



AGENDA

CITY COUNCIL MEETING
Tuesday, January 19, 2016 – 7:00 p.m.
City Council Chambers

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

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Mark Friedman
Councilmember Gabriel Quinto

ROLL CALL

7:00 p.m. CONVENE CITY COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – Mayor Greg Lyman.

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 & City 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. PRESENTATIONS

Plan Bay Area 2040 Framework and Process – *Presentation by Pedro Galvao, Regional Planner, Association of Bay Area Governments.*

Receive a presentation from the Association of Bay Area Governments (ABAG) regarding the framework and process for Plan Bay Area 2040 Framework and Process.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5E

A. Approval of Minutes

Approve the following City Council meeting minutes: 1) December 1, 2015 Regular City Council; 2) December 15, 2015 Regular City Council; 3) December 21, 2015; and 4) January 5, 2016 Special City Council.

B. Regulation of Medical Marijuana Cultivation and Deliveries

First reading December 15, 2015. Approved by unanimous vote.

Adopt Ordinance No. 2016–01 amending Chapter 6.80 of the El Cerrito Municipal Code (“Medical Marijuana Dispensaries”) regarding the Cultivation of Marijuana.

C. Huber Park Improvement Project, City Project No. C3054

Adopt a resolution which take the following actions: 1) Approve plans for the Huber Park Improvements Project; 2) Accept the three submitted bids; and 3) Authorize the City Manager to execute a contract in the amount of \$138,653.00 with HM Construction and to approve change orders in an amount not to exceed \$13,347.00 for the construction of the Huber Park Improvements Project. *Exempt from CEQA.*

D. Agreement with West Coast Arborists, Inc. for Tree Pruning, Removal and Maintenance Services

Adopt a resolution authorizing the City Manager to execute an agreement with West Coast Arborists, Inc. to provide tree pruning, maintenance services and removal of City trees in an amount not to exceed \$70,000 for a contract term ending June 30, 2016.

E. Tree Committee Reappointments

Approve a Tree Committee recommendation to reappoint Ralph Boniello, Steve Price and Mike Srago to the Tree Committee for four year terms.

6. PUBLIC HEARINGS - None

7. POLICY MATTERS

REDEVELOPMENT SUCCESSOR AGENCY ITEM

A. Review and Authorize Submittal of 2016-17 Draft Recognized Obligation Payment Schedule 16-17 (July 1, 2016 – June 30, 2017)

Adopt a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule 16-17 and approving inclusion on the Recognized Obligation Payment Schedule reimbursement to the City for Streetscape Improvements made pursuant to an approved Redevelopment project plan for infrastructure improvements.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

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

9. ADJOURN REGULAR CITY COUNCIL MEETING

The next City Council meeting is Tuesday, February 2, 2016.

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/ind-ex.aspx?NID=114>. 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.

EL CERRITO CITY COUNCIL

MINUTES

CITY COUNCIL MEETING
Tuesday, December 1, 2015 – 7:00 p.m.
City Council Chambers

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

Mark Friedman – Mayor

Mayor Pro Tem Greg Lyman
Councilmember Jan Bridges

Councilmember Janet Abelson
Councilmember Gabriel Quinto

ROLL CALL

Councilmembers Abelson, Bridges, Lyman, Quinto and Mayor Friedman all present.

7:00 p.m. CONVENE CITY COUNCIL MEETING

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

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE was led by Councilmember Gabriel Quinto.

2. COUNCIL / STAFF COMMUNICATIONS

Mayor Pro Tem Lyman acknowledged the Stege Sanitary District for being the first special district in the East Bay Municipal Utility District to use recycled water to flush sewers. Mayor Pro Tem Lyman also informed the City Council and public that he recently testified at a public hearing on the City's behalf regarding the regional municipal stormwater permit. The permit passed with minor modifications. The City will be facing increasing requirements to reduce pollutants that leave the streets, particularly mercury and PCBs. Mayor Pro Tem Lyman also announced that the City's third City Manager, Richard "Dick" Brown, passed away on November 17, 2015 and requested that the City Council convene the meeting in his honor. Mr. Brown retired from El Cerrito in 1981.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Al Miller, El Cerrito, invited all to help set up the Sundar Shadi holiday display on December 12. Mr. Miller said that setting up the display is one of the most enjoyable and rewarding projects that he has been connected with and invited community members to take part, get involved and keep it going. Donations are also welcome to pay for restoration of the figures and other expenses involved in maintaining the display.

4. PRESENTATIONS – None

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5D

Moved, seconded (Lyman/Abelson) and carried unanimously to approve Consent Calendar Item Nos. 5A, 5B and 5D in one motion as indicated below. Consent Calendar Item No. 5C was removed from the Consent Calendar at the request of Councilmember Bridges.

A. Minutes for Approval

Approve the November 17, 2015 Special City Council Closed Session and Regular City Council meeting minutes.

Action: Approved minutes.

B. Proclamation Observing December 1, 2015 as World AIDS Day

Approve a proclamation in observance of December 1, 2015 and remembering the impacts that HIV and AIDS have had to our community.

Action: Approved proclamation.

C. Power Charge Indifference Adjustment Exit Fee Charged to Community Choice Aggregation Customers

Adopt a resolution and send a letter to the California Public Utilities Commission (CPUC) requesting that it reject a proposed increase to the Power Charge Indifference Adjustment (PCIA) exit fee charged to Community Choice Aggregation (CCA) customers and re-examine the fairness and reasonableness of the PCIA.

Presenter: Maria Sanders, Environmental Services and Operations Manager, explained that PCIA is an exit fee that applies to any customer that represents a departing load from Pacific Gas and Electric Company (PG&E). It is not just for direct access customers, it is for any customer that is exiting PG&E's generation contracts.

Speakers: Alexandra McCroskey and Alex DiGiorgio, Marin Clean Energy (MCE). At the request of Councilmember Bridges, Ms. McCroskey clarified the status and purpose of PG&E's approximate \$1 billion fund and its relationship to the PCIA fee and its calculation. At the request of Mayor Pro Tem Lyman, Ms. McCroskey reported on how PG&E differs from other utility companies in how it applies to the PCIA fee to California Alternate Rates for energy (CARE) low-income customers. PG&E is the only company that applies the PCIA fee to CARE customers. It is a significant portion of their electric bill. Ms. McCroskey said doubling the fee will definitely affect their livelihood. Mr. DiGiorgio stated that more information about the PCIA fee and how it affects Community Choice Aggregation customers is contained in MCE's most recent newsletter.

Action: Removed from the Consent Calendar at the request of Councilmember Bridges. Moved, seconded (Lyman/Abelson) and carried unanimously to adopt Resolution No. 2015-74.

D. Tree Committee Appointment

Approve a Tree Committee recommendation to appoint Robert J. Hrubes to the Tree Committee, effective December 14, 2015.

Action: Approved recommendation.

6. PUBLIC HEARINGS – *None*

7. POLICY MATTERS

City Council Reorganization

Annual election of City Council Officers.

Mayor Friedman highlighted the achievements of the Council, staff, residents and

community members over the past year. Collective achievements include passage of the smoking and tobacco retailers ordinances, an ordinance that elevated the city as one the most progressive cities in California in terms of education, control of tobacco products and smoking in public places. A minimum wage increase was also passed and acts as a model for other communities. The Ohlone Gardens project, a partnership with Resources for Community Development (RCD) opened. The Creekside housing project, located at El Cerrito Plaza also broke ground. The City ended the fiscal year with a financial budget surplus for the first time in many years and the City is in better financial shape than it has been in a long time. A survey for a new library was completed and Council directed staff to go forward with planning necessary for Council's placement of a revenue measure on the ballot in November 2016. The City acquired new open space with the assistance of Trust for Public Lands and the El Cerrito Trail Trekkers. This open space is a jewel in the community. The City Council also updated the Strategic Plan. Although the City Council voted last year to join MCE in a Community Choice Aggregation program; it was fully implemented this year. The City achieved the highest percentage of deep green customers of any community that is a member of the MCE. Mayor Friedman says there is a lot to be proud of and there is a lot to look back on in recognizing that it has been a good year for the City of El Cerrito and that there are many good years to come. El Cerrito is a beautiful community to live in. There are so many people that care about the community and are willing to volunteer their time to making El Cerrito such a great place to live. The City also has wonderful staff to help implement projects and programs. Mayor Friedman concluded by thanking everyone for a great year.

Mayor Pro Tem Lyman thanked Mayor Friedman for his leadership, patience and guidance as the City Council considered many challenging issues this past year and presented Mayor Friedman with a plaque commemorating his service to the City.

SELECTION OF THE MAYOR

Mayor Friedman called for reorganization of the City Council.

Cheryl Morse, City Clerk, declared the offices of Mayor and Mayor Pro Tempore vacant and called for nominations for the Office of Mayor.

Councilmember Abelson nominated Mayor Pro Tem Lyman for Mayor.

Cheryl Morse, City Clerk, called for further nominations for which there were none.

Action: The City Council, by unanimous vote, elected Mayor Pro Tem Lyman to the Office of Mayor.

SELECTION OF THE MAYOR PRO TEMPORE

Mayor Lyman called for nominations for the Office of Mayor Pro Tem.

Councilmember Bridges nominated Councilmember Abelson for Mayor Pro Tem.

Mayor Lyman called for further nominations for which there were none.

Moved, seconded (Abelson/Bridges) and carried unanimously to close nominations.

Action: The City Council, by unanimous vote, elected Councilmember Abelson as Mayor Pro Tem.

