers who have and will continue to fight for the civil right to love.

Action: Approved the proclamation.

E. Final Subdivision Map for a One-Lot Subdivision for Condominium Purposes of a 128-Unit Multi-Family Residential Project Located at 510 and 512 El Cerrito Plaza

Adopt a resolution approving the Final Subdivision Map for a one-lot subdivision for condominium purposes of a 128-unit multi-family residential project located at 510 and 512 El Cerrito Plaza. *A Certified Final Environmental Impact Report has been prepared for this project (SCH: 2004032021).*

Discussion: Removed from the Consent Calendar by Councilmember Lyman for purposes of obtaining addition information from staff. Councilmember Lyman pointed out that renters will have a right of first refusal to purchase their units when they are available for sale and that information will be provided to renters when they first move in, and at additional times throughout their tenancy.

Action: Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to adopt Resolution No. 2018-37 approving the Final Subdivision Map.

F. Environmental Quality Committee Appointment

Approve an Environmental Quality Committee recommendation to appoint Elizabeth Molnar to the Environmental Quality Committee, effective June 11, 2018.

Action: Approved the appointment of Elizabeth Molnar to the EQC.

5. PRESENTATION

Elder and Dependent Adult Abuse Awareness Month Proclamation –
Presentation of proclamation to Sabrina Robertson, Social Worker Supervisor, Contra Costa County Adult Protective Services.

Approve a proclamation declaring the month of June 2018 as Elder and Dependent Adult Abuse Awareness Month in the City of El Cerrito and encourage all to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Presentation: Sabrina Robertson, Contra Costa County Adult Protection Services made a presentation regarding statistics of elder and dependent adult abuse.

Action: Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to approve the proclamation.

6. PUBLIC HEARINGS – None

7. POLICY MATTERS

CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY AND EL CERRITO EMPLOYEE TRUST BOARD ITEM

A. Proposed Fiscal Year 2018-19 and 2019-20 Biennial Budget

Receive a presentation on the city budgets and provide direction, as necessary to staff.

Presentation: City Manager Hanin and Finance Director Mark Rasiah presented the staff report. Members of the staff answered questions raised by members of the Council/Authority/Board.

City Auditor Ahmed Badawi, Badawi & Associates, answered questions related to how the City reported accrued payroll expenses and his recommendation that the City make an adjustment for the final pay period in the fiscal year.

Speakers: Michael Fischer, El Cerrito, spoke in support of continued funding for extended Library hours.

Action: No action taken. The Council/Authority/Board scheduled another discussion on the budget at the meeting of June 18, 2018.

CITY COUNCIL ITEM

B. Tax and Revenue Anticipation Notes – Fiscal Year 2018-19 Short Term Cash Flow Financing

Adopt a resolution approving the borrowing of funds for Fiscal Year 2018-19 and the issuance and sale of 2018-19 tax and revenue anticipation notes ("TRAN").

Incorporated into the resolution is the authorization of the City Manager to execute an agreement to sell the TRAN in an amount not-to-exceed \$6,000,000 and authorize staff to enter into agreements with NHA Advisors, LLC, as the City's Municipal Advisor and Jones Hall, as bond counsel, to prepare and execute appropriate legal documents related to said financing.

Presentation: Finance Director Rasiah presented the staff report.

Action: Moved, seconded (Lyman/Abelson) and carried unanimously to adopt Resolution No. 2018-38.

8. CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS

Action: There were no reports.

9. ADJOURNMENT

The meeting adjourned at 9:45 p.m.

Gabriel Quinto, Mayor and Chair

This is to certify that the foregoing is a true and correct copy of the minutes of the Special Concurrent City Council/Public Financing Authority/El Cerrito Employee Pension Trust Board Meeting of June 11, 2018.

Sherry M. Kelly
Acting City Clerk

MINUTES

CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/ EL CERRITO EMPLOYEE PENSION TRUST BOARD MEETING

Monday, June 18, 2018 – 7:00 p.m.
City Council Chambers

SPECIAL CITY COUNCIL MEETING – CLOSED SESSION

Monday, June 18, 2018 – Immediately Following the Special Concurrent Meeting
Hillside Conference Room

Meeting Location

El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

ROLL CALL

Present: Council/Authority/Board Members Abelson, Fadelli, Lyman, Pardue-Okimoto and Mayor/Chair Quinto

CONVENE SPECIAL CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY / EL CERRITO EMPLOYEE PENSION TRUST BOARD MEETING

Mayor/Chair Quinto convened the meeting at 7:00 p.m.

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

2. COUNCIL/STAFF COMMUNICATIONS

Mayor Pro Tem Pardue-Okimoto reported on the Loving Day events and thanked the Human Relations Commission for putting together the events.

Councilmember Lyman announced that the del Norte BART Station modernization project will require closing the west parking lot starting the evening of June 29th through July 1st.

He reported that in the past year his family has had both the Police and Fire Departments respond to instances at his personal residence. Councilmember Lyman expressed thanks to them for the exceptional professional services they provide to the community.

Councilmember Abelson stated that she attended the screening of *The Case Against 8* and recommended the book *Love on Trial*.

Councilmember Fadelli applauded the Human Relations Commission for their hard work. He also asked everyone to bear with the parking inconveniences at the BART station over the next couple of months.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Al Miller, El Cerrito, thanked the Human Relations Commission for providing the Library Foundation with a booth during the Loving Day event.

4. ADOPTION OF THE CONSENT CALENDAR – *No items.*

5. PRESENTATION – *None*

6. PUBLIC HEARINGS

Proposed City Charter

This public hearing is being held by the City Council of the City of El Cerrito for the purpose of considering submission of a proposed charter to the voters of El Cerrito at the regularly scheduled election on November 6, 2018. El Cerrito is currently organized as a general law city under California law. If El Cerrito voters approve a charter, El Cerrito will be organized as a charter city, as provided for in the proposed charter. At the public hearing, the City Council will consider the proposal of a charter and the content of the proposed charter.

Presentation: City Manager Scott Hanin and City Attorney Woodruff presented the staff report and answered questions raised by members of the Council.

Public Hearing: Mayor Quinto opened the public hearing.

Speakers: Michael Fischer, El Cerrito, spoke in favor of the measure. He asked the Council to consider adding water conservation and reclamation to the list of items eligible for rebate as part of the real property transfer tax. He stated the City is fiscally responsible and the revenues from the proposed tax will provide some financial relief.

Paul Taybi, El Cerrito, expressed concern that the public has not been given sufficient facts, time or proper notice of meetings. He requested that the Council hold another public hearing on this matter before voting on this.

Ralph Fabrizio, El Cerrito, stated his belief that the rebates will only benefit the younger generation moving into the City. He stated the proposed \$12 per \$1,000 is too great an increase. Mr. Fabrizio suggested that if the City moves forward with this, it not fund any new initiatives.

Al Miller, El Cerrito, spoke in favor of the measure. He urged residents to learn

how to obtain information on what the City is doing through various media platforms or sign up for e-notifications.

Susan Pricco, El Cerrito, informed the Council that she is the Chair of the West Contra Costa Branch of the Contra Costa Taxpayers Association. She stated that local residents have asked them to analyze the pros and cons of charter cities. She mentioned some charter cities have filed for bankruptcy. Based on this analysis, she urged the Council to proceed with caution.

Robin Mitchell, El Cerrito, stated her support for the measure. Having attended several of the Charter Committee meetings, she thought it was a good process. She expressed concern that if the City doesn't have the funding to keep its infrastructure in good condition and provide the programs the citizens want, real estate values will go down.

Howdy Goudey, El Cerrito, spoke in favor of the process and its outcome and stated his support of the proposed real property transfer tax and the rebates. He emphasized that the charter will give the public more power, as only the voters can make amendments to the charter.

Lisa Martinengo, El Cerrito, said she was unclear on several points, such as: 1) whether council term limits will be included; 2) the process to amend the charter; 3) do the potential revenues projected include the rebates; and 4) what is the plan for funding if the charter does not pass.

Barbara Chan, El Cerrito, stated she is not for or against the measure at this time. She questioned why the City needs more revenues despite the number of expensive real estate transactions in recent years. She asked if funds could be earmarked for certain things such as the library. She also stated she would like to see another public hearing on this topic.

Eric Becker, El Cerrito, questioned why the charter and tax aren't being voted on separately. He also asked why the rebate program doesn't apply to current homeowners.

Linda Cain, El Cerrito, noted that the City has been working on this for a while, but people still have a lot of unanswered questions that she hopes will be addressed.

There being no other speakers, the Mayor closed the public hearing.

Discussion: Members of the Council addressed questions raised by the speakers. Each member of the Council expressed their support for placing a measure on the ballot asking the voters to approve the City becoming a charter city and approving a real property transfer tax.

The City Manager informed the Council and audience that staff will be presenting proposed charter language and proposed language for the real property transfer tax at a future meeting and the Council will be asked to take action to place a measure on the ballot at its meeting of July 17, 2018.

7. POLICY MATTERS

CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY AND EL CERRITO EMPLOYEE TRUST BOARD ITEM

Proposed Fiscal Year 2018-19 and 2019-20 Biennial Budget

Continued discussion on the city budgets. The City Council will provide direction, as necessary to staff. *Please refer to materials provided and posted with June 11, 2018 agenda packet.*

Discussion: Finance Director Mark Rasiah and members of staff addressed questions raised by members of the Council/Authority/Board.

Council/Authority/Board Member Lyman asked that the Financial Advisory Board take a look at the City's investment policy as it relates to divesting from business that do business with ICE as supported by many residents.

Council/Authority/Board Member Pardue-Okimoto asked that the Financial Advisory Board look into the issue of salaries and health benefits for members of the Council. She stated that salaries have remained flat for many years and that increasing salaries might encourage others to run for local office.

Speakers: Michael Fischer, El Cerrito, stated the importance of providing residents information on what services and benefits are provided by the City in a clear and simple manner. He noted that El Cerrito is a full-service city.

Al Miller, El Cerrito, thanked the Council for keeping their promise to increase library hours.

Howdy Goudey, El Cerrito, said he appreciates and understands the challenges the Council faces with the budget. He stated that it is important to also have a disaster response fund in addition to a general reserve fund.

Action: No action taken. The Council/Authority/Board will consider adoption of the budget at a meeting on June 19, 2018.

8. CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS

Mayor and City Council communications regarding local and regional liaison assignments and committee reports.

Councilmember Fadelli reported that he attended the last RecycleMore meeting, at which the budget was approved. He stated that the West County cities gave direction to staff to come back with a final determination on how the Government Information Public Access Act (GIPA) should be arranged.

9. ADJOURNMENT

The meeting adjourned at 9.12 p.m.

10. CONVENED SPECIAL CITY COUNCIL – CLOSED SESSION

ANNOUNCEMENT OF CLOSED SESSION

Public Employee Performance Evaluation – *Pursuant to Government Code Section 54957.6*

Title: City Manager

ORAL COMMUNICATIONS FROM THE PUBLIC - None

RECESS INTO CLOSED SESSION

The Council recessed into Closed Session at 9:14 p.m.

POSSIBLE REPORT OUT OF CLOSED SESSION

Action: The Council provided direction to staff.

ADJOURNMENT

Gabriel Quinto, Mayor/Chair

This is to certify that the foregoing is a true and correct copy of the minutes of the Special Concurrent City Council/Public Financing Authority/El Cerrito Employee Pension Trust Board Meeting of June 18, 2018.

Sherry M. Kelly
Acting City Clerk

MINUTES

SPECIAL CITY COUNCIL MEETING

Tuesday, June 19, 2018 – 6:40 p.m.

Hillside Conference Room

CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/ EL CERRITO EMPLOYEE PENSION TRUST BOARD/REDEVELOPMENT AGENCY SUCCESSOR AGENCY MEETING

Tuesday, June 19, 2018 – 7:00 p.m.

City Council Chambers

SPECIAL CITY COUNCIL MEETING – CLOSED SESSION

Tuesday, June 19, 2018 – Immediately Following the Special Concurrent Meeting

Hillside Conference Room

Meeting Location

El Cerrito City Hall

10890 San Pablo Avenue, El Cerrito

ROLL CALL

Present: Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto, and Mayor Quinto

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Quinto convened the special City Council meeting at 6:40 p.m.

COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Conduct an interview of a candidate for City Boards and Commissions. The interview may result in an announcement of appointment at the meeting.

Action: One interview completed. The City Council appointed Kathy Fleming to the Citizen Street Repair and Maintenance Oversight Committee to a term concluding on March 1, 2022.

ADJOURNMENT

The meeting adjourned at 7:00 p.m.

ROLL CALL

Present: Council/Authority/Board/Agency Members Abelson, Fadelli, Lyman, Pardue-Okimoto, and Mayor/Chair Quinto

CONVENE CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/EL CERRITO EMPLOYEE TRUST BOARD/SUCCESSOR AGENCY MEETING

Mayor/Chair Quinto convened the meeting at 7:05 p.m.

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

2. COUNCIL / STAFF COMMUNICATIONS

Mayor Quinto reported that the Council appointed Kathy Fleming to the Citizen Street Repair and Maintenance Oversight Committee for a term concluding March 1, 2022.

Councilmember Lyman announced that due to construction at the del Norte BART Station, anyone parking on the San Pablo Avenue side of the station over the weekend of June 29 will have their car towed.

Mayor Pro Tem Pardue-Okimoto thanked the Human Relations Commission for all the work they did on the two Loving Day events. One event was in conjunction with Off the Grid, and the other one was the screening of the *Case Against 8*, a documentary film on the people who fought against Proposition 8.

Councilmember Abelson noted that she is reading the book of the *Case Against 8* and highly recommends it.

Councilmember Fadelli announced he also attended the great Loving Day event held at the Cerrito Theater.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Cordell Hindler, Richmond, announced Richmond's Healthy Village Festival on June 23rd. He said some of his neighbors are questioning why El Cerrito Police continue to be seen in his neighborhood.

Sherry Drobner, El Cerrito, announced that a rally took place Thursday to protest the government's action to separate immigrant families at the border. She invited others to join another rally this Thursday.

Susan Pricco, El Cerrito, stated that the members of Contra Costa Taxpayers Association has been researching CalPERS pension crisis for over a year. She stated that the current system is unsustainable and unaffordable and urged the City to address this critical matter. She provided the Council with a copy of their report.

Howdy Goudey, El Cerrito, reported that Environmental Quality Committee and El Cerrito Progressives cohosted a successful first *Fixit Clinic* on June 9 and plan on another event in the Fall.

Robin Mitchell, El Cerrito, praised the *Fixit Clinic* event.

Richard Bell, El Cerrito, urged the Council to speak out in whichever way they feel is appropriate on the separation of families at the border. He invited the Council to

join the protest on Thursday.

James Kenney, El Cerrito, stated that he is an actuary and has worked on the calculation of GASB requirements of the pension contribution. He stated it is his belief that the calculations being used are unrealistic as it relates to projected interest rates and that the calculations overstate the longevity of retirees. He expressed his support for making sure employees continue to receive decent pensions.

William Jones, Richmond, expressed his concern that there is racism at El Cerrito High School based on what he has heard from black students at the high school.

Robin Mackey, El Cerrito, stated that she opposes any increase to taxes, including the proposed real property transfer tax. She noted the \$12 per \$1000 is higher than Richmond's, the only other city in Contra Costa County that has a real property transfer tax.

4. ADOPTION OF THE CONSENT CALENDAR

Action: Moved, seconded (Pardue-Okimoto/Fadelli) and carried unanimously to approve Consent Calendar as indicated below.

A. Environmental Quality Committee Appointment

Approve an Environmental Quality Committee recommendation to appoint Alison Moreno and Sheila Tarbet to the Environmental Quality Committee, effective June 19, 2018.

Action: Approved appointment of Alison Moreno and Sheila Tarbet to the EQC.

B. Support for Chinese American World War II Veterans Congressional Gold Medal Act

At the request of Mayor Quinto, adopt a resolution supporting U.S. House of Representatives Bill 2358 and U.S. Senate Bill 1050 and calling on Congress for a timely passage of the bills during its current session.

Action: Adopted Resolution No. 2018–39.

5. PRESENTATION

Annual Sundar Shadi Garden Club Awards – *Presentation by Landry Wildwind, El Cerrito Garden Club.*

Acknowledgement of contest winners and presentation of awards.

Presentation: Landry Wildwind of the El Cerrito Garden Club gave a presentation on the 2018 Sundar Shadi Contest and presented the awards to the winners. The addresses of the contest winners are: 1) 7148 B Street at Ashbury; 2) 238 Behrens at C Street; and 3) 651 Elm Street at Eureka.

Speaker: Cordell Hindler, Richmond, congratulated the winners.

Action: Awards presented.

6. PUBLIC HEARINGS – None

7. POLICY MATTERS

JOINT CITY COUNCIL/REDEVELOPMENT AGENCY SUCCESSOR AGENCY ITEM

A. Purchase and Sale Agreement with Great Falls Entertainment, Inc. for 10066-72 San Pablo Avenue – Cerrito Theater

Adopt Redevelopment Agency Successor Agency and City Council resolutions authorizing the City to execute a Purchase and Sale Agreement with Great Falls Entertainment, Inc. (current operators) for the disposition of the Cerrito Theater located at 10066-72 San Pablo Avenue for the purpose of continued operation as a theater and preservation of the property's historic elements and authorizing the City Manager to execute a Purchase and Sale Agreement for the disposition of the Cerrito Theater. *Approval of the agreement is exempt from CEQA.*

Presentation: Melanie Mintz, Director of Community Development, presented the staff report and answered questions raised by members of the Council.

Speakers: David Weinstein, Chairman of Friends of the Cerrito Theater, thanked everyone involved for working out such a thoughtful agreement.

Michael O'Rand, CFO of Rialto Cinemas, read a statement on behalf of Ky Boyd, the Rialto's proprietor. He thanked the City for the opportunity to purchase the theater and to continue serving to the community.

Al Miller, El Cerrito, stated that the Friends of the Cerrito Theater support the agreement.

Linda Carr, El Cerrito, said that she has been a supporter of the Cerrito Theater from the beginning and is supportive of this agreement.

Robin Mitchell, El Cerrito, stated that the theater is an asset to the City. She praised the theater's business model and wished other businesses could do the same.

Howdy Goudey, El Cerrito, said he is supportive of the sale to the current operator. He did note that the sales price is lower than the median sale price for residential housing in El Cerrito.

Suzanne Stoddard, El Cerrito, stated that she also supports the sale to Rialto and is a big fan of the Thursday Night Classics at the theater.

Actions: Moved, seconded (Abelson/Pardue-Okimoto) and carried unanimously to adopt Redevelopment Agency Successor Agency Resolution No. 2018–02.

Moved, seconded (Lyman/Fadelli) and carried to adopt City Council Resolution No. 2018–40.

CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY AND EL CERRITO EMPLOYEE TRUST BOARD ITEM

B. Adopt Fiscal Year 2018-19 and 2019-20 Biennial Budget

Staff requests that the City Council approve the following actions this evening:

1. Adopt a resolution approving the Biennial Budget for Fiscal Years 2018-19 and 2019-20 and authorizing FY 2018-19 spending authority by fund for the City of El Cerrito;
2. Adopt a resolution approving the Biennial Budget for Fiscal Years 2018-19 and 2019-20 and authorizing FY 2016-17 spending authority by fund for the El Cerrito Public Financing Authority;
3. Adopt a resolution approving the Biennial Budget for Fiscal Years 2018-19 and 2019-20 and authorizing FY 2018-19 spending authority by fund for the El Cerrito Employee Pension Board; and
4. Adopt a resolution approving the calculation and establishing the FY 2018-19 annual Gann Appropriation Limit.

Presentation: Finance Director Mark Rasiah presented the staff report and responded to questions raised by members of the Council.

Speaker: Cordell Hindler, Richmond, urged the Council to accept the recommendation.

Actions: Moved, seconded (Lyman/Pardue-Okimoto) and carried to adopt City Council Resolution No. 2018–41 approving the City’s budget.

Moved, seconded (Pardue-Okimoto/Lyman) and carried to adopt Public Financing Authority Resolution No. 2018–01 approving the Public Financing Authority’s budget.

Moved, seconded (Abelson/Pardue-Okimoto) and carried to adopt El Cerrito Employee Pension Board Resolution No. 2018–01 approving the Employee Pension Board budget.

Moved, seconded (Fadelli/Lyman) and carried to adopt City Council Resolution No. 2018–42 establishing the Gann Appropriation Limit.

8. CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS

Mayor and City Council communications regarding local and regional liaison assignments and committee reports.

Mayor Pro Tem Pardue-Okimoto announced that she attended the Save Alta Bates sub-committee meeting. She reported that the health impact assessment should be completed in four to eight weeks and in the Fall there will be a West County meeting for people to learn more about what they can do to save Alta Bates.

Councilmember Abelson reported that she attended a Chamber of Commerce event. Joshua Howard, Senior Vice President of California Apartment Association, was the speaker. She said that she found it interesting to hear a different perspective and that she is looking forward to working with them to solve the problem of high rents.

9. ADJOURNMENT OF THE CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/EL CERRITO EMPLOYEE TRUST BOARD/REDEVELOPMENT AGENCY SUCCESSOR AGENCY MEETING

The meeting adjourned at 8:40 p.m.

10. SPECIAL CITY COUNCIL CLOSED SESSION – CANCELLED

Gabriel Quinto, Mayor/Chair

This is to certify that the foregoing is a true and correct copy of the minutes of the Special Concurrent City Council/Public Financing Authority/El Cerrito Employee Pension Trust Board/Redevelopment Agency Successor Agency Meeting of June 19, 2018.

Sherry M. Kelly
Acting City Clerk

MINUTES

SPECIAL CITY COUNCIL MEETING Monday, July 16, 2018 – 6:00 p.m. Hillside Conference Room

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

ROLL CALL

Present: Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto and Mayor Quinto

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Quinto convened the special City Council meeting at 6:00 p.m.

ORAL COMMUNICATIONS FROM THE PUBLIC

There were no speakers.

ANNOUNCEMENT OF CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT *(Pursuant to Government Code Section 54957)*

Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS *(Pursuant to Government Code Section 54957.6)*

Agency Designated Negotiators: Gabriel Quinto, Mayor; Greg Lyman, Councilmember

Unrepresented Employee: City Manager

RECESS INTO CLOSED SESSION

POSSIBLE REPORT OUT OF CLOSED SESSION

Mayor Quinto reported that City Manager Hanin had informed the Council of his intent to retire at the end of the calendar year. He stated the Council met in Closed Session to consider appointment of a new city manager. He reported that by a unanimous vote of the Council, the Council appointed Assistant City Manager Karen Pinkos to the position of City Manager upon Mr. Hanin's retirement. He stated the Council also provided direction to Councilmember Lyman and the Mayor to negotiate an employment agreement with Ms. Pinkos.

ADJOURNMENT

The meeting adjourned at 7:55 p.m.

Gabriel Quinto, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the Special City Council meeting of July 16, 2018.

Sherry M. Kelly
Acting City Clerk

MINUTES

SPECIAL CITY COUNCIL MEETING Tuesday, July 17, 2018 – 6:30 p.m. Hillside Conference Room

CITY COUNCIL MEETING Tuesday, July 17, 2018 – 7:00 p.m. City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

ROLL CALL

Present: Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto, and Mayor Quinto

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Quinto convened the special City Council meeting at 6:30 p.m.

ORAL COMMUNICATIONS FROM THE PUBLIC

There were no speakers.

COMMISSION INTERVIEWS, STATUS, AND APPOINTMENTS

Conduct an interview of a candidate for City Boards and Commissions. The interview may result in an announcement of appointment at the meeting.

Action: Two (2) interviews completed.

ADJOURNED SPECIAL CITY COUNCIL MEETING

ROLL CALL

Present: Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto, and Mayor Quinto

CONVENE REGULAR CITY COUNCIL MEETING

Mayor Quinto convened the Regular City Council meeting at 7:00 p.m.

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

2. COUNCIL/STAFF COMMUNICATIONS

Mayor Quinto reported out action taken at the Closed Session meeting held on July 16, 2018. The Mayor stated that City Manager Hanin had informed the Council of his intent to retire at the end of the calendar year. At the July 16, 2018 meeting, by a unanimous vote of the Council, the Council appointed Assistant City Manager Karen Pinkos to the position of City Manager upon the City Manager's retirement. The Council also provided direction to Councilmember Lyman and the Mayor to negotiate an employment agreement with Ms. Pinkos.

Mayor Quinto thanked staff and volunteers for their work on the 4th of July events and thanked the residents who brought people from out of town to the events.

Councilmember Lyman thanked staff for their work in making the 4th of July events successful.

Mayor Pro-Tem Pardue-Okimoto stated that the Sheriff has closed the detainee facility. She thanked all the citizen activists that were part of this process as well as the Council for speaking up in support of the people being detained. She expressed hope that everyone would continue to work to make sure families are reunited and that people are not detained unnecessarily.

Councilmember Abelson thanked all the staff that worked to make the 4th of July events a success, especially all the activities for the children.

Councilmember Fadelli praised the staff for their work in making the 4th of July events a success and the Arts and Culture Commission for the events they sponsored on July 3rd.

Councilmember Fadelli echoed comments made by Mayor Pro Tem Pardue-Okimoto regarding the work done by the citizen activists in getting the Sheriff to close the detainee facility.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Cordell Hindler, Richmond, distributed a flyer for the show, *Ragtime*. He expressed his appreciation for City Manager Hanin. Mr. Hindler also invited the Council to Richmond's City Manager Bill Lindsay's retirement party, on July 27th at the Richmond Auditorium. He also suggested that a presentation on the internship program be placed on the agenda in September.

Al Miller, El Cerrito, speaking as President of the El Cerrito Library Foundation, reported that *The Adopt a Chair* program is intended to provide funding to restore 64 chairs plus miscellaneous benches at the Library. To date 38 of the chairs

have been adopted. The remaining chairs may be adopted for \$250 each. This pays to have the seats, back cushions and fabric replaced and includes a placard.

Mei Mei Everson, El Cerrito, stated her support for AB 1884. She showed several replacement options for plastic straws.

Robin Mitchell, El Cerrito, stated her support for AB 1884.

Howdy Goudey, El Cerrito, thanked the Council for their support for AB 1884.

Makalia Aga, El Cerrito, informed the Council that for the past three (3) years the owners of the complex she lives in have increased rent at the rate of 20% a year. She urged the Council to implement rent control measures.

Barbara Chan, El Cerrito, stated her support for AB 1884. She said that she would like to see El Cerrito take a leadership role in being proactive and look beyond the straw ban, including looking at food-ware and other non-disposable, non-compostable plastics.

4. ADOPTION OF THE CONSENT CALENDAR

Action: Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to approve Consent Calendar Item No. 4(B). Items No. 4(A) and 4(C) were removed from the Consent Calendar at the request of Councilmember Lyman and voted on separately.

A. National Night Out Proclamation

Approve a proclamation calling upon all residents of the City of El Cerrito to participate in “National Night Out” on Tuesday, August 7, 2018.

Presentation: Removed from the Consent Calendar by Councilmember Lyman for purposes of an update from staff.

Sergeant Wentworth and Officer Perez gave an overview of events and informed residents how they can participate in “National Night Out”.

Action: Moved, seconded (Lyman/Abelson) and carried unanimously to approve the proclamation.

B. Environmental Quality Committee Appointment

Approve an Environmental Quality Committee recommendation to appoint Gisele Verrier to the Environmental Quality Committee, effective July 17, 2018.

Action: Approved appointing Gisele Verrier to the EQC.

C. Resolution in Support of AB 1884

At the request of Councilmember Fadelli, adopt a resolution in support of Assembly Bill 1884, which would prohibit specified food facilities from providing single-use plastic straws to customers except upon request.

Discussion: Removed from the Consent Calendar by Councilmember Lyman. Councilmembers Lyman and Fadelli provided background information as to efforts being made through the City's representation on the West County Integrated Waste Management Authority to make this a regional effort through RecycleMore.

Councilmember Abelson cautioned that as the City moves forward not to disenfranchise individuals who are unable to drink liquids without the use of straws. She suggested that the City get input from people that may have certain disabilities to ensure there are solutions that work for them.

Action: Moved, seconded (Lyman/Fadelli) and carried unanimously to adopt Resolution No. 2018-43.

5. PRESENTATION

Human Trafficking Prevention and Awareness Proclamation

At the request of Councilmember Abelson, approve a proclamation commending Soroptimist International for its tireless efforts in increasing awareness and education in an effort to end human trafficking; supporting the Soroptimist International Club of El Cerrito as they raise awareness, through education and other efforts; and calling upon El Cerrito residents to recognize the vital role that everyone can play in ending all forms of slavery and protecting people from human trafficking.

Speakers: Pam Parker, Soroptimist Regional Leadership, spoke about their efforts to end human trafficking.

Cordell Hindler, Richmond, stated that he sees human trafficking every day in the City of Richmond and that it is unacceptable.

Action: Moved, seconded (Abelson/Pardue-Okimoto) and carried unanimously to approve and present the proclamation.

6. PUBLIC HEARINGS

Fire Hazard Abatement

1. Adopt a resolution declaring weeds, rubbish, litter, or other flammable material on certain real property identified in the resolution constitutes a public nuisance.

Presentation: Fire Captain Joe Gagne, presented the staff report and answered questions raised by members of the Council.

Speakers: Howdy Goudey, El Cerrito, agreed with Councilmember Lyman's suggestion that the timeline for abatement be moved up so that weed abatement is addressed earlier to mitigate fire hazards.

Barbara Chan, El Cerrito, suggested that the City consider stronger incentives to remind people to abate their properties earlier in the year.

Discussion: Councilmember Lyman stated his desire to see the Fire Department come up with a calendar that moves up the abatement timeline to earlier in the year. He also said he agreed with statements made in a letter from John Del Arroz suggesting that the City consider replacing eucalyptus with native trees.

Mayor Pro Tem Pardue-Okimoto agreed with Councilmember Lyman's suggestion that the timeline be adjusted to address abatement issues earlier in the year after consultation with the Fire Department.

Councilmember Abelson commented that the Council could adjust their meeting schedule if this would help with the abatement timeline.

Action: Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to adopt Resolution No. 2018–44 including a revised Exhibit A.

2. Conduct a public hearing and upon conclusion, adopt a resolution overriding objections by property owners and ordering the City Manager or his designee to abate certain public nuisances pursuant to El Cerrito Municipal Code Chapter 16.26.

Public Hearing: Mayor Quinto opened the public hearing. There were no speakers.

Actions: Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to close the public hearing.

Moved, seconded (Lyman/Pardue-Okimoto) and carried unanimously to adopt Resolution No. 2018–45.

7. POLICY MATTERS

Direction on November 2018 City Charter Ballot Measure and associated Real Property Transfer Tax for Maintenance and Improvement of City Services and Facilities

Adopt a resolution of the City Council of the City of El Cerrito:

1. Submitting to the El Cerrito electorate a measure to approve a City Charter and the proposed Real Property Transfer Tax to develop a locally generated and controlled funding source to be used to maintain and/or increase the current level of services and facilities provided by the City, which would become effective only if adopted by 50 percent plus one vote of the El Cerrito electorate. If voters approve the measure, the City would be converted from a General Law City to a Charter City, and the Real Property Transfer Tax would be approved.
2. Approving an ordinance authorizing a Real Property Transfer Tax to maintain and/or increase the current level of services and facilities provided by the City.
3. Requesting that the Contra Costa Board of Supervisors consent to the consolidation of this election with the statewide general election to be held on November 6, 2018 and direct the Registrar of Voters to provide all services necessary to conduct the election and print a measure on the ballot as described in Section 3 of the resolution.

Presentation: City Manager Scott Hanin and City Attorney Sky Woodruff presented the staff report and answered questions raised by members of the Council. Bryan Godbe, Godbe Research, provided information on survey results.

Speakers: Cordell Hindler, Richmond, said he hopes the Council will approve placing the measure on the ballot.

Marlene Keller, El Cerrito, stated that the City has so much at stake politically and financially if the City does not become a charter city. She expressed support for the real property transfer tax and urged the Council to place the measure on the ballot.

Al Miller, El Cerrito, agreed with comments made by Marlene Keller.

Rich Bartke, El Cerrito, said he has no objection to the real property transfer tax. He referred to several charter cities that have had financial troubles and suggested that the Council determine why these cities ran into problems before voting on becoming a charter city.

Susan Pricco, El Cerrito, stated that she doesn't like being taxed on the right to sell her home and questioned if there is an exemption for parent-child home transfers. She said that this tax would also reduce the nest egg for seniors who own their homes and want to downsize.

Jack Weir, President, Contra Costa Taxpayers Association, said that the

proposed tax is a direct attack on Prop 13. He stated it is particularly hard on seniors who depend on the equity in their homes as part of their retirement assets. He reported that the City has a \$15 million unfunded pension liability and he felt this tax will be used to fund these pension obligations. He stated the Contra Costa Taxpayers Association will oppose this tax rigorously.

Robin Mitchell, El Cerrito, stated she attended several charter committee meetings and that it was a good process. She said there are a lot of park and recreation capital projects that people want, but that there is no funding for them. She also expressed the belief that keeping up the City's infrastructure and providing programs that the citizens want increases property values.

Howdy Goudey, El Cerrito, stated his support of the charter and tax measure and commended the Council on the process used to develop the proposed charter.

Bill Jones, El Sobrante, said he is supportive of the charter and tax measure. He stated that charter cities benefit in the following ways: 1) greater local control; 2) a limit to state intrusion on local affairs; and 3) changes can only be made by a vote of the residents.

Action: Councilmember Lyman proposed revised language to Section H1(b, c, d) of the ordinance related to "good cause" and including language requiring an audit and review by the Financial Advisory.

Moved, seconded (Lyman/Fadelli) and carried unanimously to adopt Resolution No. 2018-46 as shown in the revised resolution presented at the meeting and including revisions to the ordinance (Exhibit B) as provided in the revised ordinance presented at the meeting and to also include revised language to Section H1 (b, c, d) of the ordinance related to "good cause" as proposed by Councilmember Lyman and additional language to be drafted by the City Attorney to require an audit and review by the Financial Advisory Board.

8. CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS

Action: There were no reports.

9. ADJOURNMENT

The meeting adjourned at 9:45 p.m.

SUPPLEMENTAL REPORTS AND CORRESPONDENCE

Item 6 – Fire Hazard Abatement

1. Updated Exhibit A – Property List
2. Communication from John Del Arroz

Item 7 – Charter Ballot Measure

1. Revised Resolution
2. Revised Ordinance
3. Communication from Michael A. Fischer

Gabriel Quinto, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the Special and Regular City Council meetings of July 17, 2018.

Sherry M. Kelly
Acting City Clerk



AGENDA BILL

Agenda Item No. 4B

Date: August 21, 2018
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer
Subject: 2018 Curb Ramp and Sidewalk Repair Program, City Project Nos. C3077A and C3024

ACTION REQUESTED

Adopt a resolution taking the following action:

- a. Approving plans and specifications for the 2018 Curb Ramp and Sidewalk Repair Program, City Project Nos. C3077A and C3024 (Project);
- b. Rejecting the bid submitted by HM Construction, Inc. as non-responsive and accepting the other five submitted bids for the Project; and
- c. Authorizing the City Manager to execute a contract in the amount of \$469,460 with Kerex Engineering, Inc. and to approve change orders in an amount not to exceed \$47,000 for the construction of the Project.

BACKGROUND

The 2018 Curb Ramp and Sidewalk Repair Program, City Project Nos. C3077A and C3024 (Project) implements the curb ramp and sidewalk components of the following capital improvement projects and maintenance program:

- Central Avenue and Carlson Boulevard Street Improvements, C3077
- Access Modifications – Streets and Sidewalks, C3024
- Sidewalk Infrastructure Maintenance

The curb ramp and sidewalk components were consolidated into this Project to achieve economies of scale and open up the project to a larger pool of contractors (both general and specialty contractors). Using this approach, City staff sought to maximize the number of bidders and potential for more competitive bid prices than those obtained as part of three separate contracts. In the case of the Central Avenue and Carlson Boulevard Street Improvements Project, the curb ramp and sidewalk work is being done before the pavement rehabilitation work scheduled for Fiscal Year 2019-20 when federal transportation funds will become available for that component.

The Project consists of the construction of twenty-four curb ramps along Central Avenue, Carlson Boulevard and at the intersection of Mira Vista Drive and Hagen Boulevard. It also includes repair of damaged or uplifted sidewalk and adjoining curb and gutter at twenty-six locations throughout the City, as shown in the attached project map.

AGENDA BILL

Agenda Item No. 4B

For bidding purposes and to allow flexibility of award within the project budget, the work was divided into a Base Bid and two Additive Alternate Bids. The first Additive Alternate Bid consisted of sidewalk, curb and gutter repair work primarily along San Pablo Avenue. The second Additive Alternate Bid consisted of construction of curb ramps at two intersection on Gladys Avenue.

The Notice Inviting Bids for the Project was advertised in the West County Times on July 16 and 23, 2018. Additionally, the notice along with a complete set of Contract Documents was sent to eight (8) Builder and Construction Exchanges. The project was also posted on the City's website and on the BPXpress website, an online planroom. Two addenda were issued.

ANALYSIS

Six bids were received on the advertised bid opening date of August 7, 2018. The bid from HM Construction, Inc. did not include a signed Statement of Technical Ability and Experience and required information was missing from the Subcontractors and Suppliers List form. City staff found these omissions to be material and recommend rejection of the bid as non-responsive.

The results of the remaining five bids are as follows:

Name and Location of Bidder	Base Bid	Additive Alternate Bid #1 – San Pablo Ave	Additive Alternate Bid #2 – Gladys Ave
Kerex Engineering, Inc. Pleasant Hill	\$469,460.00	\$66,600.00	\$57,400.00
Empire Engineering and Construction, Inc., San Francisco	\$474,095.00	\$78,940.00	\$68,605.00
RK Engineering, Inc., San Francisco	\$484,770.00	\$57,480.00	\$44,380.00
FBD Vanguard Construction, Inc. Livermore	\$520,179.50	\$59,955.00	\$45,280.00
Gruendl Inc. DBA, Ray's Electric, Oakland	\$537,750.00	\$51,930.00	\$36,725.00
Engineer's Estimate	\$503,445.15	\$47,335.00	\$35,335.00

The Contract Documents stipulated that the low bidder was to be determined by the amount of the Base Bid. The Base Bid from Kerex Engineering of \$469,460.00 is seven percent less than the Engineer's Estimate of \$503,445.15. The Additive Alternate Bid #1 amount from Kerex of \$66,600.00 is forty-one percent higher than the Engineer's

AGENDA BILL

Agenda Item No. 4B

Estimate of \$47,335.00 and the Additive Alternate Bid #2 amount of \$57,400.00 is sixty-two percent higher than the Engineer's Estimate of \$35,335.00.

Staff recommends that the City Council award a construction contract in the amount of \$469,460.00 for the Base Bid to Kerex Engineering, Inc. as the lowest responsive and responsible bidder. The additive alternate bids are not recommended for award at this time given their substantial amount over the Engineer's Estimate. City staff will explore options for bidding this work given different requirements at these locations, such as the need for a Caltrans Encroachment Permit for San Pablo Avenue.

STRATEGIC PLAN CONSIDERATIONS

Award of the construction contract is consistent with the following El Cerrito Strategic Plan Goals:

- Goal D – Develop and rehabilitate public facilities as community focal points by addressing ongoing and deferred maintenance of facilities and infrastructure; and
- Goal E – Ensure the public's health and safety by providing a safe and accessible transportation system.

ENVIRONMENTAL CONSIDERATIONS

The project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the project is a repair to an existing facility involving negligible or no expansion of use beyond that presently existing. More specifically, restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as an earthquake, landslide, or flood, is exempt from CEQA.

FINANCIAL CONSIDERATIONS

The estimated expenditures for the construction phase of the project total \$589,460 as summarized below.

