



AGENDA

SPECIAL CITY COUNCIL MEETING

Tuesday, July 16, 2013 – 6:15 p.m.

Hillside Conference Room

SPECIAL CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY / PENSION TRUST BOARD MEETING

Tuesday, July 16, 2013 – 7:00 p.m.

City Council Chambers

Meeting Location

El Cerrito City Hall

10890 San Pablo Avenue, El Cerrito

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Rebecca Benassini
Councilmember Mark Friedman

6:15 p.m. ROLL CALL

CONVENE SPECIAL CITY COUNCIL MEETING

ORAL COMMUNICATIONS FROM THE PUBLIC

COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

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

ADJOURN SPECIAL CITY COUNCIL MEETING

ROLL CALL

7:00 p.m. CONVENE SPECIAL CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY AND PENSION TRUST BOARD MEETING

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

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 limited to 3 minutes per person. Please state your name and city of residence for the record. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. PRESENTATIONS

Update on 1800 Elm Street – Presentation by Chamberlin Associates.

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

Consent Calendar items are considered to be routine by the City Council and will be enacted by one motion unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt the Consent Calendar.

CITY COUNCIL/PUBLIC FINANCING AUTHORITY/PENSION TRUST BOARD ITEM

A. Minutes for Approval

Approve the June 18, 2013 Special City Council Closed Session and June 18, 2013 Concurrent City Council/Public Financing Authority and Pension Trust Board meeting minutes.

CITY COUNCIL ITEMS

B. Establish Speed Limits for Eleven Speed Zones

Adopt a resolution establishing speed limits for eleven speed zones identified in the resolution to allow for enforcement of these limits using radar, lidar or other electronic device in conformance with State of California requirements.

C. Application for Federal Funding through the Metropolitan Transportation Commission's Portion of the OneBayArea Grant Program, for the 2013–14 Pavement Rehabilitation Project, C3074

Adopt a resolution applying for \$630,000 in federal Surface Transportation Program (STP) funding through the County portion of the Metropolitan Transportation Commission's (MTC's) OneBayAreaGrant (OBAG) Program, committing the necessary non-federal match, and stating the assurance to complete the 2013–14 Pavement Rehabilitation Project, C3074.

D. Committee on Aging Appointment

Approve a Committee on Aging recommendation to appoint Nola Veganas Chavez to the Committee on Aging, effective July 24, 2013.

6. PUBLIC HEARING

Fire Hazard Abatement

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

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

7. POLICY MATTERS

A. Agreement with The Trust for Public Land for Acquisition of Hillside Natural Area Property (APN 505-142-014, -012 and -013)

Adopt a resolution authorizing the City Manager or his designee to enter into the following: 1) Purchase and Sale Agreement; and 2) Professional Services Agreement with the Trust for Public Land for the acquisition of approximately 7.6 acres of open space property adjacent to the Hillside Natural Area for conservation and recreation purposes and for acquisition related and fundraising assistance.

B. Results of Survey by Godbe Research on Development of Future City Facilities

Receive a presentation from Godbe Research on the results of their telephone survey of El Cerrito residents to ascertain voter opinions related to the potential funding for future City facilities (library, public safety building and recreational facilities) and discuss and provide comments and feedback.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

A. Mayor Lyman Assignments: Commission/Committee Rules Subcommittee, Contra Costa County Mayors' Conference, Crime Prevention Committee, East Bay Green Corridor Principal, Human Relations Commission, Municipal Services Corporation Chair, Pension Trust Board Chair, Public Financing Authority Chair, San Pablo Avenue Area Specific Plan Committee, Successor Agency to the Former Redevelopment Agency Chair, Tree Committee, West Contra Costa Transportation Advisory Committee Alternate, West County Mayors' & Supervisors' Association and West County Integrated Waste Management Authority Delegate.

B. Mayor Pro Tem Abelson Assignments: Committee on Aging, Contra Costa County Mayors' Conference Alternate, Contra Costa Transportation Authority Board Chair, League of California Cities East Bay Division Delegate (also attends as the Council's Delegate to the Annual League Conference), Environmental Quality Committee, Municipal Services Corporation Vice-Chair, Pension Trust Board Vice-Chair, Successor Agency to the Former Redevelopment Agency Vice-Chair, West Contra Costa Transportation Advisory Committee Delegate and West County Mayors' & Supervisors' Association Alternate.

C. Councilmember Benassini Assignments: Association of Bay Area Governments General Assembly Delegate, Financial Advisory Board, Planning Commission, San Pablo Avenue Area Specific Plan Committee and Tom Bates Regional Sports Field Joint Powers Authority Alternate.

D. Councilmember Bridges Assignments: Tom Bates Regional Sports Field Joint Powers Authority Delegate and Design Review Board, Park and Recreation Commission.

E. Councilmember Friedman Assignments: Arts and Culture Commission, Association of Bay Area Governments General Assembly Alternate, Economic Development Board, Commission/Committee Rules Subcommittee, League of California Cities East Bay Division Alternate and West County Integrated Waste Management Authority Alternate.

9. ADJOURN SPECIAL CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY AND PENSION TRUST BOARD MEETING

The next City Council meeting is Tuesday, August 20, 2013 at 7:00 p.m. in the City Council Chambers, 10890 San Pablo Avenue, El Cerrito, California.

- 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. 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.



Special City Council Meeting 6:15 p.m.

Date: July 16, 2013
To: Honorable Mayor and Members of the City Council
From: Cheryl Morse, City Clerk
Subject: Commission Interviews

JULY 16 INTERVIEW SCHEDULE

Candidates listed below are scheduled for interview this evening:

6:15 p.m.	Steven M. Poulos	[CC Library Commission 1 st and only]
6:25 p.m.	Tom Panas	[CC Library Commission 1 st and only]
6:35 p.m.	Janice Woo	[CC Library Commission 1 st and only]

BACKGROUND

The City Council will interview candidates for El Cerrito's representative to the Contra Costa County Library Commission.

Terms for both the delegate and alternate positions held by Steven Poulos and Tom Panas, expired on June 30, 2013. The next regularly scheduled Library Commission meeting is July 25, 2013. Vacancies on the Commission were advertised in the West County Times, the City's website and were also posted at City Hall, the Community Center and the Library. The Council is presented with three candidates this evening: Tom Panas, Steven Poulos and Janice Woo.

The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian. The Library Commission is comprised of 29 members representing the following membership categories:

- 18 members representing the cities/towns in Contra Costa County
- 5 members represent the Contra Costa County
- 5 members represent the Central Labor Council, the Contra Costa Community College District, the Superintendent of Schools and the Friends Council

Special City Council Meeting Commission Applicant Interviews

More information about the Library Commission, including its meetings and agendas, commission roster, and an archive of meeting minutes are posted to the Library's website at <http://guides.ccclib.org/commission>.

Attachments:

1. Candidate Applications
2. Possible Interview Questions



**July 16, 2013
Special City Council Meeting**

Commission Interviews

**Attachments 1&2 – Commission Candidate Applications and
Interview Questions**

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

EL CERRITO CITY COUNCIL PUBLIC FINANCING AUTHORITY EMPLOYEE PENSION TRUST BOARD

MINUTES

SPECIAL CITY COUNCIL MEETING – CLOSED SESSION

**Tuesday, June 18, 2013 – 6:00 p.m.
Hillside Conference Room**

SPECIAL CONCURRENT CITY COUNCIL MEETING / PUBLIC FINANCING AUTHORITY AND PENSION TRUST BOARD MEETING

**Tuesday, June 18, 2013 – 7:00 p.m.
City Council Chambers**

Meeting Location

El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson
Councilmember Jan Bridges

Councilmember Rebecca Benassini
Councilmember Mark Friedman

6:00 p.m. ROLL CALL

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

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Lyman convened the Special City Council meeting at 6:00 p.m.

ANNOUNCEMENT OF CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case

ORAL COMMUNICATIONS FROM THE PUBLIC – No speakers.

RECESSED INTO CLOSED SESSION at 6:01 p.m.

POSSIBLE REPORT OUT OF CLOSED SESSION – *See announcement below.*

ADJOURNED SPECIAL CITY COUNCIL MEETING – CLOSED SESSION at 6:56 p.m.

ROLL CALL

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

7:00 p.m. CONVENE SPECIAL CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY AND PENSION TRUST BOARD MEETING

Mayor Lyman convened the Special Concurrent City Council/Public Financing Authority/Pension Trust Board meeting at 7:04 p.m.

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

2. COUNCIL / STAFF COMMUNICATIONS

Mayor Pro Tem Abelson reported on her attendance at two League of California Cities Policy Committee meetings in Sacramento on June 13, 2013. Policy Committee members received a presentation on a list of relevant bills pending in the state legislature. Several immigration reform principles developed by a League of California Cities Task Force were also discussed. On June 14, the entire City Council attended the Library Centennial Celebration held at the El Cerrito Library. It was a nice event that was well attended. On June 17, Mayor Pro Tem Abelson attended the 20th Anniversary of Home Depot. Today, she attended the El Cerrito Chamber of Commerce luncheon in which, Garth Schultz, Environmental Services Division Manager, made a presentation on the proposed plastic bag ban and foodware ordinances. Mayor Pro Tem Abelson informed the public that the last public hearing on both of these topics will be held at the Environmental Quality Committee meeting in the Council Chambers on July 15, 2013.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Tom Panas, El Cerrito, stated that he had been talking with a number of elderly friends in the City regarding completion of the urban greening survey who expressed a desire for subsidized bus service to and from the El Cerrito Plaza, Senior Center, Arlington Park, City Hall, Home Depot and the two BART stations. This would get people out of their cars and encourage local shopping.

Laura Gonzales, Richmond, El Cerrito Relay for Life, thanked the City Council for its continued support in the fight against cancer by providing a park and a meeting facility at the Community Center. Ms. Gonzales also informed the Council and public of upcoming team fundraising events in the City.

4. PRESENTATIONS

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

Bonnie Smith, President, El Cerrito Garden Club, presented the following awards:

- 1) First Place - Joanne Uomini & Mark Roberts, 6103 Alvarado Place; and
- 2) Second Place Tie to Maya Nelson, 651 Elm Street, and Yumei Yang, 1300 Richmond Avenue.

Action: Received presentation.

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

Moved, seconded (Abelson/Benassini) and carried unanimously to approve Consent Calendar Item Nos. 5A through 5F as indicated below.

A. Minutes for Approval

Approve the June 4, 2013 Special City Council Closed Session and June 4 Concurrent City Council/Public Financing Authority and Pension Trust Board meeting minutes.

Action: Approved minutes.

B. Application for Federal Funding through the Metropolitan Transportation Commission's (MTC's) Portion of the OneBayArea Grant (OBAG) Program

Adopt a resolution applying for \$3,467,958 in federal Surface Transportation Program (STP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and/or Transportation Alternatives Program (TAP) funding through the County Portion of the Metropolitan Transportation Commission's (MTC's) OneBayArea Grant (OBAG) Program, committing the necessary non-federal match, and stating the assurance to complete the Ohlone Greenway Station Access, Safety and Placemaking Improvements.

Action: Adopted Resolution No. 2013–29.

