



AGENDA

REGULAR CITY COUNCIL MEETING
Tuesday, December 16, 2014 – 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

7:00 p.m. CONVENE REGULAR CITY COUNCIL MEETING

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

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. PRESENTATION

A. Design Review Board Work Plan – *Presentation by Margaret Leighly, Chair of the Design Review Board.*

Receive a presentation regarding the Design Review Board's accomplishments, goals and workplan.

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

A. Minutes for Approval

Approve the December 2, 2014 City Council regular meeting minutes.

B. Proclamation Declaring December 2014 as Human Rights Month

At the request of the Human Relations Commission, approve a proclamation declaring December 2014 as Human Rights Month in the City of El Cerrito and encouraging all residents to study and promote the ideas contained in the Universal Declaration of Human Rights to the end that freedom, justice and equality will flourish and be made available to all.

C. Delegation of Authority to Execute California Department of Transportation (Caltrans) Documents to Receive Federal Funding

Adopt a resolution authorizing the City Manager and the Public Works Director/City Engineer to execute all Disadvantaged Business Enterprise (DBE) Agreements, Right-of-Way Certifications, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and any amendments thereto with the California Department of Transportation. *Exempt from CEQA.*

D. Reclassification in Aquatics Division of the Recreation Department

Adopt a resolution approving the reclassification of the Community Services Coordinator position in the Aquatics Division of the Recreation Department to Assistant Program Supervisor.

E. Quarterly Investment Report

Receive and file the City's Quarterly Investment Report for the period ending September 30, 2014.

6. PUBLIC HEARINGS

A. Join the Marin Clean Energy Joint Powers Authority and Implement a Community Choice Aggregation Program in El Cerrito

Conduct a public hearing and upon conclusion: 1) Adopt a resolution requesting membership in the Marin Clean Energy (MCE) Joint Powers Authority (JPA) and authorizing the City Manager to execute the JPA Agreement with MCE; and 2) Introduce by title, waive any further reading and approve an ordinance authorizing the implementation of a Community Choice Aggregation Program, approving the MCE JPA Agreement, and authorizing the City Manager to execute the JPA Agreement with MCE.

B. Approval of Various Zoning Ordinance Text Amendments

Conduct a public hearing and upon conclusion introduce by title, waive any further reading and approve an ordinance containing various changes to El Cerrito Municipal Code Chapters 19.06, 19.07, 19.46 and 19.47.

7. POLICY MATTERS

A. Draft 2015–2023 Housing Element Update

Receive a staff presentation pertaining to the Draft 2015–2023 Housing Element, provide comment on the Draft Housing Element and authorize submittal of the Draft Housing Element to the State Department of Housing and Community Development (HCD) for State-level review as required pursuant to California Government Code Section 65300.

B. Annual Council Liaison Reorganization and Appointments

Discuss appointment of City Council members to regional bodies and local boards, commissions and committees and approve appointments for 2015.

8. COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENT REPORTS

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

9. ADJOURN REGULAR CITY COUNCIL MEETING

The next regular City Council meeting is Tuesday, January 6, 2014 at 7:00 p.m. at City Hall, 10890 San Pablo Avenue, El Cerrito, California.

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.



Design Review Board Work Plan 2015

Design Review Board

Mission Statement

The purpose of Design Review is to:

- Preserve and enhance the character of El Cerrito's existing neighborhoods.
- Ensure that new development, construction and exterior improvements are consistent with the General Plan.
- Encourage high quality design, well-crafted and maintained buildings and landscaping through the use of higher quality building materials.
- Focus on the design and execution of building design and amenities in both public and private projects.

DRB GUIDING PRICIPLES

(Excerpt from the City's Strategic Plan)

Value: Innovation and Creativity:

- Encourages thinking outside the box.
- Fosters new and creative thinking and solutions.
- Solves problems creatively and is open to new ideas.

Value: Responsiveness:

- Seeks and utilizes community input.
- Engages - two way interaction.
- Listens/responds actively.

Value: Transparency and Open Communication:

- Facilitates public participation in open meetings; encourages candor and welcomes input.
- Listens carefully and remains open to different perspectives.
- Engages in open, honest communication.
- Actively seeks citizen participation; strives to keep the public informed and educated about community issues.

Goal C: Deepen a sense of place and community identity

Re-imagine underdeveloped and underutilized properties through advanced planning efforts that encourage investment and/or new development.

Work Plan Tasks

- Task 1: Promote improvements to the back of sidewalk, in front of buildings.
- Task 2: Identify opportunity sites and craft preliminary development guidelines.
- Task 3: Review existing sign programs and propose enhancements.
- Task 4: Propose improvements to aging strip centers and work with owners to present a vision for their property.



TASK 1 of the Work Plan

Create materials for applicants, property/business owners, illustrating ideas for improving and illustrating ideas for improving and updating street fronts and sidewalks.

The goal is to encourage simple measures that contribute to placemaking, highlighting building frontage and strengthen the pedestrian scale of San Pablo Avenue.

The Setting



Ideas for Planters at Street front and Sidewalk

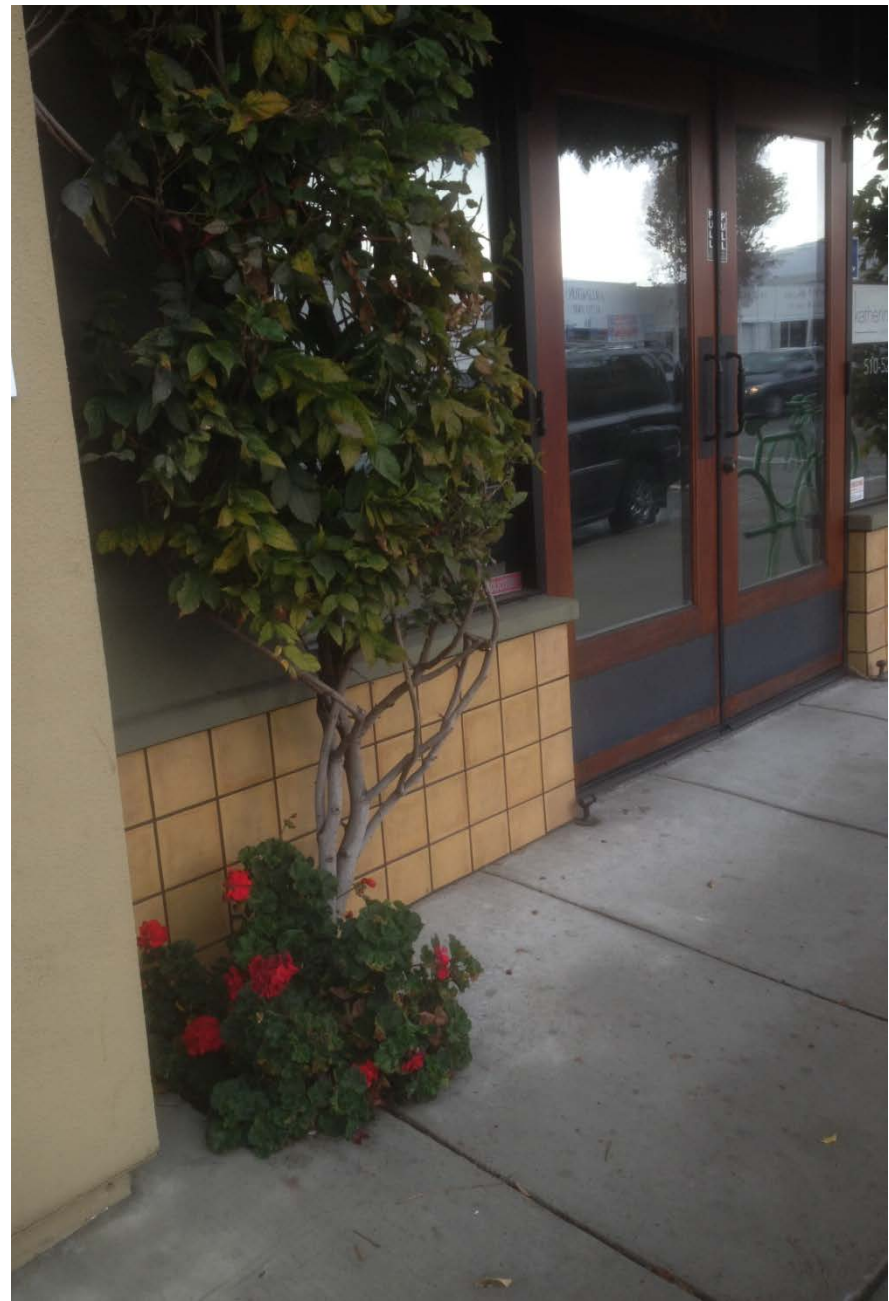


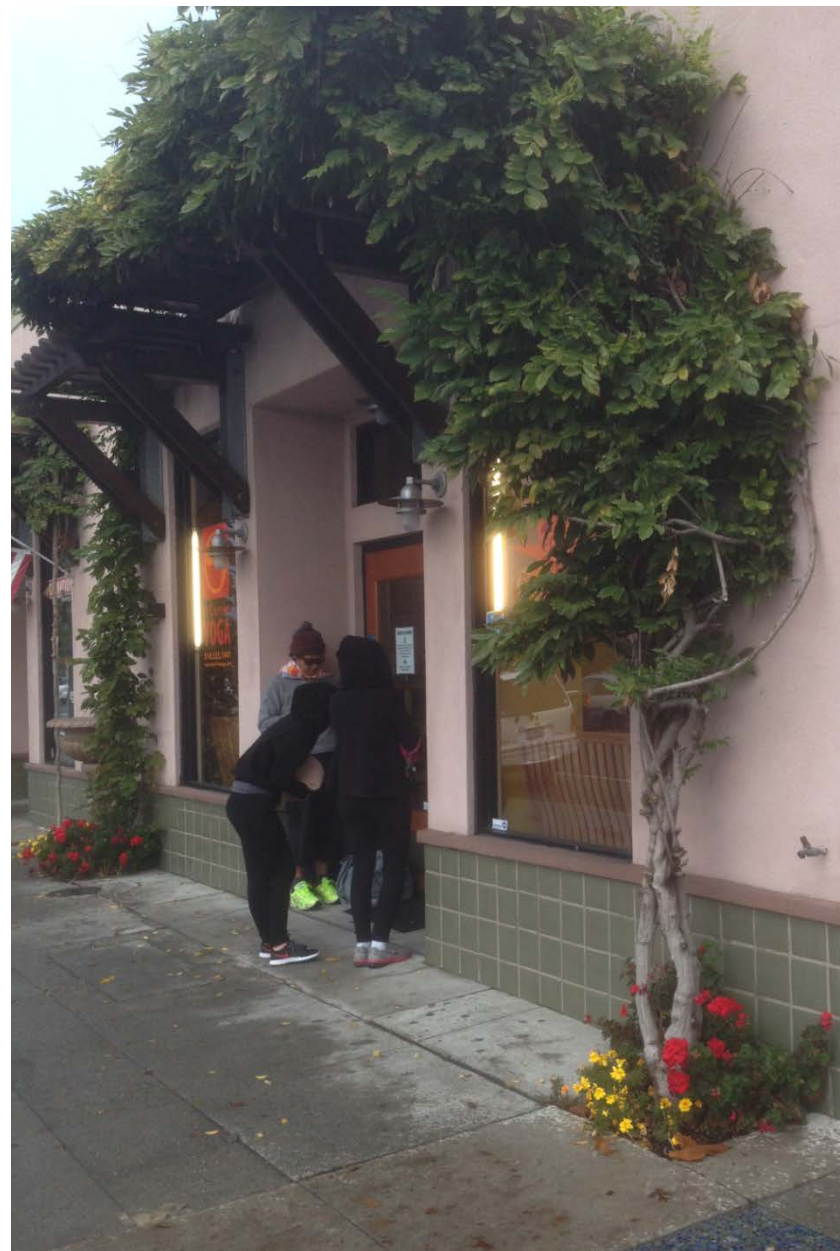
Metal or ceramic planters flank entryways, create visual accents, and create a buffer between storefront windows and sidewalk.



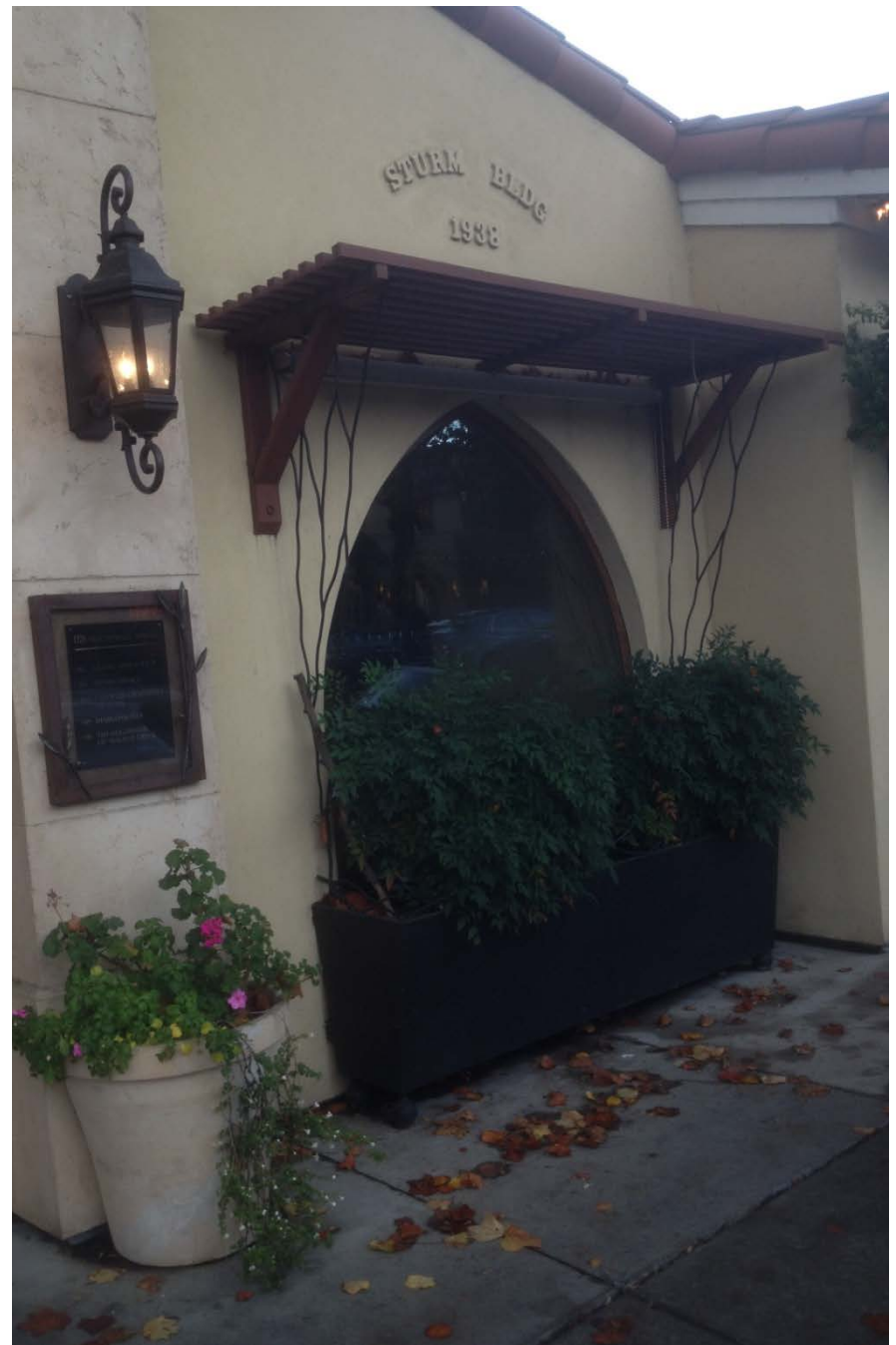




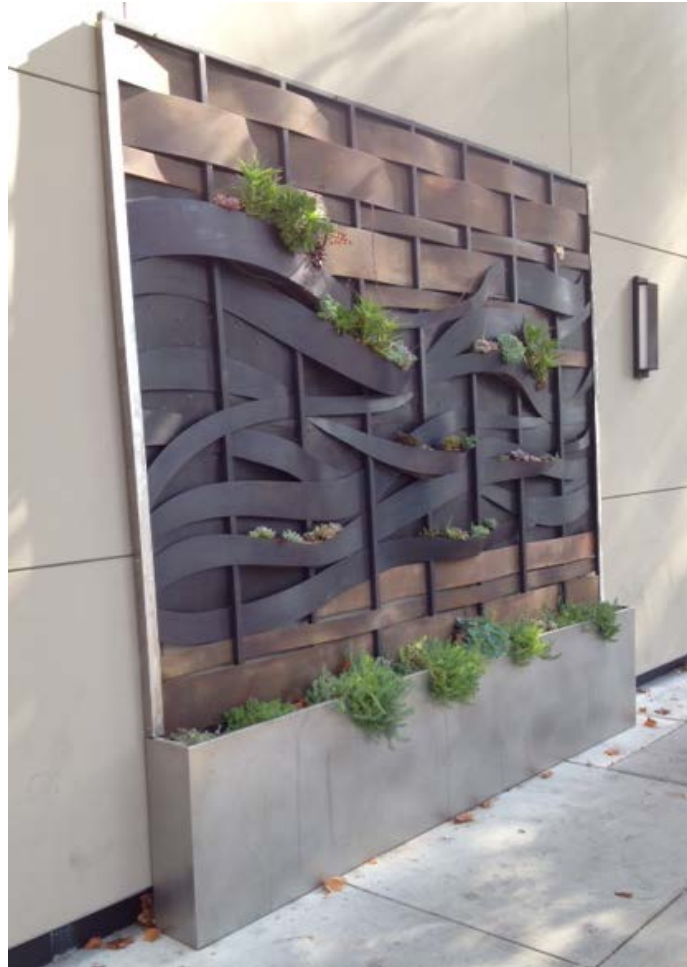








Ideas for Wall Treatments



Incorporating “wall art” is encouraged for larger, expansive, wall segments that are Adjacent to sidewalks.



Ideas for Sidewalk Seating



Simple benches, and tables and chairs in front of businesses invite passersby and customers to stay while keeping sidewalk open for pedestrians.







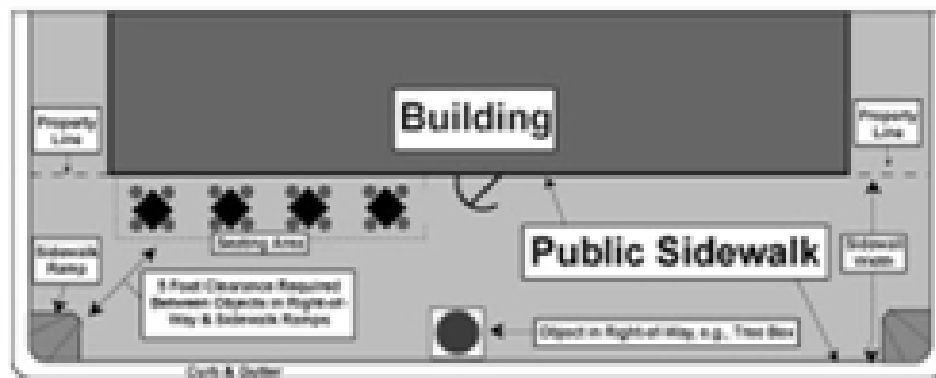
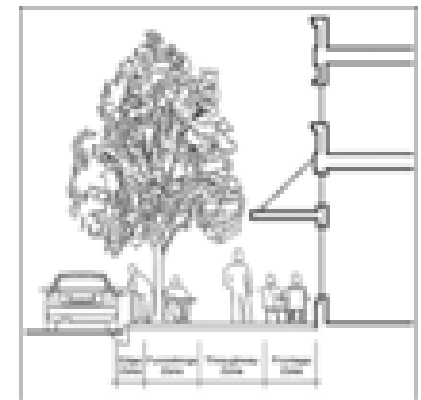
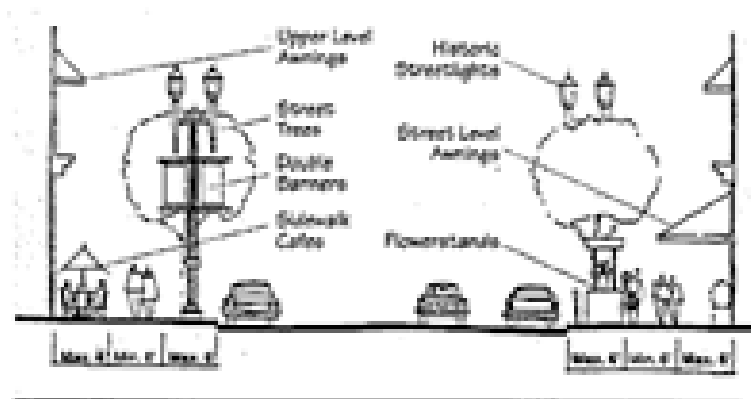
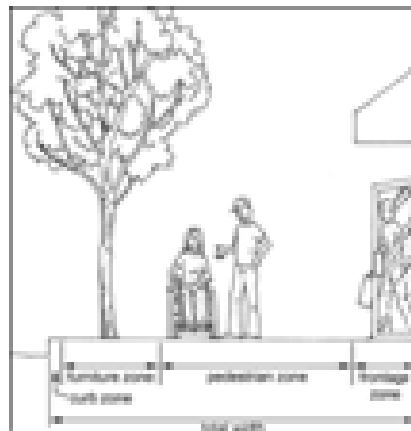








Schematic Drawings



Schematic plan and elevation drawings will show required clearances, and locations and suggestions for street front amenities



Thank you.

EL CERRITO CITY COUNCIL

MINUTES

REGULAR CITY COUNCIL MEETING
Tuesday, December 2, 2014 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall – City Council Chambers
10890 San Pablo Avenue, El Cerrito

Janet Abelson – Mayor

Mayor Pro Rebecca Benassini
Councilmember Mark Friedman
Councilmember Elect Gabriel Quinto

Councilmember Jan Bridges
Councilmember Greg Lyman

ROLL CALL

Councilmembers Benassini, Bridges, Friedman, Lyman and Mayor Abelson.

7:00 p.m. CONVENE REGULAR CITY COUNCIL MEETING

Mayor Abelson convened the regular City Council meeting at 7:06 p.m.

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG** was led by Mayor Abelson.
- 2. STAFF COMMUNICATIONS/COUNCIL ASSIGNMENTS/LIAISON REPORTS**

Mayor Pro Tem Benassini announced that there will be a community meeting on December 3 from 6:30-8:30 p.m. to discuss Community Choice Aggregation and the City's desire to join the the Marin Clean Energy Joint Powers Authority. As liaison to the Economic Development Committee (EDC), Mayor Pro Tem Benassini reported to the Council and public that the EDC is hosting a networking social for the business community on December 5. It is EDC's first event.

Councilmember Lyman announced that there will be a Community Blood drive on December 4 at the Community Center.

- 3. PRESENTATIONS** – *None*
- 4. ORAL COMMUNICATIONS FROM THE PUBLIC** – No speakers.
- 5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5D**

Moved, seconded (Friedman/Benassini) and carried unanimously to approve Consent Calendar Item Nos. 5A through 5D as indicated below. An updated Item No. 5B, which included the Registrar's and City Clerk's official certification, was distributed to the City Council and public prior to the meeting.

A. Minutes for Approval

Approve the November 18, 2014 Regular City Council meeting minutes.

Action: Approved minutes.