Construction Contract	\$469,460
Construction Contract Contingency (10%)	\$47,000
Construction Management and Materials Testing	\$71,000
Miscellaneous (printing, postage, etc.)	\$2,000
Total	\$589,460

Funding in the amount of \$590,00 for the Project is included in the Fiscal Year (FY) 2018-19 Capital Improvement Program and the Public Works, Maintenance operating budget, including allocations of \$325,000 in the Measure A Street Improvement Fund, \$195,000 in the SB 1 – Road Maintenance and Rehabilitation Account Fund, and \$70,000 in the

AGENDA BILL

Agenda Item No. 4B

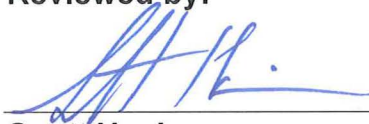
Measure J Return to Source Fund (Countywide transportation fund). Project and program-specific funding is as follows:

- \$325,000 for Central Avenue and Carlson Boulevard Street Improvements, C3077 in the Measure A Street Improvement Fund
- \$25,000 for Central Avenue and Carlson Boulevard Street Improvements, C3077 in the SB 1 – Road Maintenance and Rehabilitation Account Fund
- \$70,000 for Access Modifications – Streets & Sidewalks, C3024 in the Measure J Return to Source Fund.
- \$145,000 for the Access Modifications – Streets & Sidewalks, C3024 in the SB 1 – Road Maintenance and Rehabilitation Account Fund
- \$25,000 for Sidewalk Infrastructure Maintenance in the SB 1 – Road Maintenance and Rehabilitation Account Fund

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed actions and found that legal considerations have been addressed.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Resolution
2. Project Locations Map

RESOLUTION 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING PLANS AND SPECIFICATIONS FOR THE 2018 CURB RAMP AND SIDEWALK REPAIR PROGRAM, CITY PROJECT NOS. C3077A AND C3024; REJECTING THE BID SUBMITTED BY HM CONSTRUCTION, INC. AS NON-RESPONSIVE AND ACCEPTING THE OTHER FIVE SUBMITTED BIDS FOR THE PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF \$469,460 WITH KEREX ENGINEERING, INC. AND TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$47,000 FOR THE CONSTRUCTION OF THE PROJECT

WHEREAS, the 2018 Curb Ramp and Sidewalk Repair Program, City Project Nos. C3077A and C3024 (Project) implements the curb ramp and sidewalk components of the following capital improvement projects and maintenance program: Central Avenue and Carlson Boulevard Street Improvements, C3077; Access Modifications – Streets and Sidewalks, C3024; and Sidewalk Infrastructure Maintenance; and

WHEREAS, the Project consists of construction of twenty-four curb ramps along Central Avenue, Carlson Boulevard and at the intersection of Mira Vista Drive and Hagen Boulevard and repair of damaged or uplifted sidewalk, curb and gutter at twenty-six locations citywide; and

WHEREAS, a Notice Inviting Bids for the Project was advertised in the West County Times on July 16 and 23, 2018, sent to Builder and Construction Exchanges, and posted on the City's website; and

WHEREAS, six bids were received on the advertised bid opening date of August 7, 2018, and the bid received from HM Construction, Inc. had omissions making the bid non-responsive; and

WHEREAS, the lowest responsive and responsible bidder was Kerex Engineering, Inc. whose total Base Bid in the amount of \$469,460.00, was seven percent below the Engineer's Estimate; and

WHEREAS, funding for the construction phase of the Project is included in the Adopted Fiscal Year (FY) 2018-19 Capital Improvement Program and the Public Works, Maintenance operating budget from the following project and program allocations: Central Avenue and Carlson Boulevard Street Improvements, C3077 in the Measure A Street Improvement Fund and SB 1 – Road Maintenance and Rehabilitation Account Fund; Access Modifications – Streets & Sidewalks, C3024 in the Measure J Return to Source Fund and SB 1 – Road Maintenance and Rehabilitation Account Fund; and Sidewalk Infrastructure Maintenance in the SB 1 – Road Maintenance and Rehabilitation Account Fund; and

WHEREAS, the project work is an appropriate use of Measure A Street Improvement funds; and

WHEREAS, the Project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the project is a repair to an existing facility involving negligible or no expansion of use beyond that presently existing.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby:

- 1) Approves plans and specifications for the 2018 Curb Ramp and Sidewalk Repair Program, City Project Nos. C3077A and C3024; and
- 2) Rejects the bid submitted by HM Construction, Inc. as non-responsive and accepts the other five submitted bids for the Project; and
- 3) Authorizes the City Manager to execute a contract in the amount of \$469,460 with Kerex Engineering, Inc. and to approve change orders in an amount not to exceed \$47,000 for the construction of Project.

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

I CERTIFY that at a regular meeting on August 21, 2018 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 August XX, 2018.

Sherry M. Kelly, Acting City Clerk

APPROVED:

Gabriel Quinto, Mayor

KEY MAP



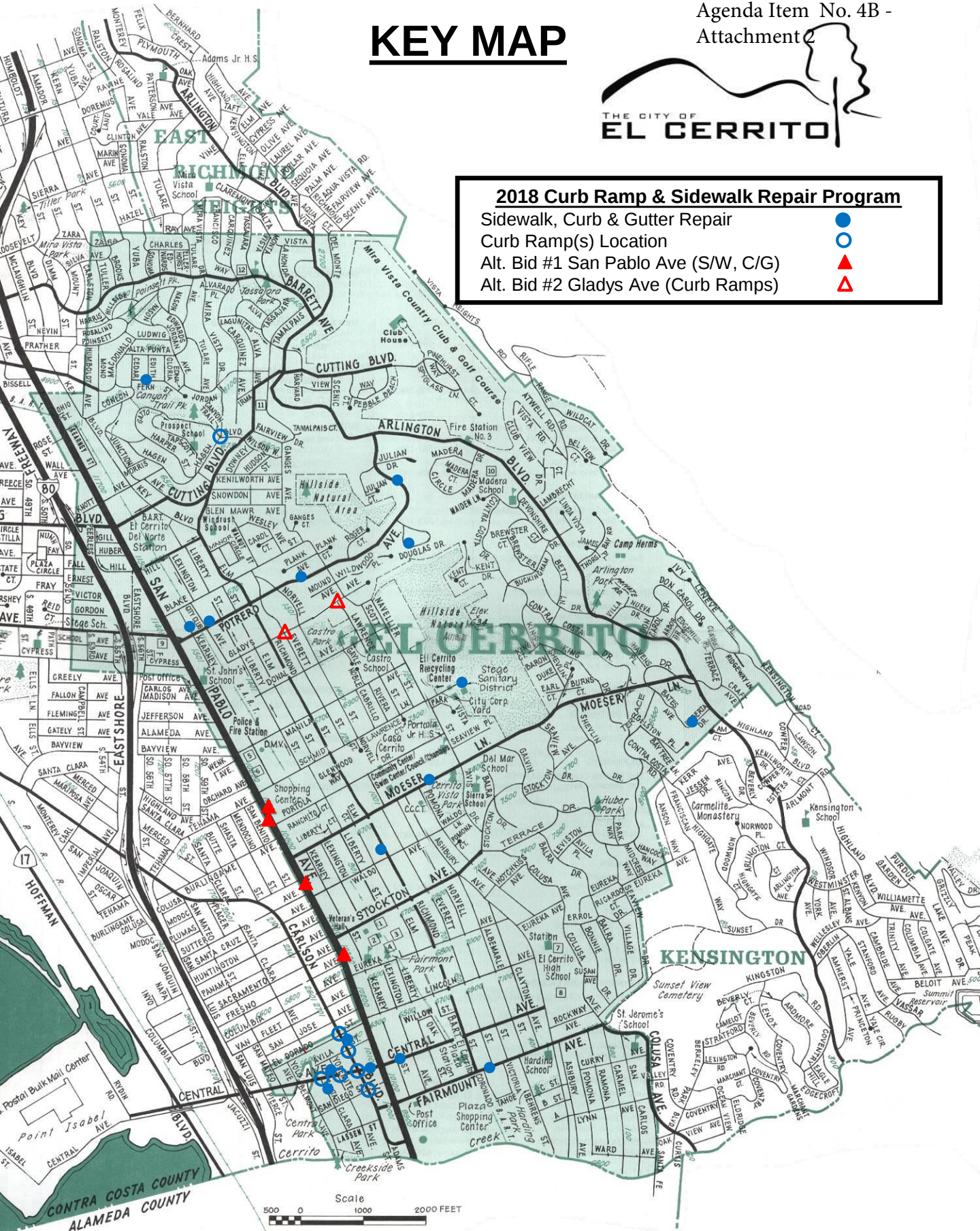
2018 Curb Ramp & Sidewalk Repair Program

Sidewalk, Curb & Gutter Repair

Curb Ramp(s) Location

Alt. Bid #1 San Pablo Ave (S/W, C/G)

Alt. Bid #2 Gladys Ave (Curb Ramps)





AGENDA BILL

Agenda Item No.4C

Date: August 21, 2018
To: El Cerrito City Council
From: Mark R. Rasiah, Finance Director/City Treasurer
Subject: Cash & Investments Report for Quarter Ending June 30, 2018

ACTION REQUESTED

Receive and file the City's Quarterly Investment Report for the Quarter ending June 30, 2018.

BACKGROUND

It is the policy of the City of El Cerrito ("City"), to invest public funds in a manner which provides for safety of principal while providing sufficient liquidity to cover the City's short and long term needs while generating the appropriate yield. All investment activity will conform to the California Government Code, Sections 53601 through 53659.

ANALYSIS

The Quarterly Investment Report for April 1, 2018 to June 30, 2018 shows that the City's investments had a par value of \$5,750,948 as of June 30, 2018. The City continues to have minimal investments that are not required for debt service reserves and to have limited, if any, interest earnings on restricted funds. Of the total amount invested, \$5,554,328 is invested in the pooled funds with the State Treasurer's Local Agency Investment Funds (LAIF) and \$196,620 is held in money market funds. Cash with Mechanics Bank was \$2,167,939. Total cash and investments were \$7,918,887. Of this amount, \$7,722,267 was available towards operating expenses for the next six months.

STRATEGIC PLAN CONSIDERATIONS

The purpose of the City's Investment Policy is to provide guidelines for prudent investment of the City's idle funds and ensure policies, procedures and systems represent best practices in financial management (Goal B).

FINANCIAL CONSIDERATIONS

During the quarter interest of approximately \$12,726 was earned and debt service payments for the Recycle Center, Fire Vehicles, Streets and Solar Lease payments were made totaling \$683,249.

LEGAL CONSIDERATIONS

The City's investments comply with the "Authorized Investments" section of the Investment Policy.

Reviewed by:



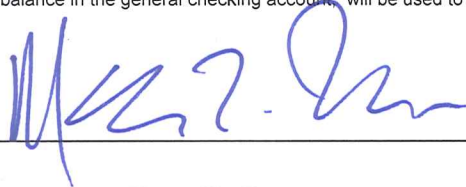
Scott Hanin
City Manager

Attachment:

1. Cash & Investment Report for the Quarter ending June 30, 2018.

FUND	INVESTMENT TYPE	INVESTMENT	TRUSTEE/ BROKER	PAR VALUE	COST	INTEREST OR YIELD	MATURITY DATE	COST/ 100	*MARKET VALUE
Pooled Investments	Pooled Fund	Local Agency Investment Fund(LAIF)	CA State Treasurer	\$5,554,328	\$5,554,328	1.85%	N/A	100.00	\$5,554,328
Solar Project Financing	Fidelity Institutional Fund	Prime Money Market	Deutsche Bank	\$10,205	\$10,205	0.01%	N/A	100.00	\$10,205
Swim Center Fund	Blackrock Institutional Money Market	Union Bank/Blackrock Liquidity	Union Bank of CA	\$186,415	\$186,415	0.01%	N/A	100.00	\$186,415
				\$5,750,948	\$5,750,948				
Cash with Bank (General Checking)	Mechanics Bank	N/A	N/A	\$2,167,939	\$2,167,939	N/A	N/A	N/A	\$2,167,939
Total Cash and Investments				\$7,918,887	\$7,918,887	\$7,918,887			

I certify that this report is in compliance with the City of El Cerrito Investment Policy and the California Government Code Section 53646. The balance of the pool's unrestricted investments in combination with anticipated operating cash inflows and the balance in the general checking account, will be used to meet the expenditure requirements for the next six months.



Mark Rasiah, Finance Director/City Treasurer



AGENDA BILL

Agenda Item No. 4D

Date: August 21, 2018
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Parking Time Limit Modification on east side of San Pablo Avenue between Manila Avenue and Madison Street

ACTION REQUESTED

Adopt a resolution authorizing the modification of the parking time limit from two to four hours on the east side of San Pablo Avenue between Manila Avenue and Madison Street.

BACKGROUND & ANALYSIS

In July 2018, El Cerrito's programs and services for older adults were relocated from the Open House Senior Center at 6500 Stockton Avenue, now closed, to the El Cerrito Midtown Activity Center (ECMAC) at 10940 San Pablo Avenue. The ECMAC is home to a wide variety of popular programs and services. The busiest period at the ECMAC is typically mid-morning to early-afternoon, which includes a lunch program. Often parking demand exceeds on-site parking supply, and patrons park on-street along the east side of San Pablo Avenue.

Public Works staff is proposing an extension to parking time limits on the east side of San Pablo Avenue between Manila Avenue and Madison Street from two hours to four hours. This is in response to requests from the ECMAC patrons and staff to provide on-street parking to better serve their needs. Currently, on-street parking is limited to two hours between 9 a.m. and 6 p.m. except Sundays and Holidays as established in 1958 by City Council Resolution No. 2310. Parking signs on the southerly section of the block also allow exceptions to the time limit by permit related to City Hall and Public Safety Building operations.

In early August 2018, Public Works staff communicated with the businesses on this block to discuss increasing the time limits. All businesses were supportive of the change because they also have customers or visitors needing to stay longer than two hours. ECMAC staff also anticipates that the extended parking time will encourage patrons to participate in more than one activity. Overall, increasing the time limit will better serve the needs of the ECMAC and nearby businesses, but continue to discourage all-day parking. Staff will review the current permit exceptions in the future to determine if any modifications are necessary and return to City Council as appropriate.

STRATEGIC PLAN CONSIDERATIONS

By providing time limits that better serve the needs of City programs and businesses, the proposed action will support the following El Cerrito Strategic Plan Goals:

Goal A: Develop and strengthen the relationships with public and private partners, residents, businesses and community groups.

Goal C: Promote and support entertainment, recreational, and leisure activities for people of all ages and demographics.

FINANCIAL CONSIDERATIONS

The cost for parking sign replacement is estimated to be approximately \$1,000 and is included in the Public Works, Maintenance operating budget.

LEGAL CONSIDERATIONS

El Cerrito Municipal Code Section 11.40.210 requires that parking time limits be approved by City Council Resolution.

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

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Resolution

RESOLUTION 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE MODIFICATION OF PARKING TIME LIMIT FROM TWO TO FOUR HOURS ON THE EAST SIDE OF SAN PABLO AVENUE BETWEEN MANILA AVENUE AND MADISON STREET

WHEREAS, the El Cerrito Midtown Activity Center (ECMAC) opened in July 2018 at 10940 San Pablo Avenue and is home to a wide variety of popular programs and services for older adults; and

WHEREAS, City staff and patrons requested that on-street parking better serve the needs for the programs and services provided at the ECMAC; and

WHEREAS, on-street parking is currently limited to two hours between 9 a.m. and 6 p.m., except Sundays and Holidays as established in 1958 by City Council Resolution 2310; and

WHEREAS, increasing the time limit from two to four hours will better serve the needs of the ECMAC and nearby businesses, but continue to discourage all-day parking; and

WHEREAS, El Cerrito Municipal Code Section 11.40.210 requires that parking time limits be approved by City Council Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby modifies the parking time limit from two to four hours on the east side of San Pablo Avenue between Manila Avenue and Madison Street.

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

I CERTIFY that at a regular meeting on August XX, 2018 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 August XX, 2018.

Sherry M. Kelly, Acting City Clerk

APPROVED:

Gabriel Quinto, Mayor



OFFICE OF THE MAYOR
Gabriel Quinto

Agenda Item No. 4E

August 21, 2018

Chair Nichols
California Air Resources Board
1001 I Street
Sacramento, CA 95814

Re: Support for Strong Action on Zero-emission Buses

Dear Chair Nichols and Members of the Board,

Alongside mayors from across California, I am writing to demonstrate the City of El Cerrito's support for zero-emission buses and to encourage strong action by the Air Resources Board (ARB) to accelerate their deployment in California.

Pollution from heavy-duty vehicles, such as transit buses, is one of the largest sources of toxic air pollution in California. Studies from ARB and public health experts have linked this pollution, which includes nitrogen oxides and particulate matter, to adverse effects on almost every organ system in the body.

We have the technology to address the significant health impacts related to heavy-duty vehicle pollution. With ranges over 200 miles, zero-emission buses are well suited to meet the needs of our cities' bus routes. And thanks to savings on fuel and maintenance expenses, the total cost of owning and operating these buses are increasingly competitive with conventional-fueled buses. In California, there are already more than a dozen manufacturing companies making batteries and bodies for battery and fuel cell electric buses and trucks. A strong regulatory signal from ARB would spur increased production and competition, and continue to lower the purchase price of zero-emission buses. Additionally, electrification helps generate high-quality jobs, skilled training opportunities, and new investments in California's economy. Statewide training initiatives like the Electric Vehicle Infrastructure Training Program are already preparing California electricians for the shift to clean transportation technologies.

Zero-emission buses will significantly improve the air quality in cities across California. The life cycle emissions of electric transit buses are the lowest of all types of buses. Electric vehicles do not have any tailpipe emissions, which provides significant relief to the local air quality in the communities in which they are driven.

Not only can electric buses help California rise to meet our state's public health challenges, but a swift transition to zero-emission buses will also help meet California's goal of reducing greenhouse gas emissions to 40 percent below 1990 levels by 2030. According to the Union of Concerned Scientists, battery powered electric buses on today's grid in California have 70 percent lower global warming emissions than diesel and natural gas buses, and hydrogen fuel cell electric buses have 50 percent lower emissions than diesel and natural gas buses.

The market and demand for electric buses is rapidly growing. There are 39 transit agencies with over 50 buses in California, and more than half of them are either operating zero-emission buses or have them on order. A growing list of agencies are planning to go 100% zero-emission, including Los Angeles, the largest fleet on the west coast.

In addition to the public health and global warming benefits, zero-emission buses can also help boost transit ridership, as they provide a better experience by operating more quietly, smoothly, and cleanly than conventional-fueled buses. Increasing transit ridership is critical to cities and counties implementing sustainable community development strategies.

We commit to advocating for zero-emission electric buses in our city, and support transitioning bus fleets to zero-emission as soon as possible. Similar to the way the state's renewable energy policies have driven clean energy demand, a strong signal from ARB that the state is prioritizing the transition to zero-emission transit will accelerate the availability of these clean vehicles and related infrastructure.

California's leadership on zero-emission transit buses would not be where it is today without your actions. We encourage you to continue providing vital incentives, but also to enact regulatory measures – incentives alone will not spur a shift away from fossil fuel-powered buses.

Thank you, and we look forward to working with you to ensure California remains a leader in clean technology and healthy communities.

Sincerely,

Gabriel Quinto, Mayor
City of El Cerrito

January 29, 2018

Chair Nichols
California Air Resources Board
1001 I Street
Sacramento, CA 95814

Submitted via email to: Evan Kersnar, Evan.Kersnar@arb.ca.gov

Re: Support from mayors of California for strong action on zero-emission buses.

Dear Chair Nichols and members of the Board:

We, the undersigned mayors from across California, are writing to demonstrate our support for zero-emission buses and encourage strong action by the California Air Resources Board (CARB) to accelerate their deployment in California.

Pollution from heavy-duty vehicles, such as transit buses, is one of the largest sources of toxic air pollution in California. Studies from CARB and public health experts have linked this pollution, which includes nitrogen oxides and particulate matter, to adverse effects on almost every organ system in the body.

We have the technology to address the significant health impacts related to heavy-duty vehicle pollution. With ranges over 200 miles, zero-emission buses are well suited to meet the needs of our cities' bus routes. And thanks to savings on fuel and maintenance expenses, the total cost of owning and operating these buses are increasingly competitive with conventional-fueled buses. In California, there are already more than a dozen manufacturing companies making batteries and bodies for battery and fuel cell electric buses and trucks. A strong regulatory signal from CARB would spur increased production and competition, and continue to lower the purchase price of zero-emission buses. Additionally, electrification helps generate high-quality jobs, skilled training opportunities, and new investments in California's economy. Statewide training initiatives like the Electric Vehicle Infrastructure Training Program are already preparing California electricians for the shift to clean transportation technologies.

Zero-emission buses will significantly improve the air quality in cities across California. The life cycle emissions of electric transit buses are the lowest of all types of buses. Electric vehicles do not have any tailpipe emissions, which provides significant relief to the local air quality in the communities in which they are driven.