C. Ohlone Greenway Crosswalk Improvements Project

Adopt a resolution authorizing the following actions: 1) Reject all submitted bids; and 2) Authorize the City Manager or his designee to proceed with value engineering measures and re-advertise the project for public bid.

Action: Adopted Resolution No. 2013–30.

D. Measure J Funds for Paratransit Services for the Elderly and Disabled

Adopt a resolution authorizing the City Manager, or his designee, to apply for and claim Measure J funds in order to provide paratransit services for the elderly and disabled for Fiscal Year 2013–14.

Action: Adopted Resolution No. 2013–31.

E. Approve Co-Sponsorship for Use of a Community Center Room and Cerrito Vista Park by the American Cancer Society for Relay for Life

Adopt a resolution approving City co-sponsorship for the American Cancer Society Relay For Life, El Cerrito. Approval of co-sponsorship will make available a Community Center Room for 1.5 hour meetings, twice per month December 2012 to August 2013, and Cerrito Vista Park on July 20 and 21, 2013 and waive all fees associated with the use of these facilities. Available rooms or clubhouses will be used for the Relay Event planning meetings in order to prevent conflicts with potential rentals. Cerrito Vista Park will be used for the Relay itself. Per the co-sponsorship policy, the Relay for Life has been meeting at the Community Center, at no cost, at the discretion of the Recreation Director.

Action: Adopted Resolution No. 2013–32.

F. National Night Out 2013 Proclamation

Approve a proclamation calling upon all residents of the City of El Cerrito to participate in "National Night Out" on Tuesday, August 6, 2013 in the City of El Cerrito.

Action: Approved proclamation.

6. PUBLIC HEARING – None

7. POLICY MATTERS

Fiscal Year 2013–2014 Budget and Spending Authority for the City of El Cerrito, Public Financing Authority and Employee Pension Trust Board and Establish the Annual Gann Appropriation Limit

Consider adoption of four separate resolutions which approve the following actions:

- 1) Adoption of the FY 2013-14 City Budget and Spending Authority by Fund;
- 2) Adoption of the FY 2013-14 Budget for the Public Financing Authority;

- 3) Adoption of the FY 2013-14 Budget for the Employee Pension Trust Board; and
- 4) Approve the calculation and establish the City's FY 2013-14 annual Gann Appropriation Limit as \$111,892,904.

Presenters: Lisa Malek-Zadeh, Finance Director and Karen Pinkos, Assistant City Manager.

Actions: City Budget Moved, seconded (Friedman/Benassini) and carried unanimously to adopt City Council Resolution No. 2013–33 as revised to include necessary findings regarding expenditures of City Low-Moderate Housing Funds on planning and administrative expenses.

Public Financing Authority

Moved, seconded (Benassini/Friedman) and carried unanimously to adopt Public Financing Authority Resolution No. 2013–01.

Employee Pension Trust Board

Moved, seconded (Bridges/Abelson) and carried unanimously to adopt Employee Pension Trust Board Resolution No. 2013–01.

Annual Gann Appropriation Limit

Moved, seconded (Abelson/Benassini) and carried unanimously to adopt City Council Resolution No. 2013–34.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

A. Mayor Lyman reported that the City Council had met in closed session earlier in the evening regarding anticipated litigation and provided staff with direction. The Human Relations Commission met on June 5th and formed a subcommittee to start working on the Martin Luther King, Jr. Celebration. At the June 6 Contra Costa Mayors Conference, Mayor Lyman was elected as an alternate to the Association of Bay Area Government's Executive Committee. Additionally, although the plastic bag ban was on the Mayors Conference agenda, it was not acted upon due to the State Senate and Assembly's failure to move legislation forward. On June 13 the West County Integrated Waste Management Authority considered the post collection contract. Negotiations will conclude soon for the other Joint Powers Authority (JPA) cities. El Cerrito's contract is for disposal and Greenwaste only and is being negotiated separately. The Authority also convened a study session on the future of the JPA which will change on January 1, 2014 due to the conclusion of payments on the bonds for the facility. Several scenarios and options for the JPA were discussed however a decision is dependent upon the post collection agreement. Each individual city will consider whether to stay in the JPA or leave at a Council meeting in September or October 2013. The fundamental issue is what services the JPA should provide. The JPA provides other cities with rate review and contract negotiations. Although these services are not used by El Cerrito, the city does benefit from the household hazardous waste facility, regional legislation and outreach and education. City staff and Mayor Lyman expressed support for continuing with the Authority however there will be a more formal presentation for the City Council to consider in September or October. At its last meeting, the Tree Committee rode around town to look at places within the Committee's jurisdiction such as median strips, street tree wells and parks and performed an assessment of areas under the purview of the Committee.

B. Mayor Pro Tem Abelson – No report.

C. Councilmember Benassini – No report. *Councilmember Benassini conveyed the Financial Advisory Board's comments on the budget during discussion of Item No. 7 earlier in the evening.*

D. Councilmember Bridges provided an update on the Verizon cell tower that is proposed for 6830 Stockton Avenue. The site is a church located on the corner of Richmond Avenue. There is a pre-existing cell tower located there now. An applicant is seeking an additional six antennas to be placed on the roof of the church. The Design Review Board (DRB) expressed concerns about the project. The DRB believes the scale, mass, and proportion of the project are not in architectural good taste and is not consistent with the current style of the building. There are natural gas generators located on the roof. Neighbors expressed concerns with noise from the generators. The item will be continued to the next DRB meeting. There is some hope that the applicant will come up with other solutions or designs or identify an additional site for the antennas.

E. Councilmember Friedman reported that the Economic Development Board had a wide ranging discussion about economic development in the city at its last meeting.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 5E Approve Co-Sponsorship for Use of a Community Center Room and Cerrito Vista Park by the American Cancer Society for Relay for Life

1. Relay for Life El Cerrito flyer – *Submitted by Laura Gonzales, Richmond, Relay for Life*

Item No. 7 Fiscal Year Fiscal Year 2013–2014 Budget and Spending Authority for the City of El Cerrito, Public Financing Authority and Employee Pension Trust Board and Establish the Annual Gann Appropriation Limit

2. Revised Resolution for City 2013–14 Budget – *Submitted by Lisa Malek–Zadeh, Finance Director.*

Other:

3. League of California Cities Key Bills and Messages for the Senate and Assembly – *Submitted by Mayor Pro Tem Abelson.*
4. League of California Cities Immigration Reform Task Force – Preliminary Recommendations to Policy Committees – *Submitted by Mayor Pro Tem Abelson.*
5. Urban Greening Survey Comments – *Submitted by Tom Panas, El Cerrito.*

9. ADJOURNED SPECIAL CONCURRENT CITY COUNCIL / PUBLIC FINANCING AUTHORITY AND PENSION TRUST BOARD MEETING at 7:53 p.m.



AGENDA BILL

Agenda Item No. 5(B)

Date: July 16, 2013
To: El Cerrito City Council
From: Yvetteh Ortiz, Interim Public Works Director / City Engineer
Subject: Establish Speed Limits for Eleven Speed Zones

ACTION REQUESTED

Adopt a resolution establishing the following speed limits for eleven speed zones to allow for enforcement of these limits using radar, lidar or other electronic device in conformance with State of California requirements:

Speed Zone	Speed Limit (miles per hour)
Ashbury Avenue – Moeser Lane to Fairmount Avenue	25
Ashbury Avenue – Fairmount Avenue to South City Limits	25
Colusa Avenue – Eureka Avenue to Terrace Drive	25
Eastshore Boulevard – Potrero Avenue to San Pablo Avenue	30
Fairmount Avenue – Carlson Boulevard to Richmond Street	25
Fairmount Avenue – Richmond Street to Colusa Avenue	25
Hill Street – San Pablo Avenue to Elm Street	25
Key Boulevard – Elm Street to North City Limits	25
Moeser Lane – San Pablo Avenue to Navellier Street	25
Moeser Lane – Navellier Street to Arlington Boulevard	25
Sea View Drive – Colusa Avenue to Eureka Avenue	25

BACKGROUND

Engineering and traffic surveys (“speed surveys”) are required to establish speed limits on streets that are functionally classified as collector and arterial streets and where speed enforcement involves the use of radar, lidar or other electronic speed measuring device. These surveys must be conducted in accordance with applicable laws and standards provided in the California Vehicle Code (CVC) and the California Manual on Uniform

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Traffic Control Devices (MUTCD). If a speed survey meeting these requirements has not been performed, evidence of a speeding violation is not admissible in court per CVC Sections 40802 and 40803.

A speed zone is a segment of roadway on which a speed limit has been established as reasonable and safe based on a speed survey. In 2005, the City conducted speed surveys for 41 speed zones excluding six segments along the state highway portion of San Pablo Avenue, for which Caltrans is responsible. The CVC requires that the speed surveys be updated every five years or up to seven years if requirements regarding police officer training and electronic device calibration are presented to the court. The renewal time frame for the speed survey may be further extended to ten years if a registered engineer conducts a review and determines that no significant changes in roadway or traffic conditions have occurred since the date of the last survey.

Public Works engaged the services of Whitlock & Weinberger Transportation, Inc. (W-Trans), one of our on-call transportation engineering firms, to reevaluate the boundaries of the existing 41 speed zones and prepare new speed surveys as appropriate. These zones were consolidated into 24 larger zones. Several speed zones were reconfigured to more logically group street segments that are continuous and similar. This change will facilitate administration of the speed surveys, which are provided to the Contra Costa Superior Court and to the public in response to information requests. The reduction in the total number of speed zones will also facilitate future updates of the speed surveys.

Due to budgetary constraints, the surveys were broken into two phases. In early 2012, Public Works and Police Department staff collaborated to prioritize about half of the speed zones, which were identified based on higher existing traffic volumes and speeds, to be surveyed in the first phase. On June 19, 2012, the City Council adopted Resolution No. 2012-49 establishing speed limits for the high-priority zones on Arlington Boulevard, Carlson Boulevard, Central Avenue, a portion of Colusa Avenue, a consolidated Cutting Boulevard-Elm Street-Richmond Street, Potrero Avenue, San Pablo Avenue and Stockton Avenue. The remaining zones for the second phase were surveyed in late 2012 and early 2013.

ANALYSIS

W-Trans performed the speed surveys in accordance with the requirements set forth in the CVC, MUTCD and established traffic engineering practices. The signed and stamped speed surveys are attached as Exhibit A to the Resolution. The speed surveys include considerations for prevailing speeds, collision records, and traffic and roadside conditions not readily apparent to the driver. The MUTCD requires that the prevailing speed be determined on the basis of the 85th-percentile speed. When the speeds of all motorists at one location are ranked from slowest to fastest, the 85th-percentile speed separates the slower 85 percent from the fastest 15 percent, who typically pose the greatest safety hazard. Experience has generally shown that 85 percent of drivers operate at speeds which are reasonable and prudent for the specific roadway conditions regardless of speed limit signs or enforcement. This method and procedure is widely accepted by engineers, law enforcement agencies and the court. As such, the MUTCD indicates that the speed limit be set to the nearest 5-mile per hour (mph) increment of the

Agenda Item No. 5(B)

85th-percentile speed. The MUTCD also allows for the speed limit to be reduced by 5 mph from the nearest 5-mph increment based on collision history or other factors not readily apparent to drivers.