B. Declaring and Confirming the Results of the November 4, 2014 General Election (*To be delivered*)

Adopt a resolution declaring and confirming the results of the November 4, 2014 General election including the re-election of Janet Abelson and election of Gabriel Quinto to the City Council for terms ending 2018 and the passage of Measure R – El Cerrito Transactions and Use Tax.

Action: Adopted Resolution No. 2014–75 as updated to include the Contra Costa County Registrar of Voters’ and City Clerk’s Official Certifications.

C. Confirm the Adoption of Transactions and Use Tax Ordinance No. 2014–08

Confirm the passage and adoption of Ordinance No. 2014–08, an ordinance of the City of El Cerrito amending and restating Chapter 4.62 of the Municipal Code to extend and increase at the one cent rate a transactions and use tax to be administered by the State Board of Equalization.

Action: Confirmed passage and adoption of Ordinance No. 2014–08.

D. Joint Application with Eden Housing for State Proposition 1C Infill Grant

Adopt a resolution approving and authorizing the City as co-applicant with Eden Housing, Inc. to apply for Proposition 1C Infill Infrastructure Grant funds for the San Pablo Avenue Senior Housing Development at 10848–10860 San Pablo Avenue. *Exempt from CEQA.*

Action: Adopted Resolution No. 2014–76.

6. RECOGNITION OF CITY COUNCIL MEMBER LEAVING OFFICE

Special recognition of Mayor Pro Tem Rebecca Benassini (2010–2014).

Mayor Abelson stated that it is sad to see Mayor Pro Tem Benassini leave as she works great as a team on the Council to make things happen. Mayor Pro Tem Benassini cares deeply about the community, is consistently positive and frequently asks questions in a positive way. Mayor Abelson thanked Mayor Pro Tem Benassini for her service on the City Council and said that she will really be missed.

Councilmember Friedman stated that Mayor Pro Tem Benassini was an excellent guide and resource for Councilmember Friedman after his eight years off the City Council. She is always an inspiration who is so well prepared and is very articulate. Mayor Pro Tem Benassini picks her positions carefully and dives into matters that are presented to the Council for consideration. Councilmember Friedman noted that Mayor Pro Tem Benassini and her family are a wonderful treasure in the community and thanked her for serving on the City Council.

Councilmember Lyman expressed his appreciation for Mayor Pro Tem Benassini’s four years of service on the City Council and stated that it was a pleasure working with her. She is dedicated, diligent and passionate about the City. Councilmember Lyman said that although the City is losing a strong voice on the City Council, the City is gaining an active member of the community.

Councilmember Bridges stated that Mayor Pro Tem Benassini is one of the most well spoken members of the City Council that she has served with and has served the public very well, particularly due to the insight, skills and knowledge associated with her day job. Mayor Pro Tem Benassini is always really, really prepared and always gave excellent reasons about why she voted the way she did on difficult issues. Mayor Pro Tem Benassini is a super mom and a super councilmember and also supported staff in a very strong way. Many people may not know that Mayor Pro Tem Benassini was carrying twins, did her day job and served on the Council all at

the same time which is really hard and quite admirable.

Mayor Pro Tem Benassini stated that it was gratifying to hear the Council's kind words. She was pregnant with her daughter Katie when she started her term on the Council. Every time Mayor Pro Tem Benassini would go to a Council meeting, Katie would ask if it was going to be a long or short meeting. Since Mayor Pro Tem Benassini always discussed the meetings with Katie she thought it would be suitable for Katie to attend the last one. One of the most difficult and controversial issues before the Council over the past years was the animal/chickens ordinance. Everyone that Mayor Pro Tem Benassini has worked with at the City is very professional, concerned about ethics and doing their job well. Everyone considers the policies carefully and how the policies will impact everyone. Mayor Pro Tem Benassini said she will be watching upcoming items such as Community Choice Aggregation, Implementation of the San Pablo Area Specific Plan, and the Climate Action Plan update. Mayor Pro Tem Benassini thanked her husband Scott Lyons and her family for their support, thanked the public for electing her and for their input, stated that she looks forward to being supportive of policies that will help the City in the future and also enjoyed getting to know everyone.

7. **BRIEF RECESS** *(The City Council recessed for approximately 15 minutes.)*

8. **SWEARING IN AND SEATING OF NEWLY ELECTED OFFICIALS**

Administration of the Oath of Office and Presentation of Certificates of Election:

Janet Abelson, re-elected to a city council term ending 2018.

Gabriel Quinto, elected to a city council term ending 2018.

Mayor Abelson and Councilmember Elect Quinto assumed their seats on the City Council Dais and recited the Oath of Office. City Clerk Morse presented both with their official Certificates of Election.

Councilmember Quinto stated that he was honored to serve on the City Council and acknowledged the presence of his partner of seventeen years, Glen Nethercut, his mother Isidra Quinto, and the many relatives, neighbors and volunteers who were present. Councilmember Quinto acknowledged and thanked the elected officials who were present including Myrna DeVera, Mayor of Hercules, and also thanked Boardmembers from the Stonewall Democratic Club who were present.

Mayor Abelson thanked her friends and family, including her husband Howard Abelson, her daughter in-law Christina Perez-Abelson, Kathy Perez, and her new grandson Marcos Antonio Perez Abelson. Mayor Abelson also thanked the many friends who helped her get elected and acknowledged the presence of her friends and former and current elected officials who were present.

Mayor Abelson highlighted the City's accomplishments over the past year. She expressed pride regarding the Council's adoption of the San Pablo Specific Plan and Complete Streets Plan and noted that staff completed an amazing amount of work on these projects and did a great job that will make a difference in the near term and in the long term. Mayor Abelson also noted that El Cerrito is one of the first among twenty cities nationwide to achieve Star Communities Certification. Additionally, the Community Choice Aggregation Public Hearing has been scheduled, the Ohlone Gardens affordable housing project broke ground, the City acquired eight acres of the Hillside Natural Area (Madera Open Space), and the Recreation Department received thirteen *Parents Press of Contra Costa* awards for youth programs and also increased enrollment in a variety of youth, wellness and safety programs for all ages.

Mayor Abelson also noted the recent emergency preparedness exercise that was conducted in the City which simulated a major emergency and distribution of medicine to thousands. El Cerrito

was the only city in the County to engage in this simulated emergency point-of-dispensary (POD) exercise on a massive scale. The City Council also adopted a Smoking Pollution Protection Ordinance, a biennial budget, completed the construction of the Central Avenue and Liberty Streetscape project and a municipal solar project. The Ohlone Greenway and Natural Rain Garden project, located on the south side of the BART station near Fairmount, is almost complete and looks beautiful. The Fire Department received a grant of over \$1 million dollars for a ladder truck along with additional grant money for apparatus and safety equipment. The Police Department added Denzel, a second canine. The Police Department also received training related to interactions with the City's growing mental health population and established a crises intervention team. Mayor Abelson concluded by thanking everyone for a great year, thanked the community for passing Measure R and stated that it is a joy to serve the City.

Councilmember Bridges thanked Mayor Abelson for the leadership she provided to the City over the past year. Councilmember Bridges stated that Mayor Abelson has an incredible sense of fairness and has an extensive network of officials and volunteers, and works well with other public officials and public agencies beyond city boundaries.

Councilmember Friedman stated that it was a joy to serve with Mayor Abelson and that he has learned a lot from her. Mayor Abelson is tremendously big-hearted, gracious to everyone and has a tremendous capacity for going to meeting after meeting after meeting with a smile on her face. She serves in many important leadership roles and is always thinking about what is best for El Cerrito residents and how to advance the community's goals. Councilmember Friedman stated that Mayor Abelson is a special person and a really great elected official.

Councilmember Lyman stated that he has worked with Mayor Abelson for the past six years, is looking forward to working with her over the next two years and thanked her for all of her contributions to El Cerrito.

Councilmember Quinto stated that Mayor Abelson has been an inspiration to him, that he has learned a lot from her and that he looks forward to working with her over the next four years.

Speakers. Chris Peeples, stated that he is a transit activist who has served on the AC Transit Board for the past seventeen years and has known Mayor Abelson for many years. Mayor Abelson has served continuously on the AC Transit Accessibility Task Force for many years and has also been its chair several times. Director Peeples also stated that he admires Mayor Abelson for being indefatigable and for showing up everywhere prepared. Mr. Peeples wished Mayor Abelson the best.

9. PUBLIC HEARINGS – None

10. POLICY MATTERS

City Council Reorganization

Election of City Council Officers.

SELECTION OF THE MAYOR

Mayor Abelson 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 Lyman nominated Councilmember Friedman for Mayor.

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

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

Action: The City Council, by unanimous vote, elected Councilmember Friedman to the Office

of Mayor.

SELECTION OF THE MAYOR PRO TEMPORE

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

Councilmember Abelson nominated Councilmember Lyman for Mayor Pro Tem.

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

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

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

Mayor Friedman thanked friends and family present, particularly his wife Carolyn and son Prahlad. El Cerrito is a quiet gem of a city. City staff has a long history of doing more with less. Sixteen positions have been cut in the last six years in order to balance the budget. Despite the cuts the City created a model Climate Action Plan, opened a wonderful Recycling Center, received recognition as a sustainable city and accomplished all the other projects and programs mentioned by Councilmember Abelson earlier. El Cerrito is a community of engaged volunteers who serve on the City's many boards and commissions. The City Council gets along really well and no one feels the need to make a point by diminishing a colleague. Councilmembers do not always agree but this makes for better public policy. El Cerrito has a City Council comprised of members who respect each other.

Mayor Friedman thanked everyone who attends meetings regularly to provide insights, constructive criticism and input respectfully and with passion and logic. The tone set by the City Manager and Councilmembers is one of quiet competence. The same is true for city staff who struggle with fewer resources. Mayor Friedman also expressed appreciation for every dedicated employee and the labor unions who represent them for restructuring contracts and pensions in order to preserve services for the City's residents. In the coming year, Mayor Friedman said he sees a continuing challenge to maintain a high level of service with the current tax base and few opportunities to expand the tax base. There are many vacancies among commercial properties located in the City. The City does not control these properties so it needs to work creatively with property owners and business owners who would like to establish new businesses in El Cerrito. A majority of the City Council has worked to make Transit Oriented Development a priority and must continue to look for ways to maximize the benefits of having two BART stations and AC Transit in the City. Future challenges include the need for a new library/community center/learning center/senior center. This will be a year with an extensive community engagement process that will lead up to a potential vote in 2016. The City also needs a new Public Safety building and there is a large amount of deferred maintenance on city property and parks and recreation facilities.

Mayor Friedman stated that he considers the two biggest dangers globally and locally to be global warming and the gap between rich and poor. Unfortunately, El Cerrito does not have the ability to solve either of these problems but the City can make an important difference. Mayor Friedman already spoke of the City's Climate Action Plan and designation as a Sustainable City. Additionally, residents are regional leaders in recycling and composting. City staff is always looking for creative ways to become a greener city including the prospect of becoming a member of the Marin Clean Energy Joint Powers Authority and presenting the Council with a model smoking ordinance that was approved unanimously by the City Council with direction to develop an ordinance that regulates tobacco retailers as well. In terms of poverty, Mayor Friedman stated that he would like the City to join with several neighboring communities to increase the minimum wage. The small increases in the minimum wage have not come close to keeping up with inflation. Those that live and work in the City need and deserve a raise. The other long term poverty solution that the City can be a part of is to improve the quality of public education and work with the school district in its ongoing efforts to give young people in the community the tools they need to succeed. The City Council is not responsible for public education but

cares about young children and the quality of life in the community. The Council and city staff also need to focus on the little things. Every interaction with a resident needs to be done with dignity and respect while recognizing the importance of the issue presented. Mayor Friedman would also like to see all city officials use their turn signals while driving and would also like the meetings to be a bit more efficient by refraining from dealing with controversial issues late at night. Mayor Friedman thanked his colleagues and the residents of El Cerrito for the opportunity to serve in the role of Mayor in the coming year.

Mayor Pro Tem Lyman stated that he looks forward to filling in for Mayor Friedman as Mayor Pro Tem when he is unable to attend local or regional meetings.

11. ADJOURNED REGULAR CITY COUNCIL MEETING at 8:08 p.m.

SUPPLEMENTAL REPORTS

Item No. 5(B) Declaring and Confirming the Results of the November 4, 2014 General Election

1. Resolution revised to include the County Registrar's Certification and Official Results – *Submitted by Cheryl Morse, City Clerk.*

EL CERRITO CITY COUNCIL PROCLAMATION
Human Rights Month, December 2014

WHEREAS, on December 10, 1948, the member States of the United Nations signed the Universal Declaration of Human Rights and countries of different political, economic and social systems unanimously agreed on the fundamental rights that all people share solely on the basis of their common humanity; and

WHEREAS, the Universal Declaration of Human Rights asserts recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice, and peace; and

WHEREAS, disregard for human rights has resulted in acts which have offended the conscience of humankind, and where the advent of the world in which human beings shall enjoy freedom of speech and belief and freedom from fear has been proclaimed as the highest aspiration of the common people; and

WHEREAS, the Universal Declaration is referred to as the primary definition of human rights standards and is increasingly referred to as customary international law, by which all countries should abide; and

WHEREAS, the primary responsibility to promote respect for these rights and freedoms lies with each individual in the City of El Cerrito, and each of us can play a major role in enhancing human rights; and

WHEREAS, the people of El Cerrito reaffirm their faith in fundamental human rights, in the dignity and worth of each human person and in the equal rights of men and women and are determined to promote social progress and better standards of life.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does hereby proclaim December 2014 as Human Rights Month in the City of El Cerrito, and encourages all residents to study and promote the ideas contained in the Universal Declaration of Human Rights to the end that freedom, justice, and equality will flourish and be made available to all.

Dated: December 16, 2014

Mark Friedman, Mayor



AGENDA BILL

Agenda Item No. 5(C)

Date: December 16, 2014
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Delegation of Authority to Execute California Department of Transportation (Caltrans) Documents to Receive Federal Funding

ACTION REQUESTED

Adopt a resolution authorizing the City Manager and the Public Works Director/City Engineer to execute all Disadvantaged Business Enterprise (DBE) Agreements, Right-of-Way Certifications, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation (Caltrans).

DISCUSSION

The City Council previously adopted Resolution No. 2001-68 (July 16, 2001) authorizing the City Manager and the City Engineer to execute several Caltrans documents that are necessary for the City to receive federal funding from the U.S. Department of Transportation (DOT). These documents included Right-of-Way Certifications, Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, and Fund Transfer Agreements. DBE Agreements were not previously included because of the fluctuating requirements in past years.

As a recipient of federal funding through Caltrans, the City of El Cerrito is required to implement the Caltrans DBE Program as it pertains to local agencies. The Caltrans DBE Program fulfills the requirements of Title 49 Code of Federal Regulations (FDR), Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Caltrans has occasionally revised the DBE Program requirements for local agencies in response to new legislation, court cases, or DOT concerns.

In June 2012, the DOT required that contract goals for federally-funded projects include all DBE groups. A waiver previously issued to Caltrans allowed race-conscious contract goals to be limited to only four DBE groups (African Americans, Asian-Pacific Americans, Native Americans, and Women) referred to as Underutilized DBEs. The newly revised Caltrans DBE Program is referred to as the "New Race-Conscious DBE Program".

Under the New Race-Conscious DBE Program, contract goals and "Good Faith Effort" requirements are applied for all DBE groups and all recipients of federal funding must incorporate the new specifications into all federal-aid consultant and construction

Agenda Item No. 5(C)

contracts. Caltrans has been transitioning to the New Race-Conscious DBE Program over the last two years by incorporating the program requirements into training, publications and sample contract specifications for local agencies.

Local agencies must now transition to the New Race-Conscious DBE Program. The attached Caltrans DBE Implementation Agreement is the standard agreement for implementing the new program. Executing the Caltrans DBE Implementation Agreement, and complying with its terms, is required as a condition of receiving federal funding for transportation projects. Delegating the authority to execute this agreement and all other Caltrans documents described above will streamline the City's process of complying with the federal funding requirements in the future.

STRATEGIC PLAN CONSIDERATIONS

The delegation of authority to execute various Caltrans documents required for federal funding is consistent with El Cerrito Strategic Plan Goal A – *Deliver exemplary government services* and Goal B – *Achieve long-term financial sustainability*. Specifically, approval of this action will support the “increase productivity and efficiency” strategy listed in Goal A and “continue to pursue opportunities for new funding, including outside grants” strategy listed under Goal B.

ENVIRONMENTAL CONSIDERATIONS

The delegation of authority to execute various Caltrans documents required for federal funding is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4) because the recommended action neither commits the City to implement any specific project nor will it result in direct or indirect physical changes in the environment and, therefore, is not a “project,” as defined in Section 15378 of the CEQA Guidelines.

FINANCIAL CONSIDERATIONS

The delegation of authority to execute various Caltrans documents required for federal funding will have no fiscal impact on the City. Public Works consultant and construction contracts utilizing federal funds will continue to be brought to the City Council for award in accordance with the City's purchasing policy.

LEGAL CONSIDERATIONS

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

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Accompanying Resolution
2. Caltrans DBE Implementation Agreement

RESOLUTION 2014-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE ALL DISADVANTAGED BUSINESS ENTERPRISE (DBE) AGREEMENTS, RIGHT-OF-WAY CERTIFICATIONS, MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS, AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, the City of El Cerrito is eligible to receive federal funding for transportation projects through the California Department of Transportation (Caltrans); and

WHEREAS, Disadvantaged Business Enterprise (DBE) Agreements, Right-of-Way Certifications, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and Fund Transfer Agreements must be executed before such funds can be claimed; and

WHEREAS, the City Council of the City of El Cerrito wishes to delegate authorization to execute these agreements, and any amendments thereto to the City Manager and Public Works Director/City Engineer.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of El Cerrito, that it hereby authorizes the City Manager and the Public Works Director/City Engineer to execute all DBE Agreements, Right-of-Way Certifications, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto, with Caltrans.

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

I CERTIFY that at a regular meeting on December 16, 2014 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 December XX, 2014.

Cheryl Morse, City Clerk

APPROVED:

Mark Friedman, Mayor

**CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DISADVANTAGED
BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT
FOR THE CITY OF EL CERRITO, HEREINAFTER REFERRED TO AS
“SUB-RECIPIENT”**

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR 26.5.

II. Objective/Policy Statement (49 CFR 26.1 and 26.23)

SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements.

It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (49 CFR 26.7)

SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV. Annual DBE Submittal Form (49 CFR 26.21)

SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed “*Local Agency DBE Annual Submittal Form*” (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))

Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE

participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

VI. Race-conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))

SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.

VII. Quotas (49 CFR 26.43)

SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)

SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. The DBELO has two professional employees assigned to the DBE program on a part-time basis. The name, address, telephone number, email address, and an organization chart displaying the DBELO's position in the organization are found in

Attachment A to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance:

The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract SUB-RECIPIENT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SUB-RECIPIENT deems appropriate.

X. DBE Financial Institutions (49 CFR 26.27)

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI. Directory (49 CFR 26.31)

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at:

www.dot.ca.gov/hq/bep.

XII. Required Contract Clauses (49 CFR 26.13 and 26.29)

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

NOTE: This language is to be used verbatim, as is stated in "*Required Federal-aid Contract Language*" (Exhibit 12-G). See also 49 CFR 26.13(b).

B. Prompt Payment

Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7-day is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be

paid in full to the earning subcontractor in thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

XIII. Local Assistance Procedures Manual

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current [Local Assistance Procedures Manual \(LAPM\)](#) including [forms and Exhibits](#).

XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.

XV. Reporting to the DLAE

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-O1) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-O2) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

XVI. Certification (§26.83(a))

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

XVII. Confidentiality

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By: _____ Date: _____
(Signature)

Yvetteh Ortiz, P.E.
Director of Public Works/City Engineer
City of El Cerrito

Phone #: (510) 215-4345

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

(Signature of DLAE)

Date: _____

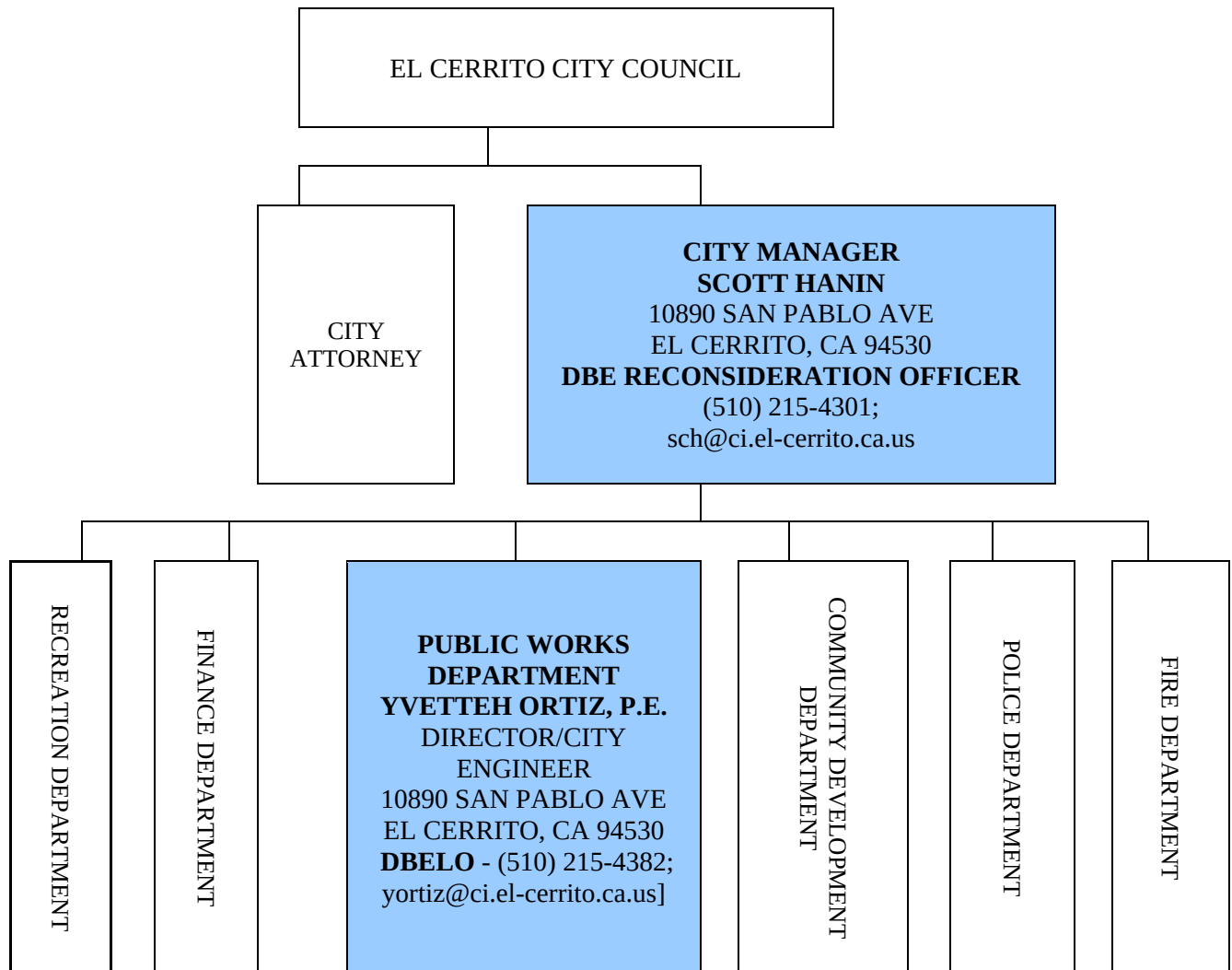
(Print Name of DLAE)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

EXHIBIT A



CITY OF EL CERRITO ORGANIZATIONAL CHART





AGENDA BILL

Agenda Item No. 5(D)

Date: December 16, 2014
To: El Cerrito City Council
From: Chris Jones, Recreation Director
Karen Pinkos, Assistant City Manager
Subject: Reclassification in Aquatics Division of the Recreation Department

ACTION REQUESTED

Adopt a resolution approving the reclassification of the Community Services Coordinator position in the Aquatics Division of the Recreation Department to Assistant Program Supervisor.