Mayor Lyman said that it is a privilege to serve as Mayor and thanked the City Council for this opportunity. Mayor Lyman thanked his wife Mary for her support and also thanked city staff for their integrity, responsiveness and creativity in anticipation of the year to come. As embodied in the City's vision statement, a city government provides structure for the community to thrive through public safety and civil engagement. Mayor Lyman recognized the friends, family and advocates of the community present in the Council Chambers this evening and acknowledged the many voices of the community including the environment, clean water, clean air, backyard farming, open space, views, trees, trails, parks and

recreation, a healthy community, youth sports, education, housing, property rights, businesses, historic buildings, smart development, transit, diversity, the elderly, public safety, and a new library. Everyone is advocating for a better community. Quoting the City's vision statement, Mayor Lyman stated that the City is a "safe, connected, transit oriented and environmentally focused destination with welcoming neighborhoods, thriving businesses, vibrant public spaces, and diverse cultural, educational, and recreational opportunities for people of all ages." The Council listens to the community's impassioned statements and balances the needs of the community as reflected in the City's vision statement.

As the City's Mayor, Mayor Lyman said he will do his best to continue to move the City toward its goals. Some of the initiatives he hopes to bring forward to support the City's goals are long-term financial stability, developing and rehabilitating public facilities as community focal points, ensuring the public's health and safety and fostering environmental sustainability citywide. The scale of the initiative will be limited by the resources that are available. For financial sustainability, Mayor Lyman hopes to evaluate the City's fee structure and adopt one that will encourage improvement along San Pablo Avenue, attract new businesses and support more residential permits, increase value in the City's housing stock, and increase the City's tax base. For public health and safety, Mayor Lyman wants to work with the County to improve health services for the homeless in the community and work with the City Manager and Police Chief regarding police recruitment and retention. For environmental sustainability, Mayor Lyman wants to finalize the Active Transportation Plan, address stormwater cleanliness obligations, promote more MCE deep-green enrollments, move the City's Climate Action Plan forward and work to restore native habitat plants in the Hillside Natural Area. For public facilities as a community focal point, Mayor Lyman will continue to support the Bay Area Rapid Transit's (BART) improvements at Del Norte Station and work with the West Contra Costa Unified School District (WCCUSD) on their master plan for facilities in El Cerrito. Mayor Lyman concluded by stating he promises to work hard around the effort of modernizing the library to make it safer and meet the needs of the El Cerrito community as a gathering place for all ages and re-iterated the City's mission statement "...to serve, lead and support a diverse and transit rich community by providing exemplary and innovative services, public places and infrastructure, ensuring public safety, and creating an economically and environmentally sustainable future."

Mayor Pro Tem Abelson stated that she is appreciative of the City Council's support and expressed support for Mayor Lyman and the goals he outlined. Mayor Pro Tem Abelson said she looks forward to working together with the Council, staff and community in the next year.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS - No reports.

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

9. ADJOURNED REGULAR CITY COUNCIL MEETING at 7:31 p.m. in memory of former City Manager Richard Brown.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 5(C) Power Charge Indifference Adjustment Exit Fee Charged to Community Choice Aggregation Customers

1. MCE Quarterly Newsletter, "The ReSource" – *Submitted by Alex DiGiorgio and Alexandra McCrosky, MCE.*

EL CERRITO CITY COUNCIL

MINUTES

CITY COUNCIL MEETING
Tuesday, December 15, 2015 – 7:00 p.m.
City Council Chambers

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

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Mark Friedman
Councilmember Gabriel Quinto

ROLL CALL

Councilmembers Abelson, Bridges, Friedman, Quinto and Mayor Lyman all present.

7:00 p.m.

CONVENE CITY COUNCIL MEETING

Mayor Lyman convened the regular City Council meeting at 7:01 p.m.

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE was led by Mayor Pro Tem Abelson.

2. COUNCIL / STAFF COMMUNICATIONS

Mayor Lyman reminded all that the annual Sundar Shadi holiday display, located at the intersection of Sea View Drive and Moeser Lane, will be set up for everyone's enjoyment through the evening of December 26, 2015.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Al Miller, El Cerrito, encouraged all to visit the Sundar Shadi display and to check the website www.shadiholidaydisplay.com regarding the musical performances that will be held at the site. The website also contains information about Sundar Shadi, his family and the history of the display as well as ways to help provide ongoing maintenance and support of the display.

Cordell Hindler, Richmond, stated that he still has an issue with El Cerrito Police presence in his neighborhood and suggested that the City Council ask the City Attorney to conduct research and look at the City of Albany's ordinance regarding police stepping outside city boundaries. Mr. Hindler also encouraged all to attend the Contra Costa Theatre's production of "The Secret Garden."

4. PRESENTATIONS

El Cerrito Library Update – *Presentation by Liz Ruhland, Senior Community Library Manager, El Cerrito Library*

Receive a presentation regarding the El Cerrito Library's upcoming programs for all ages and recent improvements to the current facility.

Presenters: Liz Ruhland, Senior Community Library Manager, Davia Schmidt, Youth Services Librarian, and Sherry Lochhaas, Adult Services Librarian.

Action: Received presentation.

5. ADOPTION OF THE CONSENT CALENDAR

A. Scheduling of Special City Council Meeting

Schedule a special City Council meeting on Monday, December 21, 2015 at 7:00 p.m.

Action: Moved, seconded (Friedman/Bridges) and carried unanimously to schedule a Special City Council meeting for Monday, December 21, 2015 at 7:00 p.m.

6. PUBLIC HEARINGS

A. Urban Greening Plan

Conduct a public hearing and upon conclusion adopt a resolution approving the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and adopting the City of El Cerrito Urban Greening Plan including Addendums #1 and Addendum #2.

Presenter: Melanie Mintz, Community Development Director.

Mayor Lyman opened the public hearing. One speaker.

Speakers: Howdy Goudey, El Cerrito, stated that, as a member of the Urban Greening Task Force, Environmental Quality Committee and active community member he is in support of the Urban Greening Plan and noted that the Plan is a great resource for reflecting on what is important to the community and for reference during implementation and how to move forward.

Moved, seconded (Friedman/Abelson) and carried unanimously to close the public hearing.

Action: Moved, seconded (Abelson/Bridges) and carried unanimously to adopt Resolution No. 2015-75.

B. Regulation of Medical Marijuana Cultivation and Deliveries

Conduct a public hearing and upon conclusion take the following actions: 1) Introduce by title and waive any further reading of an ordinance amending Chapter 6.80 ("Medical Marijuana Dispensaries and Cultivation") of the El Cerrito Municipal Code; and 2) Adopt a resolution confirming that the El Cerrito Zoning Ordinance operates under the principles of permissive zoning and that marijuana cultivation is prohibited. *Exempt from CEQA.*

Presenters: Sean Moss, Senior Planner and Paul Keith, Police Captain.

Mayor Lyman opened the public hearing. Three speakers.

Speakers: Howdy Goudey, El Cerrito, stated that from a process standpoint, the portion of the ordinance prohibiting marijuana delivery may need more time and study prior to being implemented.

Tom Panas, El Cerrito, thanked staff for identifying the issue and bringing it to the City Council's attention in a timely manner. Mr. Panas spoke in support of the proposed

ordinance and urged the Council to approve the ordinance and resolution.

Cordell Hindler, Richmond, thanked staff for the proposal and spoke in support of the proposed ordinance.

Moved, seconded (Bridges/Abelson) and carried unanimously to close the public hearing.

Actions: Moved, seconded (Abelson/Friedman) and carried unanimously to approve Ordinance No. 2016–01. *Second reading of the Ordinance is scheduled for January 19, 2016.*

Moved, seconded (Abelson/Bridges) and carried unanimously to adopt Resolution No. 2015–76.

6. POLICY MATTERS

A. West Contra Costa Integrated Waste Management Authority Disbursement of Reserve Funds to Member Cities

Staff requests that the City Council take the following actions: 1) Receive two resolutions by the Board of the West Contra Costa Integrated Waste Management Authority (“Authority”) approving disbursement of a portion of reserve funds to member cities including El Cerrito; and 2) Adopt a resolution authorizing receipt of El Cerrito’s share of funds to be disbursed by the Authority in the amount of \$527,124 and authorizing the City Manager to execute an Indemnification Agreement and any other associated agreements, subject to City Attorney approval as to form, with the Authority necessary to facilitate receipt of funds.

Presenter: Maria Sanders, Environmental Services and Operations Division Manager

Action: Moved, seconded (Friedman/Quinto) and carried unanimously to adopt Resolution No. 2015–77. The Agreement, an exhibit to Resolution No. 2015-77 and attached thereto, was moved by separate motion (Friedman/Bridges) and approved unanimously.

B. Annual City Council Regional and Local Appointments

Discuss appointment of City Council members to regional bodies and liaison to local boards, commissions, and committees and approve appointments for 2016.

Presenter: Mayor Lyman

Action: By mutual consent, the City Council approved the Mayor’s recommendations for regional and local appointments for 2016. Appointments are as follows:

Mayor Lyman – Contra Costa Mayors Conference Delegate, West County Mayors and Supervisors Conference Delegate, Marin Clean Energy Board Delegate and West County Integrated Waste Management Authority Delegate. Council Liaison to Design Review Board and Human Relations Commission.

Mayor Pro Tem Abelson – League of California Cities East Bay Division Delegate, Contra Costa Mayors Conference Alternate, West County Mayors and Supervisors Conference Alternate, West Contra Costa Transportation Advisory Committee Delegate and Contra Costa Transportation Authority Board Member (appointments made by WCCTAC). Council Liaison to Committee on Aging and Tree Committee.

Councilmember Bridges – Tom Bates Regional Sports Field JPA Delegate. Council Liaison to Arts and Culture Commission and Planning Commission.

Councilmember Friedman - Association of Bay Area Governments Alternate and West County Integrated Waste Management Authority Alternate. Council Liaison to Crime Prevention Committee and Park and Recreation Commission.