Not only can electric buses help California rise to meet our state's public health challenges, but a swift transition to zero-emission buses will also help meet California's goal of reducing greenhouse gas emissions to 40 percent below 1990 levels by 2030. According to the Union of Concerned Scientists, battery powered electric buses on *today's* grid in California have 70 percent lower global warming emissions than diesel and natural gas buses, and hydrogen fuel cell electric buses have 50 percent lower emissions than diesel and natural gas buses.

The market and demand for electric buses is rapidly growing. There are 39 transit agencies with over 50 buses in California, and more than half of them are either operating zero-emission buses or have them on order. A growing list of agencies are planning to go 100% zero-emission, including Los Angeles, the largest fleet on the west coast.

In addition to the public health and global warming benefits, zero-emission buses can also help boost transit ridership, as they provide a better experience by operating more quietly, smoothly, and cleanly than conventional-fueled buses. Increasing transit ridership is critical to cities and counties implementing sustainable community development strategies.

We commit to advocating for zero-emission electric buses in our respective cities, and support transitioning bus fleets in our cities to zero-emission as soon as possible. Similar to the way the state's renewable energy policies have driven clean energy demand, a strong signal from CARB that the state is prioritizing the transition to zero-emission transit will accelerate the availability of these clean vehicles and related infrastructure.

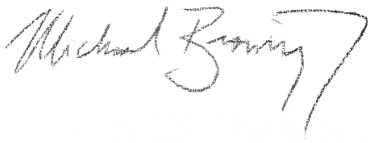
California's leadership on zero-emission transit buses would not be where it is today without your actions. We encourage you to continue providing vital incentives, but also to enact regulatory measures – incentives alone will not spur a shift away from fossil fuel-powered buses.

Thank you, and we look forward to working with you to ensure California remains a leader in clean technology and healthy communities.

Signed,

A handwritten signature in black ink, reading "Jesse Arreguin". The signature is fluid and cursive, with the first name "Jesse" written in a larger, more prominent script than the last name "Arreguin".

Mayor Jesse Arreguin
City of Berkeley

A handwritten signature in black ink, reading "Michael Brownrigg". The signature is written in a cursive style, with the first name "Michael" and the last name "Brownrigg" clearly legible.

Mayor Michael Brownrigg
City of Burlingame

A handwritten signature in blue ink, reading "Mary Casillas Salas". The signature is written in a cursive style, with the first name "Mary" and the last name "Casillas Salas" clearly legible.

MARY CASILLAS SALAS

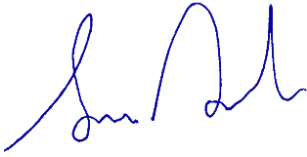
Mayor Mary Salas
City of Chula Vista

A handwritten signature in black ink, reading "Catherine Blakespear". The signature is written in a cursive style, with the first name "Catherine" and the last name "Blakespear" clearly legible.

Mayor Catherine Blakespear
City of Encinitas



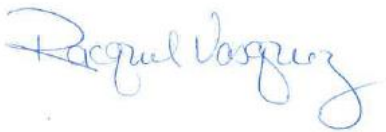
Mayor Rey León
City of Huron



Mayor Serge Dedina
City of Imperial Beach



Mayor R. Rex Parris
Mayor of Lancaster



Mayor Racquel Vasquez
City of Lemon Grove



Mayor Robert Garcia
City of Long Beach



Mayor Eric Garcetti
City of Los Angeles



Mayor Libby Schaaf
City of Oakland



Mayor Darrell Steinberg
City of Sacramento



Mayor Sam Liccardo
City of San Jose



Mayor Helene Schneider
City of Santa Barbara



Mayor Michael Tubbs
City of Stockton



Mayor Erik Nasarenko
City of Ventura

CC: Richard Corey, Steve Cliff, Jack Kitowski, Tony Brasil, Yachun Chow, Shirin Barfjani



AGENDA BILL

Agenda Item No. 4F

Date: August 21, 2018
To: El Cerrito City Council
From: Melanie Mintz, Community Development Director
Subject: Authorization to Enter into Compensation Agreements

ACTION REQUESTED

Staff recommends the City Council adopt a resolution authorizing the City Manager to enter into Compensation Agreements with the County of Contra Costa and its related entities and with the affected taxing entities regarding the disposition of the former El Cerrito Redevelopment Agency properties and authorizing the City Manager to take all actions necessary to implement the compensation agreements.

BACKGROUND

Pursuant to the Redevelopment Dissolution Statutes, the Successor Agency to the former Redevelopment Agency and the Oversight Board approved a Long Range Property Management Plan (LRPMP), pursuant to Health and Safety Code Section 34191.5, specifying how former RDA properties would be disposed of (Resolution 2015-03, Resolution No. 2015-04 and 2015-06) which was approved by the State Department of Finance. As required by the Dissolution Statutes, the LRPMP calls for the former Agency's properties to be liquidated, transferred to the City for governmental use, or retained by the City for future disposition and eventual development by selected Developers. Under the approved LRPMP, and as allowed under Health and Safety Code Section 34191.5(c)(2), the Successor Agency transferred the future development properties to the City and the City is required by the LRPMP to enter into a Compensation Agreement with the Affected Taxing Entities for those properties. The future development properties and their status are listed in Table 1 below.

Table 1: Future Development Properties

APN	Address	Size	Status
513-372-015	11335-41 San Pablo Avenue (Eastshore Block)	8,750	Vacant
513-372-018	6111 Potrero (Eastshore Block)	3,612	Vacant
513-372-032	1718 Eastshore (Eastshore Block)	25,910	Purchase and Sale Agreement for Development of a Hotel
502-062-003 502-062-028 502-062-029	1925 Kearney St; 11690 San Pablo Ave. and 11600 San Pablo Ave	68,490	Disposition and Development Agreement for Mixed Use Development

Note: The non-development properties, consisting of the Civic Center Parcel at

10930/10940 was transferred to the City for government use, and is now the home of the Midtown Activity Center and the Theater Parcel at 10066-72 San Pablo Avenue was identified in the LRPMP for liquidation and is now subject to the Purchase and Sale Agreement (Resolution 2018-40.)

ANALYSIS

The purpose of the Compensation Agreement is to assure that the proceeds from the disposition of the properties are shared amongst the Affected Taxing Entities in proportion to their shares of the base property tax ("Applicable Shares") as determined by the Auditor Controller. *Exhibit C* to the proposed Compensation Agreement illustrates the applicable shares of each taxing entity that will be the beneficiary of the Compensation Agreement and the disposition of the former RDA properties.

In June 2017, the City sent a draft Compensation Agreement to the seventeen taxing entities, requesting signature or comments. The vast majority of the taxing entities signed the draft Agreement. Contra Costa County, who represents the County and County entities including the Contra Costa County Library, the Contra Costa County Flood Control and Water Conservation District, the Contra Costa County Water Agency and the County itself, requested some revision (further discussed below.) After negotiating with the County staff determined that the County's issues regarding the compensation agreement were different from those of the other taxing entities and a separate agreement with the County entities was in the best interest of the City. Removing the County from the agreement with the other taxing entities required recirculation of the agreement with the other taxing entities.

Basic Provisions: The basic provision of the proposed Compensation Agreements is that the City will dispose of the properties for a purchase price that will be not less than the Property's Fair Market Value as determined by an appraisal. (Section 5, both Agreements.) For the non-County entities, the terms allow the City to determine when it would be best for the disposition to yield a financially feasible and marketable development. For the County, additional language was added that provides for the property to be disposed of within 5 years of the Effective Date of the Agreement pursuant to a Disposition and Development Agreement or Purchase and Sale Agreement for not less than fair market value as determined by an appraisal or the negotiated purchase price for the property in an arm's length negotiation with a willing buyer if the Property is offered for sale on the open market. Further, the proposed County Agreement adds that if the City has not disposed of all of the Properties within five years, that the City shall offer any Property not subject to a DDA or PSA for sale on the open market using reasonable and diligent efforts to market the Property expeditiously and for maximum value. (Section 5(b); County Agreement). Further, the County agreement provides that no later than 66 months after the Effective Date, if any of the Properties have not been sold, the City will pay to the County its proportionate share of the appraised 2011 value for the unsold properties in accordance with Health and Safety Code Section 34180(f)(2). The County agreement puts the City at some risk that if it is unable to sell all of the properties within five and one-half years, it will have to pay to the County a portion of the

value of the properties. However, since two of the four properties are under contracts to sell and the City expects to market the other properties, it is unlikely that the City will be required to pay the County these amounts and the County's (including County entities) Applicable Share would equal less than 14% of the proceeds of the total property tax share.

STRATEGIC PLAN CONSIDERATIONS

The following goals and objectives of the Strategic Plan are addressed by this agreement:

Goal B: Achieve long-term financial sustainability

Goal C: Deepen a sense of place and community identity

- *Develop a vision for underdeveloped and underutilized properties through advanced planning efforts that encourage investment and/or new development.*

In addition, the proposed agreement also implements the following policies from the Economic Development Action Plan:

Goal 3 D: Proceed with the disposition and development of former redevelopment assets

- *Negotiate purchase and sale agreements based on the development objectives of the San Pablo Avenue Specific Plan and Long Range Property Management Plan*

ENVIRONMENTAL CONSIDERATIONS

The approval of the compensation agreement is exempt from CEQA in accordance with Section 15061(b)(3) of the CEQA Guidelines because the use of the properties subject to the compensation agreement will not change or otherwise be modified as a result of the implementation of the Compensation Agreement.

FINANCIAL CONSIDERATIONS

The City of El Cerrito, as one of the affected taxing entities, would receive approximately 22.23% of the proceeds from the sale of the former Redevelopment Agency properties. Entering into a Compensation Agreement is a requirement of the Dissolution Statutes and Long Range Property Management Plan and a precondition to being able to close on the sale of any former RDA Property.

LEGAL CONSIDERATIONS

The resolution has been reviewed and approved by Counsel.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Proposed Resolution
2. Proposed Compensation Agreement (non-County entities)
3. Proposed Compensation Agreement (County entities)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY TO ENTER INTO COMPENSATION AGREEMENTS WITH THE COUNTY OF CONTRA COSTA AND ITS RELATED ENTITIES AND WITH THE AFFECTED TAXING ENTITIES REGARDING THE DISPOSITION OF THE FORMER EL CERRITO REDEVELOPMENT AGENCY PROPERTIES AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COMPENSATION AGREEMENTS

WHEREAS, the El Cerrito Redevelopment Agency ("Former RDA") along with all redevelopment agencies in the State of California, was dissolved effective February 1, 2012 in accordance with AB 1X 26, as amended by AB 1484 and SB 107 (the "Dissolution Act"); and

WHEREAS, the Dissolution Act, as amended by AB 1484, addresses the process for the unwinding of redevelopment agencies including provisions regarding the disposition of former redevelopment agency assets; and

WHEREAS, prior to dissolution of the Former RDA, the Former RDA owned several properties; and

WHEREAS, the Oversight Board for the Successor Agency to the Former RDA and the Department of Finance approved a Long Range Property Management Plan ("LRPMP") addressing the disposition of the Former Agency properties; and

WHEREAS, the LRPMP calls for the properties located at 11335-41 San Pablo Avenue, 6111 Potrero, 1718 Eastshore, 1925 Kearney Street, 11690 San Pablo Avenue and 11600 San Pablo Avenue ("Properties") to be transferred to the City as properties for future development consistent with the Redevelopment Plan and also requires that the City enter into a compensation agreement with the affected taxing entities related to the further disposition of those properties; and

WHEREAS, the City has negotiated a Compensation Agreement with the County of Contra Costa and its related entities and a Compensation Agreement with the other Affected Taxing Entities that provides for the City to distribute the proceeds from sale of the properties to the taxing entities in their proportionate shares; and

WHEREAS, the Compensation Agreements are consistent with the requirements of the Redevelopment Dissolution laws and the LRPMP; and

WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the approval of the Compensation Agreements is exempt from the requirements of CEQA because the use of the Properties will not change or otherwise be modified as a result of the implementation of the Compensation Agreement.

NOW THEREFORE BE IT RESOLVED:

1. That the City Council finds the above recitals are accurate.
2. The City Council hereby approves the Compensation Agreement with the County of Contra Costa and its related entities and the Compensation Agreement with the other Affected Taxing Entities substantially in the form on file with the City Clerk, subject to such changes as are approved by the City Manager and authorizes the City Manager to execute all documents necessary to implement the Compensation Agreements.
3. This Resolution shall take immediate effect upon its adoption.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EL CERRITO, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 20____,

BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:
ABSTAINED:	COUNCIL MEMBER:

ATTEST: _____
Sherry M. Kelly, Acting City Clerk

COMPENSATION AGREEMENT
(Future Development Properties)

This Compensation Agreement, dated for reference purposes as of _____, 20____, (this "Agreement") is entered into by and among the City of El Cerrito, the Contra Costa County Mosquito and Vector Control District, Stege Sanitary District, West Contra Costa Healthcare District, the Bay Area Air Quality Management District, the Alameda-Contra Costa Transit District, the San Francisco Bay Area Rapid Transit District, the East Bay Regional Park District, the East Bay Municipal Utility District, Contra Costa County Department of Education, the West Contra Costa Unified School District, and the Contra Costa County Community College District on the basis of the following facts, understandings, and intentions of the Parties.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Dissolution Statutes and the decision in *Community Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former Agency.

C. Accordingly, ownership of the properties, acquired by the Former Agency to implement the Redevelopment Plan, transferred to the Successor Agency for disposition in accordance with the Dissolution Statutes.

D. The Successor Agency received a "finding of completion" under Health and Safety Code Section 34179.7, from the DOF on December 22, 2015, confirming that the Successor Agency had made specified required payments under the Dissolution Statutes, thereby entitling the Successor Agency to prepare and submit a long range property management plan to the Oversight Board and the DOF for approval.

E. The Successor Agency prepared and obtained Oversight Board approval of the Successor Agency's LRPMP on November 10, 2015, calling for the Former Agency's properties to be liquidated, transferred to the City for governmental use, or retained by the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan pursuant to a compensation agreement to be entered into among the City and the Taxing Entities pursuant to Health and Safety Code Section 34180(f).

F. The DOF approved the LRPMP by determination letter issued on December 29, 2015.

G. Under the Successor Agency's approved LRPMP, and as allowed under Health and Safety Code Section 34191.5(c)(2), the Successor Agency transferred the Property to the City, and the City will retain the Property for future development for projects consistent with the

approved Redevelopment Plan.

H. Under the approved LRPMP, the City is required to enter into a compensation agreement with the Taxing Entities for the properties transferred to the City for future development.

I. The Parties are entering into this Agreement to comply with the terms of the LRPMP, as approved by the DOF.

NOW, THEREFORE, for and consideration of the foregoing recitals which are hereby incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement, as this Agreement may be amended from time to time.

(b) "Applicable Shares" has the meaning given in Section 6(a).

(c) "Auditor-Controller" means the Contra Costa County Auditor-Controller.

(d) "City" means the City of El Cerrito, a California municipal corporation, and any entity referred to in Health and Safety Code Section 34167.10.

(e) "Close of Escrow" means the date the Property is transferred by a deed recorded in the official records of the County.

(f) "DDA" means, a disposition and development agreement (or other form of conveyance document) between the City and a Developer for the development of one or more of the Properties for a project consistent with the Redevelopment Plan.

(g) "Developer" means, the developer to which the City disposes a Property pursuant to a DDA.

(h) "Disposition Proceeds" means, with respect to any Property, any Temporary Rental Income PLUS the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to a DDA or PSA made pursuant to Section 5(a) LESS any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or proceeds of bonds that were used for the original acquisition or improvement of the Property and LESS any outstanding balance of loans secured by the Property as of the Close of Escrow, and LESS any customary costs related to the sale of the Property.

(i) "Disposition Proceeds Statement" has the meaning set forth in Section 6(b), below.

(j) "Dissolution Statutes" means collectively ABx1 26 enacted in June 2011, AB 1484 enacted in June 2012, and SB 107, enacted September 2015, and any future amendments that may apply.

(k) "DOF" means the California Department of Finance.

(l) "Effective Date" has the meaning given in Section 2.

(m) "ERAF" means the Contra Costa County Educational Revenue Augmentation Fund.

(n) "Escrow Agent" means Old Republic Title Company, 555 12th Street Suite 2000, Oakland, CA 92108, or such other title company selected by the City.

(o) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(p) "Former Agency" means the dissolved El Cerrito Redevelopment Agency.

(q) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as it exists from time to time. As of the date of this Agreement, the LRPMP consists of the Long-Range Property Management Plan, as approved by the Oversight Board on November 10, 2015. The DOF approved the LRPMP in the determination letter dated December 29, 2015.

(r) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Dissolution Statutes.

(s) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(t) "Property" means any of the following parcels of real property located in the City of El Cerrito, County of Contra Costa, California, all as further described in the attached Exhibit A, incorporated herein by this reference:

(1) The property located at 1925 Kearney Street, 11690 and 11600 San Pablo Avenue, identified as Assessor's Parcel Nos. 502-062-003; 502-062-028; 502-062-029;

(2) The property located at 11335-41 San Pablo Avenue, identified as Assessor's Parcel No. 513-372-015;

(3) The property located at 6111 Potrero, identified as Assessor's Parcel No. 513-372-018; and

(4) The property located at 1718 Eastshore Boulevard, identified as

Assessor's Parcel No. 513-373-032.

(u) "PSA" means a Purchase and Sale Agreement between the City and a purchaser for the sale of one or more of the Properties.

(v) "Redevelopment Plan" means the Redevelopment Plan for the El Cerrito Redevelopment Project Area, adopted by Ordinance No.77-17 dated November 28, 1977, as amended from time to time.

(w) "Successor Agency" means the Successor Agency of the dissolved El Cerrito Redevelopment Agency.

(x) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Dissolution Statutes: the City of El Cerrito, the County of Contra Costa, the Contra Costa County Library, the Contra Costa County Flood Control District and Water Conservation District, the Contra Costa Water District, the Contra Costa County Mosquito and Vector Control District, Stege Sanitary District, West Contra Costa Healthcare District, the Bay Area Air Quality Management District, the Alameda/Contra Costa County Transit District, the San Francisco Bay Area Rapid Transit District, the East Bay Regional Park District, the East Bay Municipal Utility District, Contra Costa County Department of Education, the West Contra Costa Unified School District, and the Contra Costa County Community College District. The term shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188. Notwithstanding anything to the contrary herein, ERAF is only considered a Taxing Entity for purposes of distributing funds and for no other purpose, and no additional approval or signature will be required on behalf of ERAF.

(y) "Temporary Rental Income" means any lease rental income, use fee income or other income, if any, that may be received by the City with respect to the Property minus the documented costs to the City of improvement, operation and maintenance of the Property for the temporary use prior to the transfer of the Property pursuant to the DDA or PSA.

Section 2. Effectiveness of Agreement.

(a) This Agreement shall become effective as to any one of the Taxing Entities only upon satisfaction of the following conditions:

- (1) Approval of this Agreement by the City Council of the City; and
- (2) The signing of this Agreement by the Taxing Entity.

In the event that not all of the Taxing Entities execute this Agreement, this Agreement shall be effective with respect to those Taxing Entities that do sign this Agreement upon the execution of this Agreement by the City.

(b) Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the applicable Party or Parties that the Agreement is effective and

specifying the date the Agreement became effective (the "Effective Date").

Section 3. ERAF. ERAF may be entitled to a distribution pursuant to Section 6 of a portion of the Disposition Proceeds from the disposition of each Property. Pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

Section 4. Conveyance of Property to City.

The Successor Agency conveyed the Property to the City pursuant to grant deeds dated March 28, 2017 and recorded in the Official Records of the County of Contra Costa as Instrument Nos. 2017-0090144 and 2017-0090151 on May 24, 2017.

Section 5. Disposition of Property by City.

(a) Within a time frame determined by the City to yield a financially feasible and marketable development and in accordance with the procedures and requirements set forth herein, the City shall use diligent good faith efforts to select a Developer for all or part of the Property, negotiate and obtain approval and execution of a DDA or PSA for all or part of the Property, and dispose of all or part of the Properties to a Developer in accordance with the terms and provisions of a DDA or PSA in order to obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of the Property in accordance with the Redevelopment Plan and LRPMP. As required by Government Code Section 52201, the purchase price payable to the City for all or part of the Property under the applicable DDA or PSA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

(b) Upon the execution of a DDA or PSA for all or part of the Property, the City shall transmit a copy of the executed DDA or PSA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. At the Close of Escrow for the Property, the City shall remit any Temporary Rental Income received by the City (if any) and the Escrow Agent shall transmit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit C shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on January 1, 2017, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of the distribution pursuant to subsection (a), the City shall provide to the Escrow Agent, the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to such distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds. Neither the Escrow Agent nor the Auditor Controller shall have any liability for any distributions may pursuant to this Agreement.