BACKGROUND/ANALYSIS

Staff has conducted a review of the staffing in the Aquatics Division within the Recreation Department. Currently, staffing consists of a Recreation Supervisor that leads the Division, a Community Services Coordinator, and several part-time lifeguards. It has been determined that the work being performed by the current Community Services Coordinator position assigned to the Aquatics Division are duties that would be more appropriately placed at the higher classification level of Assistant Program Supervisor. The Assistant Program Supervisor classification currently exists in the City's Classification Plan and was last utilized in the 2012-13 Fiscal Year.

The El Cerrito Swim Center operates year-round, seven days per week from 6:00 a.m. to 8:00 p.m. or 10:00 p.m. on some nights. The duties assigned to this position are more appropriate for an assistant to the Aquatics Recreation Supervisor, including direct supervision over Aquatics staff, developing programs and appropriate schedules, and a high level of assistance with the Division's budget process and other administrative responsibilities. This position is expected to have a flexible schedule, be "on call" as necessary, and may often work nights, weekends, and early mornings. This position also requires several specialized skills and certifications, including certification as an Aquatics Facility Operator or as a Certified Pool Operator. Advanced, instructor level American Red Cross (ARC) Training is also required: Lifeguard Instructor, Water Safety Instructor, CPR and First Aide Instructor, Title 22 (advanced first aid) Instructor, and others as necessary and required by current or future regulations and laws. ARC certifications at the Instructor Trainer level are highly desirable as well.

As a supervisor that requires the ability to broadly supervise staff and provide advanced programming, scheduling, and administrative skills, this position is better suited to be changed to reflect the specialized Aquatics program as indicated in the Assistant Program Supervisor job description as opposed to the Community Services Coordinator position.

FINANCIAL CONSIDERATIONS

The total budgeted cost (including salary and benefits) in FY 2014-15 of the Aquatics Community Services Coordinator for at Step 2 was \$87,532. The estimated annual total cost for an Assistant Program Supervisor at Step 1 is \$95,681. In FY 2015-16, the projected total cost of the Aquatics Community Services Coordinator was \$93,022; the estimated total cost of the Assistant Program Supervisor is \$101,682. Because this position is currently vacant, and not expected to be filled until February, it is anticipated that the approved FY 2014-15 budget can accommodate this expense. Additionally, other salary savings as a result of unanticipated vacancies will result in approximately \$9,000 in savings in FY 2015-16. Therefore, no budget adjustments are requested.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Resolution
2. Assistant Program Supervisor Job Description

RESOLUTION 2014-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
AMENDING THE CLASSIFICATION PLAN TO IMPLEMENT THE
RECLASSIFICATION OF COMMUNITY SERVICES COORDINATOR TO
ASSISTANT PROGRAM SUPERVISOR**

WHEREAS, the City Council of the City of El Cerrito has an adopted Classification Plan for positions in the City's service; and

WHEREAS, the City Personnel Rules and Regulations 2.6 allows for changes in classification if it is believed that a job being performed is inconsistent with the approved position classification; and

WHEREAS, staff has conducted a review of positions in the Aquatics Division of the Recreation Department; and

WHEREAS, staff has proposed the reclassification of Community Services Coordinator to Assistant Program Supervisor to better reflect the duties being performed by the current positions and the desired level of service to be provided; and

WHEREAS the reclassification of Community Services Coordinator to Assistant Program Supervisor must be ratified by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes implementation of the reclassification of Community Services Coordinator to Assistant Program Supervisor in the Aquatics Division of the Recreation Department.

BE IT FURTHER RESOLVED that a copy of the job specification is attached hereto as Exhibit A and is incorporated by reference.

I CERTIFY that at the regular meeting on December 16, 2014, the El Cerrito City Council passed this resolution by the following vote:

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

Agenda Item No. 5(D)
Attachment 1

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December XX, 2014.

Cheryl Morse, City Clerk

APPROVED:

Mark Friedman, Mayor

Agenda Item No. 5(D)
Attachment 2
Resolution No. 2014-XX, Exhibit A

CITY OF EL CERRITO

ASSISTANT PROGRAM SUPERVISOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To assist in and perform as assigned the coordination and implementation of adult and youth recreation and aquatic programs and services; and to assist, if needed, in other program and activity development and administration and facility management within the Recreation Department, if assigned.

DISTINGUISHING CHARACTERISTICS

This class is a program section assistant supervisor, which has responsibility over a broad area of adult, youth recreation and aquatic program activities, and provides professional planning and direction to para-professional, clerical and other employees performing program-supporting activities.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Program Supervisor assigned to the Recreation Department.

Exercises direct supervision over full-time, part-time and seasonal employees and volunteer staff.

ESSENTIAL FUNCTIONS STATEMENT

Essential responsibilities and duties may include, but are not limited to, the following:

Essential Functions:

Assist in the coordination, promotion, implementation and evaluation of recreation and aquatic activities and programs as well as other recreation functional areas if needed.

Assist in organization and scheduling of recreation and aquatic and related program activities; may assist in other recreational functional areas if needed, usually on a temporary basis.

Assist in the recruitment, training, supervision and evaluation of employees and volunteers.

Monitor program compliance with laws, rules and regulations related to provision of services.

Assist with directing and participates in fundraising efforts involving community networks and groups, resource development and community awareness.

Assist with the coordination and, as needed, prepares program publicity, including news releases, flyers, pamphlets, and brochures.

Assist with monitoring the facility management program including scheduling, maintenance, staffing and activities.

Maintain awareness of new developments in aquatic; incorporates as appropriate into programs.

Act as staff liaison to various boards, community groups, and commissions, as assigned.

Maintain close contact with community groups, outside organizations and as applicable, school officials, regarding program offerings and coordination of services.

Essential Functions: (continued)

Assist with scheduling working hours for part-time and full-time staff, and assign staff to appropriate programs.

Participate in the development of the annual budget for the Recreation Department; recommend the purchase of necessary equipment and supplies; monitor budget and expenditures.

Maintain records and develop reports concerning new or on-going programs and program effectiveness; maintain accurate and detailed records for registrations and fees collected.

Plan, implement, schedule, and evaluate special events and activities relating to aquatics and the programs assigned.

Marginal/Non-Essential Functions:

Facilitate and teach various instructional classes, as required.

May participate in city-wide committees as assigned.

Perform related duties and responsibilities as required

QUALIFICATIONS

Knowledge of:

Principles and practices of employee and volunteer supervision, including work planning, assignment, direction, review, evaluation and training.

Applicable regulations and rules related to the program area(s) to which assigned.

Safety principles and practices, including first aid and adult and child cardiopulmonary resuscitation.

Techniques for effectively dealing with individuals of various ages and from various socio-economic groups.

Principles and practices of budget development and administration.

Procedures for developing and implementing a variety of community services activities and programs for all ages and abilities.

Program content for adult, youth and aquatic activities.

Recreational, cultural, and social needs of the community.

Principles and practices of organization, administration and personnel management.

Modern office practices, procedures, methods and equipment.

Facility maintenance requirements, including equipment, tools, chemicals and related supplies.

Ability to:

Coordinate, organize, and implement community services activities and specialized events.

Prepare and distribute publicity concerning new or on-going community programs.

Select, train, supervise, and evaluate full-time, part-time employees and volunteers.

Understand community needs in a variety of program areas and evaluate activities according to those needs.

Communicate clearly and concisely, both orally and in writing.

Monitor program compliance with related laws and regulations.

Operate power tools and equipment, depending on assignment.

Establish and maintain effective working relationships with those contacted in the course of work.

Operate programs within allocated budget.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of experience (including one year coordinating Recreation programs) in the implementation of activities and programs in one or several for the following areas; recreation, aquatics, child care, or senior activities and programs. Experience within a municipal recreation program is highly desirable.

Training:

Major course work towards a Bachelor's Degree from an accredited college or university with major work in recreation, human development, sociology, gerontology, public administration, or related field.

Licenses/Certificates/Other requirements

Possession of, or ability to obtain, an appropriate valid California driver's license.

Possession of, or ability to obtain special licensing or certification as required by assigned area of program activities. Aquatics programs require lifeguarding/water safety instruction and first aid

training. Licensed childcare assignment requires possession of, or ability to obtain within one year of employment, certification as a licensed school-age childcare site director issued by State of California.

Must possess and maintain first-aid and cardiopulmonary resuscitation certifications.

PHYSICAL DEMANDS

Sitting:	Frequently to Constantly	Lifting:	
Standing:	Frequently	up to 10 lbs:	Occasionally
Walking:	Frequently to Constantly	11 to 25 lbs:	Occasionally
Bending:	Occasionally	26 to 50 lbs:	Occasionally
Crouching:	Occasionally	51 to 75 lbs:	Never
Stooping:	Occasionally	76 to 100 lbs:	Never
Kneeling:	Occasionally	100 + lbs:	Never
Crawling:	Occasionally	Carrying:	
Climbing:	Occasionally	up to 10 lbs:	Occasionally
Balancing:	Occasionally	11 to 25 lbs:	Occasionally
Running:	Occasionally	26 to 50 lbs:	Occasionally
Twisting:	Occasionally	51 to 75 lbs:	Never
Turning:	Occasionally	76 to 100 lbs:	Never
Jumping:	Occasionally	100 + lbs:	Never
Pushing/Pulling:			
up to 10 lbs:	Occasionally		
11 to 25 lbs:	Occasionally		
26 to 50 lbs:	Occasionally		
51 to 75 lbs:	Never		
76 to 100 lbs:	Never		
100 + lbs:	Never		
Grasping – firm:	Frequently		
Finger dexterity:	Frequently		
Reaching forward:	Frequently		
Reaching overhead:	Frequently		
Pinch grasp:	Frequently		
Grasp – light:	Frequently		
Coordination -	Eye-hand:	Frequently	
	Eye-hand-foot:	Frequently	
	Driving:	Occasionally	
Talking -	Face-to-face:	Constantly	
	Verbal contact:	Constantly	
	Public:	Constantly	
Vision -	Acuity far:	Required	
	Acuity, near:	Required	
	Depth perception:	Required	
	Field of vision:	Required	

Accommodation:	Required
Color vision:	Required

PHYSICAL DEMANDS (continued)

Hearing	-	Conversation:	Constantly
		Telephone:	Constantly
		Earplugs:	Never

MENTAL REQUIREMENTS

Interpret instructions, Problems-standard, Detailed-uninvolved instructions, One or two-step instructions, Reading-simple, Writing-simple, Math skills-simple, Coordinating, Compiling, Mentoring, Negotiating, Instructing, Supervising, Diverting, Persuading, Speaking-signaling, Serving, Taking instructions-helping, Setting up, Driving-operation, Comprehend/follow instructions, Perform simple-repetitive tasks, Maintain work pace, Relate to other people, Influence other people, Perform varied-complex tasks, Generalizations/evaluations, Responsibility for direction.

WORK ENVIRONMENT

Exposure to: Indoors, Outdoors, Slippery/uneven surfaces, Using computer/computer monitor screen, Works around others, Works alone, Works with others.



AGENDA BILL

Agenda Item No. 5(E)

Date: December 16, 2014
To: El Cerrito City Council
From: Lisa Malek-Zadeh, Finance Director/City Treasurer
Subject: Quarterly Investment Report for Period Ending September 30, 2014

ACTION REQUESTED

Receive and file the City's Quarterly Investment Report for the period ending September 30, 2014.

QUARTERLY INVESTMENT REPORT REVIEW

The Quarterly Investment Report for July 2014-September 2014 shows that the City's investments had a par value of \$1,548,683 as of September 30, 2014. The decrease of \$135,255 from last quarter is due to the use of \$140,278 of Solar Project proceeds and the use of \$10 of Swim Center Debt interest earnings towards a debt service payment offset by \$5,033 in interest earnings. During the quarter, a debt service payment was made in the amount of \$344,896 for the Swim Center Bond Debt and \$1,340,000 of Federal National Mortgage Association (FNMA) investments were called early and converted to money market investments.

The City continues to have minimal investments that are not required for debt service reserves and to have limited, if any, interest earnings on restricted funds. Of the total amount invested, \$2,704 is invested in the pooled funds with the State Treasurer's Local Agency Investment Funds (LAIF) and \$1,545,979 is held in money market funds.

FINANCIAL CONSIDERATIONS

The purpose of the City's Investment Policy is to provide guidelines for prudent investment of the City's idle funds and maximum efficiency of the City's cash management system. The ultimate goal is to enhance the City's economic condition while protecting the funds at all times. The City's investments comply with the "Authorized Investments" section of the Investment Policy.

Reviewed by:

Scott Hanin
City Manager

Attachment:

1. City of El Cerrito Quarterly Investment Report For Period Ending September 30, 2014

City of El Cerrito

Quarterly Investment Report

For the Period Ending September 30, 2014

FUND	INVESTMENT TYPE	INVESTMENT	TRUSTEE/ BROKER	PAR VALUE	COST	INTEREST OR YIELD	MATURITY DATE	COST/ 100	*MARKET VALUE
Pooled Investments	Pooled Fund	LAIF	CA State Treasurer	\$2,704.41	\$2,704.41	0.24%	N/A	100.00	\$2,704.41
Solar Project Financing	Prime Money Market	Deutsche Bank Prime Money Market	Deutsche Bank	\$10,168.87	\$10,168.87	0.01%	N/A	100.00	\$10,168.87
Swim Center Fund	Blackrock Institutional Money Market	Union Bank/Blackrock Liquidity	Union Bank of CA	\$185,335.60	\$185,335.60	0.01%	N/A	100.00	\$185,335.60
City Hall Debt Fund	Blackrock Institutional Money Market	Union Bank/Blackrock Liquidity	Union Bank of CA	\$604,265.84	\$604,265.84	0.01%	N/A	100.00	\$604,265.84
Street Improvement Fund	Blackrock Institutional Money Market	Union Bank/Blackrock Liquidity	Union Bank of CA	\$746,208.66	\$746,208.66	0.01%	N/A	100.00	\$746,208.66
TOTALS, as of September 30, 2014				\$1,548,683.38	\$1,548,683.38				\$1,548,683.38

I certify that this report is in compliance with the City of El Cerrito Investment Policy and that there are adequate funds available to meet the next six months of estimated expenditures as required by the California Government Code 53646.



Lisa Malek-Zadeh, Finance Director/City Treasurer



AGENDA BILL

Agenda Item No. 6(A)

Date: December 16, 2014

To: El Cerrito City Council

From: Maria Sanders, Environmental Analyst
Melanie Mintz, Interim Community Development Director

Subject: Join the Marin Clean Energy Joint Powers Authority and Implement a Community Choice Aggregation Program in El Cerrito

ACTION REQUESTED

Conduct a public hearing and upon conclusion:

1. Adopt a resolution requesting membership in the Marin Clean Energy (MCE) Joint Powers Authority (JPA) and authorizing the City Manager to execute the JPA Agreement with MCE; and
2. Introduce by title, waive any further reading and approve an ordinance authorizing the implementation of a Community Choice Aggregation Program, approving the MCE JPA Agreement, and authorizing the City Manager to execute the JPA Agreement with MCE.

BACKGROUND

The City of El Cerrito's *Climate Action Plan* (CAP), adopted May 2013, contains a strategy to "Explore opportunities for instituting or joining a regional Community Choice Aggregation (CCA) effort" (Strategy EW-3.2). Joining a CCA with a high renewable energy portfolio is identified in the CAP as one of the most cost-effective ways to reduce greenhouse gas emissions in El Cerrito, yielding an estimated 4,200 - 6,700 annual tons of CO₂ reductions by 2020 with relatively little investment on the part of the City.

In 2002, passage of Community Choice Aggregation (AB 117, Migden) allowed CCAs to operate in California. This legislation enables California cities, counties, public agencies, and joint powers agencies to aggregate the electricity demand of its constituents and to procure electricity that meets their desired electricity supply portfolio, while still having the local utility (PG&E, in El Cerrito's case) provide transmission, distribution, billing, and repair services.

Participation in a CCA is automatic for electricity account holders in a jurisdiction that offers a CCA. Customers who do not want to participate and prefer to purchase power from PG&E can opt out of the CCA. CCA participation rates are high due to this opt-out approach, allowing CCA agencies to secure competitive energy contracts in California's

Agenda Item No. 6(A)

incumbent-dominated energy markets. Energy transmission, distribution, repair, most customer service, and billing would continue to be administered by PG&E.

In 2010, MCE launched California's first CCA. MCE is a not-for-profit, local government agency in the form of a JPA currently consisting of all jurisdictions in Marin County, the City of Richmond, and more recently Napa County and the cities of Benicia and San Pablo. The mission of MCE is to address climate change by reducing energy-related greenhouse gas emissions, while also securing energy supply, price stability, energy efficiency, and local economic and workforce benefits. Consistent with that mission, MCE sources energy from 51% renewable sources (compared to PG&E's 2013 22% renewable energy portfolio) at rates that are currently slightly less than those of PG&E. As noted below, although MCE's rates are currently slightly less than PG&E's, its rates have fluctuated in the past and might be higher, or lower, than PG&E's in any given rate-setting period.

Given the success of MCE to procure renewable supplies of electricity at competitive rates, many communities throughout California are taking a fresh look at instituting CCAs. Sonoma County launched their county-wide CCA this year. Nine other counties, including Alameda County, are also exploring CCAs as an option. Closer to home, the City of Richmond successfully joined MCE in 2012. In the past few months, San Pablo, Benicia, and Napa County have also joined MCE, setting the stage for a new electricity procurement cycle with MCE to begin early in 2015.

The City has been exploring CCA for a couple of years. On October 2, 2012, the City Council received a presentation by Marin Clean Energy and the City of Richmond regarding CCA, their membership process, and their program offerings. During the spring of 2014, the El Cerrito Environmental Quality Committee (EQC) hosted several presentations from various groups involved in CCAs in the Bay Area. Agreeing that joining MCE represented the least cost, lowest risk, and most timely option currently available in Contra Costa County, the EQC passed a unanimous motion at its June 2014 meeting requesting that the City Council consider a resolution requesting that MCE conduct a membership analysis for El Cerrito.

On July 15, 2014 the City Council adopted Resolution 2014-28, which authorized the Mayor to submit a letter to MCE requesting that it conduct a membership analysis for El Cerrito and also authorized a contract with MCE for \$18,000 to conduct the membership analysis and to participate in El Cerrito community meetings. The majority of this contract was paid for by a \$15,000 Climate Leader Grant awarded to the City in April 2014 from the World Wildlife Fund.

On November 18, 2014 the City Council held a study session on the prospect of joining MCE, which included detailed discussion on the results of the El Cerrito membership analysis, the benefits and risks of joining MCE, and potential next steps. At that session, the City Council directed staff to:

Agenda Item No. 6(A)

1. Continue pursuing membership in MCE in a timeframe that would enable the City to join the MCE Joint Powers Agency in order to be included in the MCE 2015 procurement cycle; and
2. Provide a copy of MCE's Organizational Structure (see Attachment 4, *MCE Organizational Chart*) and MCE's Audited Financial Statements for Years Ended March 31, 2014 and 2013 (<http://www.marinenergyauthority.com/sites/default/files/key-documents/MCE%20Financial%20Statements%202014%20%202013.pdf>).

The following is a summary of the items discussed during the City Council study session on November 18.

MCE Membership Analysis for El Cerrito: The analysis indicates that under current market conditions expansion of MCE membership to include El Cerrito would likely result in an approximate 1% rate reduction for MCE customers, including all existing and prospective accounts, and would increase the amount of renewable energy being used in California's energy market by approximately 16,000 megawatt hours (MWh) per year, resulting in a greenhouse gas (GHG) emissions reduction of approximately 5 million pounds of CO₂ per year.

Benefits of Joining MCE:

- **Consumer Choice:** Joining MCE would provide El Cerrito residents and businesses with a choice in regard to their energy provider and the degree to which their energy comes from renewable and non-nuclear sources.
- **Competitive Electricity Rates:** MCE customers are currently receiving cleaner electricity at rates that are slightly lower than those of PG&E.
- **Renewable Incentive Programs:** MCE offers a solar net energy metering (NEM) program that provides better terms than comparable PG&E programs.
- **Access to PG&E and MCE Energy Efficiency Programs:** Because PG&E still provides MCE customers with transmission and generation services, they are also PG&E customers and will still have access to energy efficiency and other programs provided by PG&E. In addition, MCE operates energy efficiency programs that are more specifically targeted to the constituents in its territory.
- **Support of Community Programs and Projects:** As a non-profit public agency, MCE allocates a portion of revenues to local projects and programs within its service area.

Risks of Joining MCE:

- **JPA Debts and Liabilities:** MCE has limited the liability of their members by including in the JPA agreement a provision explicitly stating that the debts, liabilities and obligations of the JPA shall not be debts, liabilities and obligations of the individual JPA members. While this provision significantly limits the risks of liability to members, it does not insulate them from all risk.

- **Competitive Rates:** Currently MCE electricity rates are less than PG&E's rates. Due to a variety of regulatory, environmental, and market factors, MCE may not always be able to provide rates that "meet or beat" PG&E's rates. The converse is also true: PG&E's rates are influenced by similar, as well as separate, price pressures that may make their rates higher in any given season.

Other Considerations Prior to Joining MCE:

- **MCE's Organizational Soundness:** An independent assessment¹ of MCE's organizational soundness concludes that MCE's governance structure is reasonable, the management is experienced and competent, and the finances are sound. MCE has been able to increase its net-surplus operating reserves consistently from year to year.² The assessment concludes that while its long-term financial plan may be optimistic in certain years, less optimistic assumptions would also result in net surplus revenues.
- **JPA Participation and Voting Share:** An El Cerrito City Councilmember would represent the City on the MCE Board of Directors. El Cerrito would have equal participation rights as any jurisdiction in MCE. As outlined in the MCE Joint Powers Agreement (Attachment 3, *MCE JPA Agreement*), each member is given a weighted voting share. As a function of this formula, El Cerrito's JPA voting share would be 5.34% of the total JPA, which is in the top 50% of voting shares on the Board.
- **El Cerrito Time Commitment:** Participating in the JPA will require a time commitment on part of both staff and Council Members, amounting to approximately 10 hours per month shared between staff and El Cerrito's appointed Board Member.
- **Impacts on Municipal Accounts:** Using current electricity rate comparisons, staff estimates that the annual potential financial impact could result in a 3.8% cost decrease of approximately \$11,700 (if the City were to enroll its accounts in MCE, which is not a decision being made tonight). Using current emissions factors, enrolling municipal accounts in MCE would reduce GHG emissions by 82 tons of CO₂e, or about 10% of the tons needed to reach our 2020 municipal GHG reduction goal of 803 tons.

DISCUSSION

As a result of the Council study session, the City Council directed staff to continue pursuing membership in MCE in order to be included in MCE's 2015 electricity procurement cycle. This membership process includes adopting a resolution officially

¹ *Risk Assessment of Participation in the Marin Clean Energy Community Choice Aggregation Program on Behalf of the City of Benicia*. Prepared by MRW and Associates, October 2014

² Also see MCE's Audited Financial Statements for Years Ended March 31, 2014 and 2013

<http://www.marinenergyauthority.com/sites/default/files/key-documents/MCE%20Financial%20Statements%202014%20%202013.pdf>

requesting membership in the MCE JPA and conducting a public hearing to adopt an ordinance authorizing the implementation of a CCA program and approving the MCE JPA Agreement. Upon completion of the steps described above, the executed City ordinance and signed JPA Agreement will be presented to the MCE Board for acceptance at its next Board meeting.