Based on the speed surveys, W-Trans is recommending that existing speed limits on all survey zones be maintained. This means maintaining a speed limit of 25 mph on Ashbury Avenue, Colusa Avenue, Fairmount Avenue, Hill Street, Key Boulevard, Moeser Lane, and Sea View Drive, and a speed limit of 30 mph on Eastshore Boulevard. Public Works staff recommends that the City Council establish the recommended speed limits for these 11 speed zones to allow for enforcement of these limits using radar, lidar or other electronic device in conformance with State of California requirements.

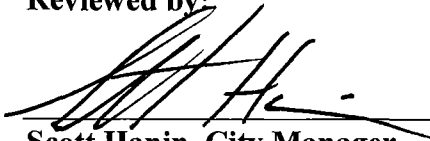
FINANCIAL CONSIDERATIONS

Given that none of the speed limit signs will need to be changed, there is no cost associated with implementation of this resolution.

LEGAL CONSIDERATIONS

The City Clerk will certify the resolution and Public Works staff will file it with the Contra Costa Superior Court.

Reviewed by:



Scott Hanin, City Manager

Attachment:

1. Accompanying Resolution

RESOLUTION 2013–XX

RESOLUTION OF THE EL CERRITO CITY COUNCIL ESTABLISHING SPEED LIMITS FOR
ELEVEN SPEED ZONES

WHEREAS, engineering and traffic surveys (“speed surveys”) are required to establish speed limits on streets that are functionally classified as collector or arterial streets and where speed enforcement involves the use of radar, lidar or other electronic speed measuring device; and

WHEREAS, the Public Works Department engaged the services of Whitlock & Weinberger Transportation, Inc. (W-Trans) to reevaluate the boundaries of the existing speed zones throughout the City and prepare speed surveys for the new zones; and

WHEREAS, W-Trans prepared the speed surveys in accordance with the requirements set forth in the California Vehicle Code (CVC), California Manual on Uniform Traffic Control Devices (MUTCD) and established traffic engineering practices; and

WHEREAS, the Public Works and Police Departments have reviewed the speed survey recommendations.

NOW, THEREFORE, BE IT RESOLVED that the El Cerrito City Council hereby establishes the following speed limits based on the speed surveys, attached hereto as Exhibit A and incorporated by reference, to allow for enforcement of these limits using radar, lidar or other electronic device in conformance with State of California requirements:

Speed Zone	Speed Limit (miles per hour)
Ashbury Avenue – Moeser Lane to Fairmount Avenue	25
Ashbury Avenue – Fairmount Avenue to South City Limits	25
Colusa Avenue – Eureka Avenue to Terrace Drive	25
Eastshore Boulevard – Potrero Avenue to San Pablo Avenue	30
Fairmount Avenue – Carlson Boulevard to Richmond Street	25
Fairmount Avenue – Richmond Street to Colusa Avenue	25
Hill Street – San Pablo Avenue to Elm Street	25
Key Boulevard – Elm Street to North City Limits	25
Moeser Lane – San Pablo Avenue to Navellier Street	25
Moeser Lane – Navellier Street to Arlington Boulevard	25
Sea View Drive – Colusa Avenue to Eureka Avenue	25

BE IT FURTHER RESOLVED, that the Public Works Director / City Engineer is authorized to post the speed limits as appropriate in accordance with this resolution; and

BE IT FURTHER RESOLVED, that the Public Works Department is directed to file certified copies of this resolution with the El Cerrito Police Department and Contra Costa Superior Court; and

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

I CERTIFY that at a regular meeting on July 16, 2013 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on July ____, 2013.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor Pro Tem

Attachment: Exhibit A



City of El Cerrito
Engineering and Traffic Survey

Street: Ashbury Avenue From: Moeser Lane To: Fairmount Avenue

Posted Limit: 25 mph
Width: 35-40 feet
Lanes: 2
Configuration: Undivided
Parking: Both sides
Bike Facility: Discontinuous
Sidewalks: Both sides
Land Use: Residential
Character: Urban
Terrain: Flat

Street Conditions



Observations and Evaluation

Volume (ADT):	3,950 vpd	Vehicles Sampled:	134
Segment Length:	0.9 miles	85th Percentile Speed:	31 mph
Collisions:	33 crashes	Mean (50th Percentile) Speed:	27 mph
Evaluation Period:	5 years	Pace:	22 to 31 mph
Collision Rate:	5.09 c/mvm (collisions per million vehicle miles)	Percent in Pace:	81.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

The calculated collision rate of 5.09 c/mvm exceeds the statewide average of 2.80 c/mvm for comparable streets. The segment is designated as a Class III Bikeway in the 2007 Circulation Plan.

Conclusions and Recommendations

With an 85th percentile speed of 31 mph the nearest 5 mph increment is 30 mph. However, the calculated collision rate of 5.09 c/mvm for this segment significantly exceeds the statewide average of 2.80 c/mvm. It is recommended that the posted speed limit be reduced by 5 mph below the nearest 5 mph increment, or **25 mph**, in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the California Vehicle Code.

25 mph

Recommended
Speed Limit

June 20, 2013
Date



Mary Jo Yung, P.E.

Street: Ashbury Avenue

From: Moeser Lane

To: Fairmount Avenue

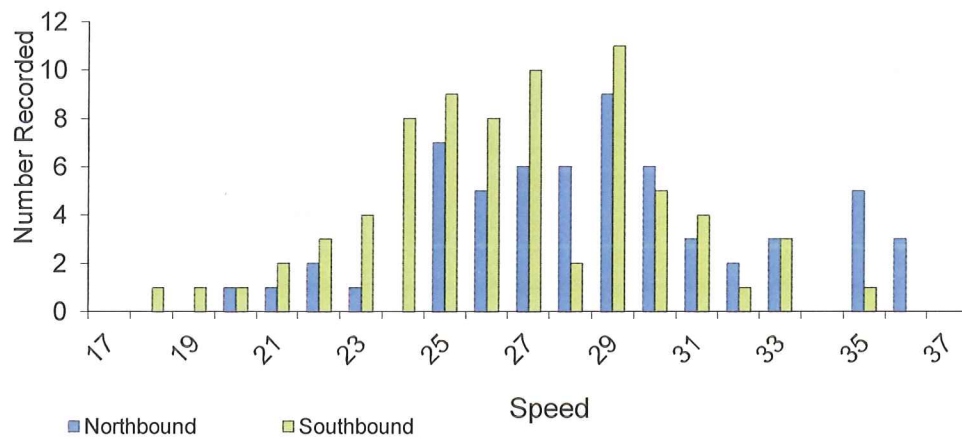


Northbound

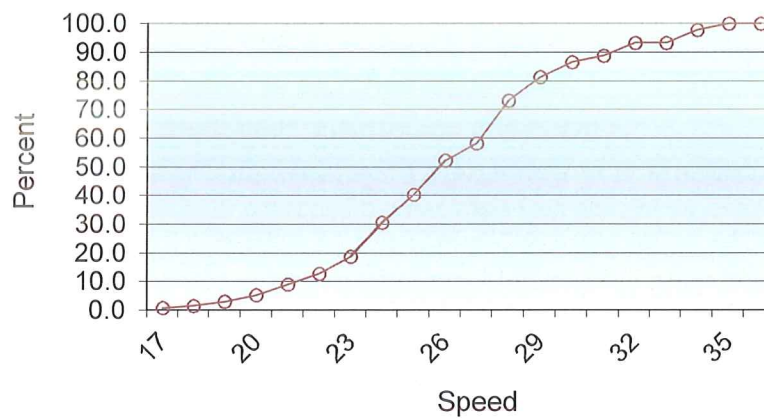


Southbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 3/14/2013
Day of the Week: Thursday

Start Time: 9:00
End Time: 10:00

Weather: Clear
Recorder: Wiltec



City of El Cerrito
Engineering and Traffic Survey

Street: Ashbury Avenue **From:** Fairmount Avenue **To:** South City Limits

Street Conditions

Posted Limit: 25 mph
Width: 45-75 feet
Lanes: 2
Configuration: Divided
Parking: Both sides
Bike Facility: None
Sidewalks: Both sides
Land Use: Residential
Character: Urban
Terrain: Flat



Observations and Evaluation

Volume (ADT): 5,480 vpd	Vehicles Sampled: 200
Segment Length: 0.35 miles	85th Percentile Speed: 32 mph
Collisions: 11 crashes	Mean (50th Percentile) Speed: 26 mph
Evaluation Period: 5 years	Pace: 21 to 30 mph
Collision Rate: 3.14 c/mvm (collisions per million vehicle miles)	Percent in Pace: 62.0%
Statewide Average Rate: 2.80 c/mvm	

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

This segment of Ashbury Avenue is designated as a proposed "Class II" bikeway in the 2007 *Circulation Plan for Bicyclists and Pedestrians*. The calculated collision rate of 3.14 c/mvm is slightly higher than the statewide average of 2.80 c/mvm for comparable streets.

Conclusions and Recommendations

For an 85th percentile speed of 32 mph, the nearest 5 mph increment is 30 mph. Retaining a **25 mph** posted speed limit is recommended, in consideration of the crash rate exceeding the statewide average for similar facilities which represents a condition not readily apparent to drivers, and per the provisions of Sections 627, 22357, 22358 and 40802 of the *California Vehicle Code*.

25 mph

Recommended
Speed Limit

June 20, 2013
Date

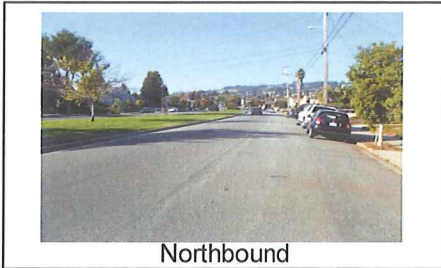


M. Yung
Mary Jo Yung, P.E.

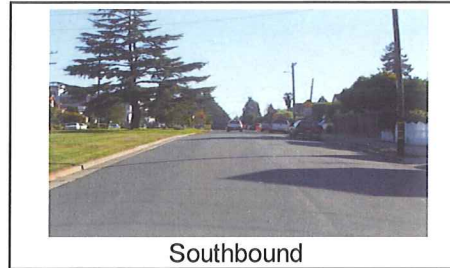
Street: Ashbury Avenue

From: Fairmount Avenue

To: South City Limits

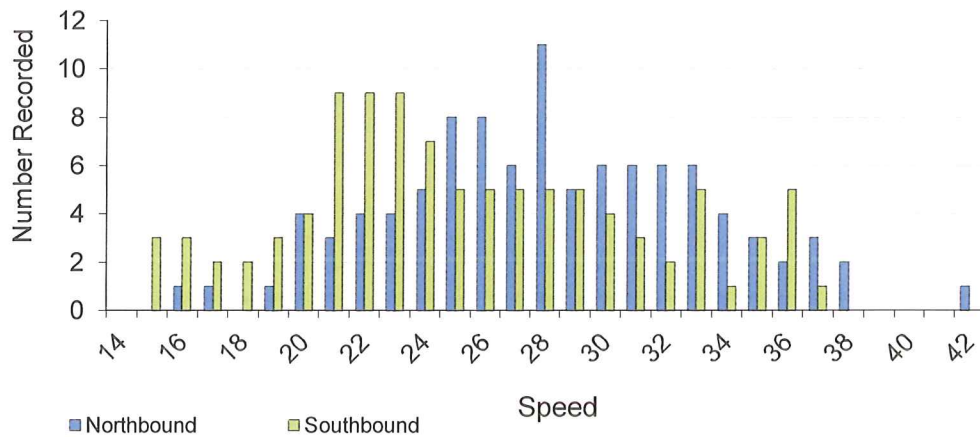


Northbound

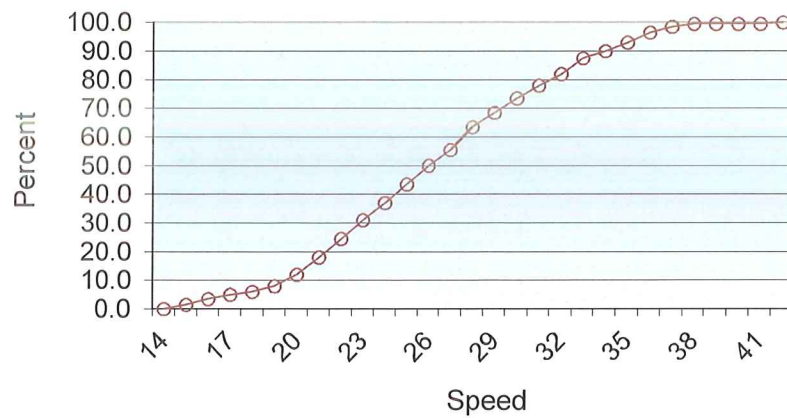


Southbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/14/2012
Day of the Week: Wednesday