Section 7. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the Auditor-Controller of all amounts payable to the Taxing Entities under this Agreement, if any.

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directives regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). Subject to the satisfaction of such condition, an Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain all proceeds from the sale of the Property.

Section 8. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by: (1) United States certified mail, return receipt requested, postage prepaid; or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit B. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 9(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.

(d) State Law; Venue. This Agreement, and the rights and obligations of the

Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and only if approved and signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Property Legal Description

Exhibit B: List of Addresses for Notice Purposes

Exhibit C: Illustrative Taxing Entities Applicable Shares of Property Taxes

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or the City Manager's designee may act on

and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in the City Manager's discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the Successor Agency is required under this Agreement, the Successor Agency Executive Director or the Successor Agency Executive Director's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Successor Agency Executive Director determines in the Successor Agency Executive Director's discretion that such action or approval requires referral to the Successor Agency Board for consideration.

[SIGNATURE PAGES FOLLOW]

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

CITY OF EL CERRITO, a subdivision of the State
of California

By: _____
Scott Hanin, City Manager

Dated: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

CONTRA COSTA COMMUNITY
COLLEGE DISTRICT

By: _____

Name: Jonah Nicholas

Its: Associate Vice Chancellor/CFO

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT

By: _____

Name: Christopher Mount-Benites

Its: Associate Superintendent of Business
Services

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

CONTRA COSTA COUNTY OFFICE OF
EDUCATION

By: _____

Name: Karen Sakata

Its: Superintendent of Schools

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

STEGE SANITARY
DISTRICT

By: _____

Name: Rex Delizo

Its: District Manager

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

BAY AREA AIR QUALITY MANAGEMENT
DISTRICT

By: _____

Name: Jack Broadbent

Its: Executive Officer

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

CONTRA COSTA COUNTY MOSQUITO AND
VECTOR CONTROL DISTRICT

By: _____

Name: Paula Macedo

Its: General Manager

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT

By: _____

Name: Michael A. Hursh

Its: General Manager

Dated: _____

APPROVED AS TO FORM:

Denise Standridge, General Counsel

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT

By: _____

Name: Grace Crunican

Its: General Manager

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

WEST CONTRA COSTA COUNTY
HEALTHCARE DISTRICT

By: _____

Name: _____

Its: _____

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

EAST BAY REGIONAL PARK DISTRICT

By: _____

Name: David Sumner

Its: Audit Manager

Dated: _____

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

EAST BAY MUNICIPAL UTILITY
DISTRICT

By: _____

Name: Alexander Coate

Its: General Manager

Dated: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTIONS

MAYFAIR

PROPERTY DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

Parcel One:

Lots 1 through 12, inclusive and Lots 21 through 32, inclusive, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

EXCEPTING THEREFROM:

That portion as condemned to the People of the State of California, acting by and through the Department of Transportation, recorded November 6, 1995, as Instrument No. 95-193521, Official Records.

APN: 502-062-029

Parcel Two:

Lots 13, 14, 15, 16, 17 and 18, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

EXCEPTING THEREFROM:

That portion deeded to the State of California recorded August 31, 2005, Instrument No. 94-46446.

APN: 502-062-028

Parcel Three:

Lots 19 and 20, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

APN 502-062-003

EASTSHORE

PROPERTY DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

PARCEL ONE:

Lot 16 in Block 18, Map of Alta Punta Tract, on April 22, 1905 in Book D of Maps, at Page 90, Contra Costa County Records.

APN: 513-372-015

PARCEL TWO:

Portion of Lots 17, 18 and 19 in Block 18 on April 22, 1905 in Book D of Maps, at Page 90, Contra Costa County Records, described as follows:

Beginning on the North line of Potrero Avenue, distant thereon North 87° 06' West, 214.49 feet from the most Easterly corner of Lot 18 in Block 18, as designated on said Map; thence from said point of beginning North 87° 06' West along said North line, 50 feet to the East line of the Parcel of land described in the Deed from Joseph Lavigne, et ux, to Giulie Giudici, dated December 19, 1905 and recorded December 28, 1905, in Book 114 of Deeds, at Page 244; thence North along said East line, 102.50 feet to the West line of Lot 16 in said Block 18; thence South 28° 59' East along said line 49.30 feet to the most Southerly corner of said Lot 16; thence North 61° 01' East along the South line of said Lot, 29.75 feet; thence South, 76.35 feet to the point of beginning.

APN: 513-372-018

City of El Cerrito

PARCEL THREE:

Lot 9, in Block 18, as shown on the Amended Map of Alto Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records.

PARCEL FOUR:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning on the East line of said Lot 23, distant thereon North 216.98 feet from the Southeast corner thereof, said point of beginning being at the Northeast corner of the Parcel of land described in the Deed from E. T. Grove, et ux, to Sam Sweetanos, et ux, dated September 8, 1937, recorded September 14, 1937, in Book 439 of Official Records, Page 493; thence from said point of beginning North along the East line of said Lot 23, 114.35 feet to the most Southerly corner of Lot 9 in said Block 18; thence South 60° 59' West along the extension

Southwesterly of the Southeast line of said Lot 9, 30.13 feet to the West line of the Parcel of land described in the Deed from Earl Lee Kelly as Director of Public Works of the State of California, to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 0° 12' East along said line to a point which bears North 87° 06' West, 26.11 feet from the point of beginning; thence South 87° 06' East, 26.11 feet to the point of beginning.

PARCEL FIVE:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning at the most Southerly corner of said Lot 9; thence from said point of beginning North along the West line of said Lot 56.38 feet; thence North 29° 01' West continuing along said West line and the West line of Lot 8, 20.09 feet to the North line of the Parcel of land described in the Deed from State of California to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 89° 50' West along said line 16.83 feet to the West line thereof; thence South 0° 10' East along said line 88.50 feet to the extension Southwesterly of the South line of said Lot 9; thence North 60° 59' East along said South line and the extension thereof 30.13 feet to the point of beginning.

PARCEL SIX:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the most Easterly corner of that certain Tract of land described as Parcel Two in the Deed to the State of California, by West Richmond Nursery Company, dated November 4, 1940, recorded December 30, 1940, in Book 578 of Official Records, Page 160; thence along the Northeasterly line of said Parcel Two, North 29° 09' 25" West, 31.9 feet to a line parallel with and distant 87.50 feet, Easterly, at right angles, from the center line of the Department of Public Works survey for the State Highway through the City of El Cerrito, Road IV-CC-69-ECR., thence along said parallel line South 0° 20' 25" East, 27.96 feet to a point on the Southerly line of said Parcel Two, said point being 87.50 feet Easterly at right angles, from Engineer's Station 344 + 28.79 on the center line of said survey; thence along the Southerly line of said Parcel Two, North 89° 39' 35" East, 15.4 feet to the point of commencement.

PARCEL SEVEN:

Portion of Lots 7 and 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the intersection of the general Easterly line of that certain Parcel of land described in the relinquishment to the City of El Cerrito, recorded January 31, 1957, in Book 2924, Page 126, Official Records of Contra Costa County with the Northerly line of that Parcel of land described in Director's Deed No. 169-DD, recorded November 30, 1960, in Book 3749, Page 66, Official Records of said County; thence along said Easterly line North 0° 47' 01" East, 254.49 feet to the general Southerly line of that Parcel of land described in Director's Deed No. 170-DD-1, recorded May 4, 1961, in Book 3860, Page 399, Official Records of said County;

thence along said Southerly line South $89^{\circ} 23' 02''$ East, 18.08 feet and North $61^{\circ} 59' 39''$ East, 24.16 feet to the Easterly line of said Parcel No. 348 (448 OR 345); thence along last said line and along the Easterly line of said Parcels (578 OR 160 Parcel 2) and (487 OR 150) South $0^{\circ} 36' 58''$ West, 268.43 feet to said Northerly line of said Parcel (3749 OR 66); thence along last said line North $86^{\circ} 00' 02''$ West, 40.10 feet to the point of commencement.

APN: 513-372-032

EXHIBIT B

LIST OF ADDRESSES FOR NOTICE PURPOSES

Successor Agency to the El Cerrito Redevelopment Agency 10890 San Pablo Avenue El Cerrito, CA 94530 Attn: Executive Director	City of El Cerrito 10890 San Pablo Avenue El Cerrito, CA 94530 Attn: City Manager
East Bay Municipal Utilities District 375 11th Street, Mail Slot #804 Oakland, CA 94607 Attn: Alexander Coate, General Manager	West Contra Costa Unified School District 1400 Marina Way South Richmond, CA 94804 Attn: Christopher Mount-Benites Associate Superintendent of Business Services
Contra Costa County Community College District 500 Court Street Martinez, CA 94553 Attn: Jonah Nicholas, Associate Vice Chancellor/CFO	Contra Costa County Office of Education 77 Santa Barbara Road Pleasant Hill, CA 94523 Attn: Karen Sakata, Superintendent of Schools
East Bay Regional Park District 2950 Peralta Oaks Court Oakland, CA 94605 Attn: David Sumner, Audit Manager	Bay Area Air Quality Management District 939 Ellis Street San Francisco, CA 94109 Attn: Jack Broadbent, Executive Officer
Stege Sanitary District 7500 Schmidt Lane El Cerrito, CA 94530 Attn: Rex Delizo, P.E. District Manager	Alameda-Contra Costa Transit District 1600 Franklin Street Oakland, CA 94612-2808 Attn: Michael A. Hursh, General Manager
Contra Costa County Mosquito and Vector Control District 155 Mason Circle Concord, CA 94520 Attn: Paula Macedo, General Manager	West Contra Costa Healthcare District
San Francisco Bay Area Rapid Transit 300 Lakeside Drive, 23rd Floor Oakland, CA 94612 Attn: Grace Crunican, General Manager	

EXHIBIT C

ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

The attached is for illustrative purposes only, the Applicable Shares of the Taxing Entities will be determined by the County Auditor-Controller. Below are the Applicable Shares of the Taxing Entities that would have applied to a distribution under Section 6 of the Compensation Agreement, had such distribution been made on January 1, 2017.

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
City of El Cerrito	22.23%
Contra Costa County	12.63%
Contra Costa County Library	1.30%
Contra Costa County Water Agency	.03%
Contra Costa County Community College District	4.00%
West Contra Costa Unified School District	28.63%
Contra Costa County Superintendent of Schools	1.15%
Contra Costa County Flood Control and Water Conservation District	0.15%
Bay Area Air Quality Management District	0.16%
Contra Costa County Mosquito and Vector Control District	0.14%
Stege Sanitary District	0.87%
Alameda/Contra Costa County Transit District	4.88%
San Francisco Bay Area Rapid Transit	0.55%
East Bay Regional Park District	2.61%
East Bay Municipal Utility District	2.11%
West Contra Costa Healthcare District	1.33%
Contra Costa County ERAF	17.25%
TOTAL	100.00%

COMPENSATION AGREEMENT
(County Future Development Properties)

This Compensation Agreement, dated June ___, 2018 is entered into by and among the City of El Cerrito ("City"), the County of Contra Costa ("County"), the Contra Costa County Library ("County Library"), the Contra Costa County Flood Control and Water Conservation District ("County Flood Control"), the Contra Costa County Water Agency ("County Water Agency", and collectively with the County, the County Library and the County Flood Control, the "County Entities"), on the basis of the following facts, understandings, and intentions of the Parties.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Dissolution Statutes and the decision in *California Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011) (the "RDA Dissolution Case"), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency to the El Cerrito Redevelopment Agency ("Successor Agency") became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former Agency.

C. Accordingly, ownership of the properties, acquired by the Former Agency to implement the Redevelopment Plan, transferred to the Successor Agency for disposition in accordance with the Dissolution Statutes.

D. The Successor Agency received a "Finding of Completion" under Health and Safety Code Section 34179.7, from the DOF on December 22, 2015, confirming that the Successor Agency had made specified required payments under the Dissolution Statutes, thereby entitling the Successor Agency to prepare and submit a long range property management plan to the Oversight Board and the DOF for approval.

E. The Successor Agency prepared and obtained Oversight Board approval of the Successor Agency's LRPMP on November 10, 2015, calling for the Former Agency's properties to be liquidated, transferred to the City for governmental use, or retained by the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan pursuant to a compensation agreement to be entered into among the City and the Taxing Entities pursuant to Health and Safety Code Section 34180(f).

F. The DOF approved the LRPMP by determination letter issued on December 29, 2015.

G. Under the Successor Agency's approved LRPMP, and as allowed under Health and Safety Code Section 34191.5(c)(2), the Successor Agency transferred the Properties to the City, and the City will retain the Properties for future development for projects consistent with the approved Redevelopment Plan.

H. Under the approved LRPMP and pursuant to Health and Safety Code Section 34180(f), the City is required to enter into a compensation agreement with the Taxing Entities for the properties transferred to the City for future development. The City has entered into a compensation agreement with the Taxing Entities other than the County Entities.

I. The Parties are entering into this Agreement to comply with the terms of the LRPMP, as approved by the DOF and the Dissolution Statutes.

NOW, THEREFORE, for and consideration of the foregoing recitals which are hereby incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement, as this Agreement may be amended from time to time by the Parties.

(b) "Applicable Shares" has the meaning given in Section 6(a).

(c) "Auditor-Controller" means the Contra Costa County Auditor-Controller.

(d) "City" has the meaning set forth in the first paragraph of this Agreement.

(e) "Close of Escrow" means the date a Property is transferred by a deed recorded in the official records of the County.

(f) "County" has the meaning set forth in the first paragraph of this Agreement.

(g) "County Entities" has the meaning set forth in the first paragraph of this Agreement.

(h) "DDA" means, a disposition and development agreement (or other form of conveyance document) between the City and a Developer for the development of one or more of the Properties for a project consistent with the Redevelopment Plan.

(i) "Developer" means, the developer to which the City disposes a Property pursuant to a DDA.

(j) "Disposition Proceeds" means, with respect to any Property, any Temporary Rental Income PLUS the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to a DDA or PSA made pursuant to Section 5(a) LESS any outstanding balance of loans secured by the Property as of the Close of Escrow (not including any outstanding tax

increment bonds of the Former Agency or the Successor Agency), and LESS any customary costs related to the sale of the Property..

(k) "Disposition Proceeds Statement" has the meaning set forth in Section 6(b), below.

(l) "Dissolution Statutes" means collectively ABx1 26 enacted in June 2011 (as modified by the RDA Dissolution Case), AB 1484 enacted in June 2012, and SB 107, enacted September 2015, and any future amendments that may apply.

(m) "DOF" means the California Department of Finance.

(n) "Effective Date" means the date set forth in the first paragraph of this Agreement.

(o) "ERAF" means the Contra Costa County Educational Revenue Augmentation Fund.

(p) "Escrow Agent" means Old Republic Title Company, 555 12th Street Suite 2000, Oakland, CA 92108, or such other title company selected by the City.

(q) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(r) "Former Agency" means the dissolved El Cerrito Redevelopment Agency.

(s) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as it exists from time to time. As of the Effective Date of this Agreement, the current LRPMP was approved by the Oversight Board on November 10, 2015 and subsequently by the DOF in the determination letter dated December 29, 2015.

(t) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Dissolution Statutes.

(u) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(v) "Properties" means any of the following parcels of real property located in the City of El Cerrito, County of Contra Costa, California, all as further described in the attached Exhibit A, incorporated herein by this reference:

(1) The property located at 1925 Kearney Street, 11690 and 11600 San Pablo Avenue, identified as Assessor's Parcel Nos. 502-062-003; 502-062-028; 502-062-029;

(2) The property located at 11335-41 San Pablo Avenue, identified as Assessor's Parcel No. 513-372-015;

(3) The property located at 6111 Potrero, identified as Assessor's Parcel No. 513-372-018; and

(4) The property located at 1718 Eastshore Boulevard, identified as Assessor's Parcel No. 513-373-032.

(w) "PSA" means a Purchase and Sale Agreement between the City and a purchaser for the sale of one or more of the Properties.

(x) "Redevelopment Plan" means the Redevelopment Plan for the El Cerrito Redevelopment Project Area, adopted by Ordinance No.77-17 dated November 28, 1977, as amended from time to time.

(y) "Successor Agency" means the Successor Agency of the dissolved El Cerrito Redevelopment Agency, created pursuant to the Dissolution Statutes.

(z) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Dissolution Statutes: the City of El Cerrito, the County of Contra Costa, the Contra Costa County Library, the Contra Costa County Flood Control and Water Conservation District, the Contra Costa County Water Agency, the Contra Costa County Mosquito and Vector Control District, Stege Sanitary District, West Contra Costa Healthcare District, the Bay Area Air Quality Management District, the Alameda/Contra Costa County Transit District, the San Francisco Bay Area Rapid Transit District, the East Bay Regional Park District, the East Bay Municipal Utility District, Contra Costa County Department of Education, the West Contra Costa Unified School District, and the Contra Costa County Community College District. The term shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188. Notwithstanding anything to the contrary herein, ERAF is only considered a Taxing Entity for purposes of distributing funds and for no other purpose, and no additional approval or signature will be required on behalf of ERAF.

(aa) "Temporary Rental Income" means any lease rental income, use fee income or other income, if any, that may be received by the City with respect to a Property minus the documented costs to the City of improvement, operation and maintenance of the Property for the temporary use prior to the transfer of the Property pursuant to a DDA or PSA.

Section 2. Effectiveness of Agreement.

This Agreement is effective as of the Effective Date.

Section 3. Signatories with Respect To Certain Funds.

(a) County Funds. The County administers the following special districts and funds, and, in addition to entering into this Agreement for itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

(1) County Library

- (2) Contra Costa County Flood Control and Water Conservation District
- (3) Contra Costa County Water Agency

Section 4. Conveyance of Properties to City.

(a) The Successor Agency conveyed each of the Properties to the City pursuant to grant deeds dated March 28, 2017 and recorded in the Official Records of the County of Contra Costa as Instrument Nos. 2017-0090144 and 2017-0090151 on May 24, 2017.

(b) Pursuant to the LRPMP and pursuant to Health & Safety Code Section 34191.5, the Successor Agency has conveyed the governmental use properties to the City for continued governmental uses. No compensation will be paid to the City or to the Taxing Entities in connection with the transfer of the Governmental Use Properties and the Governmental Use Properties are not the subject of this Agreement.

Section 5. Disposition of Property by City.

(a) Within five (5) years after the Effective Date of this Agreement, the City shall dispose of the Properties in accordance with the terms and provisions of a DDA or PSA in order to obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of the Properties in accordance with the Redevelopment Plan and LRPMP. As required by Government Code Section 52201, the purchase price payable to the City for all or part of each Property under the applicable DDA or PSA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use. For purposes of this Agreement, a Property's fair market value shall either be the value as determined by an appraisal obtained by the City or the negotiated purchase price for the Property in an arm's length negotiation with a willing buyer if the Property is offered for sale on the open market. The City shall transmit a copy of the executed DDA or PSA to the County including any DDAs or PSA entered into prior to the date of this Agreement.

(b) If the City has not disposed of all of the Properties within five (5) years after the Effective Date of this Agreement, the City shall offer any Property not subject to a DDA or PSA for sale on the open market using reasonable and diligent efforts to market the Property with the goal of selling the Property expeditiously and for maximum value, provided however, the purchase price for any property sold pursuant to this subsection shall not be less than the amount established by Health and Safety Code §34180(f)(2).

(c) Notwithstanding anything set forth above, no later than sixty-six (66) months after the Effective Date of this Agreement, if any of the Properties have not been sold, the City shall pay to the County an amount equal to the amount determined pursuant to Health and Safety Code Section 34180(f)(2) for each unsold Property multiplied by the Applicable Shares for the County Entities. Upon payment of such amounts, the County shall immediately record a fully executed Release of Notice of Compensation Agreement Related to Real Property in the form attached hereto as Exhibit E and the County shall have no further rights to any

Disposition Proceeds related to the Properties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. At the Close of Escrow for each Property, the City shall remit any Temporary Rental Income received by the City (if any) and the Escrow Agent shall transmit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit C shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on January 1, 2017, as provided by the Auditor-Controller. In the event that the City is paying the amounts set forth in Section 5(c) above to the County Entities, the City shall make the required payment directly to the County and the County shall be responsible for distributing the payment appropriately to the County Entities in accordance with each County Entity's Applicable Share.