MCE Customer Enrollment Process: After the steps above are completed, MCE would then begin procuring additional electricity supplies for the El Cerrito customer base. At that time, MCE would begin a robust community outreach process: Over a 5-month period, customers in El Cerrito will receive multiple notices about their new energy choice and their right to opt-out of MCE and stay with PG&E. If a customer does nothing, they will automatically be enrolled in MCE's default "Light Green" service coming from 51% renewable energy sources, rates for which are currently slightly less than PG&E's comparable rates. Customers are also given a choice to "opt-up" to receive MCE's "Deep Green" service, which comes from 100% renewable sources currently at a price of \$0.01 per kWh more than the Light Green option. PG&E will continue to deliver energy, maintain the lines and wires, and provide billing services to all customers; MCE will ensure the electricity for El Cerrito's energy consumers is sourced from more renewable resources.

Community Input Prior to Joining MCE: In order to solicit community input on the prospect of joining MCE after the November City Council study session, staff advertised and posted a survey on the City's Open El Cerrito website at www.el-cerrito.org/CCAforum and held a community workshop on December 3, 2014. To date, approximately 40 residents participated in either one of those forums. Comments are almost exclusively in favor of joining. A small minority of responses, while still interested in having energy choices, expressed concern regarding the role of "Unbundled Renewable Energy Certificates" in MCE's purchasing strategy and regarding MCE's current contract with Shell Energy North America, which they considered to be less socially and environmentally responsible than PG&E.

The following provides more information on MCE's current position vis-à-vis these two concerns:

- **The Role of Renewable Energy Certificates (RECs) in MCE's Renewable Energy Portfolio (RPS):** RECs are the accepted accounting mechanism for tracking the actual characteristics of renewable energy generating sources. Compliance with California's RPS law is monitored through RECs. RECs can either be sold with the electron from the physical generation source ("bundled RECs") or can be separated from the renewable electron and sold to an energy provider for RPS compliance or for voluntary use ("unbundled RECs"). Under California's RPS law, energy providers can only use a certain percentage of unbundled RECs to meet the current RPS requirement of 33% renewable energy by 2020. Right now, unbundled RECs are allowed to comprise up to 15% of an energy provider's RPS and will be lowered to no more than 10% by 2017. This progressive shift is meant to drive the development of new renewable generation to displace generation from fossil fuels.

Agenda Item No. 6(A)

MCE's energy resource mix is documented in its annual *Integrated Resource Plan*.³ In 2015, MCE's resource mix is expected to include a very high proportion of renewable energy compared to other utilities, with plans to significantly increase the use of bundled renewable energy supply to approximately 39% of the Light Green supply portfolio. In order to provide the promised 50% renewable energy for the Light Green program, the remaining percentage is achieved through voluntary purchases of unbundled RECs.

MCE also offers a voluntary "Deep Green" 100% renewable energy option for customers, which is currently sourced from Green-e Energy⁴ certified wind RECs. Deep Green comes at a premium of \$0.01/kWh, which adds up to about \$5 more per month for a typical home. Half of the Deep Green premium paid by participating customers will be allocated to support local development of renewable energy projects.

MCE is preparing to offer a second 100% renewable energy option, called Local Sol, which will be sourced entirely from a new solar farm in Novato, California. The product will be limited to approximately 200 customers with a guaranteed, fixed rate for 20 years. Compared to current Deep Green rates, the Local Sol option will cost approximately 30% more.

MCE's goal is to provide a variety of options to empower electricity customers to choose the product that meets their values and budget. For those who want a 100% renewable, 100% local, entirely "bundled" renewable energy product, the Local Sol program will meet these criteria. Alternatively, for those who are more price sensitive, MCE's Light Green 50% renewable energy product currently meets or beats PG&E's rates for energy. Customers who would like to buy a 100% renewable energy project for slightly more than Light Green can choose Deep Green. Finally, customers can choose to stay with PG&E, whose latest reported resource mix was 22% renewable in 2013, and also includes a limited amount of unbundled RECs.

- **Shell Energy North America Contract:** When MCE first began serving customers in 2010, MCE entered into an agreement with Shell Energy North America to meet MCE's customers' energy requirements. Since that time, MCE has diversified its resource mix and contracted with other energy developers. As of December 2014, MCE has contracted with 14 energy suppliers, and has nearly a dozen local renewable energy projects in the queue for development in Richmond and Marin. MCE's contract with Shell is set to expire at the end of 2017. Shell supplies energy

³ Every year, MCE must submit to the CPUC an update to its "Integrated Resource Plan." The last was submitted in November 2014. To view the full document, visit http://marincleanenergy.org/sites/default/files/key-documents/2014_Integrated_Resource_Plan.pdf

⁴ Green-e Energy is one of the nation's leading renewable energy certification program. Visit <http://www.green-e.org/> for more information.

to utilities throughout the western region and also provides energy to PG&E customers.

STRATEGIC PLAN CONSIDERATIONS

Goal F, “Foster environmental sustainability citywide,” of the El Cerrito Strategic Plan contains an objective to implement the City’s *Climate Action Plan* by facilitating “energy and water efficiency and greater adoption of clean energy.” Because CCAs in the Bay Area are being formed to procure electricity from renewable energy sources, joining a CCA is identified in the CAP as one of the more powerful and cost-effective strategies for reducing greenhouse gas emissions in El Cerrito. There is no other strategy in the CAP that provides a similar magnitude of reductions at a similar cost.

If the City joined MCE, GHG emissions reductions are estimated to be 2,500 tons of CO₂e in the first year of full enrollment. By 2020 this reduction is likely to increase as MCE continues to increase its renewable portfolio and was estimated by the CAP to provide between 4,200 and 6,700 tons CO₂ reductions per year.

ENVIRONMENTAL CONSIDERATIONS

Joining MCE is an administrative action that will not result in a direct physical change to the environment or a reasonably foreseeable indirect change to the environment, and thus is not a project as defined by the California Environmental Quality Act (CEQA) Guideline Section 15378.

FINANCIAL CONSIDERATIONS

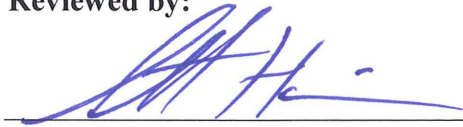
There are no direct financial impacts to the City’s General Fund if the City Council elects to join MCE. MCE electricity and programs are funded by ratepayers that choose to participate in MCE. If the City Council joins MCE by early 2015, no additional outside expenses are anticipated. If it elects to pursue membership in 2016, an additional membership analysis would need to be funded and conducted. The cost of community outreach to assist community members in understanding the opt-out system, once the City joins, would be borne by MCE. However, there will be internal expenses related to staff time supporting El Cerrito as a JPA member and to initially assist MCE in their customer outreach process during the enrollment period.

As stated previously, if the City enrolls all its electrical municipal accounts in MCE’s Light Green program, the annual potential financial impact is estimated to result in a 3.8% cost decrease of approximately \$11,700. This estimate is based on current MCE and PG&E rates. As both MCE and PG&E rates vary from year to year, the actual financial impact will be different at the time of enrollment.

LEGAL CONSIDERATIONS

The process for joining MCE is as described in this report. All procedures established by state law, and all required notices have been properly given. The City Attorney has reviewed the MCE JPA Agreement, the resolution requesting membership in MCE, and the ordinance for implementing the CCA in El Cerrito by participating as a member of MCE and for approving the JPA agreement.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Resolution
2. Ordinance
3. MCE Joint Powers Authority Agreement (“JPA Agreement”)
4. MCE Organizational Chart

On-line Resources

5. MCE's Audited Financial Statements for Years Ended March 31, 2014 and 2013
<http://www.marinenenergyauthority.com/sites/default/files/key-documents/MCE%20Financial%20Statements%202014%20%202013.pdf>
6. MCE 2014 Integrated Resource Plan
http://marincleanenergy.org/sites/default/files/key-documents/2014_Integrated_Resource_Plan.pdf
7. Correspondence related to MCE membership

RESOLUTION 2014-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
REQUESTING MEMBERSHIP IN THE MARIN CLEAN ENERGY (MCE) JOINT POWERS
AGENCY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT
POWERS AUTHORITY AGREEMENT WITH MCE

WHEREAS, the City of El Cerrito has adopted resolutions supporting state and local actions to reduce greenhouse gas emissions, including Resolution 2006-61 endorsing the U.S. Mayors Climate Protection Agreement and Resolution 2006-93 endorsing the reduction targets of the California Global Warming Solutions Act (AB 32); and

WHEREAS, the City of El Cerrito adopted its Climate Action Plan on May 21, 2013 with the goal of reducing greenhouse gas emissions from the El Cerrito community and its own city operations by 15% below 2005 emissions levels by 2020 and 30% below 2005 levels by 2035; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE), formerly known as Marin Energy Authority, was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time (“MCE Joint Powers Agreement”); and

WHEREAS, the purpose of MCE is to address climate change by reducing energy related greenhouse gas emissions and securing energy supply, price stability, energy efficiencies and local economic and workforce benefits; and

WHEREAS, the El Cerrito Climate Action Plan has identified membership in a CCA that procures from renewable energy sources to be one of the most cost-effective greenhouse gas emissions reductions strategies; and

WHEREAS, the City Council adopted Resolution 2014-28 on July 15, 2014 authorizing the Mayor to submit a letter to Marin Clean Energy requesting it conduct a membership analysis for El Cerrito; and the subsequent membership analysis demonstrated that the City of El Cerrito joining MCE would provide positive rate-payer and environmental benefits in existing and prospective MCE-member communities; and

WHEREAS, the City Council supports the mission of MCE and its intent to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including solar and wind energy production at competitive rates for customers; and

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City of El Cerrito to individually adopt a resolution requesting membership in Marin Clean Energy and an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction; and

WHEREAS, this administrative action is exempt from CEQA, per State CEQA Guidelines Section 15378, which states there cannot be a project unless the proposed action will result in “either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.” State CEQA Guidelines Section 15378(b)(5) states that “Organization or administrative activities of governments that will not result in direct or indirect physical changes in the environments” are not projects. Joining a CCA presents no foreseeable significant adverse impact to the environment because California State regulations such as the Renewable Portfolio Standard and the Resource Adequacy requirements apply equally to CCAs as they do the City’s current electricity supplier, PG&E.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby requests that the Board of Directors of MCE approve the City of El Cerrito as a member of MCE, and authorizes the City Manager to execute the Joint Powers Authority Agreement with MCE; and

BE IT FURTHER RESOLVED the City Council of the City of El Cerrito does hereby find that this action is exempt from CEQA and directs City Staff to file a notice of exemption with the County Clerk.

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

I CERTIFY that at a regular meeting on December 16, 2014 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December _____, 2014.

Agenda Item No. 6(A)
Attachment 1

Cheryl Morse, City Clerk

APPROVED:

Mark Friedman, Mayor

ORDINANCE NO. 2014-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM, APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT POWERS AGREEMENT WITH MARIN CLEAN ENERGY

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

SECTION 1. FINDINGS

On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “CCA Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

The CCA Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE), formerly known as Marin Energy Authority, was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time (“MCE Joint Powers Agreement”); and

The purpose of MCE is to address climate change by reducing energy related greenhouse gas emissions and securing energy supply, price stability, energy efficiencies and local economic and workforce benefits; and

On February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and

The City of El Cerrito adopted a Climate Action Plan on May 21, 2013 with the goal of reducing greenhouse gas emissions from the El Cerrito community and its own city operations by 15% below 2005 emissions levels by 2020 and 30% below 2005 levels by 2035; and

The El Cerrito Climate Action Plan contains goals and objectives to reduce reliance on fossil fuel based energy by increasing renewable energy throughout El Cerrito, including membership in a CCA, which it identified to be one of the most cost-effective greenhouse gas emissions reductions strategies available to the City; and

The City Council supports the mission of MCE and its intent to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including solar and wind energy production at competitive rates for customers; and

In order to become a member of MCE, the Act requires the City to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in Marin Clean Energy; and

This administrative action is exempt from CEQA, pursuant to State CEQA Guidelines Section 15378, which states there cannot be a project unless the proposed action will result in “either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.” State CEQA Guidelines Section 15378(b)(5) states that “Organization or administrative activities of governments that will not result in direct or indirect physical changes in the environments” are not projects. Joining a CCA presents no foreseeable significant adverse impact to the environment because California State regulations such as the Renewable Portfolio Standard and the Resource Adequacy requirements apply equally to CCAs as they do the City’s current electricity supplier, PG&E.

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Pursuant to Title 14 of the California Administrative Code, the City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) for the following reasons: (1) Pursuant to State CEQA Guidelines Section 15378, there cannot be a project unless the proposed action will result in “either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment;” and (2) State CEQA Guidelines Section 15378(b)(5) states that “organization or administrative activities of governments that will not result in direct or indirect physical changes in the environments” are not projects.

SECTION 3. APPROVAL

The City Council of the City of El Cerrito elects to implement a Community Choice Aggregation program within the City’s jurisdiction by and through the City’s participation in MCE. The City Manager is hereby authorized to execute the MCE Joint Powers Agreement.

SECTION 4. NOTICING, POSTING, AND PUBLICATION

This ordinance is adopted pursuant to the procedures established by state law, and all required notices have been given, and the public hearing has been properly held and conducted.

SECTION 5. EFFECTIVE DATE

This ordinance shall not take effect until thirty days after the second reading, January 6, 2015.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on December 16, 2014 and passed by the following vote:

AYES:	Councilmembers
NOES:	Councilmembers

ABSTAIN: Councilmembers
ABSENT: Councilmembers

Adopted and ordered published at a regular meeting of the City Council held on January 6, 2015
and passed by the following vote:

AYES: Councilmembers
NOES: Councilmembers
ABSTAIN: Councilmembers
ABSENT: Councilmembers

APPROVED:

Mark Friedman, 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 6, 2015.

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. 2014-XX 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 _ day of January, 2015; 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, 2015.

Cheryl Morse, City Clerk

**Marin Energy Authority
- Joint Powers Agreement -**

Effective December 19, 2008

**As amended by Amendment No. 1 dated December 3, 2009
As further amended by Amendment No. 2 dated March 4, 2010
As further amended by Amendment No. 3 dated May 6, 2010
As further amended by Amendment No. 4 dated December 1, 2011
As further amended by Amendment No. 5 dated July 5, 2012
As further amended by Amendment No. 6 dated September 5, 2013
As further amended by Amendment No. 7 dated December 5, 2013
As further amended by Amendment No. 8 dated September 4, 2014**

Among The Following Parties:

**City of Belvedere
Town of Corte Madera
Town of Fairfax
City of Larkspur
City of Mill Valley
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
Town of Tiburon
County of Marin
County of Napa**

MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT

This **Joint Powers Agreement** (“Agreement”), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 CONTRACT DOCUMENTS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

1.3 Revision of Exhibits. The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Initial Participants. During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
 - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
 - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
 - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
 - 2.5.5** lease any property;
 - 2.5.6** sue and be sued in its own name;
 - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
 - 2.5.8** issue revenue bonds and other forms of indebtedness;
 - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10 submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
 - 2.5.11 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
 - 2.5.12 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6 **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7 **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 3 AUTHORITY PARTICIPATION

- 3.1 **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2 **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4

GOVERNANCE AND INTERNAL ORGANIZATION

- 4.1 **Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2 **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1 The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party.
- 4.2.2 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director has been removed may appoint a replacement.
- 4.3 **Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4 **Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.
- 4.9.2.** Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.
- 4.9.2.1 Pro Rata Voting Share.** Each Director shall have an equal voting share as determined by the following formula: (1/total number of

Directors) multiplied by 50, and

4.9.2.2 Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 50, where (a) “Annual Energy Use” means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWhs”), within the Party’s respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party’s respective jurisdiction that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

4.9.2.3 The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

4.10 Board Voting on General Administrative Matters and Programs Not Involving CCA. Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions. The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by

providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

4.12 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

4.13 Selection of Board Officers.

4.13.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

4.13.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.13.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to

file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

- 4.14 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Preliminary Implementation of the CCA Program.

- 5.1.1 Enabling Ordinance.** Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- 5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

5.1.3 Effect of Vote On Required Implementation Action. In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program (“Required Implementation Action”), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

5.1.3.1 The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

5.1.3.2 After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

5.1.4 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties’ right to withdraw from the Authority as described in Article 7.

ARTICLE 6 FINANCIAL PROVISIONS

6.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

6.2 Depository.

6.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

6.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

6.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

6.3 Budget and Recovery Costs.

6.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 County Funding of Initial Costs. The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the

payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

6.3.3 CCA Program Costs. The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

6.3.4 General Costs. Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

6.3.5 Other Energy Program Costs. Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 General.

7.1.1.1 Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

7.1.1.2 Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6

months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

7.1.2 Amendment. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 Continuing Liability; Further Assurances. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

7.2 Involuntary Termination of a Party. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

7.3 Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such

Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.

- 7.4 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.
- 7.5 **Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.
- 8.2 **Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses

available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Thomas Cromwell

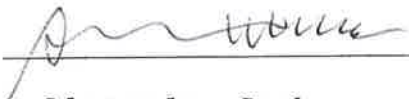
Title: Mayor

Date: December 8, 2008

Party: City of Belvedere

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Alexandra Cock

Title: Mayor

Date: December 6, 2011

Party: Town of Corte Madera

ATTEST


Christine Green, Town Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinsoff

Name: David Weinsoff

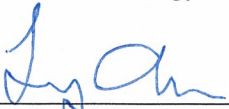
Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Larry Chu

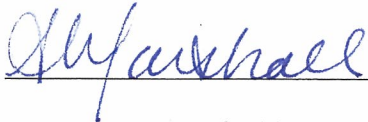
Title: Mayor, Larkspur

Date: November 16, 2011

Party: CITY OF LARKSPUR

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority

By: Deane McLaughlin
Name: Deane McLaughlin
Title: Mayor
Date: 7/5/12
Party: City of Richmond

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

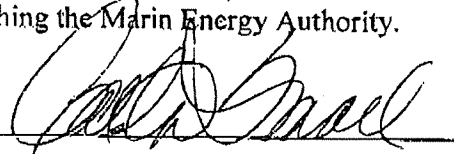
By: _____

Name: _____

Title: _____

Date: _____

Party: _____



Carla Small

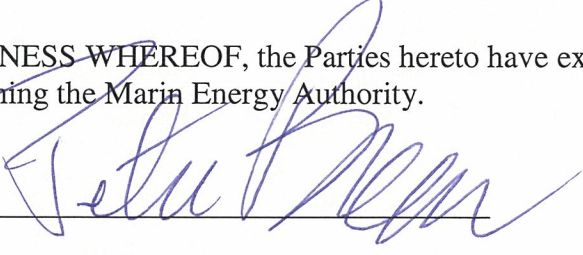
Mayor

11/16/11

Town of Ross

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____

Name: Peter Breen

Title: Mayor

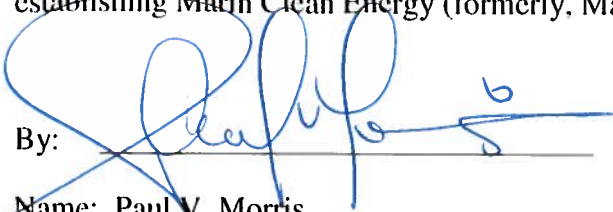
Date: January 9, 2009

Party: Town of San Anselmo

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: DECEMBER 1, 2008

Party: CITY OF SAN RAFAEL

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Amy Belser

Name: Amy Belser

Title: Mayor

Date: November 18, 2008

Party: City of Sausalito

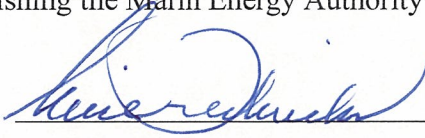
Attest:

Debbie Cardiaso
Deputy City Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____



Name: ALICE FREDERICKS

Title: MAYOR

Date: _____

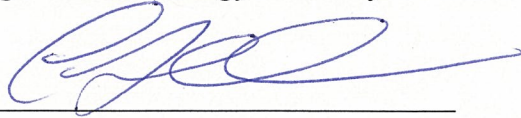
2/10/09

Party: TOWN OF TIBURON

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: _____



Name: _____

CHARLES F. McGRATH

Title: _____

PRESIDENT, Bd of SUPERVISORS

Date: _____

November 18 2008

Party: _____

COUNTY OF MARIN

ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

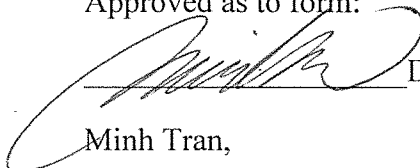
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 7/21/14

Minh Tran,

County Counsel

Exhibit A

To the Joint Powers Agreement Marin Energy Authority

-Definitions-

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

Exhibit B

To the Joint Powers Agreement Marin Energy Authority

-List of the Parties-

City of Belvedere
Town of Corte Madera
Town of Fairfax
City of Larkspur
City of Mill Valley
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
Town of Tiburon
County of Marin
County of Napa

Exhibit C
To the
Joint Powers Agreement
Marin Clean Energy
- Annual Energy Use -

This Exhibit C is effective as of September 5, 2014.

Party	kWh (2012/2013*)
City of Belvedere	9,973,170
Town of Corte Madera	62,093,107
Town of Fairfax	24,700,647
City of Larkspur	63,174,199
City of Mill Valley	69,176,164
City of Novato	286,565,119
City of Richmond	581,012,267
Town of Ross	13,529,793
Town of San Anselmo	46,642,417
City of San Pablo	97,383,170
City of San Rafael	347,362,327
City of Sausalito	48,099,763
Town of Tiburon	40,913,144
County of Marin	330,023,521
County of Napa	348,095,521
Authority Total Energy Use	2,368,744,329

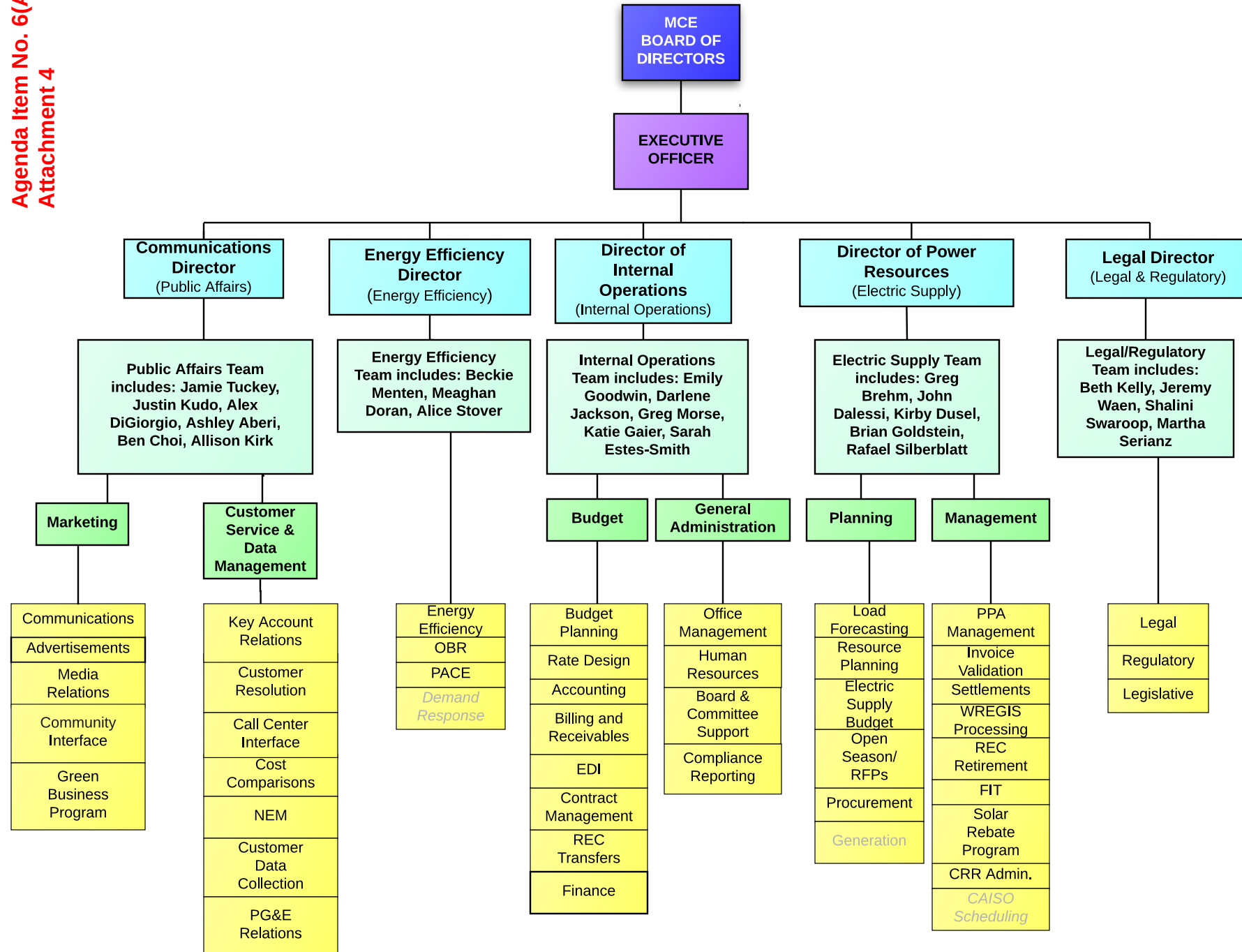
*Data Provided by PG&E

Exhibit D
To the
Joint Powers Agreement
Marin Clean Energy
- Voting Shares -

This Exhibit D is effective as of September 5, 2014.