Councilmember Quinto – Association of Bay Area Governments Delegate, League of California Cities East Bay Division Alternate, Marin Clean Energy Board Alternate, West Contra Costa Transportation Advisory Committee Alternate, East Bay Green Corridor Principal and Tom Bates Regional Sports Field JPA Alternate. Council Liaison to Economic Development Committee, Environmental Quality Committee and Financial Advisory Board.

7. COUNCIL ASSIGNMENTS/LIAISON REPORTS

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

Mayor Lyman reported on his attendance at the December 3, 2015 Contra Costa Mayors Conference. Bob Simmons, Walnut Creek, was re-elected to represent the Contra Costa Mayors Conference at the East Bay Regional Park District (EBRPD). Nominations for the Contra Costa Mayors Conference Board are due soon. Mayor Lyman encouraged anyone interested in serving on the Board to let him know. At its last meeting the West Contra Costa Integrated Waste Management Authority (WCCIWMA) Board discussed the future of the Authority's responsibilities going forward.

9. ADJOURNED REGULAR CITY COUNCIL MEETING at 8:52 p.m.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 6(A) Urban Greening Plan

1. Powerpoint presentation – *Submitted by Melanie Mintz, Community Development Director.*
2. El Cerrito Urban Greening Survey – *Submitted by Melanie Mintz, Community Development Director.*

Item No. 6(B) Regulation of Medical Marijuana Cultivation and Deliveries

3. Powerpoint presentation – *Submitted by Sean Moss, Senior Planner.*
4. Comments in support of approving the ordinance – *Submitted by Tom Panas, El Cerrito.*

EL CERRITO CITY COUNCIL

MINUTES

SPECIAL CITY COUNCIL MEETING
Monday, December 21, 2015 – 7:00 p.m.
City Council Chambers

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

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Mark Friedman
Councilmember Gabriel Quinto

ROLL CALL

Councilmembers Abelson, Bridges, Friedman, Quinto and Mayor Lyman all present.

7:00 p.m.

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Lyman convened the special City Council meeting at 7:00 p.m.

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE was led by Councilmember Bridges.

2. COUNCIL / STAFF COMMUNICATIONS

Mayor Lyman reported on his attendance at a NAACP planning meeting.

Councilmember Quinto reported that he attended toy drive activities with the Firefighters. Councilmember Quinto said he was impressed with the work done collecting and distributing toys and bikes.

3. ORAL COMMUNICATIONS FROM THE PUBLIC - *No speakers*

4. PRESENTATIONS - *None*

5. ADOPTION OF THE CONSENT CALENDAR - *None*

6. PUBLIC HEARINGS - *None*

7. POLICY MATTERS

JOINT CITY COUNCIL / SUCCESSOR AGENCY TO THE FORMER EL CERRITO REDEVELOPMENT AGENCY ITEM

Approve Installment Payment Plan Agreement with the Department of Finance and Amend the Fiscal Year 2015-16 Budget

Adopt two separate resolutions approving and authorizing the City Manager and Executive Director of the Successor Agency to execute the Installment Payment Plan Agreement with the California Department of Finance and amend the FY 2015-16 budget to increase the

spending authority in the General Fund by \$675,000 to make the first payment of the installment plan.

Presenters: Melanie Mintz, Community Development Director and Lisa Malek-Zadeh, Finance Director.

Speakers: Tom Panas stated that this has been a long process and thanked staff and the City Council for getting it done.

Actions: Moved, seconded, (Quinto/Friedman) and carried unanimously to adopt City Council Resolution No. 2015–78.

Moved, seconded, (Abelson/Bridges) and carried unanimously to adopt Successor Agency Resolution No. 2015–04.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

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

Mayor Lyman reported on his attendance at the Marin Clean Energy (MCE) Board meeting at which the Board discussed PG&E's proposed adjustment to the Power Charge Indifference Adjustment (PCIA) fee. There was plenty of speculation that the relationship between PGE and the California Public Utilities Commission (CPUC) is not entirely transparent. The CPUC feels that there is some debt owed toward PGE for allowing Community Choice Aggregation (CCA). The CPUC has agreed to hold a public forum on this matter in February 2016 which will expand the matter to a statewide issue. More stakeholders will testify at the forum in February. Some of the MCE Board Members are lobbying for a legislative approach if the hearings do not go the way CCAs and supporters of the environment want it to go. There is a desire for more transparency and accuracy in how the PCIA is calculated and collected.

9. ADJOURNED REGULAR CITY COUNCIL MEETING at 7:28 p.m.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 7 Approve Installment Payment Plan Agreement with the Department of Finance and Amend the Fiscal Year 2015-16 Budget

1. Powerpoint presentation – *Submitted by Lisa Malek-Zadeh, Finance Director.*

EL CERRITO CITY COUNCIL

MINUTES

SPECIAL CITY COUNCIL MEETING
Tuesday, January 5, 2016 – 6:00 p.m.
Hillside Conference Room

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

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Mark Friedman
Councilmember Gabriel Quinto

This meeting was not televised.

ROLL CALL

Councilmembers Abelson, Bridges, Friedman, Quinto and Mayor Lyman all present.

6:00 p.m.

CONVENE SPECIAL CITY COUNCIL MEETING

The meeting was convened at 6:04 p.m.

- 1. ORAL COMMUNICATIONS FROM THE PUBLIC – *No speakers.***
- 2. ADOPTION OF THE CONSENT CALENDAR – Item No. 2A**

A. Extension of Current Terms of Members of the Design Review Board, Planning Commission, Parks and Recreation Commission and Human Relations Commission

Adopt a resolution interpreting Section 2.04.220 of the El Cerrito Municipal Code to permit the extension of the terms of members of the Design Review Board, Planning Commission Parks and Recreation Commission and Human Relations Commission to maintain the full membership of those bodies during a gap period that has occurred as a result of amendments to the Municipal Code. The resolution would also extend the terms of specific members of the Design Review Board, Planning Commission, Parks and Recreation Commission and Human Relations Commission.

Speakers: Al Miller, El Cerrito, suggested adopting a policy of temporarily extending terms of Boards, Commission and Committee members whose terms have been completed until replacement members have been selected and appointed.

Action: Moved, seconded (Friedman/Quinto) and carried unanimously to adopt Resolution No. 2016-01 as amended on the floor to extend the terms of all board and commission members whose term will expire on January 1, 2016 until March 1, 2016 or until a new appointment is made.

3. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Conduct interviews of candidates for city boards and commissions. Interviews may result in an announcement of appointment at the meeting. The City Council may also discuss and determine the scheduling and structure of future interviews.

Action: The City Council by majority consensus approved the following appointments:

- 1) Arts and Culture Commission – Paul Fadelli and George Gager, March 1, 2016 – March 1, 2020;
- 2) Citizens Street Oversight Committee – Matt Kelly, March 1, 2016 – March 1, 2020;
- 3) Design Review Board – Christophe Laverne, March 1, 2016 – March 1, 2020;
- 4) Financial Advisory Board – Greg Crump and Richard Patterson, March 1, 2016 – March 1, 2020;
- 5) Human Relations Commission, Makalia Aga, March 1, 2016 – March 1, 2020;
- 6) Parks and Recreation Commission – Norman LaForce, March 1, 2016 – March 1, 2020;
- 7) Planning Commission – Carla Hansen and Brendan Bloom, March 1, 2016 – March 1, 2020;
- 8) Contra Costa Mosquito and Vector Control District Board of Trustees – Richard Mank, January 5, 2016 – January 1, 2020; and
- 9) West Contra Costa Unified School District Bond Oversight Committee Alternate – George Gager, January 5, 2016 – January 1, 2020.

ADJOURNED SPECIAL CITY COUNCIL MEETING at 9:07 p.m.

ORDINANCE NO. 2016-01

AN ORDINANCE OF THE CITY OF EL CERRITO AMENDING EL CERRITO MUNICIPAL CODE CHAPTER 6.80 ("MEDICAL MARIJUANA DISPENSARIES") REGARDING THE CULTIVATION OF MARIJUANA

WHEREAS, California law currently authorizes the personal use of marijuana for medical purposes; and

WHEREAS, the Legislature recently passed, and the Governor signed new legislation which requires certain state agencies to promulgate regulations relating to medical marijuana cultivation and deliveries; and

WHEREAS, the new legislation provides that if a city does not have land use regulations or ordinances regulating or prohibiting the cultivation of medical marijuana, then commencing on March 1, 2016, a state agency will be the sole licensing authority for medical marijuana cultivation applications in that city; and

WHEREAS, a city with a prohibition or regulations regarding the cultivation of medical marijuana in effect before March 1, 2016 retains the authority to later modify that prohibition or those regulations; and

WHEREAS, the new legislation also authorizes licensed medical marijuana dispensaries to make medical marijuana deliveries in any city that does not explicitly prohibit it; and

WHEREAS, the City Council wishes to prevent a state agency from becoming the sole licensing authority for medical marijuana cultivation in the City and wishes to explicitly prohibit medical marijuana deliveries; and

WHEREAS, the El Cerrito Municipal Code currently prohibits medical marijuana dispensaries in all zones throughout the City, and marijuana cultivation is not a permitted use in any zoning district. Under the Zoning Ordinance of the El Cerrito Municipal Code, any use that is not expressly permitted is prohibited; and

WHEREAS, the El Cerrito City Council desires to clarify that the cultivation of marijuana is prohibited throughout the City, and that cultivation of marijuana is not within the definition of permitted or conditionally permitted nursery use.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of Municipal Code. The title of Chapter 6.80 of the El Cerrito Municipal Code is amended to be read as follows:

6.80 – MEDICAL MARIJUANA DISPENSARIES AND CULTIVATION

SECTION 3. Amendment of Municipal Code. Section 6.80.010 of the El Cerrito Municipal Code is amended to read as follows (with text in ~~strikeout~~ format indicating deletion and underlined text indicating addition):

6.80.010 - Definitions.