(b) Accounting Requirements. At the time of any distribution pursuant to subsection (a), the City shall provide to the Escrow Agent, the Taxing Entities and the Auditor-Controller a statement prepared in accordance with generally accepted accounting principles and governmental accounting standards, which provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to such distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to the City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds. Neither the Escrow Agent nor the Auditor-Controller shall have any liability for any distributions made pursuant to this Agreement.

Section 7. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the disposition of all of the Properties and distribution by the Auditor-Controller of all amounts payable to the County Entities under this Agreement, if any or payment to the County of the amounts set forth in Section 5(c).

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directives regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). Subject to the satisfaction of such condition, an Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 8(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain all proceeds from the sale of the Property.

Section 8. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by: (1) United States certified mail, return receipt requested, postage prepaid; or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit B. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 8(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay the prevailing party's reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and only if approved and signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Properties Legal Descriptions

Exhibit B: List of Addresses for Notice Purposes

Exhibit C: Illustrative Taxing Entities Applicable Shares of Property Taxes

Exhibit D: Notice of Compensation Agreement

Exhibit E: Release of Notice of Compensation Agreement

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in the City Manager's discretion that such action or approval requires referral to the City Council for consideration.

Section 9. Recordation. A notice of this Agreement substantially in the form attached as Exhibit D shall be recorded with the Contra Costa County Clerk-Recorder against all properties identified in Exhibit A. Upon remittance of the Disposition Proceeds or the amounts set forth in Section 5(c) for a particular Property to the County Auditor-Controller, the County shall sign a Release of the Notice of the Compensation Agreement substantially in the form attached as Exhibit E releasing the Notice of the Compensation Agreement from the Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

CITY OF EL CERRITO, a subdivision of the State
of California

By: _____
Scott Hanin, City Manager

Dated: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California on behalf of
the County of Contra Costa, the Contra Costa
County Flood Control and Water Conservation
District, the Contra Costa County Water Agency and
the Contra Costa County Library

COUNTY:

COUNTY OF SAN BERNARDINO, a political subdivision
of the State of California

By: _____

APPROVED AS TO LEGAL FORM:

By: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTIONS

MAYFAIR

PROPERTY DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

Parcel One:

Lots 1 through 12, inclusive and Lots 21 through 32, inclusive, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

EXCEPTING THEREFROM:

That portion as condemned to the People of the State of California, acting by and through the Department of Transportation, recorded November 6, 1995, as Instrument No. 95-193521, Official Records.

APN: 502-062-029

Parcel Two:

Lots 13, 14, 15, 16, 17 and 18, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

EXCEPTING THEREFROM:

That portion deeded to the State of California recorded August 31, 2005, Instrument No. 94-46446.

APN: 502-062-028

Parcel Three:

Lots 19 and 20, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

APN 502-062-003

EASTSHORE

PROPERTY DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

PARCEL ONE:

Lot 16 in Block 18, Map of Alta Punta Tract, on April 22, 1905 in Book D of Maps, at Page 90, Contra Costa County Records.

APN: 513-372-015

PARCEL TWO:

Portion of Lots 17, 18 and 19 in Block 18 on April 22, 1905 in Book D of Maps, at Page 90, Contra Costa County Records, described as follows:

Beginning on the North line of Potrero Avenue, distant thereon North 87° 06' West, 214.49 feet from the most Easterly corner of Lot 18 in Block 18, as designated on said Map; thence from said point of beginning North 87° 06' West along said North line, 50 feet to the East line of the Parcel of land described in the Deed from Joseph Lavigne, et ux, to Giulie Giudici, dated December 19, 1905 and recorded December 28, 1905, in Book 114 of Deeds, at Page 244; thence North along said East line, 102.50 feet to the West line of Lot 16 in said Block 18; thence South 28° 59' East along said line 49.30 feet to the most Southerly corner of said Lot 16; thence North 61° 01' East along the South line of said Lot, 29.75 feet; thence South, 76.35 feet to the point of beginning.

APN: 513-372-018

City of El Cerrito

PARCEL THREE:

Lot 9, in Block 18, as shown on the Amended Map of Alto Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records.

PARCEL FOUR:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning on the East line of said Lot 23, distant thereon North 216.98 feet from the Southeast corner thereof, said point of beginning being at the Northeast corner of the Parcel of land described in the Deed from E. T. Grove, et ux, to Sam Sweetanos, et ux, dated September 8, 1937, recorded September 14, 1937, in Book 439 of Official Records, Page 493; thence from said point of beginning North along the East line of said Lot 23, 114.35 feet to the most Southerly corner of Lot 9 in said Block 18; thence South 60° 59' West along the extension

Southwesterly of the Southeast line of said Lot 9, 30.13 feet to the West line of the Parcel of land described in the Deed from Earl Lee Kelly as Director of Public Works of the State of California, to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 0° 12' East along said line to a point which bears North 87° 06' West, 26.11 feet from the point of beginning; thence South 87° 06' East, 26.11 feet to the point of beginning.

PARCEL FIVE:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning at the most Southerly corner of said Lot 9; thence from said point of beginning North along the West line of said Lot 56.38 feet; thence North 29° 01' West continuing along said West line and the West line of Lot 8, 20.09 feet to the North line of the Parcel of land described in the Deed from State of California to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 89° 50' West along said line 16.83 feet to the West line thereof; thence South 0° 10' East along said line 88.50 feet to the extension Southwesterly of the South line of said Lot 9; thence North 60° 59' East along said South line and the extension thereof 30.13 feet to the point of beginning.

PARCEL SIX:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the most Easterly corner of that certain Tract of land described as Parcel Two in the Deed to the State of California, by West Richmond Nursery Company, dated November 4, 1940, recorded December 30, 1940, in Book 578 of Official Records, Page 160; thence along the Northeasterly line of said Parcel Two, North 29° 09' 25" West, 31.9 feet to a line parallel with and distant 87.50 feet, Easterly, at right angles, from the center line of the Department of Public Works survey for the State Highway through the City of El Cerrito, Road IV-CC-69-ECR., thence along said parallel line South 0° 20' 25" East, 27.96 feet to a point on the Southerly line of said Parcel Two, said point being 87.50 feet Easterly at right angles, from Engineer's Station 344 + 28.79 on the center line of said survey; thence along the Southerly line of said Parcel Two, North 89° 39' 35" East, 15.4 feet to the point of commencement.

PARCEL SEVEN:

Portion of Lots 7 and 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the intersection of the general Easterly line of that certain Parcel of land described in the relinquishment to the City of El Cerrito, recorded January 31, 1957, in Book 2924, Page 126, Official Records of Contra Costa County with the Northerly line of that Parcel of land described in Director's Deed No. 169-DD, recorded November 30, 1960, in Book 3749, Page 66, Official Records of said County; thence along said Easterly line North 0° 47' 01" East, 254.49 feet to the general Southerly line of that Parcel of land described in Director's Deed No. 170-DD-1, recorded May 4, 1961, in Book 3860, Page 399, Official Records of said County;

thence along said Southerly line South 89° 23' 02" East, 18.08 feet and North 61° 59' 39" East, 24.16 feet to the Easterly line of said Parcel No. 348 (448 OR 345); thence along last said line and along the Easterly line of said Parcels (578 OR 160 Parcel 2) and (487 OR 150) South 0° 36' 58" West, 268.43 feet to said Northerly line of said Parcel (3749 OR 66); thence along last said line North 86° 00' 02" West, 40.10 feet to the point of commencement.

APN: 513-372-032

EXHIBIT B

LIST OF ADDRESSES FOR NOTICE PURPOSES

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

County of Contra Costa
651 Pine Street, 10th Floor
Martinez, CA 94553
Attn: County Administrator

EXHIBIT CILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

The attached is for illustrative purposes only, the Applicable Shares of the Taxing Entities will be determined by the County Auditor-Controller. Below are the Applicable Shares of the Taxing Entities that would have applied to a distribution under Section 6 of the Compensation Agreement, had such distribution been made on January 1, 2017.

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
City of El Cerrito	22.23%
Contra Costa County	12.63%
Contra Costa County Library	1.30%
Contra Costa County Water Agency	.03%
Contra Costa County Community College District	4.00%
West Contra Costa Unified School District	28.63%
Contra Costa County Superintendent of Schools	1.15%
Contra Costa County Flood Control and Water Conservation District	0.15%
Bay Area Air Quality Management District	0.16%
Contra Costa County Mosquito and Vector Control District	0.14%
Stege Sanitary District	0.87%
Alameda/Contra Costa County Transit District	4.88%
San Francisco Bay Area Rapid Transit	0.55%
East Bay Regional Park District	2.61%
East Bay Municipal Utility District	2.11%
West Contra Costa Healthcare District	1.33%
Contra Costa County ERAF	17.25%
TOTAL	100.00%

EXHIBIT D
NOTICE OF COMPENSTION AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTIONS 6103 AND 27383

APN NO.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NOTICE OF COMPENSATION AGREEMENT
RELATED TO REAL PROPERTY**

NOTICE IS HEREBY GIVEN, that the City of El Cerrito (the "City"), the County of Contra Costa (the "County"), the Contra Costa County Library, the Contra Costa County Flood Control and Water Conservation District, the Contra Costa County Water Agency, the "County Entities") entered into that certain Compensation Agreement, dated [INSERT DATE] (the "Compensation Agreement"), with reference to that certain real property located in the City of El Cerrito, County of Contra Costa, and further described in Exhibit A incorporated herein by reference (the "Property").

The Successor Agency to the El Cerrito Redevelopment Agency ("Successor Agency") is the successor in interest to the dissolved El Cerrito Redevelopment Agency (the "Former RDA"). Upon the Former RDA's dissolution title to the Property transferred to the Successor Agency. As authorized under the "Redevelopment Dissolution Statutes (Part 1.8 and 1.85 of Division 24 of the Health and Safety Code), the Successor Agency has prepared, and the California Department of Finance has approved, a Long Range Property Management Plan ("LRPMP").

Under the approved LRPMP, the Successor Agency is authorized to transfer the Property to the City, subject to the terms of the Compensation Agreement. As designated in the LRPMP, the City will retain the Property for future development for a project consistent with the redevelopment plan as allowed under Health and Safety Code Section 34191.5(c)(2).

Among other requirements, the LRPMP requires the City to execute the Compensation Agreement providing for a payment of Disposition Proceeds (as defined in the Compensation Agreement) upon the City's subsequent disposition of the Property, under specified conditions.

The Compensation Agreement includes certain obligations related to the Property, including without limitation and as further described in the Compensation Agreement:

1. A requirement that the City provide the Taxing Entities and the County Auditor-Controller a Disposition Proceeds Statement including the information required under Section 6 of the Compensation Agreement.

2. A requirement for the City remit the Disposition Proceeds to the County Auditor-Controller for distribution to the Taxing Entities in proportion to their Applicable Shares of the base property tax as determined by the County using data from the County's Auditor-Controller and require the County Auditor-Controller to distribute the funds pursuant to Health and Safety Code Section 34188 and the Compensation Agreement.

A complete copy of the Compensation Agreement is maintained in the Office of the City Clerk, and is available to review at 10890 San Pablo Avenue, El Cerrito, CA.

In the event of any conflict between this Notice of Compensation Agreement Related to Property (the "Notice") and the Compensation Agreement, the terms of the Compensation Agreement shall prevail.

This Notice may only be amended or terminated with the written agreement of the City and the County.

Upon the earlier of satisfaction of the requirements of the Compensation Agreement as outlined in Section 6 of the Compensation Agreement, or earlier termination of the Compensation Agreement pursuant to Section 7 of the Compensation Agreement, the County shall release this Notice (the "Release"), by the execution and recordation of a release in substantially the form attached hereto as Exhibit B, incorporated herein by reference.

This Notice is being recorded and filed by the City as the owner of the Property, and shall be indexed against the City's interest in the Property and the County.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the City and the County have entered into this Notice as of the first date written above.

CITY OF EL CERRITO, a subdivision of the State
of California

By: _____

Scott Hanin, City Manager

Dated: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of
the State of California
COUNTY OF SAN BERNARDINO, a political subdivision
of the State of California

By: _____

APPROVED AS TO LEGAL FORM:

By: _____

Date: _____

[ALL SIGNATURES MUST BE NOTARIZED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT B

FORM OF RELEASE AGREEMENT

DRAFT

EXHIBIT E

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**RELEASE OF NOTICE OF COMPENSATION AGREEMENT
RELATED TO REAL PROPERTY**

This Release of Notice of Compensation Agreement Related to Real Property is made as of [INSERT DATE] (the "Notice"), by the City of El Cerrito ("City") and the County of Contra Costa with respect to that certain real property located in the City of El Cerrito, County of Contra Costa further described in Exhibit A incorporated herein by reference.

RECITALS

A. The City of El Cerrito (the "City"), the County of Contra Costa (the "County"), the Contra Costa County Library, the Contra Costa County Flood Control and Water Conservation District, and the Contra Costa County Water Agency (collectively the "County Entities") entered into that certain Compensation Agreement dated [INSERT DATE] (the "Compensation Agreement"), with reference to the Real Property.

B. In connection with the Compensation Agreement, the City and the County executed the Notice, which was recorded against the Real Property in the Official Records of the County of Contra Costa as Instrument No. [INSERT RECORDING NUMBER] on [INSERT DATE].

C. The County has determined that the City has fulfilled its obligations under the Compensation Agreement and desires to release the Notice from the Real Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Section 1. The County hereby releases the City (and its successors) and the Real Property from any and all obligations owed to the County Entities under the Notice and the Compensation Agreement.

Section 2. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.

Section 3. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

Section 4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 5. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Release as of the day first above written.

CITY OF EL CERRITO, a subdivision of the State
of California

By: _____

Scott Hanin, City Manager

Dated: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

COUNTY:
COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of
COUNTY OF SAN BERNARDINO, a political subdivision
of the State of California
of the State of California

By: _____

APPROVED AS TO LEGAL FORM:

By: _____

[ALL SIGNATURES MUST BE NOTARIZED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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Notary Public

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COUNTY OF _____)

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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:



MCE

Your local, not-for-profit electricity provider

Photo: 10.5MW MCE Solar One solar farm - the Bay Area's largest public-private solar partnership



OUR MISSION

Address climate change by
reducing greenhouse gas emissions

Stable, Competitive Rates

Local Economic & Workforce Benefits

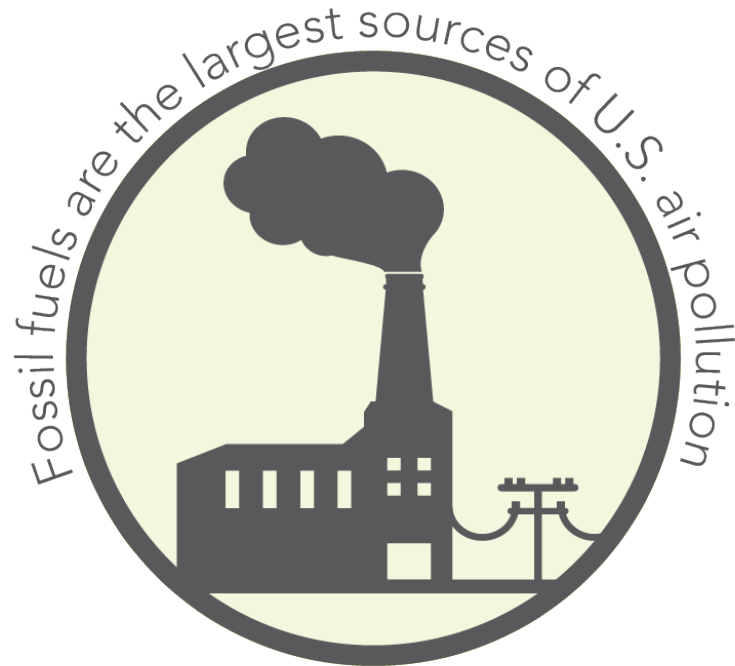
Energy Efficiency

Renewable Energy

Why Renewable?



SOLAR · WIND · GEOTHERMAL
BIOENERGY · HYDROELECTRICITY



COAL · OIL · NATURAL GAS



MCE customers
eliminated
199,295 metric
tons of
greenhouse
gas emissions,
2010-2016

equivalent to taking 42,676 cars
off our roads for an entire year



MCE's EV+EVSE Program

MCE is offering \$1.5 million in rebates to:

1. Install 540 charging ports;
2. Allow EV access to 100 low-income households
3. Provide Technical Assistance



MCE's EV+EVSE Program

MCE is offering \$1.5 million in rebates to:

1. Install 540 charging ports;
2. Allow EV access to 100 low-income households
3. Provide Technical Assistance

Track 1: EV Charge Network

- Leverages PG&E's EV Charge Network to build **10+ ports/site** in MCE service area
- PG&E pays for 100% of infrastructure upgrades and 25-100% of charging equipment
- MCE's rebate for addt'l cost of charging equipment
- MCE ensures EVSEs shift load away from peak hours, increase load when generation is plentiful



MCE's EV+EVSE Program



MCE is offering \$1.5 million in rebates to:

1. Install 540 charging ports;
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- MCE's rebate for addt'l cost of charging equipment
- MCE ensures EVSEs shift load away from peak hours, increase load when generation is plentiful

Track 2: MCEv

- MCE rebate up to full cost of charger installation & equipment
- **2-20 ports/site**, targeting workplaces and multi-unit dwellings
- Income qualifying rebate $\leq$ \$3,500 for new or used EV

Why should El Cerrito expand EV charging?

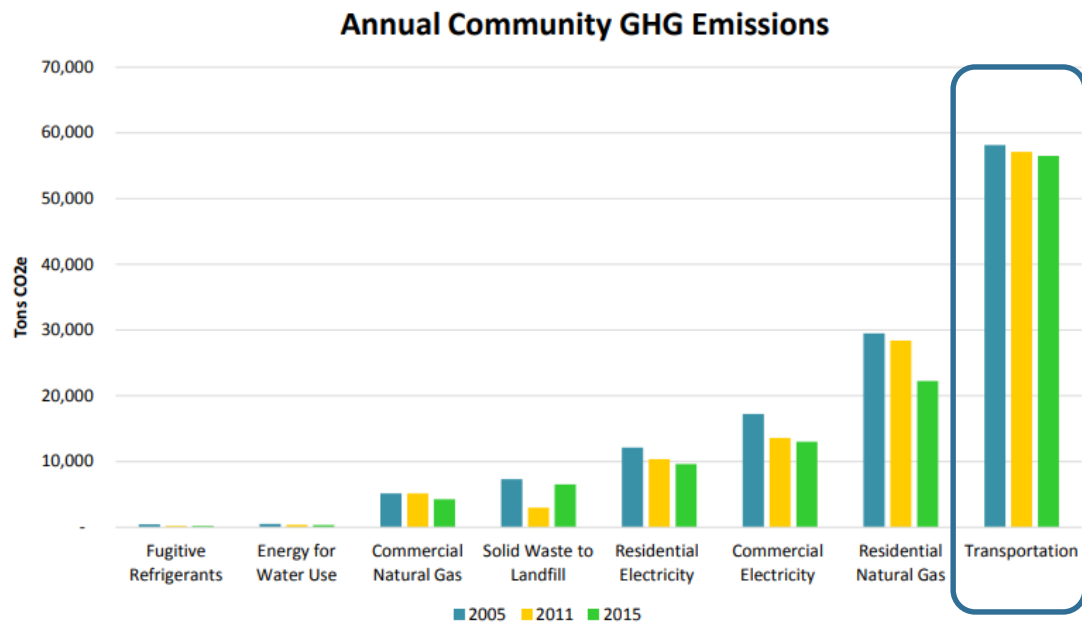
1. City's Climate Action Plan
2. Anticipating infrastructure needs
3. Serving residents and businesses
4. Timely incentives

Climate Action Plan

What if 20% of El Cerrito households switched to an EV on Deep Green?