Start Time: 11:45
End Time: 12:49

Weather: Clear
Recorder: Wiltec

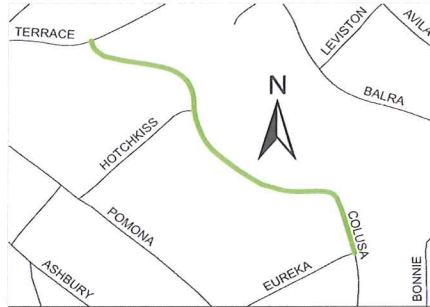


City of El Cerrito
Engineering and Traffic Survey

Street: Colusa Avenue **From:** Eureka Avenue **To:** Terrace Drive

Street Conditions

Existing Limit: 25 mph
Width: 20-25 feet
Lanes: 2
Configuration: Undivided
Parking: Both sides
Bike Facility: None
Sidewalks: Both sides
Land Use: Residential
Character: Urban
Terrain: Hilly



Observations and Evaluation

Volume (ADT):	2,220 vpd	Vehicles Sampled:	104
Segment Length:	0.27 miles	85th Percentile Speed:	30 mph
Collisions:	5 crashes	Mean (50th Percentile) Speed:	26 mph
Evaluation Period:	5 years	Pace:	22 to 31 mph
Collision Rate:	4.57 c/mvm (collisions per million vehicle miles)	Percent in Pace:	87.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

Colusa Avenue is designated as a proposed "Class III Signage Only" bikeway in the 2007 *Circulation Plan for Bicyclists and Pedestrians*. The collision data includes two (2) bicycle-related crashes and the overall calculated collision rate for this segment is higher than the statewide average of 2.80 c/mvm for similar facilities.

Conclusions and Recommendations

This segment is hilly and curvy, limiting the sight distance at certain locations. The 85th percentile speed on this segment is 30 mph, though with a collision rate of 4.57 c/mvm, which exceeds the statewide average rate for similar facilities, it is recommended that the existing **25 mph** speed limit be retained, in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the *California Vehicle Code*.

25 mph

Recommended
Speed Limit

June 20, 2013
Date



Mary Jo Yung, P.E.

Street: Colusa Avenue

From: Eureka Avenue

To: Terrace Drive

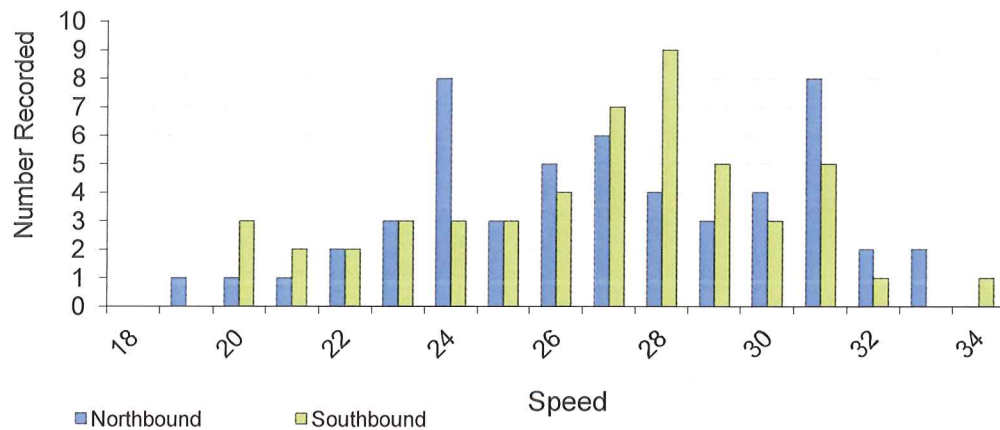


Northbound

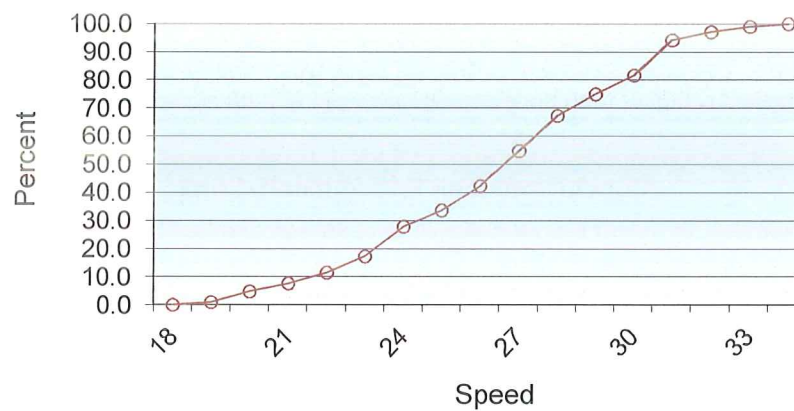


Southbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/12/2012
Day of the Week: Monday

Start Time: 13:00
End Time: 14:30

Weather: Clear
Recorder: Wiltec



City of El Cerrito
Engineering and Traffic Survey

Street: Eastshore Boulevard

From: Potrero Avenue

To: San Pablo Avenue

Street Conditions

Posted Limit: 30 mph
Width: 75 feet
Lanes: 3
Configuration: 2-way LT lane
Parking: Some restrictions
Bike Facility: Both sides
Sidewalks: Both sides
Land Use: Commercial
Character: Urban
Terrain: Flat



Observations and Evaluation

Volume (ADT):	10,120 vpd	Vehicles Sampled:	102
Segment Length:	0.19 miles	85th Percentile Speed:	34 mph
Collisions:	21 crashes	Mean (50th Percentile) Speed:	28 mph
Evaluation Period:	5 years	Pace:	25 to 34 mph
Collision Rate:	5.98 c/mvm (collisions per million vehicle miles)	Percent in Pace:	74.0%
Statewide Average Rate:	1.65 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

The calculated collision rate of 5.98 c/mvm far exceeds the statewide average of 1.65 c/mvm for comparable streets, indicating a traffic safety condition not readily apparent to drivers.

Conclusions and Recommendations

With an 85th percentile speed of 34 mph, the speed limit would normally be set at the nearest 5 mph increment of 35 mph. However, it is recommended that the existing **30 mph** posted speed limit be retained in consideration of the above-average crash rate, and in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the California Vehicle Code.

30 mph

Recommended
Speed Limit

June 20, 2013

Date



Mary Jo Yung, P.E.

Street: Eastshore Boulevard

From: Potrero Avenue

To: San Pablo Avenue

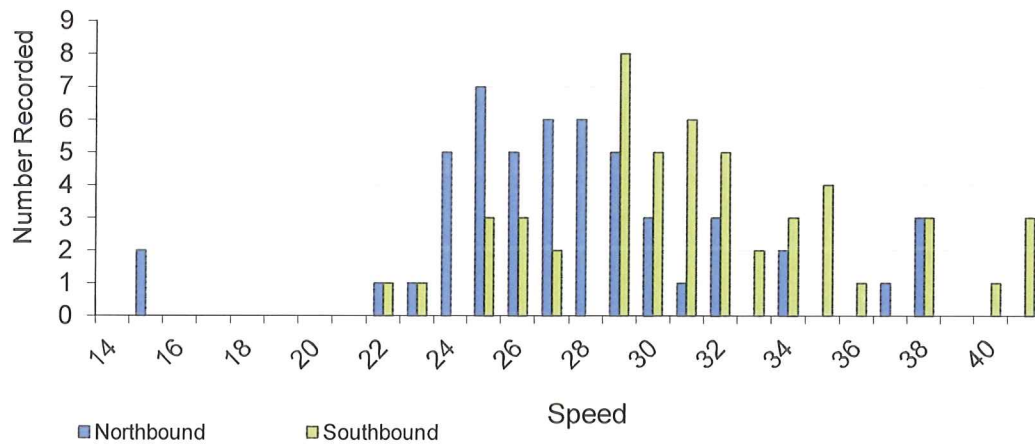


Northbound

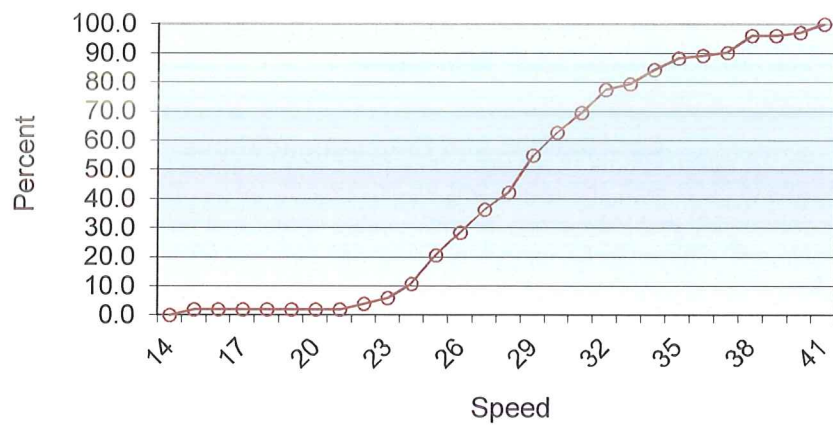


Southbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/13/2012
Day of the Week: Tuesday

Start Time: 10:30
End Time: 11:15

Weather: Clear
Recorder: Wiltec



City of El Cerrito
Engineering and Traffic Survey

Street: Fairmount Avenue **From:** Carlson Boulevard **To:** Richmond Street

Street Conditions

Existing Limit: 25 mph
Width: 30-60 feet
Lanes: 2
Configuration: Undivided/Divided
Parking: Both sides
Bike Facility: None
Sidewalks: Both sides
Land Use: Mixed
Character: Urban
Terrain: Flat



Observations and Evaluation

Volume (ADT):	9,180 vpd	Vehicles Sampled:	100
Segment Length:	0.33 miles	85th Percentile Speed:	32 mph
Collisions:	31 crashes	Mean (50th Percentile) Speed:	25 mph
Evaluation Period:	5 years	Pace:	20 to 29 mph
Collision Rate:	5.61 c/mvm (collisions per million vehicle miles)	Percent in Pace:	63.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

Fairmount Avenue is designated as a proposed "Class II" bikeway between Carlson Boulevard and Liberty Street and as a proposed "Class III Signage Only" bikeway between Liberty Street and Richmond Street in the 2007 Circulation Plan for Bicyclists and Pedestrians. The collision history during the evaluation period includes seven (7) pedestrian- and bicycle-related crashes, and the calculated collision rate of 5.61 c/mvm is significantly higher than the statewide average of 2.80 c/mvm for similar facilities.