Party	kWh (2012/2013*)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of Belvedere	9,973,170	3.33%	0.21%	3.54%
Town of Corte Madera	62,093,107	3.33%	1.31%	4.64%
Town of Fairfax	24,700,647	3.33%	0.52%	3.85%
City of Larkspur	63,174,199	3.33%	1.33%	4.67%
City of Mill Valley	69,176,164	3.33%	1.46%	4.79%
City of Novato	286,565,119	3.33%	6.05%	9.38%
City of Richmond	581,012,267	3.33%	12.26%	15.60%
Town of Ross	13,529,793	3.33%	0.29%	3.62%
Town of San Anselmo	46,642,417	3.33%	0.98%	4.32%
City of San Pablo	97,383,170	3.33%	2.06%	5.39%
City of San Rafael	347,362,327	3.33%	7.33%	10.67%
City of Sausalito	48,099,763	3.33%	1.02%	4.35%
Town of Tiburon	40,913,144	3.33%	0.86%	4.20%
County of Marin	330,023,521	3.33%	6.97%	10.30%
County of Napa	348,095,521	3.33%	7.35%	10.68%
	2,368,744,329	50.00%	50.00%	100.00%

*Data Provided by PG&E





**December 16, 2014
Regular City Council Meeting**

Agenda Item No. 6(A)

Attachment 5 - MCE's Audited Financial Statements for Years Ended March 31, 2014 and 2013

<http://www.marinenergyauthority.com/sites/default/files/key-documents/MCE%20Financial%20Statements%202014%20%202013.pdf>

Attachment 6 - MCE 2014 Integrated Resource Plan

http://marincleanenergy.org/sites/default/files/key-documents/2014_Integrated_Resource_Plan.pdf

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

Dear Mayor Friedman and City Council Members,

Thank you for directing City staff to pursue community choice aggregation (CCA) membership with Marin Clean Energy (MCE) for their 2015 membership cycle.

I enthusiastically support the adoption of an ordinance to join a CCA program under MCE. Doing so provides El Cerrito businesses and residents a democratic choice to express their values regarding the source of their electric power, which they do not enjoy today. The default MCE power portfolio delivers a higher fraction of renewable energy with slightly lower monthly bills, and offers the possibility to purchase 100% renewable power (“opting up”) for a small premium.

Joining MCE will dramatically increase the fraction of renewably sourced electrical power consumed in El Cerrito. This stands to be the single largest and fastest action to contribute to meeting our Climate Action Plan (CAP) goals. Based on recent greenhouse gas (GHG) inventories, showing significant progress toward meeting our 2020 CAP target, joining MCE should easily make up the remainder and put us on the path to exceed our GHG emission goals.

Risks associated with pricing changes have been identified in the thorough CCA membership analysis that has been prepared. It is important to recognize that there are also similar risks associated with the status quo. In fact, there is typically less risk when a consumer has a choice, so the CCA option should not be considered highly risky compared to what we have today. CCA and MCE are well proven and are based on a open and transparent public representation process.

While it is clear there is a significant advantage for solar net-metering customers who own their solar equipment, going forward, it would be useful to clarify the implications of CCA transition for solar net-metering customers who have engaged a residential solar lease rather than direct ownership of their home solar system. This detail has not been clear in previous presentations. I do not expect it to be a problem, but I look forward to avoiding any confusion that might diminish enrollment or cause negative impressions of the program.

As a member of the Environmental Quality Committee I expect to actively participate in the public education and outreach performed by MCE to ensure high rates of enrollment and opting up. Richmond achieved impressively high rates of enrollment including the highest voluntary opt-up enrollment in MCE service territory. El Cerrito should strive to meet or exceed those achievements and I will work as a volunteer to help make that happen.

Sincerely,

Howdy Goudey



635 Elm St.
El Cerrito, CA 94530

Cheryl Morse

Subject: FW: CCA Community Workshop
Attachments: Appx A from 2013_Integrated_Resource_Plan-1.pdf

From: Betony Jones [<mailto:betony.jones@gmail.com>]
Sent: Wednesday, December 03, 2014 12:47 PM
To: Maria Sanders
Subject: CCA Community Workshop

Hi Maria,

I hope to make it tonight, but I have a competing commitment.

I wanted to get my CCA thoughts to you.

I like the promise of CCA, but I am skeptical that it can deliver on all fronts (keeping rates competitive, accelerating the transition to local renewables, creating good jobs, etc.) MCE relies on unbundled and voluntary RECs to meet their green power claims. (see attached). They do not yet appear to be doing as well as PG&E in terms of meeting the RPS, and if we were to get more local renewable energy, I think costs would go up. That is fine for people like me, but not so good for the business or low-income community. People can opt out of course, but if we go with CCA, we want it to be successful, i.e. not result in high opt-out rates, which would kill it permanently.

Buying power from Shell is actually worse than from PG&E, from a social responsibility perspective. I know they are both corporate entities whose profits go to shareholders, but PG&E has a far better record on labor relations, and environmental and social responsibility. I know Shell is a means to an end, but I would like to see quicker and more aggressive moves toward that end than we have so far seen with MCE. The jury is still out on whether the CCA model is better for consumers, the community, and the environment than PG&E.

I also wonder how permanent the arrangement would be. It might make sense to wait to see where Alameda County goes. How much voting power would El Cerrito have-- could we actually influence their business decisions?

--Betony

--

Betony Jones
1205 Navellier St

Appendix A: Load and Resource Tables

Marin Clean Energy Resource Balance										
October, 2013										
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (GWh)										
Retail Load	1101	1275	1275	1275	1275	1275	1275	1275	1275	1275
New Energy Efficiency and Distributed Generation	(9)	(23)	(40)	(63)	(85)	(107)	(129)	(152)	(174)	(196)
Retail Load (Net of EE/DG)	1,092	1,252	1,235	1,212	1,190	1,168	1,146	1,123	1,101	1,079
Distribution Line Losses and Unaccounted For Energy	66	75	74	73	71	70	69	67	66	65
Total Energy Requirements	1,158	1,328	1,309	1,285	1,261	1,238	1,214	1,191	1,167	1,144
Renewable Energy Content (%)										
Light Green	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
RPS Qualifying	27%	27%	27%	27%	27%	29%	31%	33%	33%	33%
Deep Green Participation	1%	3%	3%	3%	4%	4%	4%	5%	5%	5%
Overall MCE Renewable Energy Content (RPS and Voluntary)	51%	52%	52%	52%	52%	52%	52%	53%	53%	53%
Renewable Energy Requirements(GWh)										
PCC 0 (SENA P1)	39	39	14	-	-	-	-	-	-	-
PCC 1 (Bundled, In-State)	128	194	208	213	241	254	266	278	273	267
PCC 2 (Bundled, Firmed and Shaped)	64	60	64	65	48	51	53	56	55	53
PCC 3 (REC Only)	64	45	48	49	32	34	36	37	36	36
Subtotal, RPS Renewable Energy Requirements	295	338	333	327	321	339	355	371	363	356
Voluntary Renewable Energy Certificate Requirements(GWh)										
Light Green Volume	251	288	284	279	274	245	218	191	187	183
Deep Green Incremental Volume	5	19	20	21	21	22	23	28	29	29
Subtotal, Voluntary RECs	257	307	304	299	295	267	241	219	216	213
Conventional Energy Requirements (includes energy w/ unbundled RECs)	927	1,034	1,023	1,007	972	933	895	857	840	823
Renewable Resources Under Contract (GWh)										
Baseline (SENA P1)	39	39	14	-	-	-	-	-	-	-
PCC 1	-	-	-	-	-	-	-	-	-	-
SENA P2A	-	3	2	-	-	-	-	-	-	-
G2 Hay	6	12	12	12	12	12	12	12	12	12
G2 Ostrom	5	13	13	13	13	13	13	13	13	13
Cottonwood	-	-	63	63	63	63	63	63	63	63
SENA P2B	74	58	19	-	-	-	-	-	-	-
Genpower	34	34	34	34	34	34	34	34	34	34
RE Kansas	-	-	40	46	49	-	-	-	-	-
SENA P3	-	-	43	60	-	-	-	-	-	-
SR Airport	2	2	2	2	2	2	2	2	2	2
Calpine ST	-	26	-	-	-	-	-	-	-	-
Calpine LT	-	-	-	-	88	88	88	88	88	88
Subtotal PCC 1	121	148	228	230	261	212	212	212	212	212
PCC 2										
SENA P2A	13	15	6	-	-	-	-	-	-	-
SENA P2B	49	35	12	-	-	-	-	-	-	-
SENA P3	-	10	47	51	-	-	-	-	-	-
Subtotal PCC 2	62	60	65	51	-	-	-	-	-	-
PCC 3	-	-	-	-	-	-	-	-	-	-
OneEnergy	38	-	-	-	-	-	-	-	-	-
Middle Fork ID	22	11	-	-	-	-	-	-	-	-
Subtotal PCC 3	60	11	-	-	-	-	-	-	-	-
Subtotal, RPS Renewable Resources Under Contract	282	258	307	281	261	212	212	212	212	212
Voluntary RECs Under Contract										
3 Degrees	-	-	-	-	-	-	-	-	-	-
OneEnergy	250	-	-	-	-	-	-	-	-	-
Subtotal Voluntary RECs Under Contract	250	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewables (GWh)										
PCC 1	7	47	(20)	(17)	(20)	42	55	66	61	55
PCC 2	2	(0)	(1)	14	48	51	53	56	55	53
PCC 3	4	34	48	49	32	34	36	37	36	36
Subtotal, Open Position, Renewables	13	80	27	47	61	127	143	159	152	144
Open Position, Voluntary RECs	7	307	304	299	295	267	241	219	216	213
Conventional Resources Under Contract (GWh)										
SENA Shaped Energy (Net of SENa RE and Unit Specific)	808	977	960	946	920	-	-	-	-	-
WAPA Base Resource	0	0	25	25	25	25	25	25	25	25
Donnells Hydro	110	0	0	0	0	0	0	0	0	0
Subtotal, existing Conventional Resources	918	977	985	971	945	25	25	25	25	25
Open Position, Conventional Energy (GWh)	9	57	38	36	27	908	870	832	815	798
Total Energy Under Contract (GWh)	1,140	1,224	1,292	1,252	1,206	237	237	237	237	237
Net Open, All Physical Energy (GWh)	18	104	17	33	56	1,001	978	954	930	907
Total Energy Contract Coverage (%)	98%	92%	99%	97%	96%	19%	19%	20%	20%	21%



AGENDA BILL

Agenda Item No. 6(B)

Date: December 16, 2014
To: El Cerrito City Council
From: Margaret Kavanaugh-Lynch, Development Services Manager
Subject: Approval of various proposed Zoning Ordinance Text Amendments

RECOMMENDATION

Conduct a public hearing and upon conclusion, introduce by title, waive any further reading and approve an ordinance amending Chapters 19.06, 19.07, 19.46 and 19.47 of the El Cerrito Municipal Code to propose the amendment of three definitions: Supportive Housing, Transitional Housing and Lot Line Types and integrate the changes into the Zoning Ordinance.

BACKGROUND

Title 19 of the El Cerrito Municipal Code is also known as the Zoning Ordinance. California Government Code Section 65853 establishes a series of steps necessary to amend a City's Zoning Ordinance; these steps are also noted in Section 19.40 of the El Cerrito Municipal Code. At various times throughout the year, planning staff will bring before the Planning Commission proposed text amendments for their consideration and potential recommendation to the City Council. The purpose of this staff report is to propose the amendment of three definitions: Supportive Housing, Transitional Housing and Lot Line Types and integrate those changes into the Zoning Ordinance.

DISCUSSION

In the Housing Policy Program section of the 2007-2014 Housing Element, the City stated in Program 15.6 that the Zoning Ordinance would be updated to include a definition of Transitional and Supportive Housing as defined in Health and Safety Code Sections 50675.2 and 50675.14. The intent of this action was to clearly define these uses and to allow them wherever identical residential uses are allowed.

Transitional Housing

Current Definition/Use Classification: Transitional Housing.

Establishments that provide temporary housing in a structured living environment and where residents have access to various voluntary support services, such as health, mental health, education and employment/training services to obtain skills necessary for independent living. Living accommodations are shared living quarters with or without separate kitchen or bath facilities for each room or unit. The occupancy period shall be

at least 30 days. This category excludes temporary housing that does not include support services and community social service facilities such as emergency shelters.

Proposed Definition: Transitional Housing.

Buildings configured as rental housing developments, but operated under program requirements that require (*call for*) the termination of assistance and recirculating (*recirculation*) of the assisted unit to another eligible program recipient at (*some*) a predetermined future point in time that (*which*) shall be no less than six months from the beginning of assistance.

The actual text of Health and Safety Code Sections 50675.2 is slightly different and shown above in italics. Staff believes that the modified language is substantially compliant with the noted code section as well as clearer to understand. Staff also notes that these definitions were included in the Definitions Section of the newly adopted San Pablo Avenue Specific Plan.

Supportive Housing

Current Definition: There is no current definition for Supportive Housing in the Definitions Section of the Zoning Ordinance. There is a somewhat similar definition/use classification entitled Community Social Service Facilities. It reads: Any noncommercial facility, such as homeless shelters, emergency shelters and facilities providing social services such as job referral, housing placement and which may also provide meals, showers, and/or laundry facilities, typically for less than 30 days. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term.

Proposed Definition: Housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, where possible, work in the community.

This is the verbatim text of Section 50675.14 of the Health and Safety Code.

In addition to the changes to the definitions themselves, a number of minor amendments are required to enable these definitions/land use classifications to be applied consistent throughout the rest of the Zoning Ordinance. This includes the land use tables for both the residential and commercial, transit oriented, mixed use tables. These notations are shown on Attachment 1.

Lot Line Types

The purpose of the third amendment is to allow the Zoning Administrator the authority to make determinations as to front, rear and side lot lines on a case by case basis. Most of the parcels in El Cerrito are rectangular and abut a public right of way along one or

two of its sides. Also, most of the single family detached homes are situated such that the front of the dwelling is parallel to the shorter lot line that is adjacent to the right of way. The existing definition of Lot Line Types addresses these types of lots very well. However, over the years, staff has noted irregular shaped lots and unusual configurations of parcels, right of ways and dwellings that did not relate well to this definition. This distinction is important in that it affects the length of required setbacks from property line and potentially, fence heights. One good example of this issue was the recent Variance application that came before the Planning Commission last month. In that application, the Clark Place right of way terminated on the southern property line. Using the existing definition, that requires the southern property line to be declared the front property line. However, by the location of the property in the context with all the other lots on the street, and by the location of the existing house on the lot, common sense would dictate that it was a side lot line. While it was clear to staff that this lot line was intended to be the side lot line, without this text amendment we did not have the authority to make that interpretation. This resulted in the necessity of the Variance application in order for staff to be able to approve the expansion of the existing house.

Other common examples related to fences include when a home is situated sideways on a corner lot or on a through lot. The current definition does not allow the staff to approve fence heights that would maximize privacy in the actual rear of the lot or to orient the fence to the actual front of the house.

Current Definition

Front Lot Line. The side of a lot that abuts a public street. For corner lots, the shortest side fronting upon a street is considered the front of the lot regardless of which street is used for vehicle, pedestrian access or addressing.

Interior Lot Line. A lot line not adjacent to a street.

Rear Lot Line. The lot line that is opposite and most distant from the front lot line. Where no lot line is within 45 degrees of being parallel to the front lot line, a line 10 feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing setbacks and measuring rear yard depth.

Side Lot Line. Any lot line not a front lot line or a rear lot line.

Proposed New Text:

Staff recommends the following additional text:

In case of unusual circumstances, the Zoning Administrator may use their discretion to re-assign Front, Side and Rear Lot Line Types in a way that best serves the spirit and intent of Zoning Ordinance.

STRATEGIC PLAN

The amendments are consistent with Goal C of the City's Strategic Plan by furthering the strategy of promoting strong neighborhoods.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the reports and attachments as to form.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Draft Ordinance Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING
TITLE 19 OF THE EL CERRITO MUNICIPAL CODE TO AMEND DEFINITIONS
RELATING TO SUPPORTIVE HOUSING, TRANSITIONAL HOUSING AND LOT LINE
TYPES

SECTION 1. RECITALS

- A. On November 19, 2014, the Planning Commission, by Resolution PC 14-18, considered various Zoning Text Amendments relating to definitions pertaining to supportive housing, transitional housing and lot line types, and recommended that the City Council consider and adopt the amendments; and
- B. On November 19, 2014, the Planning Commission, by Resolution PC 14-18, also considered and accepted the determination that the application is categorically exempt from review under CEQA pursuant to Section 15061(b)(3), Review for Exemption (General Rule Exemption), because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

SECTION 2. MUNICIPAL CODE AMENDMENT

THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN
THAT THE FOLLOWING SECTIONS OF TITLE 19 OF THE EL CERRITO
MUNICIPAL CODE ARE AMENDED TO READ AS FOLLOWS (*underlined text
indicates text that is added and strikeout indicates the deletion of text*):

- A. Section 19.06.020 – Residential Land use regulations is hereby amended to read as follows:

Inserted below Table 19.06- A USE REGULATIONS – RESIDENTIAL DISTRICTS
Transitional and Supportive Housing are allowed in all zoning districts under the same
standards as other types of permitted residential uses.

- B. Section 19.07.020 – Commercial and Transit Oriented Mixed-Use Districts - Land use regulations is amended to read as follows:

Inserted below Table 19.07- A
Transitional and Supportive Housing are allowed in all zoning districts under the same
standards as other types of permitted residential uses.

- C. Section 19.07.020 - Land use regulations, Table 19-07A is amended to remove the reference to Transitional Housing, as follows:

~~Transitional Housing L-2 and L-6~~ — C

D. Section 19.46.030 - USE CLASSIFICATIONS is amended to remove text as follows:

~~Transitional Housing. Establishments providing temporary housing in a structured living environment and where residents have access to various voluntary support services, such as health, mental health, education and employment/training services to obtain skills necessary for independent living. Living accommodations are shared living quarters with or without separate kitchen or bath facilities for each room or unit. The occupancy period shall be at least 30 days. This category excludes temporary housing that does not include support services and community social service facilities such as emergency shelters.~~

E. Section 19.47.020 - DEFINITIONS is amended to add the following text:

Supportive Housing.

Housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, where possible, work in the community.

Transitional Housing.

Buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of assistance.

F. Section 19.47.02 – DEFINITIONS is further amended to insert the following language under the existing definition **Lot Line Type**.

In case of unusual circumstances, the Zoning Administrator may use their discretion to re-assign Front, Side and Rear Lot Line Types in a way that best serves the spirit and intent of Zoning Ordinance.

SECTION 3. NOTICING, POSTING AND PUBLICATION

This ordinance is adopted pursuant to the procedures established by state law, and all required notices have been given, and the public hearing has been properly held and conducted.

SECTION 4. EFFECTIVE DATE

This ordinance shall not take effect until thirty days after the second reading, February 5, 2015.

The foregoing ordinance was introduced at a regular meeting of the City Council on December 16, 2014 and passed by the following vote:

AYES:	Councilmembers
NOES:	Councilmembers
ABSTAIN:	Councilmembers

ABSENT: Councilmembers

Adopted and ordered published at a regular meeting of the City Council held on the January 6, 2015 and passed by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSTAIN: Councilmembers

ABSENT: Councilmembers

APPROVED:

Mark Friedman, 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 xxxx, 2015.

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. 2014-XX 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 __ day of xx, 2015; 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 xx, 2015.

Cheryl Morse, City Clerk



AGENDA BILL

Agenda Item No. 7(A)

Date: December 16, 2014
To: El Cerrito City Council
From: Hilde Myall, Housing Program Manager
Margaret Kavanaugh-Lynch, Development Services Manager
Melanie Mintz, Interim Community Development Director
Subject: Draft 2015-2023 Housing Element Update

ACTION REQUESTED

Receive a staff presentation pertaining to the Draft 2015-2023 Housing Element, provide comment on the Draft Housing Element and authorize submittal of the Draft Housing Element to the State Department of Housing and Community Development (HCD) for State-level review as required pursuant to California Government Code Section 65300.

BACKGROUND

California Government Code Section 65300 requires each city and county to adopt a General Plan to guide the physical development of the jurisdiction. The El Cerrito General Plan establishes a vision for the City's long-term growth and enhancement, and provides strategies and implementing actions to achieve this vision. State law requires that General Plans address seven topics (or "elements"): Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. The City of El Cerrito Housing Element was last adopted and certified in 2012.

The Housing Element is the only General Plan element that must be reviewed and certified by the state and the only element with a regulated update cycle. Along with all other Bay Area jurisdictions, the City must complete an update to its Housing Element by January 2015. The element must be adopted, after review the HCD, by City Council no later than May 31, 2015 to avoid State penalties.

The Housing Element describes housing-related needs and resources in the community, particularly the availability, affordability, and adequacy of housing, and establishes a strategy to address housing needs for community members across the economic and social spectrum.

Housing Element Components

To meet statutory requirements, housing elements must include the following components:

- ***Review and evaluation of the current Housing Element:*** a detailed description of accomplishments toward implementing the programs from the City's current Housing Element, as well as an analysis of the continued appropriateness and feasibility of each program for the new planning cycle.
- ***Needs assessment:*** a detailed analysis of demographic and employment/income trends, housing conditions and affordability, and special housing needs.