GHG INVENTORY

EL CERRITO'S GREENHOUSE GAS EMISSIONS 2015



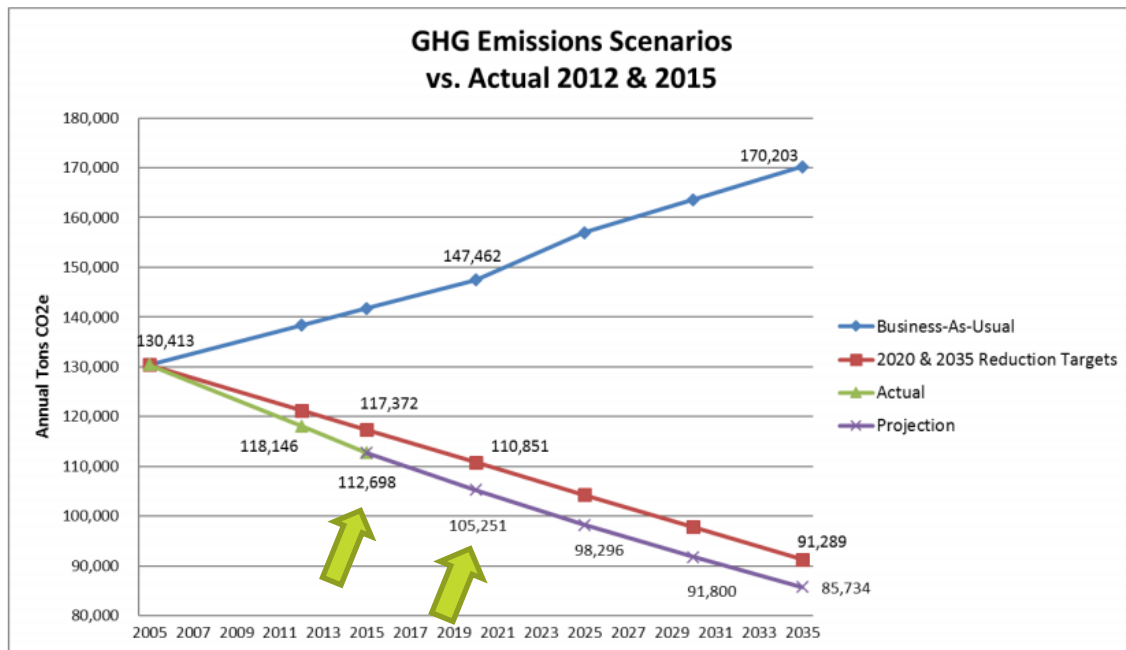
Source: [The El Cerrito Community 2015 Greenhouse Gas Inventory](#)

Climate Action Plan

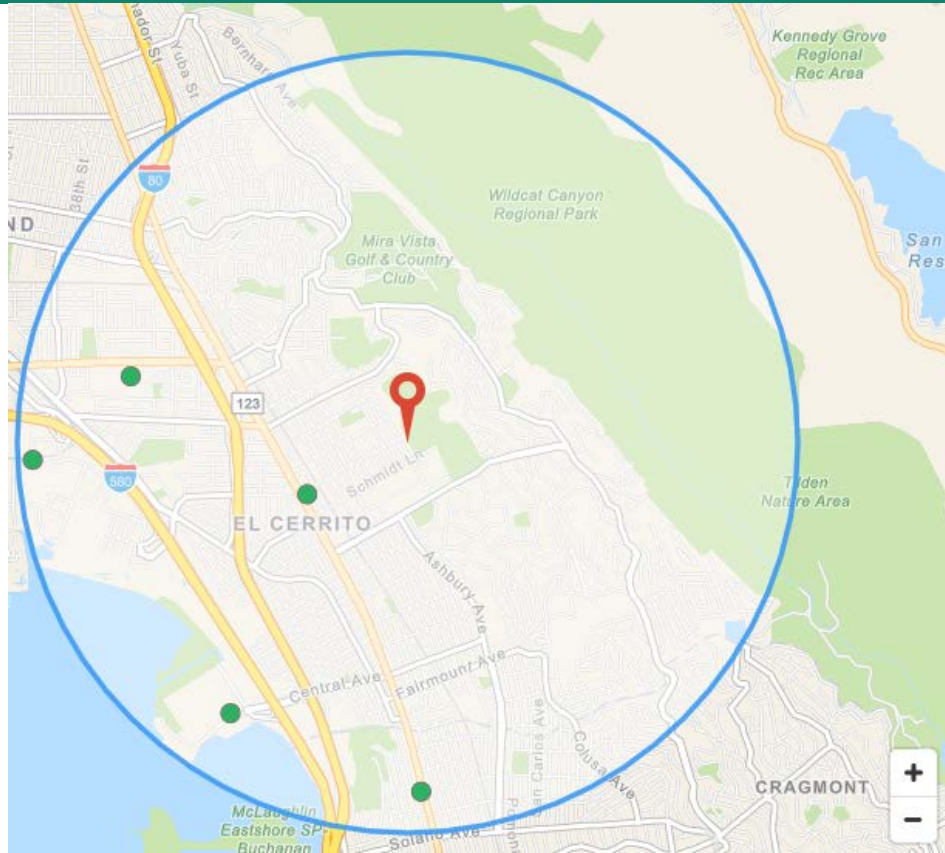
These 2,000 households switching to EVs would reduce total emissions by ~9,400 MT CO₂.

Roughly 8% of 2015 CO₂ emissions.

EL CERRITO'S GREENHOUSE GAS EMISSIONS PROJECTIONS



Today: City of El Cerrito



5
stations

11
charging outlets

Filters chosen:



Within 2 mi of:
94530



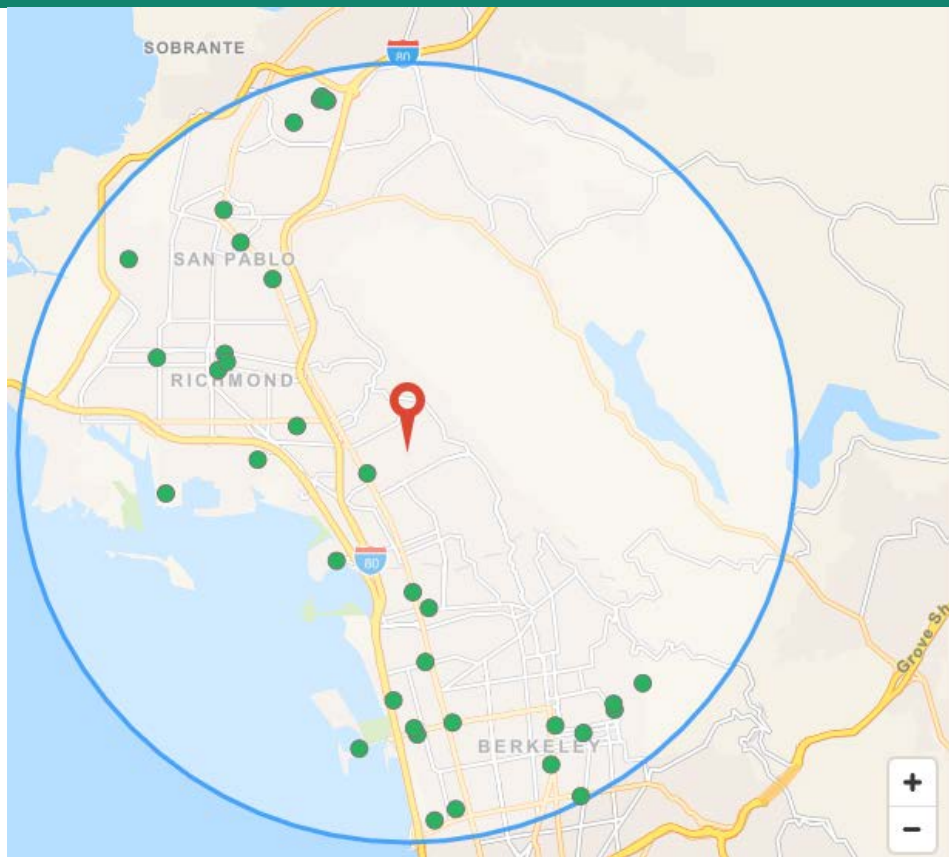
Electric
Types: DC Fast, Level 2



Access: Public & private

Source:
[US Department of Energy, Alternative Fuels Data Center](#)

Today: Neighboring Cities



37

stations

112

charging outlets

Filters chosen:



Within 5 mi of:

94530



Electric

Types: DC Fast, Level 2



Access: Public & private

Source:
[US Department of Energy, Alternative Fuels Data Center](#)

Barriers to Community Adoption

1. Too Expensive – 51%
- 2. Unable to charge away from home – 48%**
- 3. Unable to charge at home – 30%***
4. Technology is not dependable – 28%
5. Not available in vehicle segment – 24%
6. Poor performance – 24%
7. Other – 17%

*Source: [US Census, 2010](#)

Source: The Barriers to Acceptance of Plug-in Electric Vehicles ([NREL 2017](#))



Workplace Charging Spurs EV Adoption



According to an August 2014 Department of Energy survey, employees of companies that offer charging stations are 20 times more likely to drive a plug-in vehicle.

Timely Incentives

EV Charge Network Rebates Per Port*

after PG&E “make ready” investments

Sector	Class	Dis-Advantaged Community (DAC) (PGE / MCE)	Non-DAC (PGE / MCE)
MUD		\$2300 / \$0	\$1,150 / \$460
Workplace		\$1,150 / \$725	\$575 / \$1,134

MCEv Rebate Program*

stackable with other rebates & incentives

EV Charging (MUD** or Workplace)	\$2,500/port
Low-Income EV Ownership (new or used)	\$3,500

*must be a MCE customer and ports must be associated a MCE account number

**multi-unit dwelling

EVs: only as clean as their fuel

	PG&E	MCE Light Green	MCE Deep Green
Renewable (%)	33%	61%	100%
Bioenergy	4	6	0
Geothermal	5	10	0
Small Hydro	3	9	0
Solar	13	9	50
Wind	8	27	50
Large Hydro	18	26	0
Natural Gas	20	5	0
Nuclear	27	0	0
Unspecified/Other	2	7	0



We Can
Change
Our Future



Thank You!

Brett Wiley and Justin Marquez
ev@mceCleanEnergy.org





AGENDA BILL

Agenda Item No. 7A

Date: August 21, 2018
To: El Cerrito City Council
From: Aissia Ashoori, Affordable Housing Analyst
Melanie Mintz, Community Development Director
Subject: Study Session: *El Cerrito 2017 Affordable Housing Strategy*, Pillar B:
Reduce the Risk of Displacement and Help Stabilize At-Risk Populations

ACTION REQUESTED

Receive a presentation regarding tenant protection tools, discuss policy and program options and provide staff direction and input towards development of additional affordable housing policies and programs.

BACKGROUND

In August 2017, the *El Cerrito Affordable Housing Strategy (Strategy)* was adopted by City Council (Resolution 2017-61). The *Strategy* (available at www.el-cerrito.org/affordablehousing) was developed based upon an evaluation of the City's existing affordable housing programs and resources and it aimed to proactively identify programs and policies that could be advanced in the near- and medium-term to meet the City's housing goals, as articulated in the City's *2015 Housing Element* and *San Pablo Avenue Specific Plan*. The goals of the *Strategy* set the framework over the next five years to ensure that the City advances policies and programs to produce, protect and preserve housing at all income levels.

The *Strategy* identified the following four policy pillars to guide the City's affordable housing efforts:

- A. Leverage Private Development to Address Affordable Housing Needs
- B. Reduce the Risk of Displacement and Help Stabilize At-Risk Populations
- C. Encourage Development of Missing Middle Housing Types
- D. Increase Local Funding to Continue Support of Low Income and Special Needs Housing Development

Since adoption of the *Strategy*, the City has adopted an Inclusionary Zoning Ordinance (Resolution 2018-02) which became effective June 14, 2018. The Inclusionary Zoning policy supports *Pillar A* by requiring all new market-rate development¹ to set aside

¹ Projects subject to the Ordinance are those who did not already have complete applications by the Ordinance's effective date.

between 10% - 12% of its units for low to moderate-income households or the option of paying an in-lieu fee to the City's Affordable Housing Trust Fund.²

Since adoption of the *Strategy* also, Metro 510 has opened with 6 low-income and 13 moderate-income Below Market Rate units and *Hana Gardens* is scheduled to open this fall with 63 extremely-low and very-low income Below Market Rate senior residential units.

The *Strategy's* Implementation Plan also identified strategies within *Pillar B, Reduce the Risk of Displacement and Help Stabilize At-Risk Populations* to be advanced in the immediate and near term.

Among Pillar B's "immediate" term strategies (e.g. those to be advanced within the year) included: Strategy 4-2: *Consider enacting an ordinance to regulate the demolition of existing housing units, including requiring tenant relocation assistance* and Strategy 6-1: *Continue to study potential tenant protection options and evaluate the success of existing programs in peer cities.*

Tonight's Study Session aims to advance these strategies. In preparation for this study session, staff conducted various interviews with other cities, affordable housing non-profit and advocacy organizations the California Apartment Association, property owners and tenants. Staff also logs calls received from the public regarding rent increases and will continue to seek to develop local data regarding how the regional housing crisis is impacting El Cerrito residents.

Based is a list of the tenant protection toolbox that will be discussed this evening:

- Rent Stabilization
- Tenant/Landlord Mediation: Binding and Non-Binding Mediation Programs
- Enhanced Lease Terms
- Extended Noticing Requirements
- Just Cause Eviction and Harassment Protections
- Tenant Relocation Assistance triggered by residential demolition projects

FINANCIAL CONSIDERATIONS

There are no immediate financial considerations or costs associated with tonight's study session. Implementation of the any of the strategies would require expenditure and is a topic of the study session. Each program could entail a range of costs and the annual

² In-lieu fees are earmarked for future affordable housing development opportunities.

Agenda Item No. 7A

operating budget and staff time for selected programs would be presented as they move forward.

NEXT STEPS

Provide staff direction with next steps, timelines and identify potential program(s) for implementation.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Tenant Protection Tools Study Session (Powerpoint Presentation)

THE CITY OF EL CERRITO TENANT PROTECTION TOOLS STUDY SESSION

AUGUST 21, 2018



OVERVIEW OF TONIGHT'S AGENDA

- Purpose
- Background
- Existing State Laws/Pending State Laws
- Tenant Protection Tools: Near-Term and Medium-Term
 - Tenant/Landlord Mediation
 - Enhanced/Minimum Lease Terms
 - Extended Notice Requirements
 - Tenant Relocation Assistance triggered by residential demolition projects
 - Rent Stabilization
 - Eviction and Harassment Protections
- Policy Considerations
- Other Tenant Efforts/New Tenant Efforts Coming Soon
- Next Steps/Discussion

PURPOSE

To inform and discuss the various tenant protection policies and tools available (both existing and possible); and

Consider staff recommendation for proceeding and give staff direction for program development.

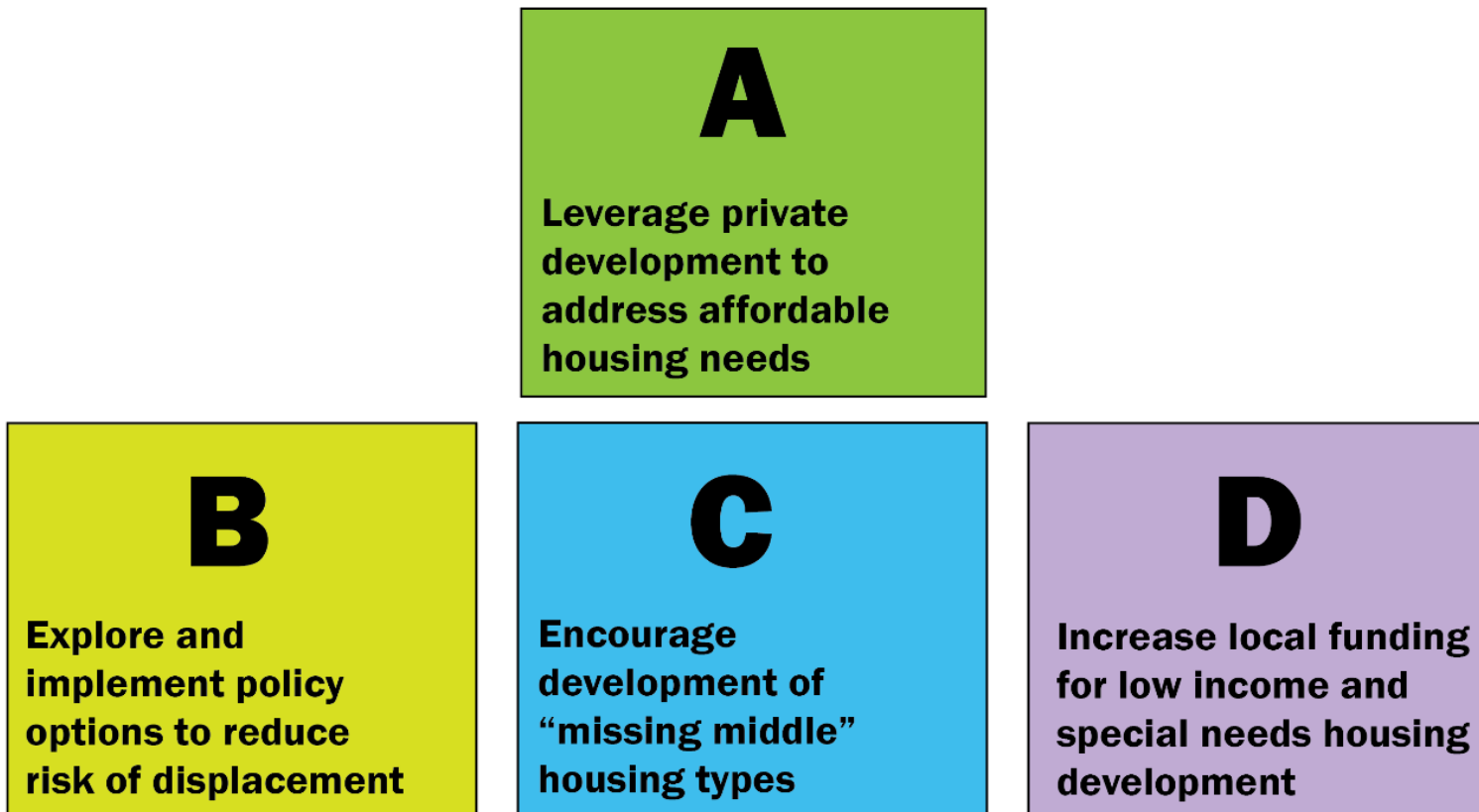
Identifies tools to protect,
preserve and produce
affordable housing stock

Lays out specific objectives,
key considerations and
implementation actions
over a 5-year period

Timelines:

- Immediate Term < 1 year
- Short Term 1-2 years
- Medium Term 3-5 years

BACKGROUND: EL CERRITO AFFORDABLE HOUSING STRATEGY
(ADOPTED AUGUST 2017)



FOUR POLICY PILLARS

Source: El Cerrito Affordable Housing Strategy, 2017

BACKGROUND: HOUSEHOLD INCOME RANGE BY INCOME CATEGORY

	El Cerrito		Contra Costa County	
Income Category	Households	Percent	Households	Percent
Extremely Low Income	1,030	10.4%	41,650	11%
Very Low Income	1,050	10.6%	37,410	10%
Low Income	1,135	11.5%	48,360	13%
Moderate Income	1,770	17.9%	66,452	18%
Above Moderate Income	4,880	50%	171,796	47%
Total Households	9,865	100%	365,668	100%

Population: 23,862

Size: 3.66 square miles

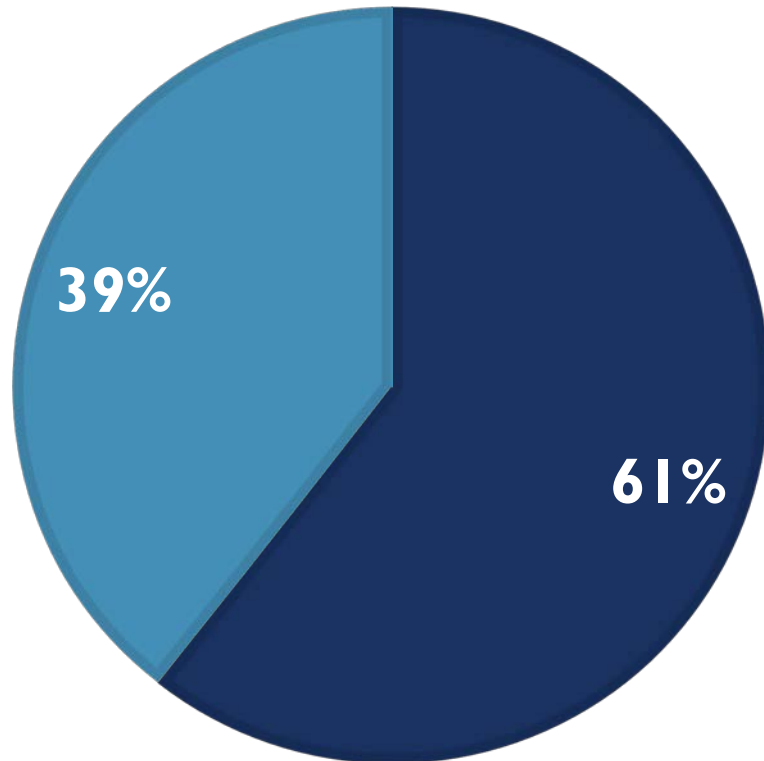
Median Income: \$104,400 (4-persons)