The following words or phrases, whenever used in this chapter, shall be given the following definitions:

“Cultivation of marijuana” means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of marijuana.

“Medical marijuana delivery” means the transfer of medical marijuana or medical marijuana products from a medical marijuana dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical marijuana or medical marijuana products.

"Medical marijuana dispensary" means any facility or location where a primary caregiver makes available, sells, transmits, gives, or otherwise provides medical marijuana to two or more persons with identification cards or qualified patients. A medical marijuana dispensary shall not include the following uses, as long as the location of such uses are otherwise regulated by this code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health & Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health & Safety Code, a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the Health & Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health & Safety Code, a residential hospice licensed pursuant to Chapter 8.5 of Division 2 of the Health & Safety Code, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health & Safety Code, as long as any such use complies strictly with applicable law, including, but not limited to, Health & Safety Code Sections 11362.5 et seq.

"Person with an identification card" shall have the meaning set forth in California Health & Safety Code Section 11362.7, as may be amended from time to time, or any successor statute.

"Primary caregiver" shall have the meaning set forth in California Health & Safety Code Section 11362.7, as may be amended from time to time, or any successor statute.

"Qualified patient" shall have the meaning set forth in California Health & Safety Code Section 11362.7, as may be amended from time to time, or any successor statute.

SECTION 4. Amendment of Municipal Code. Section 6.80.020 of the El Cerrito Municipal Code is amended to read as follows (with text in ~~strikeout~~ format indicating deletion and underlined text indicating additions):

6.80.020 – Medical marijuana dispensary, medical marijuana delivery and cultivation of marijuana as a prohibited uses.

A medical marijuana dispensary, medical marijuana delivery and cultivation of marijuana, as defined in this chapter, is are prohibited in all zones throughout the city of El Cerrito, including but not limited to cultivation of marijuana as part of a permitted or conditionally permitted nursery use.

SECTION 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 6. Effective Date.

This Ordinance shall take effect and be enforced thirty days after the date of its adoption, and prior to the expiration of fifteen days from the passage thereof, the ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

THE FOREGOING ORDINANCE was introduced and first read at a regular meeting of the El Cerrito City Council on December 15, 2015, and approved by the following vote on December 15, 2015:

AYES:	Councilmembers Abelson, Bridges, Lyman, Quinto and Mayor Friedman
NOES:	None
ABSENT:	None
ABSTAIN:	None

ADOPTED AND ORDERED published at a regular meeting of the City Council held on January ____, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Gregory B. Lyman, Mayor

ATTEST:

Cheryl Morse, City Clerk

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on January _____, 2016.

Cheryl Morse, City Clerk

ORDINANCE CERTIFICATION

I, Cheryl Morse, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is the true and correct original Ordinance No. 2016-01 of the City of El Cerrito; that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on the ____th day of January, 2016; and that said Ordinance has been published and/or posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, this ____th day of January, 2016.

Cheryl Morse, City Clerk



AGENDA BILL

Agenda Item No. 5(C)

Date: January 19, 2016
To: El Cerrito City Council
From: Melissa Tigbao, Engineering Manager/Senior Engineer
Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Huber Park Improvements Project, City Project No. C3054

ACTION REQUESTED

Adopt a resolution which take the following actions:

- 1) Approve plans for the Huber Park Improvements Project;
- 2) Accept the three submitted bids; and
- 3) Authorize the City Manager to execute a contract in the amount of \$138,653.00 with HM Construction and to approve change orders in an amount not to exceed \$13,347.00 for the construction of the Huber Park Improvements Project.

BACKGROUND

The Huber Park Improvements Project consists of new picnic tables and grills, a toddler play structure, a new sandbox, the resurfacing of the basketball court (with new backboards, rims, basketball nets and striping for basketball four-square and futsal), refurbishing the existing concrete slide, accessibility upgrades and furnishings, and minor drainage improvements and repairs. City Staff held community meetings in November 2014 and April 2015 and made a presentation to the Parks & Recreation Committee in March 2015 and July 2015 to receive feedback on current needs and project components.

The project was advertised for bid in the West County Times on November 6 and November 9, 2015. Additionally, the Notice Inviting Bids was sent to contractors from the City's current list of contractors who have the required licensing for the work involved in this project as well as two contractor building exchanges. The project was also posted on the City's website. Two mandatory pre-bid meetings were held on-site, and subsequently, two addenda were issued and all prospective bidders were notified.

ANALYSIS

Three bids were received on December 1, 2015. The following table outlines the results for these bids:

Agenda Item No. 5(C)

Name and Location of Bidder	Base Bid	Additive Bid Item A.9	Grand Total
HM Construction, Hercules	\$135,153.00	\$3,500.00	\$138,653.00
RE Schultz Construction Services, Silverado	\$139,497.00	\$8,400.00	\$147,897.00
G&G Builders, Inc., Livermore	\$171,241.02	\$17,948.72	\$189,189.74
Engineer's Estimate	\$136,000.00	\$3,600.00	\$139,600.00

The low base bid of \$135,153.00 is slightly less than the Engineer's Estimate of \$136,000. In addition to the base bid items, one additional bid item, Item A.9 Extend Handrails, will be awarded in the amount of \$3,500.00. Staff believes this is a reasonable bid for the type and size of the work involved in this project.

Staff recommends that the City Council award a construction contract in the amount of \$138,653.00 to HM Construction as the lowest responsive, responsible bidder.

STRATEGIC PLAN CONSIDERATIONS

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

- Goal A – *Deliver exemplary government services*, by working with the community through the design process to develop and strengthen relationships with public partners, residents and community groups; and
- Goal C – *Deepen a sense of place and community identity* by encouraging civic involvement and by promoting and developing recreational activities for residents of all backgrounds; and
- 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 city facility.

ENVIRONMENTAL CONSIDERATIONS

The project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15303 New Construction or Conversion of Small Structures) because the project is a repair to an existing facility as well as installation of small new equipment 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 Huber Park Improvements Project, No. C3054, is funded by the East Bay Regional Park District's Measure WW. The current project budget is \$174,000 as summarized below. Funding of \$156,000 is included in the City's Adopted Fiscal Year (FY) 2015-16 Budget in an allocation from the Capital Improvements Fund.

Design	\$ 22,000
Construction	\$ 138,653
Construction Contingency	\$ 13,347
Construction Inspection/Testing	TBD
TOTAL	\$ 174,000

The current budget includes slightly less than 10 percent contingency for the construction contract. While the construction management will mostly be done by City staff, some costs are anticipated. As such, City staff will be requesting that the Park & Recreation Commission prioritize additional Measure WW funding for this project to provide for additional contingency and limited construction inspection and testing services that cannot be completed by City staff.

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

RESOLUTION 2016-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING PLANS FOR THE HUBER PARK IMPROVEMENTS PROJECT, CITY PROJECT NO. C3054; ACCEPTING THREE SUBMITTED BIDS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HM CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$138,653.00 AND TO APPROVE CHANGE ORDERS IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$13,347.00 FOR THE CONSTRUCTION OF THE HUBER PARK IMPROVEMENTS PROJECT

WHEREAS, the Huber Park Improvements Project consists of new picnic tables and grills, a toddler play structure, a new sandbox, the resurfacing of the basketball court (with new backboards, rims, nets and striping for basketball four-square and futsal), refurbishing the existing concrete slide, accessibility upgrades and furnishings, and minor drainage improvements and repairs; and

WHEREAS, City Staff held community meetings in November 2014 and April 2015 as well as presented at the Parks & Recreation Committee Meetings in March 2015 and July 2015 to receive feedback on the current needs; and

WHEREAS, the project was advertised in the West Contra Costa Times on November 6 and 9, 2015, and additionally the Notice Inviting Bids was sent to contractors from the City's current list of contractors who have the required licensing for the work involved in this project, to two contractor building exchanges, and posted on the City's website; and

WHEREAS, three bids were received on December 1, 2015; and

WHEREAS, the lowest responsive, responsible bidder was HM Construction whose base bid was in the amount of \$135,153.00; and

WHEREAS, the project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction or Conversion of Small Structures) because the project is a repair to an existing facility as well as installation of small new equipment involving negligible or no expansion of use beyond that presently existing, and is additionally exempt under Section 15301 (Existing Facilities) because it involves restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety; and

WHEREAS, the Huber Park Improvements Project is funded by the East Bay Regional Park District's Measure WW, and funding of \$156,000 for the construction phase is included in the City's Adopted Fiscal Year (FY) 2015-16 Budget in an allocation from the Capital Improvements Fund.

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

- 1) Approves plans for the Huber Park Improvements Project;
- 2) Accepts the three submitted bids; and
- 3) Authorizes the City Manager to execute a contract in the amount of \$138,653.00 with HM Construction and to approve change orders in an amount not to exceed \$13,347.00 for the construction of the Huber Park Improvements Project.

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

I CERTIFY that at a regular meeting on January 19, 2016 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 January XX, 2016.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor



AGENDA BILL

Agenda Item No. 5(D)

Date: January 19, 2015

To: El Cerrito City Council

From: Stephen Prée, Environmental Programs Manager/ City Arborist
Maria Sanders Operations + Environmental Services Division Manager
Yvetteh Ortiz, Public Works Director/City Engineer

Subject: Approve an Agreement with West Coast Arborists, Inc. for Tree Pruning, Removal and Maintenance Services

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to execute an agreement with West Coast Arborists, Inc. to provide tree pruning, maintenance services and removal and of City trees in an amount not to exceed \$70,000 for a contract term ending June 30, 2016.