- ***Constraints analysis:*** an examination of potential constraints to housing development including governmental factors such as land use regulations and non-governmental factors such as the cost of land and availability of financing.
- ***Resources:*** a detailed inventory of land available for housing development and a demonstration of the City's capacity to meet its Regional Housing Needs Allocation (RHNA), as well as a description of administrative and financial resources available to assist with the development, improvement, and preservation of housing in the community.
- ***Policies, programs and quantified objectives:*** a plan to address the City's identified housing needs, and mitigate and remove (to the extent feasible) constraints to housing development.

ANALYSIS

Update Process

City staff and the housing element consultant, Mintier Harnish, initiated work on an update to the Housing Element for the 2015 to 2023 planning period in July 2014. Over the summer and fall, City staff and the consultant completed a public outreach process that included an online survey, two public workshops (held on July 19, 2014 and August 13, 2014) and a stakeholder round table discussion (held on November 20, 2014). The comments and feedback received are included as Appendix D of the Draft Housing Element (Attachment 1) and in the Addendum to the Draft Housing Element (Attachment 2).

As detailed in the schedule (Table 1), the draft 2015-2023 Housing Element was released for public review on November 10, 2014. The draft was presented and discussed at the December 4, 2014 special meeting of the Planning Commission. Following this evening's study session and pending City Council's comments and authorization, City staff will revise the draft as appropriate and submit it to the California Department of Housing and Community Development (HCD) for review. Submission of the draft Housing Element to HCD starts a 60-day time period for HCD review, during which time staff and the consultant will work with HCD to answer and resolve any issues they may identify. Following receipt of a conditional compliance letter from HCD, the Housing Element will be revised as necessary to comply with HCD's comments, and presented to the Planning Commission and City Council for adoption. The adopted Housing Element will be resubmitted to HCD for final review and certification.

Table 1. Housing Element Update Schedule

Stage	Time Frame	Event/Milestone
Gather information and develop draft		Launched web page and online survey
	Saturday, July 19, 2014	Public workshop
	Wednesday, August 13, 2014	Public workshop
Release and refine draft	November 10, 2014	Release of draft Housing Element
	November 20, 2014	Stakeholder round table meeting
	December 4, 2014	Planning Commission special meeting
	December 16, 2014	City Council meeting
HCD Review	December 2014–February 2015	Initial HCD review (up to 60 days)
CEQA Document	December 2014–February 2015	Preparation & circulation of CEQA document
Finalize and adopt Housing Element	February/March 2015	Planning Commission CEQA and HE hearing to consider recommendation
	March/April 2015	City Council adoption hearing
Certification	June/July 2015	Final HCD review and certification (up to 90 days)

Regional Housing Needs Allocation

As shown in Table 2, the City has a total RHNA of 398 units for the 2014 to 2022 period. (Note: the RHNA period varies slightly from the Housing Element planning period). The City has ample capacity to accommodate these units as demonstrated by the site inventory found in Appendix A of the Housing Element. For comparison, during the 2007-2014 period, the City received a RHNA of 431 units and a similar mix of affordability. New housing that is at various stages of planning, approval, and construction will offer 251 units that will count towards meeting the City’s RHNA in the 2014-2022 period. Vacant and underutilized sites can accommodate an additional 943 units.

A majority of the sites are located within the San Pablo Avenue Specific Plan (SPASP) Area. Before the Specific Plan was adopted, the majority of the sites within the Plan Area were designated Commercial/Mixed Use and zoned Community Commercial or Transit-Oriented Mixed Use (TOM), which allowed up to 35 units per acre and restricted ground floor residential. When the previous Housing Element was adopted, additional density (up to 45 units per acre) was allowed through the City’s Incentives Program or through the Affordable Housing Density Bonus. The previous Housing Element assumed 40 units per acre on these sites (i.e., halfway between the maximum permitted density of 35 and the maximum permitted density with zoning incentives of 45).

The SPASP created two Transect Zones: TOHIMU and TOMIMU. The Plan contains a Form-Based Code (FBC) that includes land use regulations (i.e., permitted uses), building height standards, and open space and parking requirements. However, there are no maximum permitted density standards within the FBC of the Specific Plan. Since the FBC significantly increased the allowed building heights, decreased parking and eliminated maximum densities, the City anticipates that future development densities under the Specific Plan will exceed the maximum permitted densities under the former General Plan designations and zoning. The Housing Element conservatively assumes the densities allowed under the former General Plan designations and zoning districts in order to estimate capacity on the sites within the Specific Plan. Furthermore, the SPASP allows ground floor residential within most of the Plan Area.

Under state law, vacant and underutilized sites that allow a density of 30 units per acre or more can be assumed to be potentially appropriate for lower-income housing. Because some zoning districts within the City allow densities in excess of this “default density,” the City is able to show a surplus of potential unit capacity. While this analysis is appropriate for addressing state law, the City understands that density does not necessarily equate to affordability. The Housing Element includes policies and programs to assist in the development of affordable housing during the planning period.

Table 2. Capacity to Accommodate the 2014-2022 RHNA

	Units by Income Level ¹				Total Units
	VL	L	M	AM	
2014-2022 RHNA	100	63	69	166	398
Units Under Construction	56	0	0	3	59
Approved Projects	30	38	13	111	192
Remaining Need	14	25	56	52	147
Potential Sites	849		17	77	943
RHNA Surplus/(Deficit)	810		(39) ²	25	796

¹ Very Low (VL), Low (L), Moderate(M) and Above Moderate (AM) Income levels are defined in Table II-8, page 23 of the Draft Housing Element

²Covered by surplus capacity from lower-income categories
Source: City of El Cerrito, 2014.

Changing Trends

The most recent Housing Element period (2007-2014) was largely marked by the tail of the economic downturn, the housing market downturn, and the subsequent recovery of both. When the housing market reached its bottom in 2009 it ushered in significant changes in the lending industry which impacted construction and mortgage loans. Coupled with historic lows in interest rates, these changes both created and hindered buying opportunities. Potential low- and moderate-income homeowners whose employment remained intact and who had savings found a unique opportunity to enter a housing market where they had previously been priced out. But the high rates of unemployment and the downturn in the housing market forced many homeowners into foreclosure and increased the demand for rental housing. Over the past three years, rents have increased significantly throughout the Bay Area, including in El Cerrito where average rental rates have increased 41% between 2010 and 2014 (Draft Housing Element, Figure II-3).

We are entering the new Housing Element cycle with an increased need for both ownership and rental affordable housing, a higher demand for homebuyer and tenant/landlord services and a need for strategies that help provide stability for renter households.

Other recent events that affect the 2015-2023 Housing Element include the statewide dissolution of redevelopment agencies, continued high residential land prices and, as previously discussed, the City's adoption of the San Pablo Avenue Specific Plan. The update of the current Housing Element proposes programs and policies that reflect these changes and addresses the impacts they have on the City's ability to preserve, improve, and develop housing for all economic segments of the community.

Senate Bill 812, which took effect in 2011, amended State Housing Element Law to require an evaluation of the special housing needs of persons with developmental disabilities. This evaluation is included in the draft Housing Element update.

Goal, Policy and Program Changes from Prior Cycle (2007-2014) Housing Element

Proposed goals, policies, and programs were modified from the current Housing Element based on: 1) Input from meetings and outreach events during the development of the draft Housing Element; 2) Actions taken to implement the 2007–2014 Housing Element; 3) Needs and issues identified in the needs assessment and constraints analysis; and 4) Changes in the availability of resources (e.g. loss of Redevelopment Agency Low/Moderate Income Housing Fund). Below is an overview of key changes to Housing Element programs.

Programs Deleted (completed)

Note: Program numbers refer to the 2007–2014 Housing Element

Program 15.6 – Revised Zoning Ordinance to update the definitions of transitional and supportive housing as consistent with State law.

Program 20.1 – Completed with adoption of Climate Action Plan

Programs Deleted (no longer appropriate or relevant)

Note: Program numbers refer to the 2007–2014 Housing Element

Program 6.2 – Establishment of “pre-approved” second unit program.

While the intent of encouraging secondary units remains a policy, a “pre-approved” second unit program does not appear to be practical given the many potential lot configurations and unit sizes within the City.

Program 19.4 – Allow transitional and supportive housing in the CC zone.

While the intent was to comply with State law, the program as stated was not consistent with the law. State law requires that transitional and supportive housing should be allowed by right in all residential areas and treated as a residential use subject only to the same

standards required of other residential uses of the same type. Repetitive with Program 17.1.

Programs Added

Note: Program numbers refer to the Draft 2015-2023 Housing Element

H1.5. Develop and Propose Eviction for Good Cause Ordinance

To help conserve the City's existing supply of rental housing and help stabilize the City's renter households at a time that rental rates are increasing significantly.

H2.9. Local Affordable Housing Financing Source

To help address the loss of Redevelopment Low and Moderate Income Set-Aside Funds, investigate the potential for replacement sources for affordable housing such as a housing mitigation fee program.

H3.7. Encourage Development of Housing for Persons with Disabilities

Chapter 507, Statutes of 2010 (SB 812), which took effect January 2011, amended State housing element law to require the analysis of housing for the disabled to include an evaluation of the special housing needs of persons with developmental disabilities. Based upon the evaluation contained in the Housing Element Update, staff is recommending this program.

H3.8. Coordinate with the Regional Center of the East Bay

Chapter 507, Statutes of 2010 (SB 812), which took effect January 2011, amended State housing element law to require the analysis of housing for the disabled to include an evaluation of the special housing needs of persons with developmental disabilities. Based upon the evaluation contained in the Housing Element Update, staff is recommending this program.

H5.1. Structure Fees to Incentivize Energy and Water Efficiency and Solar Energy Installation (Climate Action Plan Objective EW-1.1)

To be consistent with and reinforce the City's Climate Action Plan, the Housing Element Update incorporates the near-term objectives of the Climate Action Plan related to residential energy efficiency.

H5.2. Continue to Seek and Establish Partnerships for Energy and Water Efficiency (Climate Action Plan Objective EW1.1)

Same as above.

H5.3. Implement Market Strategy to Encourage Resident Participation in Energy Efficiency Programs (Climate Action Plan Objective EW1.1)

Same as above.

H5.4. Apply for Energy Efficiency Grants

Same as above.

H5.5. Pursue Participation in a Residential PACE Financing (Climate Action Plan Objective EW1.2)

Same as above.

H5.6 Encourage Home Energy Performance Reports (Climate Action Plan Objective EW1.3)

Same as above.

Planning Commission and Public Comment

As the stakeholder meeting occurred after the publication of the Draft Housing Element, a summary of that meeting is provided here. On November 20th, staff hosted a stakeholder roundtable discussion on the Draft Housing Element. Local public agencies, community organizations, and developers and realtors active in the community were invited to participate and share their views. The meeting was attended by one representative from Stege Sanitary District who received a presentation on the Draft Housing Element and did not have formal comment. Any additional comments received to date following the publication of the Draft Housing Element are included as Attachment 2 to this agenda bill.

In addition, the Planning Commission held a study session on the Draft Housing Element at a special meeting on December 4th. The action requested of the Planning Commission was to review, comment and recommend to City Council submittal of the draft 2015-2023 Housing Element to HCD. At the meeting, the Planning Commission unanimously approved a motion recommending that the City Council authorize submittal of the draft 2015-2023 Housing Element to HCD, including proposed technical revisions to Draft Housing Element Section I(E)(2) – Housing Needs Survey and Section II(B)(1)(a) – Historical, Existing and Forecast Growth, included as Attachment 3 to this agenda bill. The Planning Commission also recommended that staff review the City’s accessory unit program to investigate possible ways to incentivize the construction of accessory units, such as potential changes to development standards. In addition, the Commission requested that staff possibly consider voluntary residential design guidelines. The Planning Commission’s motion did not include a recommendation that these programs be added to the 2015-2023 Housing Element programs. Therefore, these two recommendations will be forwarded to the Interim Community Development Director for consideration to be added to the Community Development Department work plan. During the public comment on the Draft Housing Element, the Planning Commission heard from nine speakers whose comments are summarized in Attachment 2 to this agenda bill.

STRATEGIC PLAN CONSIDERATIONS

Preparation of the 2015-2023 Housing Element update is consistent with *El Cerrito Strategic Plan* Goal A – Deliver exemplary government services and Goal C – Deepen a sense of place and community identity. The Housing Element update supports the City in ensuring that “programs and services are inclusive of people of diverse backgrounds” (Goal A) by providing a resource that presents demographic and economic data regarding El Cerrito’s population, and by planning for the housing needs of residents at all income levels and including those with special needs. The Housing Element policies and programs reinforce the “promote strong neighborhoods” strategy (Goal C) and the “re-imagine underdeveloped and underutilized properties through advanced planning efforts that encourage investment and/or new development” strategy (Goal C) by an explicit focus on neighborhood preservation and encouragement of new housing development. As an element of the City’s General Plan, the Housing Element update helps the City “plan for the needs of the community now and in the future” (Goal C) based on the eight year cycle of the 2014-2023 period.

ENVIRONMENTAL CONSIDERATIONS

Adoption of the 2015-2023 Housing Element Update will require review under the California Environmental Quality Act (“CEQA”). During the circulation and review period of the draft 2015-2023 Housing Element Update, staff and consultants will prepare and circulate the CEQA review document.

FINANCIAL CONSIDERATIONS

There are no direct costs associated with the action requested tonight. The Housing Element is a long-range planning and policy document. Potential funding sources for implementation of housing policy programs are presented in Section IV – Housing Policy Program of the draft document. The Housing Element is not a budget document and does not commit or appropriate funds.

LEGAL CONSIDERATIONS

The City Attorney has reviewed this agenda bill and the draft Housing Element update. At this time, the City Council is only being asked to authorize the submission of the draft update to the Department of Housing and Community Development for review and comment. Formal action on the Housing Element update will occur at a later date. City Council action by motion is sufficient.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. City of El Cerrito Draft 2015-2023 Housing Element
2. Addendum to the Draft 2015-2023 Housing Element, dated December 8, 2014
3. Proposed Planning Commission technical revisions to the Draft 2015-2023 Housing Element, dated December 4, 2014



**December 16, 2014
Regular City Council Meeting**

Agenda Item No. 7(A)

**Draft Housing Element – Attachment 1 is available for review
on the City’s website at www.el-cerrito.org/HousingElement**

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

ADDENDUM

This addendum to the Draft 2015-2023 Housing Element contains public comment received after publication of the Draft Housing Element on November 10th, 2014 and through noon on December 8th, 2014.

November 20, 2014

From: Anne Hersch, El Cerrito Resident

To: El Cerrito Planning Commission
10890 San Pablo Ave
El Cerrito, CA 94530

Re: Draft Housing Element for the 2015-2023 Planning Period

Dear Planning Commissioners,

I am excited to see the City of El Cerrito pursue an update of the Housing Element for the next planning period of 2015-2023. It is encouraging to see new mixed income housing developments under construction as well as the City working towards satisfying RHNA requirements. I commend the Planning Commission and the City for their efforts and accomplishments in the 2007-2014 planning period. As part of your update, I would respectfully request that the El Cerrito Planning Commission consider a draft policy to establish Residential Design Guidelines within the next planning period.

The current draft Element provides a wealth of data and demographic information about the community, in particular the vintage of housing stock (p.42). Nearly 66% of the City's housing stock was built before 1960 and reflect various architectural movements in the 20th century. There are examples of Craftsman, Tudor, Spanish Revival, Modernistic, Ranch, Minimal Traditional, and Contemporary homes throughout the City. The diverse housing stock in El Cerrito makes the community unique compared to other local cities of comparable size. In some neighboring communities, the housing stock is more homogenous in design and less representative of architectural movements of the 20th century.

Goal H1 "Existing Housing" of the draft Housing Element seeks to "Conserve and improve El Cerrito's existing housing supply (p.103)." Residential Design Guidelines establish prescriptive standards for residential design (additions and new construction) and help to better ensure high quality and architectural compatibility with existing stock as well as seamless integration in the surrounding neighborhood. The Guidelines are typically utilized by property owners, designers/architects, City staff and decision-makers (where appropriate). Cities including Alameda, Albany, Pinole, Richmond, and Lafayette have established Residential Design Guidelines as an advisory policy.

The Guidelines are advisory and would not change the current ministerial review process nor would it require any amendments to the municipal code. Draft policy and program language for "IV. Housing Program Policy" is included below.

Policy H1.7. Residential Design Guidelines. *Preserve neighborhood character and encourage high-quality residential design throughout the City for new single family residential construction and additions to existing residential structures. Residential additions and new construction shall seamlessly integrate with the character of the neighborhood and the existing structure and complement the architectural, aesthetic, and physical qualities of existing neighborhoods.*

Implementation Program	Policies Implemented	Potential Funding	Responsibility	Time Frame
Program H1.7 Residential Design Guidelines. Establish Residential Design Guidelines. The Guidelines shall be utilized by applicants, architects, designers and City staff and decision makers (where appropriate) when evaluating residential additions and new construction. The intent is to maintain the same ministerial review process for residential construction. The Guidelines will provide more specific detail and examples to further illustrate design components which are detailed in Section 19.06.030 of the El Cerrito Municipal Code.	H1.1 H1.7	Staff time	Community Development Department	2018

Section 19.06.030 "Development Standards" of the El Cerrito Municipal Code contains development standards for residential design. Provisions H-K further detail standards for entrance placement, façade articulation, windows and trim, and the design of building additions. The Guidelines could include illustrations and photographs of appropriate design and inappropriate design to demonstrate expectations for compliance with these Code provisions. Residential Design Guidelines from the City of Albany are included for reference.

While the Planning Commission does not conduct design review, it is within the Commission's purview to recommend policies and implementation for the next planning period. I encourage the Commission to include this draft policy to further preserve and protect the housing stock that makes El Cerrito eclectic.

Thank you in advance for your consideration.

Sincerely,

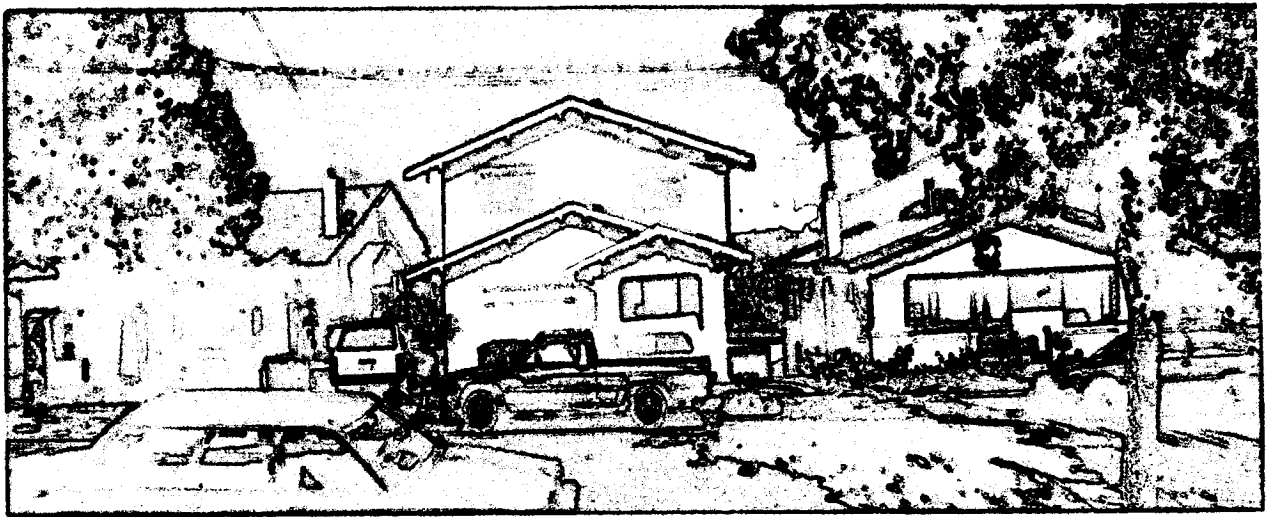
A handwritten signature in blue ink, appearing to read "Anne Hersch".

Anne Hersch
El Cerrito, CA

Enclosure: Albany Residential Design Guidelines 1997
Albany Residential Design Guidelines 2009

City of Albany

*Residential Design
Guidelines*



Adopted July 7, 1997



Residential Design Guidelines

Adopted July 7, 1997

Albany City Council

*Robert Good, Mayor
Bruce Mast, Vice Mayor
Elizabeth Baker, Councilmember
Jon Ely, Councilmember
Peggy Thomsen, Councilmember*

Planning & Zoning Commission

*Michael Feiner, Chairperson
Andrew Hays
Phil Wheeler
Marge Kimmerer
Steven Brokken*

Design Consultants

*Kay Van der Have
Sarah Zimmerman*

Staff

*Daren Fields, City Administrator
Gary Patton, Planning Manager*

CITY OF ALBANY RESIDENTIAL DESIGN GUIDELINES

I. INTRODUCTION

A. Purpose of the Guidelines (Mission Statement)	1
B. Albany Neighborhood Patterns	1
C. Use of the Guidelines	2

II. GUIDELINES FOR QUALITY DESIGN

A. Residential Design Elements

1. Location of Additions	3
2. Size, Scale and Mass	5
3. Wall Articulation and Alignment	6
4. Roofline Compatibility	7
5. Windows	8
6. Materials and Finishes	8

III. RELATIONSHIP TO THE ZONING CODE 8

I. INTRODUCTION

A. Purpose of the Guidelines (Mission Statement)

The purpose of the Residential Design Guidelines is to assist applicants in meeting the Design Review criteria established by Section 20-10.5 of the Zoning Code. Additionally, these guidelines provide a framework within which Residential Design review applications will be reviewed. The Design Guidelines provide applicants with a reasonable understanding of what the community considers to be appropriate design. They also provide staff and Planning Commissioners with a basis for consistent decision making. Applicants may propose designs that do not meet all or some of the Guidelines. However, compliance with the Guidelines improves the likelihood of a favorable outcome in the Design Review process.

The intent of the Residential Design Guidelines is to promote quality design that considers and resolves issues of massing, materials, proportion and detail which reflect the patterns of site development established in residential neighborhoods. It is not the intent of these guidelines to restrict architectural creativity or to stifle creative design solutions.

B. Albany Neighborhood Patterns

The City of Albany is a built out community of approximately one square mile. Albany's historic subdivisions consist primarily of 25 foot wide parcels. Over time, many houses were plotted with front, side and rear setbacks that do not meet current standards and are therefore nonconforming with current zoning and building codes. A collection of different architectural styles that reflect a residential development pattern that dates back to the early part of the century comprises many blocks.

Neighborhoods reflect combinations of California Bungalows, Tudors, Magregors and more generic modern architecture. The special character of Albany is created by the fact that there is no single dominant architectural style.

More recently, second story additions have been the predominant residential development trend. Increased land values and a community originally comprised of two bedroom, one bath homes that do not meet the space needs of modern families appear to drive this trend. It is anticipated that construction of second story additions will continue. There are many examples throughout the community of different ways to add a second story. Designs that work generally include elements that are generally consistent and compatible with the existing structure and the surrounding neighborhood.

These Design Guidelines support the City's goal that changes and additions to individual dwellings maintain and enhance the existing character of the community.

C. Use of the Guidelines

Who is this document for and how will they use it?