Source: 2015-2023 Housing Element and
CA Department of Housing and Community Development, State Income Limits for 2018



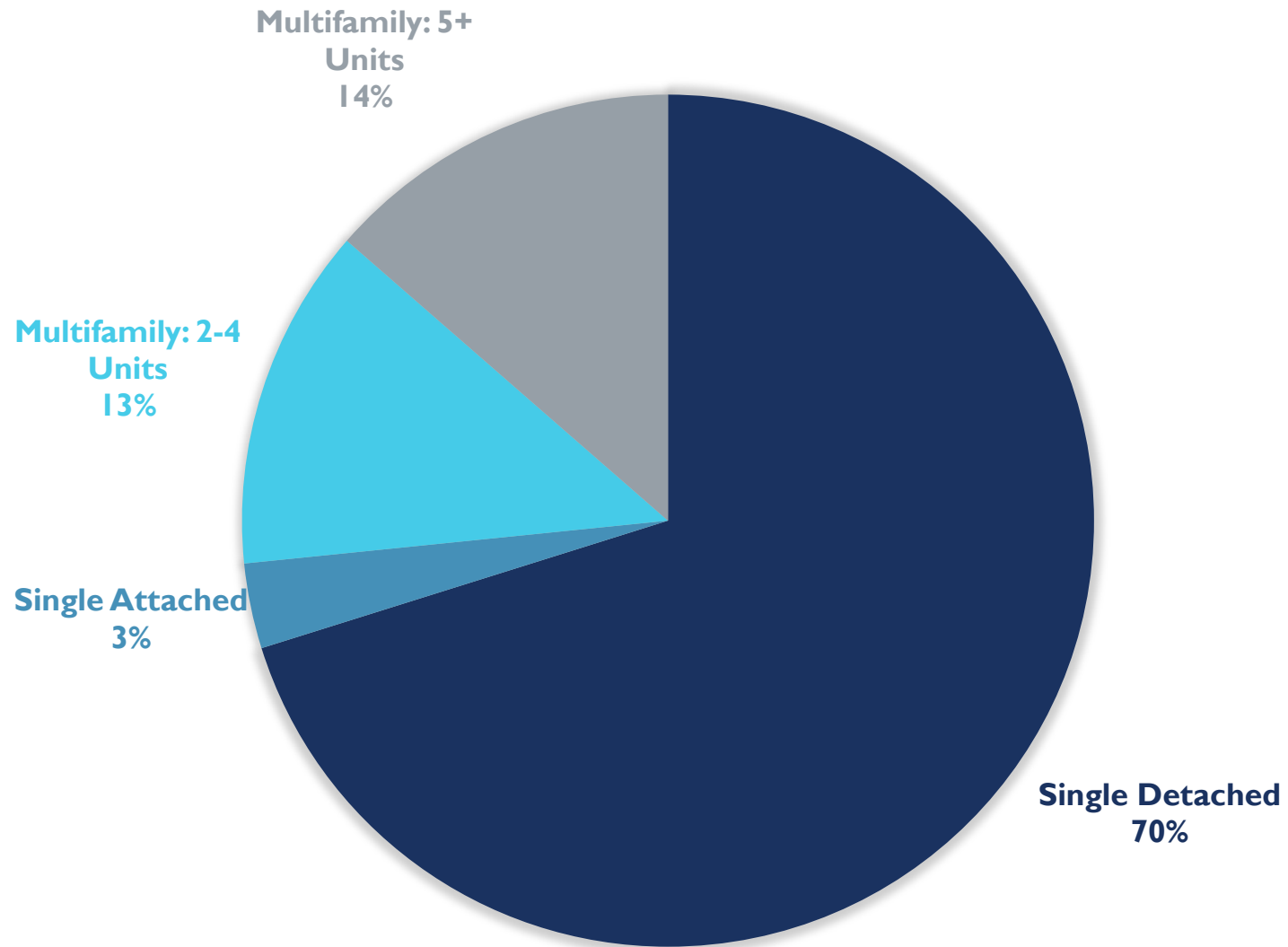
OCCUPANCY TENURE

■ Owner-Occupied ■ Renter Occupied



BACKGROUND:
HOUSEHOLDS BY
OCCUPANCY
TENURE

HOUSING TYPES



BACKGROUND:
HOUSING
INVENTORY
ESTIMATES IN
EL CERRITO
(2014)

	2013	2014	2015	2016	2017	2018
Multifamily Units	\$1,884	\$2,052	\$2,869	\$2,877	\$2,735	\$2,590
Change	-3%	9%	40%	0%	-5%	-5%
Single Family	\$2,097	\$2,394	\$2,919	\$3,132	\$3,192	\$3,146
Change	-2%	14%	22%	7%	2%	-1%

BACKGROUND: RENTAL MARKET TRENDS IN EL CERRITO, AVERAGE ASKING RENTS

ISSUES AND CHALLENGES

Affordability

Predictability

Stability

Inventory

Displacement

Eviction

Income Diversity

EXISTING STATE LAW

The Costa-Hawkins Rental Housing Act:

Limits local jurisdictions ability to impose rent stabilization ordinances.

Vacancy Decontrol allows landlord to set new rent for next tenant.

Rent stabilization measures may not apply to single-family homes, condos or any property built before February 1, 1995.

CA Civil Code Section 1946.1 - Termination of Tenancy

Termination of tenancy requires a 60-day notice or

30-day notice for less than one year

CA Civil Code Section 827b - Rent Increase Notice

30-days if less than $10\% \leq$

60-days if greater than 10%

EXISTING STATE LAW

CA Civil Code Section 1942.5 – Retaliatory Eviction

It is illegal for a landlord
to retaliate against a
tenant for lawfully and
peaceably exercising his
or her rights

CA Government Code Chapter 12.75 - Ellis Act

Withdrawal of units
from rental market

PENDING STATE LEGISLATION

- Costa-Hawkins Rental Housing Act currently allows local governments to adopt only a narrow range of rent control measures
 - Three primary restrictions are currently:
 1. Rent control laws can restrict only apartments that were constructed before February 1995
 2. Local ordinances must permit “vacancy decontrol” which allows landlords to raise rents to market levels once a tenant has moved out and a new tenant moves in
 3. Rents on single family homes and condominiums cannot be restricted
- Proposition 10: Repeal of Costa-Hawkins on November 2018 ballot
 - Local governments would have rights to restrict units constructed after 1995
 - May restrict single family homes, condominiums and accessory dwelling units (ADU)

Source: Ballot Initiative Could Increase Rent Control Options for Cities and Counties, Meyers Nave

Anti-Price Gouging, CA Penal Code 396

Generally applies 30 days after declaration of emergency and applies for 180 days

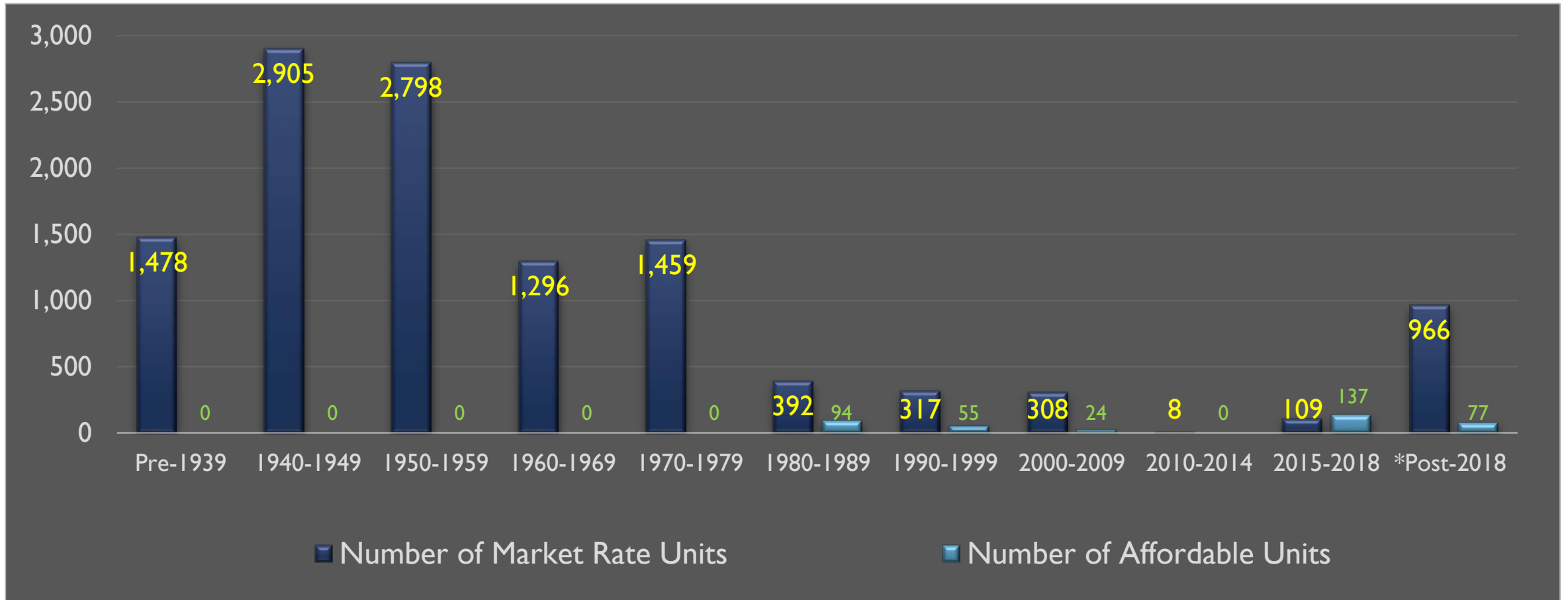
Enacted October 2017 and expired April 2018

Protections against price-gouging on goods and services, including rent increases over 10% after an emergency has been declared

Source: *State of CA Department of Justice, Office of the Attorney General*, www.oag.ca.gov

EXPIRED STATE
LEGISLATION

AGE OF HOUSING UNITS, EL CERRITO



**San Pablo Avenue Specific Plan Pipeline Data As of 06/11/2018; Inclusionary Zoning Ordinance Effective 06/14/2018.*

Source: 2012-2012 American Community Survey (3-Year Estimate), El Cerrito Affordable Housing Strategy, 2017

EARLY OUTREACH

- *East Bay Housing Organization (EBHO)*
- *El Cerrito Progressives*
- *California Apartment Association (CAA)*
- *Non-Profit Housing Association of Northern California (NPH)*
- Other Cities: Alameda, Albany, Concord, Emeryville, Fremont, Richmond, San Leandro and Union City
- *Urban Habitat*
- Variety of El Cerrito Property Owners and Tenants





TENANT PROTECTION TOOLBOX

Tool	Description
Part 1: Tenant/Landlord Mediation	• Program that <u>requires</u> mediation process before a landlord increases rent above a certain threshold generally ranging between 5% - 10% • Non-Binding: Reaching an agreement with tenant based on mediators recommendations not mandatory
Part 2: Enhanced Lease Terms	• Program that provides longer lease terms requirements i.e. <u>mandatory</u> 12 month term and at renewal (with some exceptions provided)
Part 3: Extended Notice Requirements	• Require longer termination notice i.e. 90 days (with some exceptions provided)
Part 4: Relocation Assistance Triggered by Residential Demolition Projects	• Requires landlords to provide relocation payments • Triggered when the eviction is a result of demolition, remodel or redevelopment

TOOLS FOR DISCUSSION: NEAR-TERM

Tool	Description
Part 1: Rent Stabilization	• Limits the escalation of rents paid by existing tenants over time • Increases generally limited to once per year and tied to rate of inflation or fixed percentage • May allowed to raise rents higher to cover capital improvements • Generally ballot initiative
Part 2: Tenant/Landlord Mediation	• Binding: If agreement is not reached during mediation, case is heard by arbitrator who issues binding decision
Part 3: Just Cause Eviction Protections	• Restricts evictions
Part 4: Harassment Protections	• Protects from harassment

TOOLS FOR DISCUSSION: MEDIUM-TERM

NEAR-TERM TOOLS

1

**Tenant/Landlord
Mediation**

2

**Enhanced Lease
Terms**

3

**Extended Notice
Requirements**

4

**Relocation
Assistance
Triggered by
Residential
Demolition Projects**

PART I - TENANT/LANDLORD MEDIATION: CHARACTERISTICS

NON-BINDING MEDIATION

Eligible Units	Generally includes 2+ or 3+, but may include all rental properties (incl. single family)
Program Administrator	City staff, 3 rd Party Program Administrator and Rent Review Board/Committee/Officer
Rent Threshold	5% - 10% Limits increases to one every 12-months
Enforcement	Conciliation, Mediation, Non-Binding Arbitration – Mandatory Participation
Participation	Mandatory; Complaint Based
Noticing Process	Landlord required to include language regarding Rent Review Program with all rent increase notices
Costs	Medium

PART 2 - ENHANCED LEASE TERMS: CHARACTERISTICS

Eligible Units	All rental properties, but may include 2+ or 3+ units
Program Administrator	City Staff
Minimum Lease Term	12-month
Enforcement	Fines issued for violations
Participation	Mandatory; Complaint Based
Noticing Process	Required to include language regarding Minimum Lease Term in lease and lease renewals
Costs	Medium

PART 3 - EXTENDED NOTICE REQUIREMENTS: CHARACTERISTICS

Eligible Units	All rental properties, but may restrict to 2+ or 3+ units
Program Administrator	City Staff
Noticing Period	90-days
Enforcement	Notice period resets and/or fines issued for violations
Participation	Mandatory; Complaint Based
Noticing Process	Required to include language regarding Extended Notice Requirements
Costs	Medium

PART 4 - RELOCATION ASSISTANCE: CHARACTERISTICS

Eligible Units	Generally includes 2+ or 3+, but may include all rental properties Triggered by demolition, remodel/renovate/rehab, condo conversion or re-purpose
Program Administrator	City Staff
Relocation Amount	2-3 times monthly rent based on Department of Housing & Urban Development (HUD) based on the unit size
Enforcement	Application must be submitted to the city
Participation	Mandatory
Noticing Process	Required to include notice language regarding Relocation Assistance
Costs	Low
Exceptions	Seniors, minor children, Disabled, Tenants with tenure of 5-years or more will receive an additional one month of rent established by HUD

MEDIUM-TERM TOOLS

1

**Rent
Stabilization**

2

**Tenant/Landlord
Mediation:
Binding**

3

**Just Cause
Eviction
Protections**

4

**Harassment
Protections**

PART I - RENT STABILIZATION: CHARACTERISTICS

Eligible Units	Multi-family built pre-1995
Program Administrator	City Staff, Rent Board
Rent Threshold	Generally tied to Consumer Price Index (CPI)
Enforcement	Noticing to tenant, annual registration fee
Participation	Mandatory
Noticing Process	Annual Notice Required to all eligible tenants
Costs	High (including possible ballot measure)

PART 2 - TENANT/LANDLORD MEDIATION: CHARACTERISTICS

BINDING MEDIATION

Eligible Units	Multi-family built pre-1995
Program Administrator	City staff, Rent Review Committee/Board, Hearing Officer, 3 rd Party Administrator
Rent Threshold	Generally 5% or tied to Consumer Price Index (CPI)
Enforcement	Noticing to tenant, annual registration fee
Participation	Complaint Based
Noticing Process	Annual Notice Required to all eligible tenants
Costs	High

PARTS 3 AND 4 - JUST CAUSE AND HARASSMENT PROTECTIONS: CHARACTERISTICS

TOOL	DESCRIPTION	ELIGIBLE UNITS	PROGRAM ADMINSTRATOR	PARTICIPATION	ENFORCEMENT	COSTS
Just Cause Evictions	Restricts evictions to specific just causes	Can be applied to all units with the exception of those evicting under The Ellis Act	Notice of Termination	City staff, legal aid	Notice of Termination, annual registration fee	Medium
Harassment Protections	Protects tenants from landlord harassment and retaliation	Can be applied to all units	Notice of Tenants Rights	City staff, legal aid	Notice of Tenants Rights, annual registration fee	Medium



OTHER CITIES

PROGRAMS IN OTHER CITIES: NEAR-TERM

City	Adopted	Tenant Protections	Eviction Protections	Population	Budget	Fee Charged per Rental Unit
Albany	November, 2018	Tenant/Landlord Mediation: Non-Binding	Not Applicable	19,688	\$95,000 (estimate)	\$15.00
Concord	2017	Tenant/Landlord Mediation: Non-Binding	Not Applicable	128,370	\$132,000	\$16.00
San Leandro	2001	Tenant/Landlord Mediation: Non-Binding	Not Applicable	87,882	\$30,000	\$0
Union City	2017	Tenant/Landlord Mediation: Non-Binding	Eviction & Harassment Protections	73,010	\$190,000	\$31.50

PROGRAMS IN OTHER CITIES: MEDIUM-TERM

City	Adopted	Tenant Protections	Eviction Protections	Population	Budget	Fee Charged per Rental Unit
Alameda	2016	Tenant/Landlord Mediation: Binding/ Non-Binding	Termination of Tenancy, Relocation Assistance	79,928	\$1,939,249	\$120
Berkeley	1980	Rent Stabilization	Good Cause for Eviction	121,238	\$4,550,000	\$250
East Palo Alto	1986, 2010	Rent Stabilization	Just Cause for Eviction	30,340	\$485,300	\$234
Richmond	2016	Rent Stabilization	Just Cause for Eviction, Relocation Assistance	111,785	\$1,940,271	\$207



POLICY CONSIDERATIONS

TENANT PROTECTION TOOLBOX: BENEFITS/ISSUES

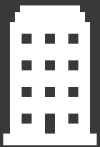
OPTIONS	BENEFITS	ISSUES
Tenant/Landlord Mediation	Communication between landlord/tenant ('daylight')	Rent may increase beyond CPI
Enhanced Lease Terms & Extended Notice Requirements	Predictability/Stability	More intense tenant screening standards
Relocation Assistance	Assist with moving costs	Housing inventory poses challenges
Rent Stabilization	Rent increases based on CPI	- Not means tested - High cost/ballot measure
Just Cause	Established guidelines	- May require legal aid - Recommend to pair with Rent Stabilization (Substitute: Mandatory lease terms)
Harassment Protections	Added local protection	- May require legal aid (Substitute: Existing State laws; Education)

OTHER TENANT RELATED EFFORTS



Residential Rental Inspection Program (RRIP)
Established 1997

- The goal of the RRIP is to ensure that rental housing units are in compliance with the EC Municipal Code
- All rental housing units in El Cerrito are subject to RRIP
- Business License Required



*Condominium Conversion Ordinance,
El Cerrito Municipal Code Chapter 19.45*
Established 2008

- Regulations that apply to the conversion of existing multifamily rental housing to condominiums
- Tenant's Right to Purchase
- Moving Expenses = two times the monthly rent



Inclusionary Zoning Ordinance
Established June 14, 2018

- Requires market-rate developers to set aside 10% - 12% of its units for low to moderate-income households or pay a fee
- Applies to ownership and rental projects
- In-lieu fees are earmarked for future affordable housing opportunities

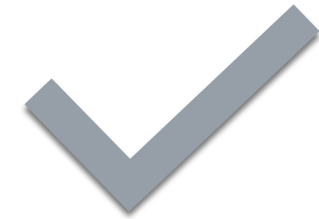
COMING SOON! NEW TENANT RELATED EFFORTS UNDERWAY



City to host quarterly housing workshops to educate tenants on their rights, responsibilities, housing opportunities, etc.



Annual Newsletter to Landlords/Property Managers



Improved local data collection efforts

NEXT STEPS/DISCUSSION

- Tonight's Discussion
 - Toolbox
 - Timelines
- Next Steps
 - Examine Program Implementation (costs and staff)
 - Additional Community Outreach
 - Proceed with Near-Term Ordinances (90-120 days)



THANK YOU!