BACKGROUND

Historically, the City has planned to maintain its 10,000 trees on a four-year pruning rotation cycle, also known as a “grid” pruning strategy, which requires at least 2,500 trees to be pruned annually. This approach is effective, economical and is common practice within municipal arboriculture when trees have received regular maintenance pruning every three to five years. On August 19, 2014, the City Council approved a \$100,000 contract with West Coast Arborists (WCA) for grid pruning, as well as removal and hazardous tree services,. At that time, staff calculated that an effective grid pruning contract would require approximately \$220,000 per year in order to achieve a four-year pruning rotation, or \$175,000 per year to initiate a five year pruning cycle. However, when pruning becomes deferred beyond three to five years, certain fast growing tree species, young trees, and species prone to limb failure begin to exhibit unacceptable growth, hazards, or failures that require immediate pruning or removal services. These more extensive remediation services to individual trees outside of the regular pruning zone cost more than work inside the zone and detract from completing work inside the zone. Additionally, the overall condition of the City’s urban forest has declined due to the long-term drought. Both these factors--the drought and deferred tree maintenance—have resulted in an increase in the number of service requests, tree failures, and hazard tree mitigation. From January 2013 to the present, these types of service requests have exhausted the tree budget before grid pruning in Pruning Zone One could be completed. In fact, since January 1, 2013, fewer than 25% of all City trees have been serviced by pruning or removal.

Agenda Item No. 5(D)

In Fiscal Year (FY) 2015-16, \$145,000 in funding has been allocated for City tree services. This includes an additional mid-year appropriation of \$35,000 approved by the City Council in November 2015 (Resolution 2015-66) to address tree hazard reduction work in various City parks. As a result, City staff is pursuing a variety of contract approaches to expedite pruning, hazard remediation, and removal for those City trees with the most outstanding maintenance needs, according to current tree inventory assessments, service requests, and other assessments by consultants and the City Arborist. Some of this work is already completed or under way with the award of three separate competitively bid contracts to address hazardous City trees in parks and on streets as follows:

1. West Coast Arborists: tree hazard mitigation work at Arlington Park for \$23,632. Status: completed (work associated with Resolution 2015-66).
2. A Plus Tree Service: tree hazard mitigation at Canyon Trail Park and Dorothy Rosenberg Memorial Park for \$11,368. Status: in progress (work associated with Resolution 2015-66).
3. The Professional Tree Care Company: hazardous street tree pruning and on-call emergency tree work for \$25,000. Status: in progress.

ANALYSIS

On December 3, 2015, the City released a Request for Proposals (RFP) from qualified contractors to perform routine pruning, tree removal, and hazard mitigation services. The RFP was posted to the City's website and a notice inviting proposals was emailed directly to eight tree service contractors. The RFP requested proposals for services for an agreement term through June 30, 2016. Proposing contractors were required to provide pricing for a variety of specific tree pruning or removal activities based on tree size and the International Society of Arboriculture pruning standards and specifications. These specifications were included in the RFP and contract to provide clear performance standards for mutual reference.

Proposers were required to provide service unit costs comprised of individual tree service activity according to tree size and service type (e.g. reduction, restoration, structure; individual tree removal by size; and regular grid pruning). The City received proposals from four qualified companies by the December 22, 2015 due date. The average unit price for each proposal is as follows:

1. West Coast Arborists: \$286
2. A Plus Tree Service: \$446
3. New Image Landscaping: \$460
4. Professional Tree Care: \$671

Staff interviewed the two most competitive proposers: WCA and A Plus Tree Care. As the lowest bidder, WCA is being recommended by staff for award of contract. A variety of tree pruning, hazard mitigation, and tree removal services throughout the City will be completed with this contract ranging in price from \$99 to \$1,900 per unit, with a

Agenda Item No. 5(D)

contingency for emergency call-out work if required. The average service unit price proposed by WCA (\$286) is just \$16 higher than the average service unit price (\$270) in WCA's previous contracts with the City in FY 2013-14 and 2014-15.

The recommendation to award the contract to WCA is also based on the company's demonstrated experience in municipal tree pruning, removal and maintenance services, the experience of key personnel, customer references, and required licensing and certifications. In addition, WCA's work order and record keeping database, Arbor Access, integrates with the City's existing tree inventory, allowing the City to easily keep its tree inventory up to date.

WCA is a California based company that has been in business since 1972. WCA maintains trees in the Bay Area cities of Alameda, Atherton, Berkeley, Concord, Dublin, Palo Alto, Pleasanton, Menlo Park, Milpitas, Sunnyvale Union City and others. WCA has successfully provided El Cerrito with tree pruning and removal services since 2011.

STRATEGIC PLAN AND ENVIRONMENTAL CONSIDERATIONS

Approval of the proposed agreement 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 City trees;
- Goal E – *Ensure the public's health and safety* by minimizing City tree hazards: and
- Goal F- *Foster Environmental Sustainability Citywide* by sequestering carbon, retaining storm water and improving air quality.

FINANCIAL CONSIDERATIONS

Funding of \$70,000 is available in the Fiscal Year (FY) 2015-16 Adopted Budget in an allocation of \$38,000 from the General Fund and an allocation of \$32,000 from the Landscape and Lighting Assessment District (LLAD) Fund for Landscape Maintenance Services.

Although the most urgent known tree needs will be met, the current level of funding is not sufficient to maintain the City's urban forest. Additional funding will need to be identified for the future if the City is to maintain all City trees on a four to five year cycle, which is the industry standard.

LEGAL CONSIDERATIONS

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

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Accompanying Resolution
2. Proposed General Services Agreement

RESOLUTION 2016-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE PRUNING, REMOVAL AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$70,000 FOR A CONTRACT TERM THROUGH JUNE 30, 2016

WHEREAS, the City of El Cerrito (City) is responsible for maintaining its trees in the public right-of-way, in parks and on City property; and

WHEREAS, the City released a Request for Proposals (RFP) from qualified contractors to perform routine pruning and removal of those City trees with the most outstanding maintenance needs as determined by the City Arborist according to current tree inventory assessments and service requests; and

WHEREAS, the RFP was posted to the City's website and a notice inviting proposals was emailed directly to eight tree service contractors; and

WHEREAS, proposing contractors were required to provide pricing for a variety of specific tree pruning or removal activities based on tree size and the International Society of Arboriculture pruning standard types and specifications; and

WHEREAS, the City received four proposals from qualified companies by the December 22, 2015 due date; and

WHEREAS, City staff interviewed the two most competitive proposers and West Coast Arborists (WCA) was selected based on the company's demonstrated experience in municipal tree pruning, removal and maintenance services, experience of key personnel, customer references, required licensing and certifications, cost competitiveness and the ability of the contractor's work order and record keeping database program to interface with the City's existing tree inventory; and

WHEREAS, WCA is a California based company that has been in business since 1972 and maintains trees in the Bay Area cities of Alameda, Atherton, Berkeley, Concord, Dublin, Palo Alto, Pleasanton, Menlo Park, Milpitas, Sunnyvale Union City and others. WCA has successfully provided El Cerrito with tree pruning and removal services since 2011; and

WHEREAS, funding is available in the Fiscal Year 2015-16 Adopted Budget in an allocation of \$38,000 from the General Fund and \$32,000 from the Landscape and Lighting Assessment District (LLAD) Fund for Landscape Maintenance Services.

Agenda Item No. 5(D)

Attachment 1

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito, authorizes the City Manager to execute an agreement with West Coast Arborists, Incorporated for tree pruning, removal and maintenance services in an amount not to exceed \$70,000 for a term through June 30, 2016.

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

I CERTIFY that at a regular meeting on January 19, 2016, 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 January __, 2016.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF EL CERRITO AND**

This agreement for General Services ("Agreement") is entered into on _____ (the "Effective Date") between the CITY OF EL CERRITO, a municipal corporation, with offices located at 10890 San Pablo Avenue, El Cerrito, California ("City") and _____ ("Contractor") (together sometimes referred to as the "Parties").

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end ____ (__) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. If the performance of the Scope of Services extends beyond the ____ (__) year term of this Agreement, then the term of this Agreement shall be extended solely for and until completion of the Scope of Services.
- 1.2 **Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein. Total compensation for work performed under this Agreement, **NOT TO EXCEED** _____ (\$_____).

- 2.1 **Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

- 3.1** Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.
- 3.2** City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.
- 5.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 **Professional Liability Insurance.** (Required for all Licensed Contractors performing design work) Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.
- 5.5 **All Policies Requirements.**
 - 5.5.1 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.
 - 5.5.2 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 5.6 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of

subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 6.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENTS.

- 8.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 8.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 8.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 8.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.
- 8.5 **Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code § 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 9. MODIFICATION.

- 9.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 9.2 **Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.
- 9.3 **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.
- 9.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 9.5 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 9.5.1 Immediately terminate the Agreement;
 - 9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;
 - 9.5.3 Retain a different Contractor to complete the Services not finished by Contractor;
or
 - 9.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.
- 10.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 10.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all

reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

- I. **11.1** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.
- II. **11.2** Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

- 12.1** Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.
- 12.2** Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.
- 12.5** Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 12.8** Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9** Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Contract Administration.** This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.
- 13.6 **Notices.** Any written notice to Contractor shall be sent to:
- [CONTRACTOR'S NAME, ADDRESS]
- Any written notice to City shall be sent to:
- [NAME, TITLE]
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
- 13.7 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.8 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.9 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to

change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF EL CERRITO

CONTRACTOR

Date: _____

Date: _____

Scott Hanin, City Manager

[NAME, TITLE]

Attest:

Cheryl Morse
City Clerk

Approved as to Form:

Sky Woodruff
City Attorney

ATTACHMENT 2

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

A. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

B. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation. Any outdoor smoking is prohibited per City ordinance.