Conclusions and Recommendations

With an 85th percentile speed of 32 mph the nearest 5 mph increment is 30 mph. However, it is recommended that the **25 mph** posted speed limit be retained in consideration of a above-average collision rate of 5.61 c/mvm relative to bicyclist and pedestrian safety, and in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the California Vehicle Code.

25 mph

Recommended
Speed Limit

June 20, 2013
Date

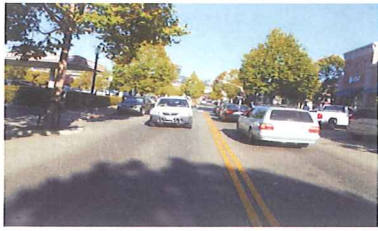


M. Yung
Mary Jo Yung, P.E.

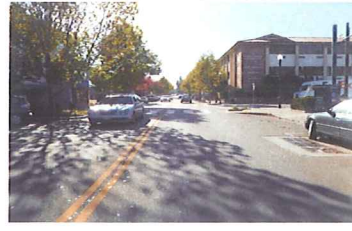
Street: Fairmount Avenue

From: Carlson Boulevard

To: Richmond Street

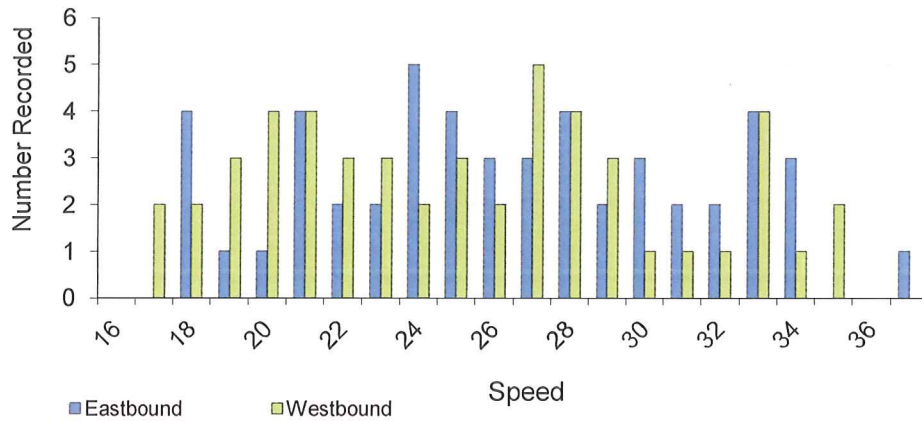


Eastbound

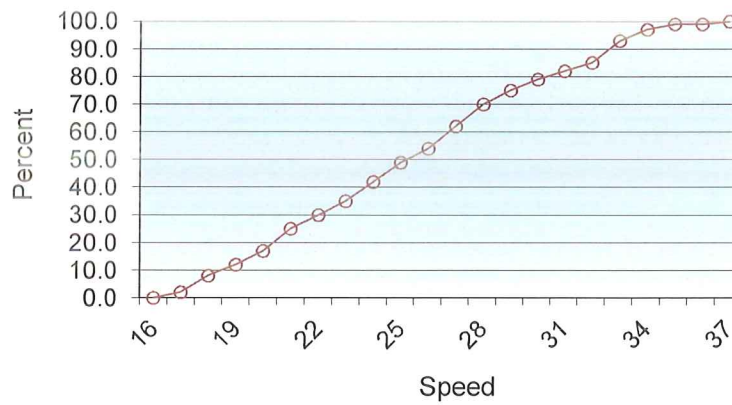


Westbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/12/2012

Start Time: 11:30

Weather: Clear

Day of the Week: Monday

End Time: 12:20

Recorder: Wiltec

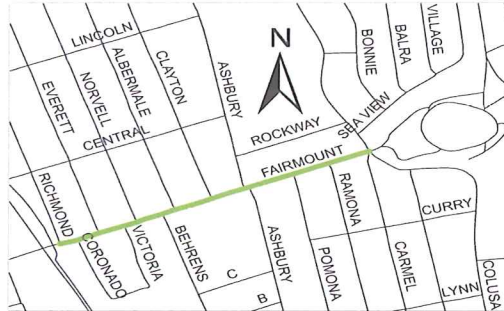


City of El Cerrito
Engineering and Traffic Survey

Street: Fairmount Avenue From: Richmond Street To: Colusa Avenue

Street Conditions

Posted Limit: 25 mph
Width: 35 feet
Lanes: 2
Configuration: Undivided
Parking: Both sides
Bike Facility: None
Sidewalks: Both sides
Land Use: Mixed
Character: Urban
Terrain: Hilly



Observations and Evaluation

Volume (ADT):	7,560 vpd	Vehicles Sampled:	100
Segment Length:	0.41 miles	85th Percentile Speed:	31 mph
Collisions:	17 crashes	Mean (50th Percentile) Speed:	26 mph
Evaluation Period:	5 years	Pace:	23 to 32 mph
Collision Rate:	3.01 c/mvm (collisions per million vehicle miles)	Percent in Pace:	71.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

This segment of Fairmount Avenue is designated as a proposed "Class III Shared Roadway (with) Bicycle Marking" bikeway in the 2007 *Circulation Plan for Bicyclists and Pedestrians*. The calculated collision rate of 3.01 c/mvm is slightly higher than the statewide average of 2.80 c/mvm for comparable streets.

Conclusions and Recommendations

With an 85th percentile speed of 31 mph the nearest 5 mph increment is 30 mph. However, it is recommended that the **25 mph** posted speed limit be retained in consideration of the above-average crash rate together with pedestrian and bicyclist safety, and per the provisions of Sections 627, 22357, 22358 and 40802 of the *California Vehicle Code*.

25 mph

Recommended
Speed Limit

June 20, 2013
Date

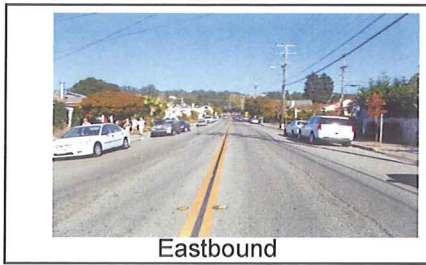


Mary Jo Yung, P.E.

Street: Fairmount Avenue

From: Richmond Street

To: Colusa Avenue

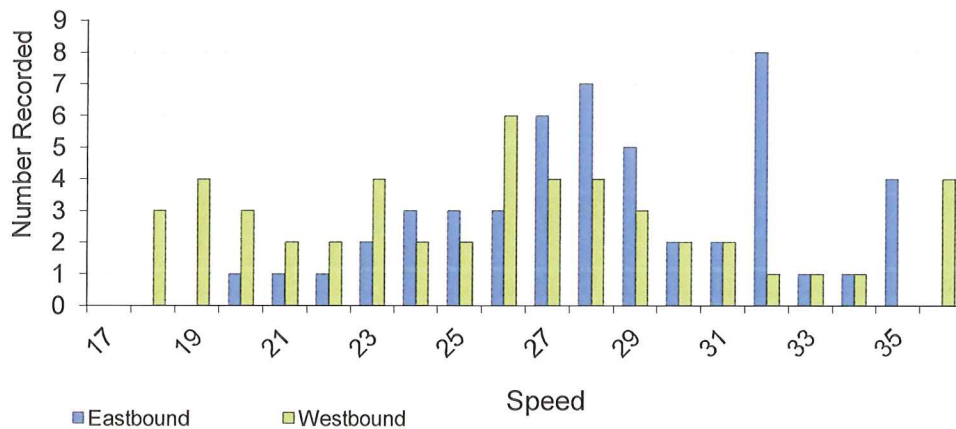


Eastbound

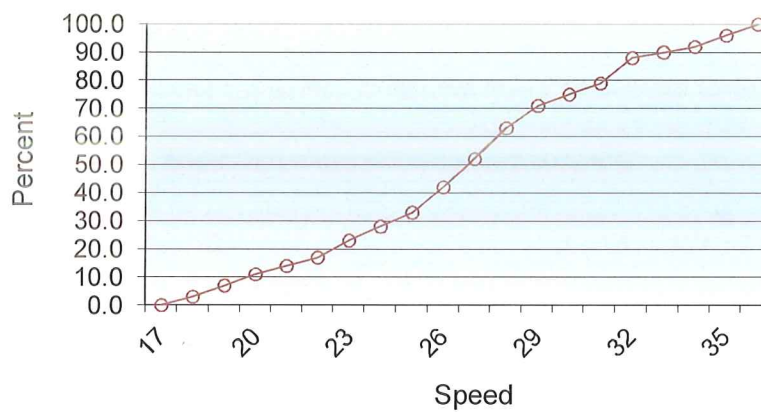


Westbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/15/2012

Start Time: 10:45

Weather: Clear

Day of the Week: Thursday

End Time: 11:45

Recorder: Wiltec



City of El Cerrito
Engineering and Traffic Survey

Street: Hill Street From: San Pablo Avenue To: Elm Street

Street Conditions

Existing Limit: 25 mph
Width: 30-45 feet
Lanes: 2
Configuration: Undivided
Parking: Some restrictions
Bike Facility: Both Sides Sharrows
Sidewalks: Both sides
Land Use: Mixed
Character: Urban
Terrain: Hilly



Observations and Evaluation

Volume (ADT):	2,150 vpd	Vehicles Sampled:	50
Segment Length:	0.22 miles	85th Percentile Speed:	27 mph
Collisions:	11 crashes	Mean (50th Percentile) Speed:	22 mph
Evaluation Period:	5 years	Pace 18 to	27 mph
Collision Rate:	12.74 c/mvm (collisions per million vehicle miles)	Percent in Pace:	80.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

The segment is designated as a proposed "Class III Shared Roadway Bicycle Marking" bikeway in the 2007 *Circulation Plan for Bicyclists and Pedestrians*, and the calculated collision rate of 12.8 c/mvm far exceeds the statewide average of 2.80 c/mvm for comparable facilities.

Conclusions and Recommendations

With an 85th percentile speed of 27 mph, the nearest 5 mph increment is 25 mph, and it is recommended that the existing speed limit be retained at **25 mph**, in accordance with the provisions of Section 22358.4 and Sections 627, 22357, 22358 and 40802 of the *California Vehicle Code*.