The following groups will utilize the Design Guidelines:

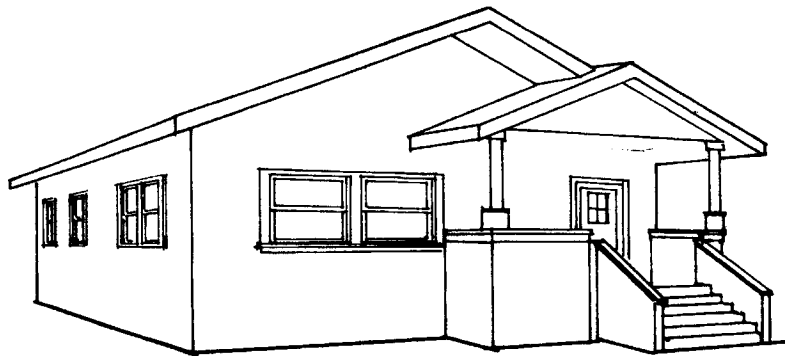
- *Project Development Proponents, such as architects/designers, homeowners, designers, contractors and developers should review and apply the Guidelines to planned additions or other new construction.*
- *Planning Staff will use the Guidelines as a basis for review of applications (Design Review, Conditional Use Permit, Variance) for new construction. Staff will rely on the Guidelines to support their recommendations for design changes to project sponsors. Staff will also rely on the Guidelines to make decisions on administratively approved projects.*
- *The Planning and Zoning Commission will use the Guidelines as the basis for decisions to approve or deny Design Review applications for new construction.*
- *Neighbors of project proponents may utilize the Guidelines to understand the City's specific criteria to be considered when making a decision on an application.*

II. GUIDELINES FOR QUALITY DESIGN

A. Residential Design Elements

Location of Additions

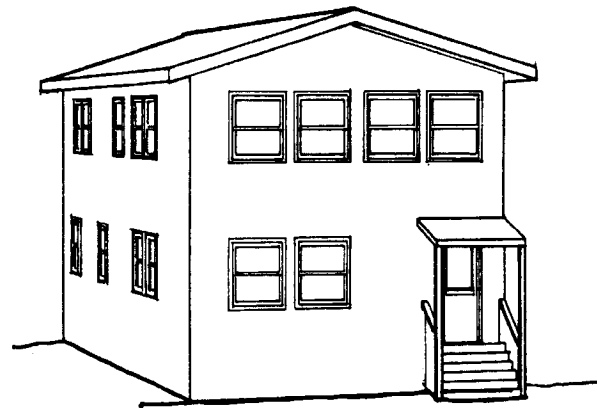
SECOND STORY ADDITIONS SHOULD GENERALLY BE STEPPED BACK FROM THE FRONT OF THE HOUSE



EXISTING



PREFERRED



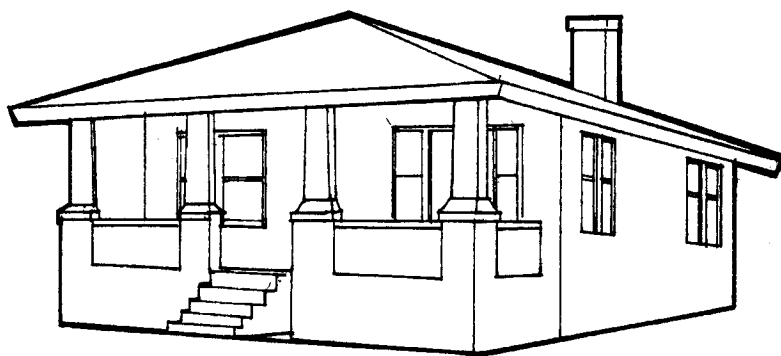
DISCOURAGED

In most cases, it is more cost effective and desirable to expand a home on the ground floor. However, given the small lots that are prevalent in Albany, second story additions are often the only design solution for homeowners. Because many homes do not meet the front or side yard setback requirements, second story additions constructed over an existing nonconforming wall in the front or side yard may appear to be massive to neighbors or the public. Second story additions that continue above the existing building wall often create the effect of an undesirable, imposing two story mass along the street.

Size, Scale and Mass

DESIGN THE OVERALL SHAPE AND FORM OF THE ADDITION TO BE SIMPLE AND COMPATIBLE WITH THE EXISTING DWELLING

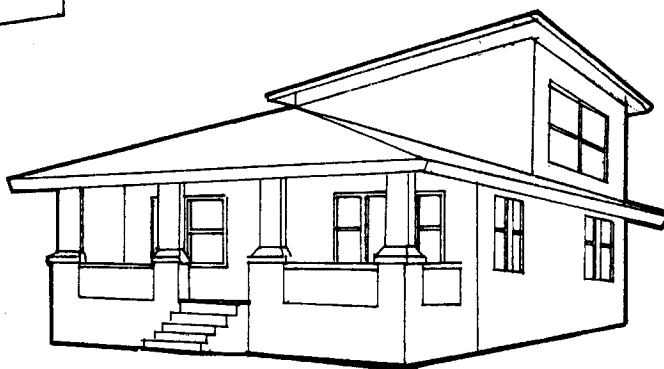
The form of any new addition should be compatible with the existing dwelling. A large number of bays, offsets and roof line changes may create a chaotic design. Conversely, a design that is 'boxy' and bulky is not appropriate. Additions should be designed to be compatible with the overall size, scale and proportion of the existing house.



EXISTING



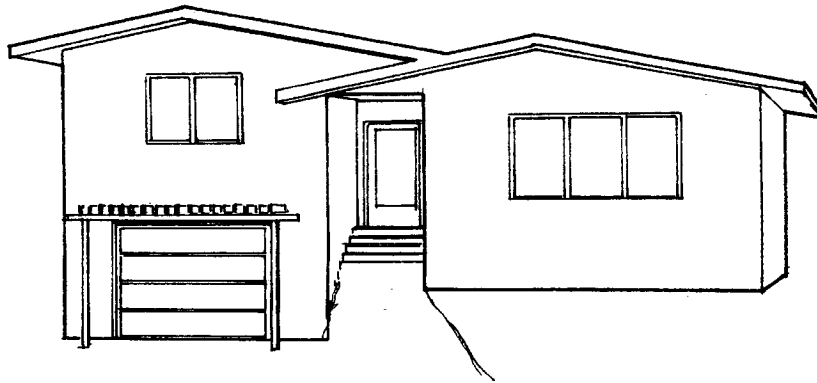
PREFERRED



DISCOURAGED

Size, Scale and Mass

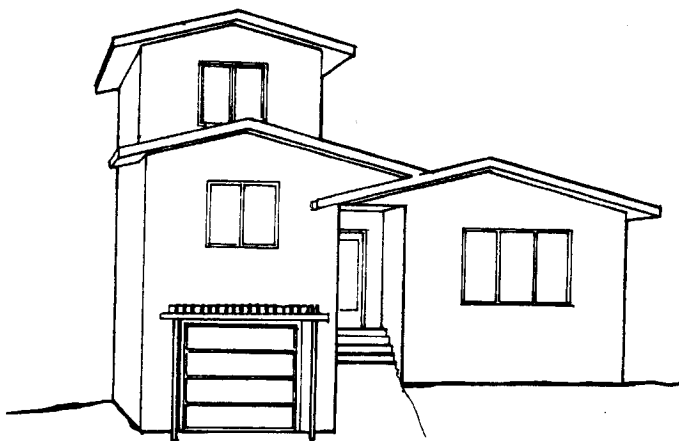
THE PROPORTION OF ANY SECOND STORY ADDITION SHOULD BE COMPATIBLE AND IN HARMONY WITH THE PROPORTIONS OF THE EXISTING HOUSE.



EXISTING



PREFERRED

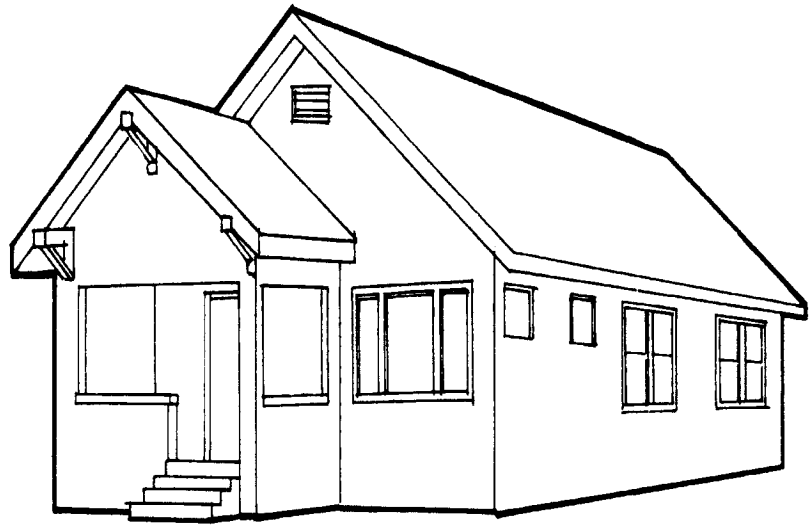


DISCOURAGED

Additions that are very tall, relative to the existing house may look top heavy. If the proportion of the second story is too small, it will stand out by not appearing to be part of the original house design. Additions should appear as if they have always been a part of the house.

Wall Articulation and Alignment

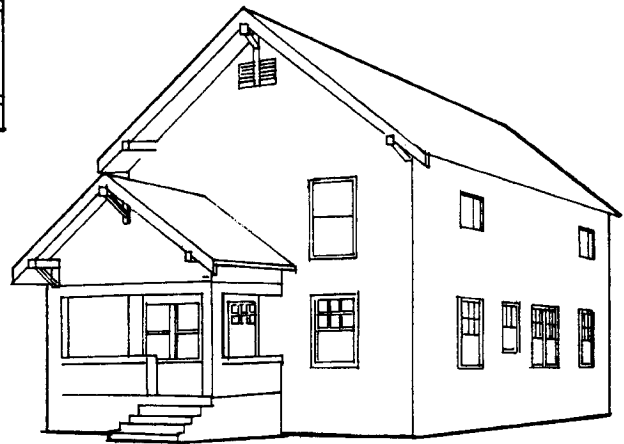
AVOID THE CREATION OF LONG BLANK WALLS, IF POSSIBLE



EXISTING



PREFERRED

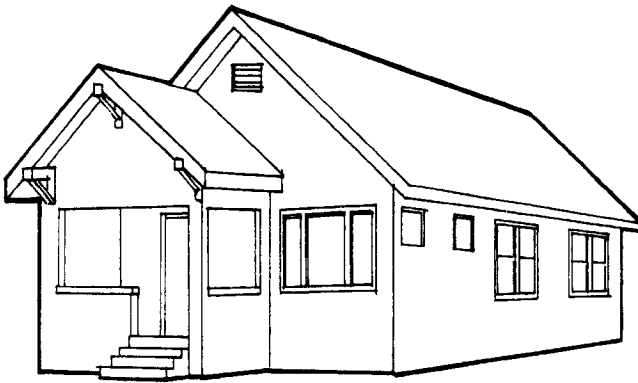


DISCOURAGED

Minimize horizontal or vertical flat unarticulated walls whether this area composes one or two stories. Long walls (over 10-15 feet) should have architectural detail or be staggered to provide shade and shadow. Vertical two story elevations should contain some architectural relief in the surface of the wall.

Roofline Compatibility

NEW ROOF SLOPES SHOULD BE COMPATIBLE



EXISTING



PREFERRED



DISCOURAGED

Roofs are one of the critical elements in creating the sense of scale and proportion of a building. The roof slope of an addition should be consistent and/or compatible with existing roof slopes. A variety of roof types or angles contributes to an overall unorganized, inconsistent design.

Windows

NEW WINDOWS SHOULD BE COMPLEMENTARY

It may be appropriate to stagger or alternate the location of windows or balconies to reduce the impact of the addition on adjacent neighbors. Consideration should be given to the privacy of neighbors. New additions should minimize sight lines into adjacent properties. Window type, glazing, position on the facade and trim detail should be consistent and/or complement the existing windows. For example, the utilization of aluminum sliding windows for an addition in a house that has wood double hung windows is discouraged. The number, shape and alignment of windows on an exterior wall are important elements to consider when reviewing the appropriateness of a specific design.

Materials and Finishes

UTILIZE CONSISTENT AND UNIFORM EXTERIOR MATERIALS AND A COLOR PALETTE

Finishes are comprised of the exterior materials (stucco, wood, brick) that seal and coat the house. Finishes contribute to the overall appearance of the house. New materials should be at least consistent with, if not better than, the original finish materials. If the existing house offers little in the way of architectural interest, the addition should seek to improve the quality and appearance of the house while remaining compatible. Where possible, use exterior materials to soften the facade.

III. RELATIONSHIP TO THE ZONING CODE

These guidelines have been prepared as an adjunct to the City of Albany Zoning Code and should be used after referring to the Zoning Code. Section 20-10.5 of the Zoning Code establishes the criteria for Design Review. The Design Guidelines serve as detailed reference material for this section. The Design Review Criteria (Section 20-10.5) establish specific standards, while these Guidelines provide general design direction. The Zoning Code establishes specific standards with relation to height, bulk, lot coverage, floor area ratio and setbacks that new development must meet. The Residential Design Guidelines are intentionally designed to be more flexible and subject to interpretation.

City of Albany

DESIGN GUIDELINES FOR RESIDENTIAL ADDITIONS AND NEW HOMES



Community Development Department

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Albany, CA 94706

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www.albanyca.org



APPROVED BY ALBANY CITY COUNCIL: APRIL 20, 2009

Acknowledgements

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Contents

INTRODUCTION

1. Purposes and Goals of the Guidelines
2. Use of the Guidelines
3. Design Review by the Planning and Zoning Commission
4. Variances

THE ESSENTIALS

1. The front yard is the house's "contribution" to the street
2. Every house needs a useable front porch
3. Garages should have single-car doors and be attractive
4. Increasing the livability of your home
5. Dormers and bays are encouraged
6. Trim and details give a house warmth and character
7. Building materials
8. Green Building
9. Second-units and Multi-family housing
10. Landscaping is an important aesthetic element of home design

Introduction

Purpose and Goals of the Guidelines

The City of Albany is a small, walkable, urban community in an urban area, approximately 1.7 square miles in size. The City was subdivided in the 1920's into 2,500-5,000 sq. ft. lots with smaller homes, many of which are nonconforming by current development standards. There is a rich and diverse range of architectural designs found in the city, for example, California Bungalows, Tudor, Mission, modern/contemporary, etc. In the late 1920's, Charles MacGregor was a predominant developer, building more than 1,500 homes in the city. His homes are today referred to as "MacGregors." There is a warm, small city feel in Albany that is unique in the Bay Area, and that is enjoyed by existing residents and attractive to new residents.

The design guidelines have been created to assist applicants, neighbors, staff and commissioners in understanding and applying Albany's Planning and Zoning Code while also communicating the City's design goals through explanations and examples of high quality solutions. The intent of the guidelines is to provide specific design elements that encourage thoughtful development, interaction between neighbors and a sense of community in an urban environment.

The guidelines are meant to enhance, and not restrict architectural creativity in a city where there is no one dominant architectural style. It is acknowledged that there are a variety of budgets, needs and desires by residents, which all need to be balanced to provide high quality homes that are a pleasure to live in as well as live among. Thoughtful application of the guidelines and a sensitive design that is well detailed, using quality materials, reduces the potential for conflict. Applicants are highly encouraged to talk to neighbors about their development needs, options and design proposals.

Use of the Guidelines

The City's Planning and Zoning Code Section 20.24.020 provides the development standards for all residential zoning districts, which include all setbacks, height, FAR, and other requirements. Compliance with the Code's development standards improves the likelihood of a favorable outcome in the Design Review process.

Project development proponents such as architects, designers, homeowners, contractors and developers should use the guidelines to plan additions or new development. Planning staff will rely on the guidelines as a basis for providing and supporting recommendations for design changes. The Planning and Zoning Commission will use the guidelines as a basis for approving or denying applications for design review of residential projects. Finally, neighbors of project proponents may utilize the guidelines to understand the City's design criteria and goals.

It is suggested that applicants make an appointment to meet with City planning staff early in the design process for details on the Planning and Zoning Code and these

Design Review by the Planning and Zoning Commission

A public hearing of the Planning and Zoning Commission is required for the review of any addition over 400 sq. ft. or any second-story addition. (Additions over 240 square feet may trigger City parking requirements.) All public hearings are required to be noticed to neighbors of the project 10-days before the hearing date. Administrative public hearings are required for single-story additions, under 400sq.ft. For all projects requiring Design Review, neighbors within a 100'-300' radius will be noticed of the public hearing.

Municipal Code Section 20.100.050 is the legislative code section regarding "Design Review." Many different aspects of a project may be discussed during a design review hearing. The following are prevalent issues that are often discussed and applicants will want to keep in mind while designing their projects:

- Floor-Area-Ratio (FAR), which is the total building square footage (total of the square footage of all of the floors) divided by the site size square footage (site area). The intent of an FAR requirement is to guide the mass of buildings. Municipal Code Section 20.24.050 is the legislative code section regarding "FAR." There are several adjustments to gross square footage allowed per the code.
- Fire sprinklers are required for projects that include renovations or additions that are equal or greater than fifty percent or more of the existing floor area and the sum of the existing and new floor area is 1,500 sq. ft. or more.
- Landscape and hardscape should be complementary and reflect the character of the home.
- Privacy, the location of windows compared to neighboring windows should be thoughtfully considered.
- Respectful design, considering neighbors' views and daylight can help make your project go smoother and maintain good relations.

Variances

Variances are “exceptions” to zoning requirements that may be granted to projects with unusual or unique physical circumstances. For example, an odd shaped lot, topography constraints, etc. Findings, found in Municipal Code Section 20.100.040, must be made in order to grant a variance. The findings that must be made relate to physical circumstances on a property that distinguish the property from other nearby properties. Since most parcels in Albany have a similar size, shape, and topography, variances are seldom approved. The Planning and Zoning Code can, however, in some cases, provide flexibility in respect to parking, setbacks, building height, etc.

The 10 Essentials

The following guidelines have been deemed important elements of residential design in the City of Albany. Planning & Zoning Commissioners will be considering these as they review projects. This does not mean that every one of these is directly applicable to every project and site, but some attention paid to the spirit of each Essential is strongly recommended.

1. The Front Yard is the House's "Contribution" to the Street

Narrow frontages in Albany create an urban environment in which the streetscapes provide areas for neighbors to interact.

Short, decorative fences, arbors, and porches are all encouraged to create attractive, and inviting entrances to homes. See Municipal Code Section 20.24.110 for size limitations.



Arbor at Entrance

Landscaping of the front yard dictates the character of the entire street block.



Attractive Landscaping and Low Wall



Low Landscaping

Consider using higher quality building materials, architectural detail, or special accents in the entry areas to emphasize the entrance.



Existing and proposed trees should be shown on Design Review submittals.

2. Every House Needs a Useable Front Porch

Porches create the transition between the public street and private home.

Covered porches can be part width or full width.



Front porches contribute to the warmth of a street block. Thus, enclosing or removing existing porches is not encouraged.

Attractive and inviting front porch

The front elevation is the most visible façade of the home. Details such as the porch materials, railing, architectural style, etc., can all contribute to the aesthetics of the front façade.

Zoning: porches and decks are included in floor-area-ratio calculations when there are 3 or more sides (a roof counts as a side, the floor does



Zoning: Open porches can encroach 6' into the front or rear yard.

Decorative front porch

Stairs should be gracious and in proportion to the porch, and structured stairs are not allowed to project beyond 6' into the front yard. Steps on grade may be built within the setback.

3. Garages and Parking are Important Considerations on Albany's Small Lots

As a result of a voter-approved amendment to the Planning and Zoning Code, two off-street parking spaces are required for an increase of 240 sq. ft. or more of habitable space. The parking spaces can be provided in a variety of ways including tandem, open, covered or enclosed, in the side or rear yards.



A special exception is required to exempt a required parking space or to provide parking in the front yard. See Municipal Code Section 20.28.030 for parking dimensions, exceptions, etc.



Decorative pavers

Where front yard parking is permitted, it should make an aesthetic contribution to the street (pervious parking, stone, cobble pavers, or any material that improves the existing paving) and mitigate visual impacts of a vehicle parked in the front yard.

Attached garages should not be more than 40% of the building width. Single-car garages are preferred, but if a two-car garage is proposed, it should have separate garage doors.

The style of the garage door should be consistent with the home. Various types of materials such as steel, glass, sculpted wood, etc are acceptable.



Carriage Style Garage Doors

**... A Few More Things to Consider with
Parking and Garages....**

Whenever feasible, residents should pull the garage back from the front façade as much as possible, and minimize the width of the driveway and curb cut.

Where practical, residents should locate curb cuts to maintain on street parking spaces.

See item #10 “Bay Friendly Landscaping” for more suggestions.

4. Increasing the Livability of Your Home

Removing interior walls, extending bays and dormers, and expanding the first floor are all options for creating more space

★ Extra care should be taken when approaching floor-area-ratio limits. Projects that exceed 0.45 floor-area-ratio may be subject to extra study in the design review of the project and the analysis of its impacts.



In designing additions and new homes, neighboring homes should be considered in regards to preserving privacy and reducing overall impacts.



The addition should be well integrated into the existing home, such that it looks like it was part of the original structure, or is a well designed, well proportioned and complementary addition.

The roofline is important. Low eave lines, plate heights and sloped ceilings are all encouraged to reduce mass.

There is no rule for where a second-story shall be located. Topography, depth, setbacks, sun orientation, etc are all important considerations in deciding the optimal location for an addition.





Roof types and slopes should be consistent and complementary with the overall character and style of home.

FYI: Solar access California State law seeks to eliminate any unreasonable barriers to the installation of solar energy.



Lifting a home and building habitable space on the ground floor can be a viable option in certain circumstances. Potential issues include the overall height, proportions of stairways, and seismic strength. Compliance with the Planning and Zoning Code and Design Guidelines is still required.

For attic spaces within sidewalls, low-pitched heights and sloping ceilings can achieve interior volumes without adding excessive height and bulk to an addition



5. Dormers and Bay are Encouraged



Curved Bays

Dormers can add visual interest and reduce the bulk of a second-story while still providing increased interior space, and in some cases can be built within the existing roof framing.



Squared Bays

Bay windows are allowed to encroach into required setbacks (see Municipal Code 20.24.060). Bays add to the character of the home and break up wall planes.



Tall Dormers

Dormers and bays can be an affordable way to create space without the added cost of new foundations.

In Albany, the width of bays cannot exceed 25% of any wall plane, and may extend to the floor.

6. Trim and Details Lend a House Warmth and Character

Trim and details should be consistent in style, regardless of whether the architectural style of the home is to change or remain the same.

True divided lights or surface applied simulated muntins are strongly encouraged and required when featured on the front façade.

FYI: Non-thermally broken metal windows will conduct heat out of a home through the frame, and are therefore discouraged.



★ Regarding windows: the surface of the glass shall be recessed at least 2" from the wall plane to provide an adequate shade and shadow, unless approved otherwise by the Planning Commission in Design Review.



Window and door placement have a huge impact on the aesthetics of building facades.

Decorative architectural details that are present on the existing home can be repeated on the addition.



Decorative brackets



Details such as eaves, brackets, awnings, trellises, decorative vents, etc., are expected to add character and architectural interest to a home.



Vents as an architectural element



2" window recess from face of wall

Where traditional trim details are being utilized, actual sills (drip ledges) should be used as well.

Handrails and guardrails should be well proportioned and integrated into the design.



Ornamental Railing

Shutters, when used, should be sized to cover the windows they are adjacent to, and are ideally functional.

7. Choose Building Materials that are Durable and Attractive

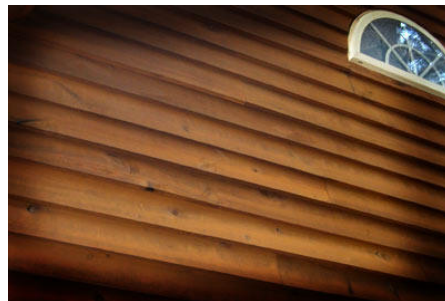
Only quality materials, both aesthetically and environmentally, should be considered.

Materials should not terminate at the corners of the building.



Two different widths of horizontal wood

The weight and finish of a building material can change the overall appearance of a home.