C. Hours of Operation

The Contractor shall conform operations to the hours between 7:00 AM and 5:00 PM, during the life of the contract. The Contractor shall conform his operations to the hours of 9:00 a.m. to 3:00 p.m. to medians and roadside strips. The use of power equipment or other work close to residential areas that results in noises shall *not be permitted before 8:00 AM*. Any exception shall only be authorized with prior approval of the City Representative.

D. Repairs and Corrective Actions

Contractor shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request after notification to the City. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

E. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. , ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

F. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police, Fire, and Community Development Departments shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic.

On San Pablo Avenue, a minimum of two (paved) traffic lanes, not less than 12 ft. wide per lane, in each direction shall remain open for use by public traffic at all times during the course of the work. When construction operations are not actively in progress, no lane or shoulder closure is permitted.

It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the Manager has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be in accordance with the State of California Standard Specifications Section 12, "Construction Area Traffic Control Devices" and the provisions specified herein. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety. Contractor at his own expense shall ensure proper signage, as approved by the City Representative, during lane closures.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to

its original location. Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder, sidewalk, pathway and parking lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the City Representative within the limits of the City right-of-way.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

G. Adjacent Properties

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

H. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

I. City Noise Ordinance

The Contractor and any subcontractor shall at all times conform their operations with the requirement of the City Of El Cerrito's Noise Ordinance (ECMC, Chapter 19.21.050 Performance Standards).

J. Monthly Progress Reports

The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:

Description of work performed, tree location (street address and side), tree species, dbh, and tree condition.

K. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once every 2 weeks during the life of this contract to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process.

L. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

M. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Tree Pruning

Tree pruning removal and maintenance services shall be performed according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Up to 30% crown removal may be accepted for *Ulmus parvifolia* or other special species after consultation with the City Arborist.

Standard 3: Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (*Ulmus* spp.). Disinfectants should be used before and after pruning individual trees..

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

Standard 7: Wildlife Protection: Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Arborist various methods, tools, and work scheduling to be used on the project. Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M.

Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Limbs one inch (1") in diameter or greater shall be removed with a series of three (compound) cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the branch junction. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the branch junction than the first. Make the final cut just outside the branch collar in a manner that will stimulate rapid callus growth that will cover the wound.

Removal from a tree of branches three and one-half inches (3.5") or larger in diameter, unless dead, broken or cracked, require prior approval by the City Arborist and once cut, shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Arborist. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

Contractor shall provide the highest quality of Tree Pruning, Removal and Maintenance services. The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of

Arboriculture Pruning Standards (BMPs) , ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

Full compensation for conforming to the requirements of this Specification shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

B. Description of Work

The bidding Contractor shall provide pricing to the City for the following work descriptions that will be used during the contract period by the City and the Contractor:

1.) Pruning for Structure: Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

2.) Pruning to Raise: Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.

3.) Pruning to Clean: Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches ½" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

4.) Pruning to Reduce: Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation form buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.

5.) Pruning to Restore: Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified.

6.) Grid Pruning consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

7.) Emergency Response consists of a two person crew, an aerial lift truck and chipper and follows the terms described in F. below. Hourly rate shall be based on one direction of travel time.

C. Tree and Stump Removal

Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 days prior to stump grinding.
4. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
5. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: *A. Tree Pruning, Standard 7, above*
6. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
7. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
8. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).

9. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

10. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

D. Public Noticing of Tree Pruning or Removal Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Resident and business notifications shall be made in the form of City approved door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed. Nailing or stapling notices on trees is not permitted; contractor is responsible to remove all posting within 2 hours of work completion.

E. Clean up and Debris Disposal

Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Arborist or his authorized representative shall be the sole judge as to the adequacy of the clean up.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed.

F. Emergency Response

The Contractor *may* be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call. Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be

required to notify the responsible utility company. Work performed under the emergency provision of this contract shall include all labor, tools equipment, disposal fees and necessary materials.

G. Licensing and Labor

All firms submitting proposals must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

All proposing contractors must comply with the *Prevailing Wage* terms as outlined in 5 above.

The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Demonstrated knowledge of tree care and related operations.
- Current licenses for operation of equipment utilized by such employee.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- American Red Cross Standard First Aid training (minimum of one member of each crew).
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

H. Equipment

Included in the contract bid the Contractor shall provide a list of equipment and machinery to be used for this project, including make, year, serial number and license numbers and contractor shall provide current OSHA certification of aerial equipment to be used throughout the term of this project.

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.

I. Record Keeping

The Contractor shall provide a record of work performed either in a format that is compatible and consistent with the City's tree inventory such as TreeKeeper7, Arbor Access or Excel. The Contractor will specify the format type in the proposal.

The record shall include the street address, street side, tree species, dbh, condition and a brief description of work performed. The record shall be kept current within 3 business days

of work. Tree/site specific backup data containing these same fields in an Excel spreadsheet shall accompany the invoicing for the work period.

J. Accident Investigation

Any duty-related incident which results in any personal or property injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

K. Inspections

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. The Contractor may be required to provide the City's designated representative, with an advance written schedule of all daily tree maintenance operations and work locations.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

L. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- 4) A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- 5) Property damage that resulted from an incident.

ATTACHMENT 4 – Proposer’s Statement of Qualification Form

An electronic copy of this form in MS Word has been posted to the City’s website at <http://www.el-cerrito.org/Bids.aspx>.

1) Contractor is providing a proposal to perform work on the following Landscape Maintenance Bundle(s):

Note: bidding on both bundles requires concurrent work by two 3 person crews.

_____ **Bundle A:** North of Moeser Lane (~ 140 trees targeted)

_____ **Bundle B:** Moeser Lane and South of Moeser Lane (~ 150 trees targeted)

2) Contractor Information

Name of Contractor: _____

Primary Contact: _____

Title of Primary Contact: _____

Legal Address of Contractor: _____

Primary Contact Phone Number: _____ Email Address _____

Contractor’s License Number: _____ Class: _____

Contractor’s DIR Registration Number: _____

Contractor’s Signature: _____



AGENDA BILL

Agenda Item No. 5(E)

Date: January 19, 2016

To: El Cerrito City Council

From: Stephen Prée, Environmental Programs Manager/ City Arborist
Maria Sanders, Interim Operations + Environmental Services Manager
Yvetteh Ortiz, Public Works Director/City Engineer

Subject: Tree Committee Reappointments

ACTION REQUESTED

Approve a Tree Committee recommendation to reappoint Ralph Boniello, Steve Price and Mike Srago to the Tree Committee for four year terms.

DISCUSSION

The enabling legislation for the City's Tree Committee, Resolution 2007-96, authorizes a term of 4 years for Tree Committee members. The terms for three Tree Committee members--Ralph Boniello, Steve Price and Mike Srago expired on January 1, 2016. All have expressed an interest in continuing to serve on the Tree Committee. The Tree Committee voted unanimously to recommend Mr. Boniello, Mr. Price and Mr. Srago for reappointment at its regular meeting on December 14, 2015.

Dr. Boniello, Mr. Price and Dr. Srago have each been contributing members of the Tree Committee since their original appointments in September 2012, when the Tree Committee was formed. Dr. Boniello, Mr. Price and Dr. Srago worked with the Tree Committee in 2013/14 to secure and fulfill two separate grants from the Invest from the Ground Up Program with Cal Fire/US Forest Service for planting street trees and for an outreach brochure to businesses. Dr. Boniello and Mr. Price both worked regularly over several months in 2014/15 with the Environmental Programs Manager/City Arborist to refine and update the City Tree List. Dr. Srago and Dr. Boniello continue their work to help implement the Tree Committee's annual work plan.

Ralph Boniello received a Ph.D. in Environmental Science, Policy and Management with an emphasis in Forestry from U.C. Berkeley. Dr. Boniello has continued Forestry research work as a research fellow for U.C. Berkeley and is self-employed as an environmental consultant. Steve Price has contributed to building El Cerrito's urban forest since the early 1990s, when he was instrumental in organizing community plantings of over 800 trees on the Ohlone Greenway. He has won several awards for his work across the United States to provide local governments visualizations of urban development that restores walkability to neighborhoods. Mike Srago received a Ph.D. in Forestry from the University of California, Berkeley. Dr. Srago is retired from the US

Forest Service where he served as Assistant Director of the Western Region. He is the El Cerrito Community Emergency Response Team (CERT) Area 7 Coordinator.

If the Council approves this recommendation, the number of Committee members will be eight out of a total possible membership of fifteen, as established by Council.

STRATEGIC PLAN CONSIDERATIONS

The work of the Tree Committee helps the City realize the following goals of the El Cerrito Strategic Plan:

- Goal C to “Deepen a sense of place and community identity”
- Goal F to “Foster environmental sustainability citywide”

As stated in its enabling Resolution 2007-96, the Tree Committee was established to assist the City in its “stewardship of its urban forest, including establishing a citywide commitment to a healthy, growing forest, and creating a coordinated, high quality forestry management program.”

Reviewed by:

A handwritten signature in blue ink, appearing to read 'S. Hanin', is written over a horizontal line.

Scott Hanin, City Manager

Attachments:

1. Ralph Boniello Application
2. Steve Price Application
3. Mike Srago Application
4. Resolution 2007-96



**January 19, 2016
Regular City Council Meeting**

**Agenda Item No. 5(E)
Tree Committee Appointments
Attachments 1-3 Applications**

Hardcopies are available for review at:

Office of the City Clerk
10890 San Pablo Avenue
El Cerrito, CA
(510) 215-4305

and

The El Cerrito Library
6510 Stockton Avenue
El Cerrito, CA

RESOLUTION 2007-96

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CREATING THE EL CERRITO TREE COMMITTEE.