25 mph

Recommended
Speed Limit

June 20, 2013
Date

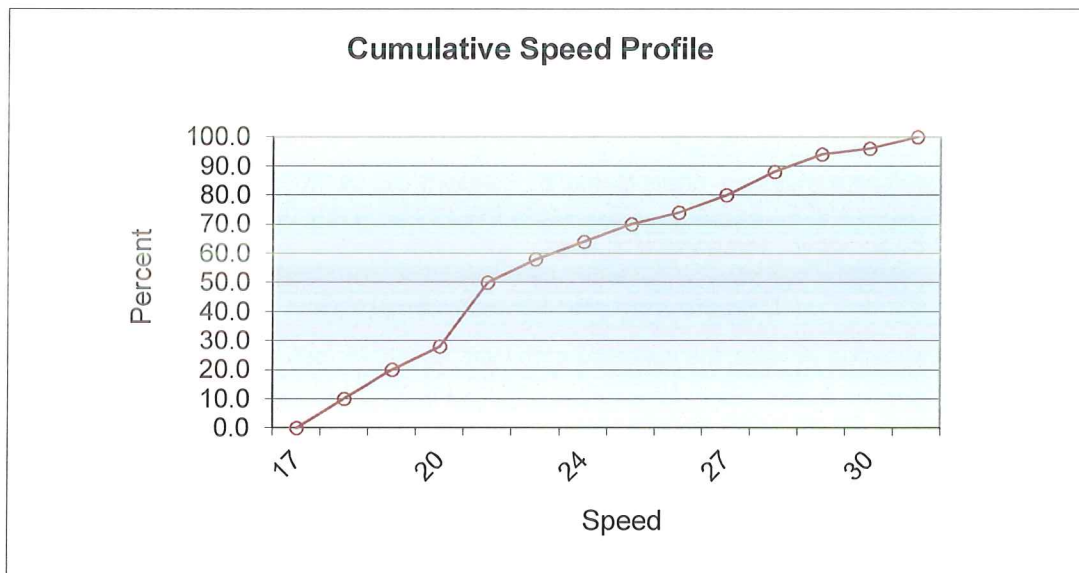
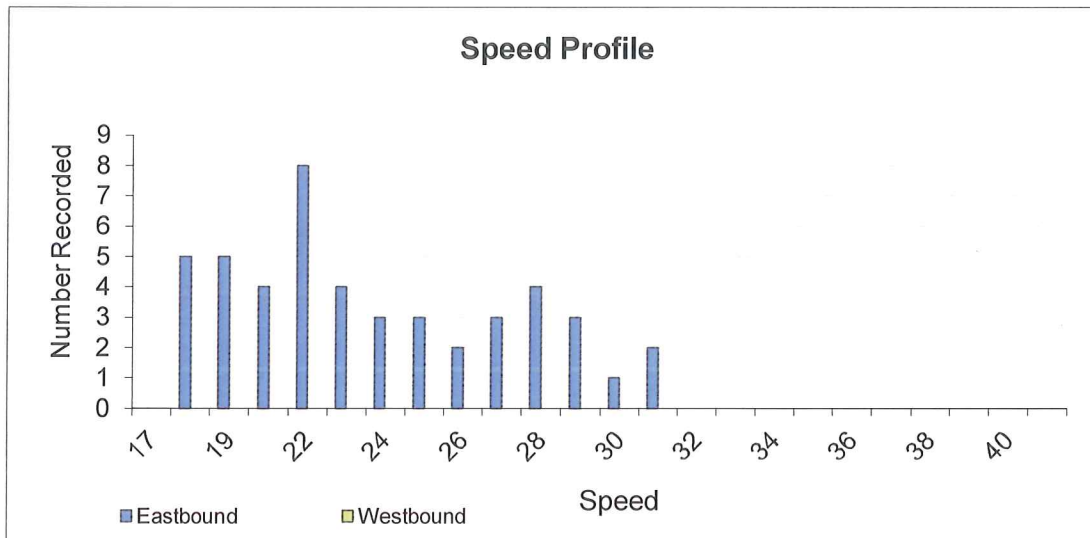
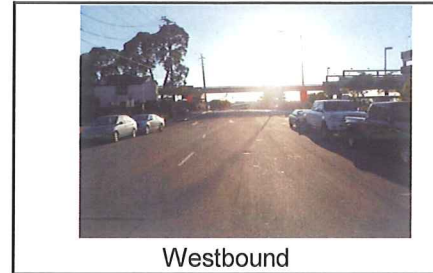
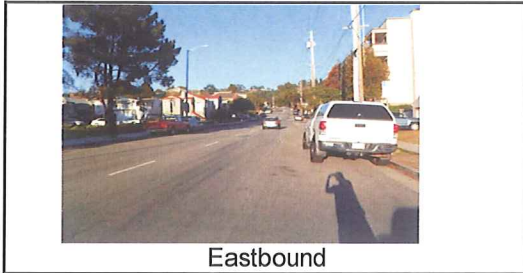


MJ Yung
Mary Jo Yung, P.E.

Street: Hill Street

From: San Pablo Avenue

To: Elm Street



Date Data Collected:

11/13/2012

Start Time: 11:25

Weather:

Clear

Day of the Week:

Tuesday

End Time: 12:10

Recorder:

Wiltec

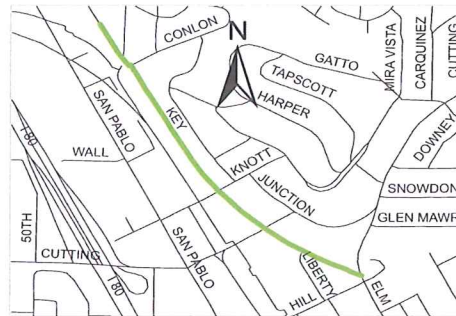


City of El Cerrito
Engineering and Traffic Survey

Street: Key Boulevard **From:** Elm Street **To:** North City Limits

Street Conditions

Existing Limit: 25 mph
Width: 25-35 feet
Lanes: 2
Configuration: Undivided
Parking: Some restriction
Bike Facility: Both sides sharrows
Sidewalks: Discontinuous
Land Use: Mixed
Character: Urban
Terrain: Hilly



Observations and Evaluation

Volume (ADT):	4,440 vpd	Vehicles Sampled:	100
Segment Length:	0.57 miles	85th Percentile Speed:	32 mph
Collisions:	13 crashes	Mean (50th Percentile) Speed:	29 mph
Evaluation Period:	5 years	Pace:	25 to 34 mph
Collision Rate:	2.81 c/mvm (collisions per million vehicle miles)	Percent in Pace:	93.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

This segment is designated as a proposed "Class III Shared Roadway Bicycle Marking" bikeway in the 2007 Circulation Plan for Bicyclists and Pedestrians.

Conclusions and Recommendations

With a hilly terrain the topography of Key Boulevard can obstruct motorists' sight distance in several locations, including an area where there is no sidewalk that results in pedestrians walking in the street. With an 85th percentile speed of 32 mph the nearest 5 mph increment is 30 mph. However, it is recommended that the existing **25 mph** speed limit be retained in consideration of pedestrian safety and in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the *California Vehicle Code*.

25 mph

Recommended
Speed Limit

June 20, 2013
Date



M. Yung
Mary Jo Yung, P.E.

Street: Key Boulevard

From: Elm Street

To: North City Limits

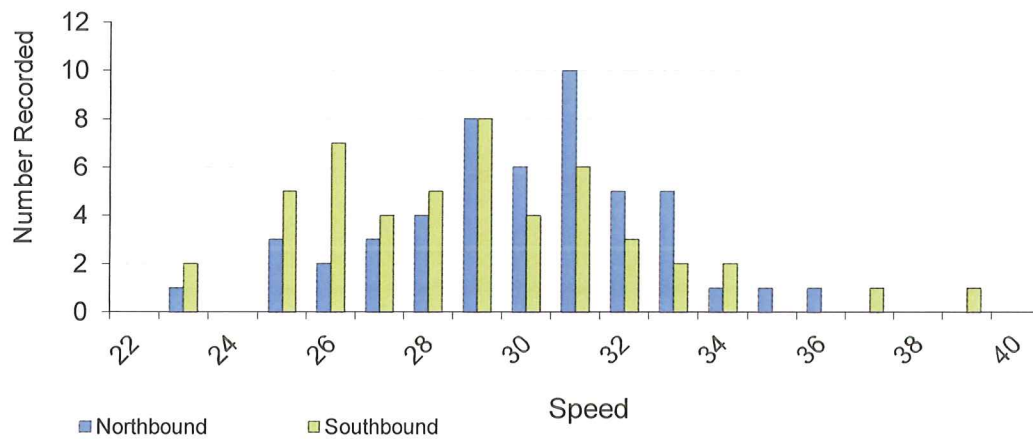


Northbound

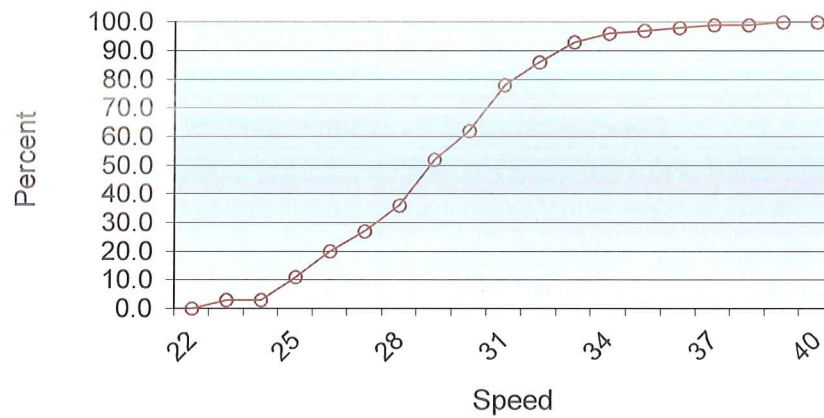


Southbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 12/20/2012

Start Time: 9:00

Weather: Clear

Day of the Week: Tuesday

End Time: 10:05

Recorder: Wiltec



City of El Cerrito
Engineering and Traffic Survey

Street: Moeser Lane **From:** San Pablo Ave **To:** Navellier St-Avis Dr

Street Conditions

Posted Limit: 25 mph
Width: 35-52 feet
Lanes: 2
Configuration: Divided
Parking: Some restrictions
Bike Facility: None
Sidewalks: Both sides
Land Use: Mixed
Character: Urban
Terrain: Flat



Observations and Evaluation

Volume (ADT):	6,200 vpd	Vehicles Sampled:	222
Segment Length:	0.58 miles	85th Percentile Speed:	28 mph
Collisions:	40 crashes	Mean (50th Percentile) Speed:	24 mph
Evaluation Period:	5 years	Pace:	20 to 29 mph
Collision Rate:	6.10 c/mvm (collisions per million vehicle miles)	Percent in Pace:	73.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

This segment of Moeser Lane is designated as a proposed "Class II" bikeway and "Proposed Pedestrian Route" in the 2007 *Circulation Plan for Bicyclists and Pedestrians*. The calculated collision rate of 6.10 c/mvm far exceeds the statewide average of 2.80 c/mvm for comparable streets, indicating a traffic safety condition not readily apparent to drivers.

Conclusions and Recommendations

With an 85th percentile speed of 28 mph the nearest 5 mph increment is 30 mph. However, with a collision rate of 6.10 c/mvm, which exceeds the 2.80 c/mvm statewide average for similar facilities, it is recommended that the **25 mph** posted speed limit be retained, in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the *California Vehicle Code*.