Finishes contribute to the overall appearance of the house. New materials should be at least consistent with, if not better than the original finish materials.



Wood Composite Lap siding and stucco: different but complementary

Building materials do not necessarily need to match those of the existing, or be consistent throughout the home. Multiple building materials can be acceptable and even desirable when proportioned and distributed well.

8. Green Building is a Prerequisite of Every Albany Home

★ A total of at least 50 points on Built It Green's rating system are needed for every project, regardless of size.

See www.greenpointrated.org



Note: 50 Albany Greenpoints does not necessarily earn an official 'greenpoint rated' project. Contact Build It Green to earn the certificate.

Solar panel placement is important. They should be located in areas that provide maximum functionality and sun exposure, and be installed in an aesthetically appropriate manner. Panels should be integrated into the overall design and parallel the roof slope when feasible. They should be shown on installation Design Review Submittal.



FYI: Passive solar design can maximize the energy efficiency of a home with simple considerations such as home placement, window coverings, landscaping, etc.

FYI: Local Incentives Points include seismic upgrades, projects that minimally increase the size of the home, planting of a new street tree, and other priorities (see the Greenpoints list).



I-JOISTS/ENGINEERED LUMBER



ENERGY-EFFICIENT APPLIANCES

Insulation, quality windows, weather-stripping, etc. are all easy ways to increase the energy efficiency.

Salvaged materials support the reuse of existing resources, can be of lower cost, and may provide unique design elements.



RECYCLED INSULATION

Say 'no' to vinyl siding. The City has a policy against the use of vinyl siding for both environmental and aesthetic reasons. No-maintenance materials are often a false economy. They cannot be repaired or maintained, and have a limited life.

9. Second-units And Multi-Family Housing

Smaller multi-family projects should be approached, in regards to design, like “big houses”.

There are specific floor-area-ratio, height and daylight plane requirements for multi-family housing that differ from those for single-family homes.



Second units are limited to 650 sq. ft. and require a parking space. See the Municipal Code 20.20.080 and 20.28.030 for requirements.



Second units are encouraged, and whether detached or attached, should complement the home and be integrated into the overall design.



As a result of a voter-approved amendment to the Planning and Zoning Code, two off-street parking spaces are required for both second-units and multi-family housing units, regardless of the size or number of bedrooms.

10. Landscaping is an important aesthetic element of home design

Pervious paving materials other than concrete are encouraged.



Hollywood strip driveways are encouraged.

Consult the Bay-Friendly Landscaping Guidelines for types of plants, irrigation, and maintenance. (www.stopwaste.org)

Native, drought-resistant plants are preferred.



Above: A City street median containing Native, drought resistant plants, using Bay-Friendly Landscaping.



Bay-Friendly Landscaping

Conservation of water can be implemented by designing on-site water collection, and by using recycled or grey water

Integrated pest management is recommended to mitigate insects, plant diseases, weeds, and other pests without the use of pesticides



Water cistern

Good evening Chair Lucas, members of the Commission, and City staff. My name is Tom Panas and I live at 7345 Fairmount Avenue in El Cerrito. I'd like to thank the staff for their efforts and their outreach thus far on the Housing Element.

I want to comment briefly on the Housing Element and people with disabilities. Almost by definition people with developmental disabilities are low income, but the housing requirements of these two groups are quite different. While the Housing Element clearly sets targets for housing requirements at various income levels, I see very little similar specificity regarding people with developmental disabilities.

Goal H3 relates to Special Needs Housing and I was very happy to see Implementation Programs H3.7 and H3.8 added to the Housing Element. Additionally, I would like to see the Housing Element say that the City will strive to provide as many housing units for people with special needs as our local and regional bodies identify as likely residing in El Cerrito.

Regarding Energy Conservation and Sustainable Development, I was glad to see Implementation Programs H5.1 through H5.6 included in the Housing Element.

Thank you for your time this evening.

Received Dec. 4, 2014
City of El Cerrito



MEMORANDUM

DATE: December 8th, 2014

FROM: Hilde Myall, Housing Program Manager

SUBJECT: Summary of Public Comments Received at December 4th, 2014 Planning Commission Meeting on the Draft 2015-2023 Housing Element

On December 4th, 2014, the City of El Cerrito Planning Commission held a special meeting to review and comment on the City of El Cerrito Draft 2015-2023 Housing Element. At that meeting, the Planning Commission heard public comment on the Draft Housing Element. Following is a summary of public comment received at the meeting.

Speaker	Summary of Comment
Elizabeth “BJ” Thorsnes, El Cerrito resident and owner of El Cerrito rental properties	As a landlord, she did not receive notice and was not aware of the preparation of the housing element. There needs to be better communication (by the City) with landlords. She does not charge market rents and views operating rental property as a service industry. Regarding the Draft Housing Element, the vacancy rate of 3.5% (pg. 39, Table II-26) is too high. The real vacancy rate is lower. Need better data. The rents presented in Table II-31 (pg.42) are low and not representative of rental rates today. Need better data. (Note: more recent rental data from 2014 is presented in Figure II-3, pg.43.) Regarding a proposed Eviction for Cause Ordinance, it is an arduous and onerous requirement and not friendly to existing small business owners.
Woody Karp, Project Manager for Eden Housing, Inc., a non-profit affordable housing developer	Eden Housing already follows Eviction for Cause procedures in its property management. Eden Housing thinks it is an appropriate protection and due process for tenants. Regarding the proposed housing policy programs, an inclusionary ordinance and a housing mitigation fee would be helpful in providing a local resource to create more affordable housing.

Anne Hersch, El Cerrito resident	Would like the Planning Commission to consider a draft policy to establish residential design guidelines. I believe they are consistent with Housing Element Policy Goal H1 of conserving existing housing, the City would have the 8 year period (of the 2015-2023 Housing Element) to implement, the request is for a voluntary program that would not change existing review requirements, request does not require changes to El Cerrito Municipal Code. (Also see written comments of Nov. 20, 2014 included in the Addendum to the Draft Housing Element.)
Tom Panas, El Cerrito resident	Speaking in support of policies to encourage housing for persons with developmental disabilities. Persons with developmental disabilities are often, by definition, low income. The Draft Housing Element has very little specificity about the types of housing needed for persons with developmental disabilities. The Draft Housing Element should include a goal to meet the housing needs for the identified number of households with developmentally disabled persons in El Cerrito. Pleased to see the energy conservation goals and programs included in the Draft Housing Element. (Also see written comments of Dec. 4, 2014 included in the Addendum to the Draft Housing Element.)
Nick Arzio, El Cerrito resident	Question regarding data on average household size (pg. 18).
Jeff Levin, El Cerrito resident and Policy Director of East Bay Housing Organizations	Appreciate the work that went into the Draft Housing Element and think it is excellent. It is clear that the need for affordability is a pressing issue. To bring home what it means to be very low-income, a 4-person household with two wage-earners earning twice the minimum wage brings home \$45,000/year. They are at 50% of area median income. The (San Pablo Avenue) Specific Plan is appropriate for encouraging new development. Suggest adding language to Goal H1.2 (Discourage the conversion of residential uses to non-residential uses) to ensure that some kind of relocation assistance would be provided to any displaced households. Speaking in support for Housing Policy Program H1.5- Eviction for Good Cause. Please note that it does not tie landlords' hands. Speaking in support for Housing Policy Program 2.8 - Inclusionary Housing Ordinance and H2.9 – Local Affordable Housing Financing Source, such as a housing mitigation fee program.

Howdy Goudey, El Cerrito resident	Regarding the housing element connection to SB 375 climate change goals, I appreciate that new development is encouraged to be energy efficient but need to have a goal that new development have low embodied-carbon technologies. It is a slow process to get greenhouse gas reductions. We should strive for low emissions associated with new construction. Speaking in support of tying density and infill development to low embodied-carbon and preservation of open space. I realize there are competing interests, such as affordable housing. (Also see written comments of Dec. 8th, 2014 included in the Addendum to the Draft Housing Element.)
Elizabeth “BJ” Thorsnes, El Cerrito resident, El Cerrito rental property owner	(In response to earlier comments regarding Eviction for Good Cause.) This is a small landlord vs. big organization issue. We need a dialog about this. I view operating rental property as a service industry.
Baker Lyon, Project Manager with Resources for Community Development, a non-profit affordable housing developer	Appreciate the City’s support for affordable housing. Speaking in support of inclusionary housing and looking into the feasibility of a housing mitigation fee program.
Nick Arzio, El Cerrito resident	Regarding the Regional Housing Needs Allocation, there are income level targets, but what are the requirements or targets for the square footage of housing units? (Note: The Regional Housing Needs Allocation does not establish targets for housing unit size. To the extent there are targets, minimums or maximums, they are determined by each local jurisdiction through its municipal code and planning policies.)
Nick Galloro, El Cerrito resident	Question regarding the methodology of the Regional Housing Needs Allocation distribution by income level.

Dec. 8th, 2014

Dear Mayor Friedman and City Council Members,

I appreciate the work that went into developing the draft housing element for the 2015-2023 cycle, and the public process that proceeded it.

I agree with the Planning Commission's recommendation to include explicit, and more detailed, policy direction regarding the modification of zoning and code criteria toward the purpose of further encouraging accessory units in residential areas, with the possibility for more aggressive concessions to prevailing parking standards, etc for residences in close proximity to BART stations and rapid bus services.

Code provisions for high architectural quality (but still typically movable) "tiny" house accessory units should also be explored.

Given the SB375 climate change context associated with the Housing Element and the regional housing allocation process, it is important to consider the embodied green house gas (GHG) emissions associated with the construction of new housing units. The Climate Action Plan (CAP) does not include these emissions in its accounting. None the less, it is important to actively minimize the embodied GHG emissions associated with construction in order to reduce the GHG payback time and fully realize the emission reduction targets associated with measures SC-1-4, as envisioned in the CAP. A single large building can have hundreds to thousands of tons of embodied GHG emissions. This can delay the positive impacts of new housing for years with the possibility of seriously crippling the potential for TOD infill measures to deliver on their projected GHG savings. Embodied GHG emissions for construction should be identified as an important policy area to study and actively constrain.

Following an earlier comment I submitted, I was pleased to learn that the General Plan already calls for encouraging a diversity of housing types including co-housing. This is great, but co-housing deserves more than a single mention in our guiding documents. This type of housing brings many ancillary community benefits including projects that originate with a dedicated group of community-minded individuals that will help drive and define an outstanding project for which they have a long term commitment, taking away the risky element of speculating on housing demand/type and the process of attracting the ultimate occupants. Housing policies should include reaching out to co-housing developers and individuals forming prospective co-housing groups to actively incentivize this type of development.

I support the exploration of development impact fees contributing to the funding of affordable housing efforts. While I understand there is a limit to the additional costs of development that can be imposed upon market housing projects, it would be a meaningful leadership statement to recommend that infill/TOD development voluntarily consider purchasing conservation easements in nearby agricultural and open space locations. Infill/TOD or so called "smart" growth principles promise to take pressure off of sprawling sub-urban development elsewhere, but the only way to assure that this holds true is to make formal, binding arrangements. This could actually have a marketing potential for the developer to attract prospective occupants, as well as provide an opportunity to build local community ties, understanding, appreciation, inter-reliance and economic exchange. If the City partnered with local land trusts like the Brentwood Agricultural Land Trust, it could also help foster a "sister" community inter-reliance relationship and enhance economic exchange within the county, while simultaneously serving to direct development in appropriate priority development areas, as well as conserve land in appropriate priority conservation areas.

It wouldn't amount to a large number of additional units, but there is still intriguing potential for the idea of incorporating "tiny house" type facilities on public (mostly park?) land in the City. The occupants could be part/full time City employees (or perhaps non-profit foundation employees?) that provide care-taking of the public spaces surrounding their small living space, improving safety and community interactions, as well as potentially improving maintenance, while providing a modest, inexpensive place to live (part of the compensation for the services provided in the park, meaning the City or foundation cost for labor, would be lower). This idea essentially leverages the land value of public spaces to get more done, without compromising the character of the public spaces. Instead there is a strong potential to enhance them. A similar idea was recently proposed by the Mayor-elect of San Jose.

While it may sound controversial, it would be valuable to include policy statements to explore potentially aggressive measures to encourage redevelopment in the San Pablo Specific Plan area. The area has consistently suffered from under-utilization of key "down town" commercial and high density residential areas. While private property rights are strong, there should be an appreciation of property responsibilities, too, when those properties form the core of a community. It seems reasonable to explore the potential for an "under-utilization" parcel tax or fine/fee to encourage desired development outcomes or transfers to those with development intentions, in appropriate priority areas. In order to be more flexible and not too punitive, a variety of approved temporary uses could be implemented to avoid the new costs associated with being "under utilized." Under-utilization would have a definition something like "no business or residential use for more than 50% of the year." Older lower density/intensity uses would be grandfathered in, as long as they were consistently active.

It is great that property assessed clean energy (PACE) financing of energy efficiency and renewable energy home installations are identified, however as El Cerrito is one of the last communities in the Bay Area to enroll in these programs, I encourage it to be prioritized for rapid adoption, hopefully much sooner than the 2016 time frame stated in the draft document.

A few other editorial comments about the draft:

The numbers used match opportunity sites in the map figures do not correctly correspond to the numbers in the property descriptions in the text.

A vacant flag lot at 6823 Moeser (where a previous residence existed but was never rebuilt after burning down) was not included in the inventory of opportunity sites.

The Council's 1715 Elm decision was in August, not June.

Sincerely,

Howdy Goudey



635 Elm St.
El Cerrito, CA 94530

References:

http://www.london.gov.uk/sites/default/files/GLA_Construction_Scope_3_Embodied_Greenhouse_Gas_Accounting_and_Reporting_Guidance_vFinal_1.pdf

<http://living-future.org/research>

<http://www.gglo.com/insight/embodiedcarbon.aspx>

<http://www.tumbleweedhouses.com/>

<http://www.cohousing.org/>

<http://www.cohousingpartners.com/>

<http://www.cohousingco.com/>

<http://www.whdc.com/>

<http://www.brentwoodaglandtrust.org/>

Subject: Planning Commission Revisions to the Draft 2015-2023 Housing Element Update

On December 4th, 2014 at a special meeting of the City of El Cerrito Planning Commission, the Planning Commission unanimously passed a motion recommending the following revisions to the Draft 2015-2023 Housing Element:

Pages 13-14. Section I. E. 2. Housing Needs Survey

As part of the 2015-2023 Housing Element Update, the City of El Cerrito developed an online survey to gather feedback about community housing and to help ensure that the City's Housing Element reflects the vision and priorities of the El Cerrito community. The Housing Survey included 12 questions that asked respondents about their current housing situation as well as their views on El Cerrito's housing issues more generally. **The survey also gave opportunity for respondents to contribute written comments on El Cerrito's housing or other topics.** The survey was publicized through announcements at the Housing Element workshops, through the City's website and through a press release to local print and online media. ~~There were 44 responses to the survey.~~

The on-line survey received a total of forty-four responses, of which forty-three (97.7%) self-identified as currently living in El Cerrito. Forty-three responses from a census population of 24,000 residents represents a response rate of less than 0.2%. The survey response is not assumed to be a statistically relevant representation of the views of the city's population. However, the results of the survey and written comments offer insight into the views of the people who made the effort to complete the survey and are included in Appendix D.

~~There were a range views in terms of how respondents see the City's housing needs. Twenty seven percent of respondents identified "more shops, cafes, restaurants within walking distance" as the most important factor that would improve their current housing situation, followed by "home improvements/repairs to existing home" for twenty three percent of respondents. There was a common theme that expense or affordability was the most significant housing issue facing El Cerrito. Twenty six percent of respondents viewed "lack of affordable housing for middle to moderate income households" as the most significant housing issue, twenty one percent indicated the "expense of housing," and sixteen percent of respondents felt that "lack of affordable housing for lower income households," as well as sixteen percent of respondents indicating that "lack of housing options" were the most significant issue. In terms of future housing growth, fifty one percent of respondents indicated they would favor an approach to accommodating future housing units that combined the addition of single family homes, promotion of mixed use housing along San Pablo Avenue, encouraging in-law units and new townhomes. Twenty nine percent of respondents felt that the best improvement to housing within El Cerrito would be "more housing near El Cerrito Plaza BART and del Norte BART stations," followed by twenty three percent of respondents who felt the best improvement would be "more affordable rentals for low to moderate income households."~~

~~Respondents were given an option to provide written comments on El Cerrito's housing or other topics. Eight of the 44 respondents provided comments voicing a range of viewpoints, including a desire for more active and walkable commercial areas, more affordable single family housing and townhomes near transit and commercial areas, more in-law units rather than multifamily housing, and more mixed-use housing, as well as a desire to see more businesses in the City and improved~~

~~middle and high school education. Of the total respondents to the survey, 66 percent owned their home, 81 percent lived in a single family home and a majority (56 percent) spent less than 30 percent of their income on housing costs.~~

Page 15-17. Section II.B. a. Historical, Existing, and Forecast Growth

The City of El Cerrito is one of 19 cities in Contra Costa County. The **California Department of Finance (DOF)** estimates that Contra Costa County's population in 2014 was 1,087,008.

Table II-1 shows historical population ~~estimates for change in~~ El Cerrito in 10-year increments from 1940 to 2010 ~~as reported in the decennial US Census~~. El Cerrito was incorporated in 1917, and the City's population increased steadily until the 1960s. The greatest increase occurred between 1940 and 1950, in which the City experienced an average annual growth rate of 19.3 percent. ~~Between 1960 and 2010 the City's population has fluctuated within 10%. A possible explanation for the reported slight decline between~~ ~~Between 1960 and 1980 could be the population declined slightly as the City reached build-out and household sizes declined. A possible explanation for the modest increases from 1980 to 2010 could be~~ ~~El Cerrito's population began to increase again slowly beginning in 1980 due to an influx of residents seeking lower housing costs and larger home sizes.~~ Between 1990 and ~~2010~~ ~~2000 the US Census reported that~~ the City gained ~~482~~ ~~680~~ residents, ~~an increase of 3.0% from the 1990 figure increasing from 22,869 to 23,171.~~

Figure II-1 shows ~~annual estimates of~~ El Cerrito's population growth since 2000 ~~as reported by the California Department of Finance~~. These figures are derived from the decennial US Census figures, then adjusted annually based on information from the county on residential building activity. Much of the ~~4.0% total~~ population growth ~~reported for~~ experienced in El Cerrito since 1990 has resulted from infill development, redevelopment, and changes in household size. ~~The reported estimate of El Cerrito's population~~ ~~Although El Cerrito's population declined between 2002 and 2007, it has been steadily increasing since 2008 and is currently (2014) estimated at 24,087.~~

Revise Figure II-1 Population Trends (page 17) so the y-axis starts at zero.

Note: All document page, section and figure references are to the City of El Cerrito Draft 2015-2023 Housing Element, released November 10th, 2014.

2015 COUNCIL LIAISON ASSIGNMENTS

LEGISLATIVE BODY	2014 Appointee	2015 Appointee
Association of Bay Area Governments (ABAG), General Assembly (Delegate - <i>Meets Thursdays in April and October, 8:30 am to 3:30 pm</i>)	Benassini	Friedman
Association of Bay Area Governments (ABAG), General Assembly (Alternate)	Friedman ¹	Quinto
League of California Cities East Bay Division (Delegate – <i>Meets many months on 4th Thurs, 7 pm, var. Cities. Also 3 day Annual League Conference in September</i>)	Abelson	Abelson
League of California Cities East Bay Division (Alternate)	Friedman	Quinto
Contra Costa Mayors’ Conference (Delegate - <i>Meets 1st Thurs, 6:30 pm, var. cities</i>)	Abelson (Mayor) ²	Friedman
Contra Costa County Mayors’ Conference (Alternate)	Benassini (MPT) ³	Lyman
West County Mayors’ & Supervisors’ Assn. (<i>Meets 4th Thurs, 8:00 am, var. cities</i>)	Abelson (Mayor)	Friedman
West County Mayors’ & Supervisors’ Association (Alternate)	Benassini (MPT)	Lyman
West Contra Costa Transportation Advisory Committee (Delegate) (<i>Generally Meets 4th Fri, 8:00 am, City of San Pablo – Makes appointment to CCTA</i>)	Abelson	Abelson
West Contra Costa Transportation Advisory Committee (Alternate)	Lyman	Lyman
Contra Costa Transportation Auth. Board Member (<i>appointments made by WCCTA or Mayors’ Conference – full board meets 3rd Wednesday, 6:00 pm, Walnut Creek</i>)	Abelson	Abelson
East Bay Green Corridor Principal (<i>Greg suggests 2 years</i>)	Lyman	Lyman
Tom Bates Regional Sports Field JPA (<i>meets qtlly. on 2nd Wed, 5:30 pm, Albany</i>)	Bridges	Bridges
Tom Bates Regional Sports Field JPA (Alternate)	Benassini	Quinto
West County Integrated Waste Management Authority (Delegate) (<i>Generally meets 2nd Thurs evening per month, 7:00 pm, City of San Pablo</i>)	Lyman	Lyman
West County Integrated Waste Management Authority (Alternate)	Friedman	Friedman
Arts & Culture Commission (<i>Meets 4th Mon, 7:00 pm</i>)	Lyman	Quinto
Crime Prevention Committee (<i>Meets 2nd Wed, 7:00 pm</i>)	Friedman	Quinto
Committee on Aging (<i>Meets 3rd Wed, 3:00 pm</i>)	Abelson	Abelson
Design Review Board (<i>Meets 1st Wed, 7:30 pm</i>)	Lyman	Bridges
Economic Development Committee (<i>Meets 1st Thurs, 6:30 pm</i>)	Benassini	Friedman
Environmental Quality Committee (<i>Meets 2nd Tues, 7:00 pm</i>)	Bridges	Lyman
Financial Advisory Board (<i>Meets 2nd Tues, 7:00 pm</i>)	Abelson	Lyman
Human Relations Commission (<i>Meets 1st Wed, 7:00 pm</i>)	Bridges	Abelson
Park and Recreation Commission (<i>Meets 4th Wed, 7:00 pm</i>)	Benassini	Friedman
Planning Commission (<i>Meets 3rd Wed, 7:30 pm</i>)	Friedman	Quinto
Tree Committee (<i>Meets 2nd Mon, 7:00 pm</i>)	Abelson	Bridges
Municipal Service Corporation Chair (<i>Established by MSC bylaws</i>)	Abelson (Mayor)	Friedman
Municipal Service Corporation Vice-Chair (<i>Established by MSC bylaws</i>)	Benassini (MPT)	Lyman
Pension Board Chair (<i>Meets same as Council</i>)	Abelson (Mayor)	Friedman
Pension Board (Alternate)	Benassini (MPT)	Lyman
Successor Agency to the Former Redevelopment Agency Chair (<i>Per bylaws</i>)	Abelson (Mayor)	Friedman
Successor Agency to the Former Redevelopment Agency Vice-Chair (<i>Per bylaws</i>)	Benassini (MPT)	Lyman
Disaster Preparedness Council (Delegate) (<i>Inactive</i>)	Abelson (Mayor)	Friedman
Disaster Preparedness Council (Alternate) (<i>Inactive</i>)	Benassini (MPT)	Lyman
Commission/Committee Rules Subcommittee	Abelson/Bridges	Abelson/Bridges
Wall of Fame – Ad Hoc Committee – Assigned upon receipt of a nomination	Friedman/Lyman	Friedman/Lyman

¹ Grey text used to accentuate “Alternate” positions; ² “(Mayor)” used to indicate position is assigned to current Mayor; ³ “(MPT)” used to indicate position assigned to current Mayor Pro Tem; ⁴ TBA = to be assigned