WHEREAS, in 2004 the City Council revised El Cerrito Municipal Code Section 10.90, Obstruction of Views by Trees on Private Property, repealing the duties of the established Tree Commission; and

WHEREAS, in 2005 the City Council conducted a review of all City Boards, Commissions and Committees and indicated that an advisory body of the City Council dedicated to trees should remain; and

WHEREAS, in 2007 the Urban Forest Management Plan completed by Vallier Design Associates identified several goals for the stewardship of the urban forest, including establishing a citywide commitment to a healthy, growing forest, and creating a coordinated, high quality forestry management program including a Community Tree Committee; and

WHEREAS, such a committee would not only serve in an advisory capacity to the City Council regarding trees, but would also be charged with the education of residents in the proper planting and maintenance of trees throughout the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby establishes a Tree Committee, with the necessary staff liaison assigned by the City Manager, with the following duties and responsibilities:

- To serve in an advisory capacity to the City Council, other commissions, and the citizens of the City with regard to the growth, maintenance, and location of trees within the City;
- To recommend programs, policies, and ordinances to implement and promote the City's Master Street Tree Plan and Urban Forest Management Plan and to coordinate with the Public Works staff regarding management and maintenance efforts;
- Promote and foster public awareness, education, interest and support for urban forestry efforts, foster volunteer opportunities for tree planting and irrigation along the city's streets and in residential front yards, and educate El Cerrito residents regarding selecting, planting and maintaining trees; and
- Promote and foster public awareness and education about potential hazards of trees near underground and above ground utilities and the appropriate tree species for avoiding such hazards.

BE IT FURTHER RESOLVED, that this Committee shall meet monthly and will be open to all El Cerrito residents with knowledge of, concern about, and/or participation in issues affecting the City's urban tree population.

BE IT FURTHER RESOLVED, that the terms for members of this Committee are four years, commencing on January 1st unless a member is removed from office pursuant to Section 2.04.220 of the El Cerrito Municipal Code, with the membership being divided into equal groups appointed in consecutive years. Members serve at the pleasure of the City Council and may be removed by a majority of the City Council.

* * * * *

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

I CERTIFY that at a regular meeting on November 19, 2007 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	Councilmembers Abelson, Jones, Potter and Mayor Moore
NOES:	None
ABSENT:	Councilmember Bridges

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on November 27, 2007.

Cheryl Morse, City Clerk

APPROVED:

Letitia D. Moore, Mayor



AGENDA BILL

Agenda Item No. 7(A)

Date: January 19, 2016

To: City Council of the City of El Cerrito
El Cerrito Redevelopment Successor Agency

From: Melanie Mintz, Community Development Director
Lisa Malek-Zadeh, Finance Director/City Treasurer

Subject: Review and Authorization to Submit the Draft Recognized Obligations
Payment Schedule 16-17 (July 1, 2016 - June 30, 2017)

ACTION REQUESTED

Adopt a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule 16-17 and approving inclusion on the Recognized Obligation Payment Schedule reimbursement to the City for Streetscape Improvements made pursuant to an approved Redevelopment project plan for infrastructure improvements.

BACKGROUND

Recognized Obligation Payment Schedules

ABx1 26 (Dissolution Act) dissolved the El Cerrito Redevelopment Agency (RDA) and established the El Cerrito Redevelopment Successor Agency (Successor Agency) on February 1, 2012. Under the Dissolution Act, the portion of property tax revenues collected in the City of El Cerrito Redevelopment Project Area (Project Area) that was considered Tax Increment prior to the RDA's dissolution are called Redevelopment Property Tax and are deposited by the County Auditor-Controller (Auditor-Controller) into the Redevelopment Property Tax Trust Fund (RPTTF). The Auditor-Controller distributes the funds in the RPTTF with the following priority:

1. Auditor-Controller's administrative costs
2. Pass-through payments to the taxing entities affected by the Redevelopment Plan for the Project Area, calculated the same as prior to RDA dissolution
3. Distribution to the Successor Agency to retire the former RDA's obligations
4. Repayment of loans from the Housing Fund (starting in FY 2014-15)
5. Distribution of residual funds to taxing entities

Beginning with the current ROPS period, the Successor Agency must review and authorize submittal of a Recognized Obligation Schedule (ROPS) for each fiscal year. Each ROPS must then be approved by the Oversight Board to the Successor Agency (Oversight Board) and the California Department of Finance (DOF) before the Auditor-Controller disburses funding for payments on the approved ROPS.

Agenda Item No. 7(A)

The schedule being reviewed this evening is the draft ROPS 16-17 covering payments due during the period of July 2016 to June 2017. The Successor Agency must submit ROPS 16-17 approved by the Oversight Board to DOF no later than February 1, 2016. The Oversight Board is scheduled to consider ROPS 16-17 at its upcoming special meeting on January 25, 2015. After submittal, DOF then has until April 15th to review the ROPS and approve or disapprove of any items. The Successor Agency can request additional review by DOF and an opportunity to meet and confer on disputed items, and must make that request within five business days of receiving a DOF determination. The DOF is required to notify the Successor Agency and Auditor-Controller of its final determination of the approved payments at least 15 days prior to the first distribution date of RPTTF for the ROPS, which is June 1st. RPTTF will continue to be distributed twice annually, on June 1st and January 2nd of each year. The annual ROPS can be amended once per year as long as the amendment is received by DOF before October 1st of the applicable fiscal year.

FINANCIAL CONSIDERATIONS

The proposed ROPS 15-16B is Exhibit A to the attached Successor Agency resolution, authorizing its submittal. It includes: 1) A summary of the funding request; 2) An itemized listing of obligations (“ROPS Detail”); 3) A report of cash balances; and 4) A reconciliation of prior payments and resulting adjustments (“Prior Period Adjustments”).

Obligations with remaining outstanding balances are included on ROPS 16-17, whether previously approved by DOF or in dispute. They are as follows:

- Tax Allocation Bond Debt Service (\$2,296,218): Payments totaling \$285,609 are due to the trustee Union Bank by January 2017, but the Agency has recorded 50 percent of the annual debt service on the ROPS 16-17 A, which creates a surplus of \$862,500 which is carried over to ROPS 16-17 B.
- Valente Note (\$288,216): Payment is due on March 5, 2017.
- San Pablo Avenue Streetscape and Streetlights (\$431,599): In the process of closing out multi-year capital improvement projects, it was determined that commitments of tax increment by the RDA to the City were not transferred to the Capital Improvement Fund, but were relied upon for letting construction contracts. While the commitment of tax increment not transferred by the RDA totaled \$956,511, the City was able to reduce project costs and only \$431,599 of the commitment remains outstanding. This continues to be recorded on the ROPS, although DOF has denied this item in the past. SB 107, which amended the Dissolution Statute effective September 22, 2015, included new language that makes clear that any agreement entered into by the former Redevelopment Agency prior to June 28, 2011 is an enforceable obligation if the agreement relates to State Highway infrastructure improvements that the Redevelopment committed funds pursuant to Section 33445. The San Pablo Avenue Streetscape improvements qualifies for repayment under this new language since San Pablo is a State Designated Highway and the Redevelopment Agency committed funds to the project prior to June 28, 2011 and pursuant to Section 33445.
- ERAF and SERAF Loans (\$180,060): Pursuant to Successor Agency Resolution No. 2014-01 and Oversight Board Resolution No. 2014-03, and

Agenda Item No. 7(A)

consistent with the approved SERAF/ERAF Loan Repayment Schedule, an annual repayment amount is listed on the ROPS.

- FY 2016-17 Administrative Allowance (\$250,000): One half of the Successor Agency's administrative allowance is included in each six month period on the ROPS.
- Expenditure of Bond Proceeds (\$400,243): When the Redevelopment Agency was dissolved, it was holding \$400,243 in unexpended bond proceeds from a 2003 bond issuance. The Dissolution Statute provides that unexpended bond proceeds can be used for purposes consistent with the bond covenants once the Successor Agency has received a Finding of Completion. The Successor Agency received its Finding of Completion in December. The bond proceeds were originally transferred to the Municipal Services Corporation prior to dissolution to be used consistent with the bond covenants. The Municipal Services Corporation spent \$273,000 of the bond proceeds in the form of a grant to the City for the acquisition of emergency police radios and an additional \$15,000 for street banners and signage along San Pablo Avenue. The remaining bond proceeds are proposed to be transferred to the City to be used for infrastructure improvements within the redevelopment project area consistent with the bond covenants.

The total amount of RPTTF funding required for ROPS 16-17 is estimated to be \$3,846,336.