25 mph

Recommended
Speed Limit

June 20, 2013
Date



M. Yung
Mary Jo Yung, P.E.

Street: Moeser Lane

From: San Pablo Ave

To: Navellier St-Avis Dr

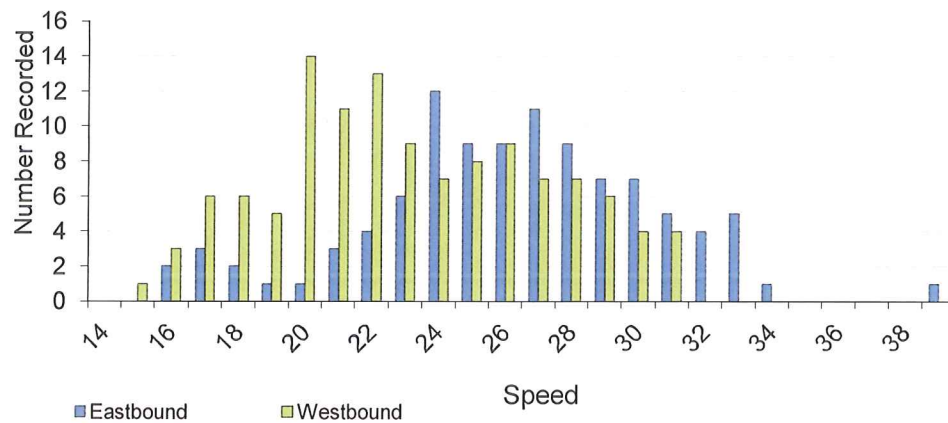


Eastbound

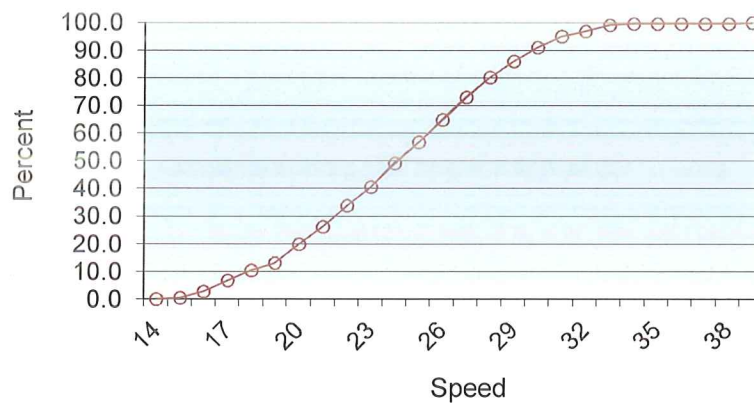


Westbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/14/2012

Start Time: 13:00

Weather: Clear

Day of the Week: Wednesday

End Time: 13:45

Recorder: Wiltec



City of El Cerrito
Engineering and Traffic Survey

Street: Moeser Lane From: Navellier St-Avis Dr To: Arlington Boulevard

Street Conditions

Posted Limit: 25 mph
Width: 30-50 feet
Lanes: 2
Configuration: Portion Divided
Parking: Some restrictions
Bike Facility: None
Sidewalks: Discontinuous
Land Use: Residential
Character: Urban
Terrain: Hilly



Observations and Evaluation

Volume (ADT):	5,520 vpd	Vehicles Sampled:	212
Segment Length:	0.76 miles	85th Percentile Speed:	31 mph
Collisions:	9 crashes	Mean (50th Percentile) Speed:	26 mph
Evaluation Period:	5 years	Pace:	21 to 31 mph
Collision Rate:	1.18 c/mvm (collisions per million vehicle miles)	Percent in Pace:	75.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

This segment of Moeser Lane is designated as a "Proposed Pedestrian Route" in the 2007 Circulation Plan for Bicyclists and Pedestrians.

Conclusions and Recommendations

With a hilly terrain the topography of Moeser Lane can obstruct motorists' sight distance in several locations, including areas with gaps in the sidewalk that result in pedestrians walking in the street. With an 85th percentile speed of 31 mph, the nearest 5 mph increment is 30 mph; however, it is recommended that the **25 mph** posted speed limit be retained in consideration of pedestrian safety and in accordance with the provisions of Sections 627, 22357, 22358 and 40802 of the California Vehicle Code.

25 mph

Recommended
Speed Limit

June 20, 2013
Date

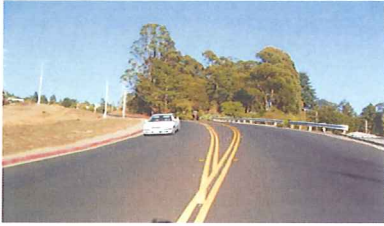


Mary Jo Yung, P.E.

Street: Moeser Lane

From: Navellier St-Avis Dr

To: Arlington Boulevard

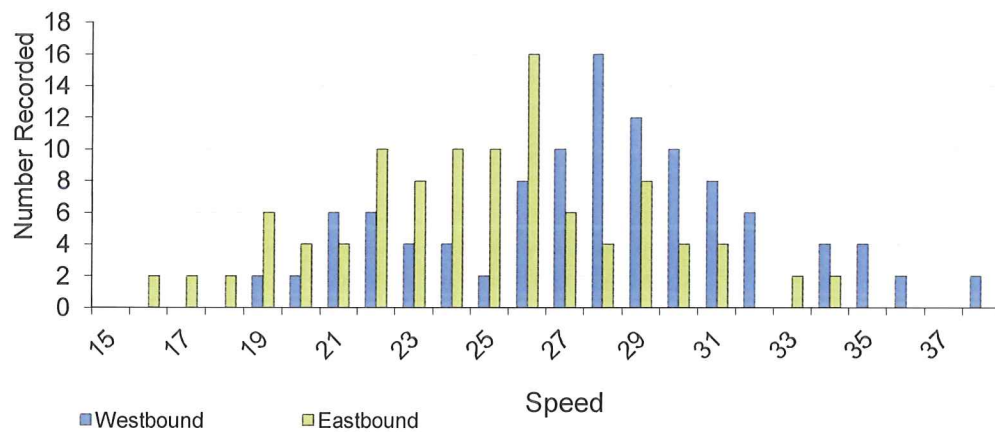


Eastbound

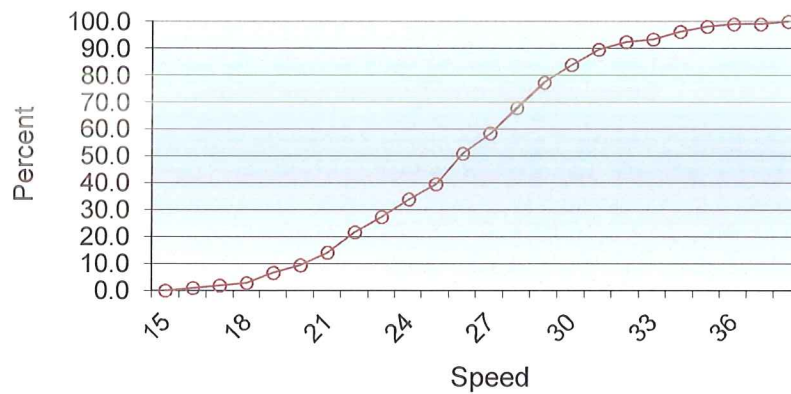


Westbound

Speed Profile



Cumulative Speed Profile



Date Data Collected:	EB-11/14/2012 WB-11/15/2012	Start Time:	EB-13:50 WB-9:00	Weather:	Clear
Day of the Week:	Wednesday	End Time:	EB-14:20 WB-9:40	Recorder:	Wiltec

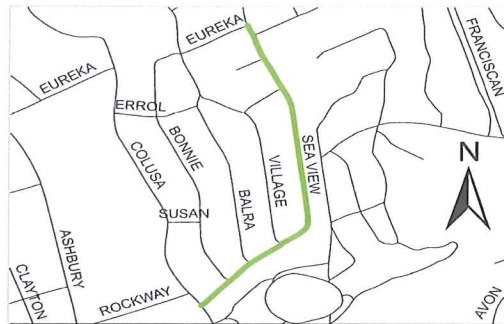


City of El Cerrito
Engineering and Traffic Survey

Street: Sea View Drive From: Colusa Avenue To: Eureka Avenue

Street Conditions

Existing Limit 25 mph
Width: 20-25 feet
Lanes: 2
Configuration: Undivided
Parking: Both sides
Bike Facility: None
Sidewalks: Both sides
Land Use: Residential
Character: Urban
Terrain: Hilly



Observations and Evaluation

Volume (ADT):	3,160 vpd	Vehicles Sampled:	101
Segment Length:	0.48 miles	85th Percentile Speed:	28 mph
Collisions:	5 crashes	Mean (50th Percentile) Speed:	24 mph
Evaluation Period:	5 years	Pace:	19 to 28 mph
Collision Rate:	1.81 c/mvm (collisions per million vehicle miles)	Percent in Pace:	79.0%
Statewide Average Rate:	2.80 c/mvm		

(Additional details provided on the next sheet)

Conditions Not Readily Apparent to the Driver:

This segment of Sea View Drive is designated as a "Proposed Park Trail Connector" in the 2007 Circulation Plan for Bicyclists and Pedestrians.

Conclusions and Recommendations

This segment of Sea View Drive is mostly hilly, and with an 85th percentile speed of 28 mph the nearest 5 mph increment is 30 mph. However, it is recommended that the **25 mph** posted speed limit be retained, in consideration of bicycle and pedestrian safety and per the provisions of Sections 627, 22357, 22358 and 40802 of the California Vehicle Code.