LEGAL CONSIDERATIONS

All actions being requested are consistent with the Dissolution Act, as amended and have been reviewed by the Agency attorney.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Successor Agency Resolution 2016-XX

SUCCESSOR AGENCY RESOLUTION 2016–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ACTING AS THE EL CERRITO REDEVELOPMENT AGENCY SUCCESSOR AGENCY AUTHORIZING SUBMITTAL OF THE DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE 16-17, AS REQUIRED UNDER THE DISSOLUTION ACT AND APPROVING INCLUSION ON THE ROPS OF REIMBURSEMENT TO THE CITY FOR STREETSCAPE IMPROVEMENTS MADE PURSUANT TO AN APPROVED REDEVELOPMENT PROJECT PLAN FOR INFRASTRUCTURE IMPROVEMENTS

WHEREAS, pursuant to the California Community Redevelopment Law (the “Redevelopment Law”), the City Council (the “City Council”) of the City of El Cerrito (the “City”) adopted the Redevelopment Plan for the City of El Cerrito Redevelopment Project Area by Ordinance No. 77-17, as amended by Ordinances No. 80-13; No. 89-5; No. 94-4; No. 2004-3; No. 2005-01; and No. 2006-10 (collectively, the “Redevelopment Plan”); and

WHEREAS, the El Cerrito Redevelopment Agency (the “RDA”) was responsible for implementation of the Redevelopment Plan; and

WHEREAS, as part of the 2011-12 State budget bill, ABx1 26 (the “Dissolution Act”) was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment of successor agencies to wind down the former redevelopment agencies’ affairs; and

WHEREAS, on August 15, 2011, pursuant to the Dissolution Act, the City elected to serve as the El Cerrito Redevelopment Agency Successor Agency (the “Successor Agency”), should the RDA be dissolved; and

WHEREAS, California redevelopment agencies were dissolved on February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, upon dissolution, the RDA transferred as a matter of law all remaining liabilities, debts and obligations to the Successor Agency; and transferred all unencumbered funds and assets to the Successor Agency’s Redevelopment Obligation Retirement Fund (the “RORF”), for disposition and/or use by the Successor Agency to retire RDA debt and pay for RDA obligations; and

WHEREAS, pursuant to the Dissolution Act, the Contra Costa County Auditor Controller (the “Auditor-Controller”) established the Redevelopment Property Tax Trust Fund (the “RPTTF”) to hold Redevelopment Property Tax collected from the City of El Cerrito Redevelopment Project Area to be disbursed to the Successor Agency for payment of its enforceable obligations and to taxing entities affected by the Redevelopment Plan; and

WHEREAS, SB 107 was enacted on September 22, 2015 modifying the Dissolution Act to require the Successor Agency to submit an Oversight Board approved annual Recognized Obligations Payment Schedule 16-17 (“ROPS 16-17”) covering the period July 1, 2016 through June 30, 2017 to the Department of Finance (the “DOF”) by February 1, 2016; and

WHEREAS, the Oversight Board to the Successor Agency to the El Cerrito Redevelopment Agency (the “Oversight Board”) was formed on April 4, 2012; and

WHEREAS, the Successor Agency has reviewed the draft ROPS 16-17 that was prepared pursuant to the Dissolution Act and the Trailer Bill, which is attached and incorporated as Exhibit A to this Resolution, for submittal to the Oversight Board, the Auditor-Controller, and DOF; and

WHEREAS, the former Redevelopment Agency prior to its dissolution and prior to June 28, 2011 agreed to reimburse the City of El Cerrito for certain infrastructure improvements to San Pablo Avenue, a State Highway, to be completed in the Redevelopment Project Area and in accordance with the Former Redevelopment Agency’s Implementation Plan (“San Pablo Streetscape Improvements”); and

WHEREAS, at the time the Former Redevelopment Agency was dissolved, the Former Redevelopment Agency owed the City \$431,599 related to the San Pablo Streetscape Improvements; and

WHEREAS, SB 107 specifically provides at Section 34171(d)(2) that an agreement entered into by a Redevelopment Agency prior to June 28, 2011 is an enforceable obligation if it relates to State Highway Infrastructure improvements to which the Redevelopment Agency committed funds; and

WHEREAS, the Successor Agency has determined that the amounts owed to the City constitute an enforceable obligation pursuant to Section 34171(d)(2) to be listed on the ROPS 16-17; and

WHEREAS, the Successor Agency wishes to authorize Successor Agency staff to amend the ROPS 16-17 administratively to account for any additional changes made by the DOF to the ROPS form or changes made by the Oversight Board that occur after the Successor Agency’s consideration.

NOW THEREFORE, BE IT RESOLVED that the City El Cerrito Redevelopment Agency Successor Agency hereby finds the above recitals to be true and accurate.

BE IT FURTHER RESOLVED that the El Cerrito Redevelopment Agency Successor Agency authorizes the submittal of the draft Recognized Obligation Payment Schedule 16-17, attached hereto as Exhibit A, as required under the Dissolution Act, subject to such changes as may be necessary to accommodate changes in the DOF approved form and any changes made by the Oversight Board and any such changes to be approved by the City Manager.

BE IT FURTHER RESOLVED, the El Cerrito Redevelopment Agency Successor Agency authorizes the inclusion in the ROPS 16-17 of a reimbursement to the City of El Cerrito for the San Pablo Avenue Streetscape Improvement in the amount of \$431,599 in accordance with Section 34171(d)(2).

Agenda Item No. 7(A)
Attachment 1

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

I CERTIFY that at the regular meeting on January 19, 2016, the City Council of the City of El Cerrito acting as the El Cerrito Redevelopment Agency Successor Agency passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document on January 19 2016.

Cheryl Morse, City Clerk

APPROVED:

Gregory B. Lyman, Mayor

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency:

El Cerrito

County:

Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding				
A	Sources (B+C+D):	\$ 400,243	\$ 862,500	\$ 1,262,743
B	Bond Proceeds Funding	400,243	-	400,243
C	Reserve Balance Funding	-	862,500	862,500
D	Other Funding	-	-	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 1,884,768	\$ 698,825	\$ 2,583,593
F	Non-Administrative Costs	1,759,768	573,825	2,333,593
G	Administrative Costs	125,000	125,000	250,000
H	Current Period Enforceable Obligations (A+E):	\$ 2,285,011	\$ 1,561,325	\$ 3,846,336

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name

Title

/s/

Signature

Date

Note: CASH BALANCES WILL BE PROVIDED AT MEETING

El Cerrito Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail																																
July 1, 2016 through June 30, 2017																																
(Report Amounts in Whole Dollars)																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W										
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	16-17A					16-17A Total	16-17B					16-17B Total										
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)						RPTTF						Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					RPTTF				
											Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin					
1	Tax Allocation Bonds 1997 A	Bonds Issued On or Before 12/17/1997	7/1/2019	Union Bank	Refunding of prior TAB for Redev Projs	El Cerrito	\$ 20,150,762	\$ 1,514,500	N	\$ 3,846,336	\$ 400,243	\$ -	\$ -	\$ 1,759,768	\$ 125,000	\$ 2,285,011	\$ -	\$ 862,500	\$ -	\$ 573,825	\$ 125,000	\$ 1,561,325										
3	Tax Allocation Bonds 2004 A	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2023	Union Bank	Tax-exempt TAB for Infrastructure Projs	El Cerrito	9,209,283	N	\$ 1,264,942				254,375		\$ 254,375		220,000		34,375		\$ 254,375										
5	Tax Allocation Bonds 2004 B Hsg	Bonds Issued On or Before 12/31/10	10/21/2004	7/1/2023	Union Bank	Taxable TAB for L&M Hsg Projs	El Cerrito	3,939,070	N	\$ 502,526				251,263		\$ 251,263		165,000		86,263		\$ 251,263										
6	2009-10 SERAF Loan	SERAF/ERAF	2/16/2010	11/24/2024	City L&M Housing Fund	Funds advanced for SERAF payment	El Cerrito	574,971	N	\$ 58,683				58,683		\$ 58,683						\$ -										
7	2005-06 ERAF Loan	SERAF/ERAF	4/17/2006	11/24/2024	City L&M Housing Fund	Funds advanced for ERAF payment	El Cerrito	121,377	N	\$ 121,377				121,377		\$ 121,377						\$ -										
9	Valente Promissory Note	Third-Party Loans	3/5/2009	3/5/2024	George Valente	Loan for land acquisition	El Cerrito	1,609,709	N	\$ 288,216						\$ -				288,216		\$ 288,216										
11	Eden Housing Loan Agreement	OPA/DDA/Construction	9/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment contingent on DDA	El Cerrito		N																							
12	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of City of El Cerrito Redevelopment Plan	El Cerrito		N																							
18	Eden Housing Loan Agreement Post DDA	OPA/DDA/Construction	9/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment contingent on DDA	El Cerrito		N																							
19	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of Redevelopment Plan	El Cerrito		N																							
21	Litigation Cost/Cash Flow Loan Agreement	Legal	10/1/2013	6/30/2015	City of El Cerrito	Successor Agency litigation costs funded by ROPS 14-15B RPT and/or by City of El Cerrito Cash Flow Loan pursuant to H&S Code Section 34173(b).	El Cerrito		N	\$ -						\$ -						\$ -										
22	Eden Housing Loan Agreement Post DDA	OPA/DDA/Construction	9/17/2011	11/24/2024	Eden Housing	Undisbursed loan commitment contingent on DDA	El Cerrito		N																							
23	Cooperation Agreement	Project Management Costs	3/7/2011	11/24/2024	El Cerrito MSC	Implementation of Redevelopment Plan	El Cerrito		N																							
24	San Pablo Avenue Streetscape	OPA/DDA/Construction	7/1/2004	11/24/2024	City of El Cerrito	Undisbursed commitment for public improvements constructed in 2004-2011.	El Cerrito	431,599	N	431,599				431,599		431,599																
25	Administrative Allowance	Admin Costs	6/1/2014	7/31/2023	City of El Cerrito	Annual allowance	El Cerrito	2,250,000	N	\$ 250,000					125,000	\$ 125,000					125,000	\$ 125,000										
28	Expenditure of Bond Proceeds	Bonds Issued On or Before 12/31/10	1/1/2016	1/1/2016	City of El Cerrito	Distribute remaining bond proceeds back to the City for expenditure consistent with bond documents	El Cerrito	400,243	N	\$ 400,243	400,243					\$ 400,243						\$ -										
29									N	\$ -						\$ -						\$ -										
30									N	\$ -						\$ -						\$ -										
31									N	\$ -						\$ -						\$ -										
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El Cerrito Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances

(Report Amounts in Whole Dollars) NOTE: THIS SHEET WILL BE PROVIDED AT CITY COUNCIL MEETING

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see CASH BALANCE TIPS SHEET								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)								
1	Beginning Available Cash Balance (Actual 07/01/15)							
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015							
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)							
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
5	ROPS 15-16A RPTTF Balances Remaining	No entry required						
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ROPS 15-16B Estimate (01/01/16 - 06/30/16)								
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016							
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)							
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Note: CASH BALANCES WILL BE PROVIDED AT MEETING

El Cerrito Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017

[illegible]