25 mph

Recommended
Speed Limit

June 20, 2013
Date

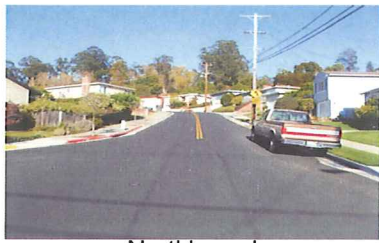


M. Yung
Mary Jo Yung, P.E.

Street: Sea View Drive

From: Colusa Avenue

To: Eureka Avenue

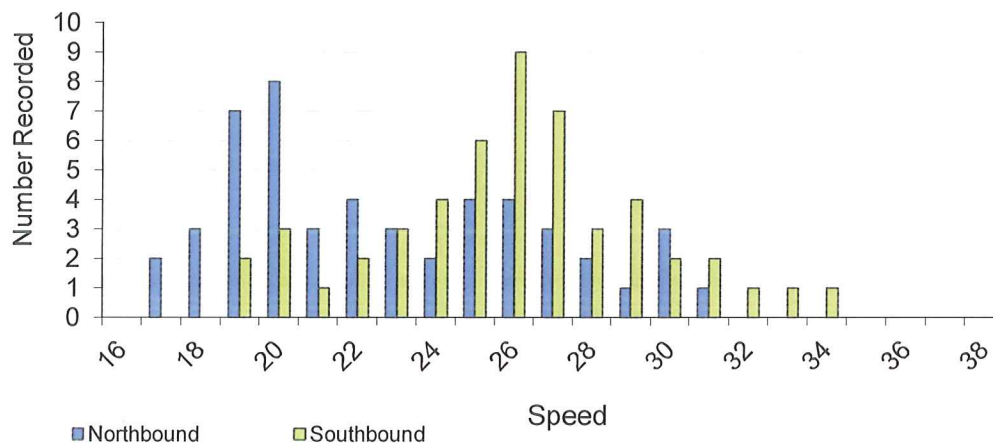


Northbound

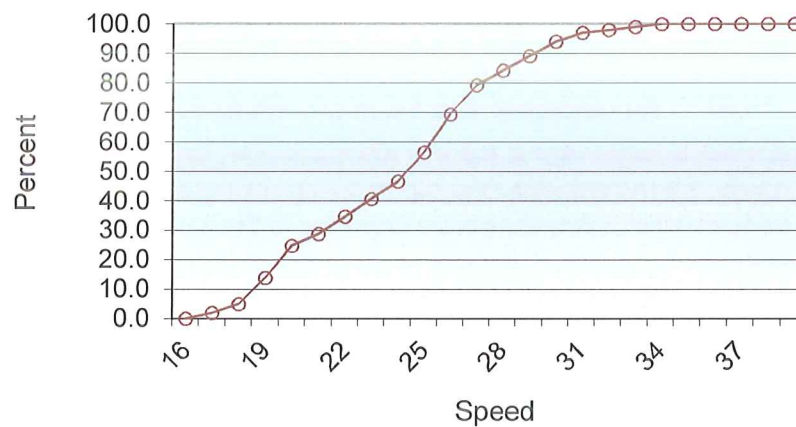


Southbound

Speed Profile



Cumulative Speed Profile



Date Data Collected: 11/12/2012

Start Time: 9:00

Weather: Clear

Day of the Week: Monday

End Time: 9:55

Recorder: Wiltec



AGENDA BILL

Agenda Item No. **5(C)**

Date: July 16, 2013
To: El Cerrito City Council
From: Yvetteh Ortiz, Interim Public Works Director / City Engineer
Subject: Application for Federal Funding through the Metropolitan Transportation Commission's (MTC's) portion of the OneBayArea Grant (OBAG) Program for the 2013-14 Pavement Rehabilitation Project, C3074

ACTION REQUESTED

Adopt a resolution applying for \$630,000 in federal Surface Transportation Program (STP) funding through the County Portion of the Metropolitan Transportation Commission's (MTC's) OneBayArea Grant (OBAG) Program, committing the necessary non-federal match, and stating the assurance to complete the 2013-14 Pavement Rehabilitation Project, C3074.

DISCUSSION

On March 8, 2013, the Contra Costa Transportation Authority (CCTA) announced a call for projects using funding available through the OneBayArea Grant (OBAG) program. Funding in the amount of \$45.2 million is available for four types of transportation improvements: Local Streets and Roads Preservation (LSRP), Transportation for Livable Communities (TLC), Bicycle and Pedestrian Improvements, and Safe Routes to School/Transit (SR2S). Of this amount, \$16.6 million has been set aside for LSRP. These LSRP funds will be allocated by formula to each of the 20 jurisdictions in Contra Costa to help maintain the transportation system. This approach fulfills and expands previous commitments made by the CCTA to fund local maintenance projects. The OBAG Program requires an 11.47 percent local match in non-federal funding for each phase of the project.

The 2013-14 Pavement Rehabilitation Project is included in the City's Fiscal Year 2013-14 Capital Improvement Program (CIP) and involves the rehabilitation of roadway pavement based on the 2012/13 update to City's Pavement Management Program. The following five (5) street segments are included in the project:

1. Arlington Boulevard – Arbor Drive to Villa Nueva Drive,
2. Central Avenue – San Pablo Avenue to the West City Limits,
3. Colusa Avenue – Terrace Drive to Eureka Avenue,
4. Fairmount Avenue – Colusa Avenue to Richmond Street, and
5. Manila Avenue – Richmond Street to Kearney Street.

These street segments are on federal-aid routes, which consist of streets classified as arterials and collectors.

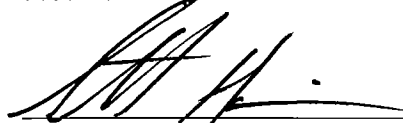
The primary rehabilitation treatment for these street segments will be asphalt concrete overlays. In some locations, we anticipate removal of a portion of the existing roadway surface before the overlay treatment. Also included in the scope of work will be the installation of curb, gutter, sidewalk and curb ramps at some locations.

The estimated cost for design and construction of the 2013-14 Pavement Rehabilitation Project is \$940,000. In addition to the \$630,000 OBAG grant, the City will complete the funding for the project with \$310,000 in Measure A funds. This far exceeds the required 11.47-percent local match requirement. In April, staff submitted to the CCTA an OBAG grant application for the \$630,000. On June 19, 2013, the CCTA Board approved the application for an award in this amount and made their final recommendation for approval to MTC. The resolution of local support for the project must be submitted to the CCTA by July 19, 2013 to complete the City's project application.

FINANCIAL CONSIDERATIONS

The 2013-14 Pavement Rehabilitation Project is included in the City's Fiscal Year 2013-14 Capital Improvement Project budget. The federal funds from the County's Portion of MTC's OBAG Program will be in the amount of \$630,000. The required 11.47 percent local match will be provided by a Measure A contribution of \$310,000.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Accompanying Resolution

RESOLUTION 2013-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING
THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC, COMMITTING ANY
NECESSARY MATCHING FUNDS AND STATING THE ASSURANCE TO COMPLETE THE
PROJECT**

WHEREAS, the City of El Cerrito (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$630,000 in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the 2013-14 Pavement Rehabilitation Project (herein referred to as PROJECT) for the OneBayArea Grant Program (herein referred to as PROGRAM); and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

WHEREAS, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. The commitment of any required matching funds; and
2. That the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and

3. That the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. The assurance of the sponsor to complete the project as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. That the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. That the project (transit only) will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the APPLICANT is hereby authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding.

BE IT FURTHER RESOLVED that this resolution affirms the APPLICANT'S statement of the following:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised.

BE IT FURTHER RESOLVED that the APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects.

BE IT FURTHER RESOLVED that the APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT.

BE IT FURTHER RESOLVED that there is no legal impediment to APPLICANT making applications for the funds.

BE IT FURTHER RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT.

BE IT FURTHER RESOLVED that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution.

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application.

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

I CERTIFY that at a regular meeting on July 16, 2013 the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:
NOES:
ABSENT:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on July __, 2013.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor Pro Tem



AGENDA BILL

Agenda Item No. 5(D)

Date: July 16, 2013
To: El Cerrito City Council
From: Janet Bilbas, Senior Services Supervisor
Subject: Committee on Aging Membership Recommendation

ACTION REQUESTED

Approve the Committee on Aging's recommendation to appoint Nola Veganes Chavez to the Committee on Aging, effective July 24, 2013.

BACKGROUND

At the June 19, 2013 Committee on Aging, regular meeting the members voted unanimously to recommend to the City Council the appointment of Ms. Nola Veganes Chavez.

For the past 15 years Ms. Veganes Chavez has been living in El Cerrito. She is a self-employed attorney and has had personal experiences that would allow her to contribute to the committee. Her neighbor desperately wanted to stay in her own home as she aged and was moved to her detriment.

She is interested in making El Cerrito a place where people can age gracefully, with dignity, and hopefully remain in their own homes. She would like to work on establishing a village community for seniors similar to what is being worked on in the "Lamorinda" area.

If appointed, Nola Veganes Chavez will be the 15th Committee on Aging member, the maximum number allowed by the Committee's enabling resolution.

Reviewed by:

Scott Hanin
City Manager

Attachment:

1. Nola Veganes Chavez Application



July 16, 2013
Concurrent City Council / Public Financing Authority /
Employee Pension Trust Board Meeting

Item No. 5(D) Committee on Aging Appointment

Attachment 1 – N. Chavez Application

Hardcopy 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



AGENDA BILL

Agenda Item No. 6

Date: July 16, 2013
To: El Cerrito City Council
From: Michael J. Bond, Fire Marshal
Lance J. Maples, Fire Chief
Subject: Public Hearing for Fire Hazard Abatement

ACTION REQUESTED

- 1) Adopt a resolution declaring weeds, rubbish, litter or other flammable material on certain real property identified in the resolution constitutes a public nuisance.
- 2) Conduct a public hearing and upon conclusion, adopt a resolution overriding objections by property owners and ordering the City Manager or his designee to abate certain public nuisances pursuant to El Cerrito Municipal Code Chapter 16.26.

BACKGROUND

One of the lessons learned from the nearby Oakland/Berkeley Hills Fire in October 1991 was that El Cerrito needed a comprehensive citywide program to reduce hill area fire hazards. The "fire storm" in the Oakland/Berkeley Hills was in fact an urban conflagration, fueled by vegetation among homes and large acreage properties that was driven by seasonally strong dry winds from the east. The fire destroyed over 3,000 dwellings. At the time of the Oakland/Berkeley Hills Fire, El Cerrito faced similar fire hazard conditions in its hill area. The City Council was determined to reduce those fire hazards by all reasonable means.

El Cerrito's comprehensive fire hazard reduction program focused upon reducing fire hazards in four areas: (1) on City property, (2) on property owned by other agencies (3) large landowners, and (4) on residential property. The City began a comprehensive planning process to reduce fire hazards on City property, other agencies' properties and large landholders. These property owners were approached about reducing fire hazards on their properties. Prior efforts at fire hazard reduction on private residential property relied on voluntary compliance by the owners. The City Council concluded that stronger measures were necessary to enforce the laws regarding abatement of fire hazards on residential private property.

The fire hazard abatement program is designed to reduce fire hazards on a large number of private properties during the spring and early summer months. A process of advance notice and hearings for property owners is coupled with a public education program

Agenda Item No. 6

involving the promulgation of standards for vegetation management in residents' yards and vacant lots.

This program seeks to remove weeds, rubbish, litter or other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard. Most property owners voluntarily abate these hazards without Fire Department involvement. Ideally, 100% of the property owners would do so. We anticipate that a small number of owners are content to have the City do the work and place the costs on their tax bill.

Over the past 20 years, the City's annual fire hazard abatement program has been very successful in reducing fire hazards throughout the hill neighborhoods of El Cerrito. What started in 1992 as a program with over \$40,000 worth of abatement actions has been transformed into a program in 2012 that required four abatement actions. All but four of the property owners voluntarily complied and cleared their own fire hazards. Indeed, this program has become a model program which other fire jurisdictions have borrowed from.

ANALYSIS

In May of this year, the Fire Department conducted citywide fire hazard inspections of all properties. The inspections began mid May and were conducted through June 5th. As a result of the primary inspections, a list of properties containing public nuisances was generated, which continues to be amended as additional properties are identified. Between June 7 and June 11, 2013, the properties determined to be in violation of El Cerrito Municipal Code Chapter 16.26 were notified in writing of the hazards on their property and to abate hazardous conditions and the El Cerrito vegetation management standards were included (Attachment 1, 2, & 3). In addition, these property owners were sent a letter informing them of the time, date and location of the upcoming Council meeting where their properties would be declared a public nuisance and abatement would be ordered (Attachment 4). A second round of inspections was conducted July 1 through July 15 and only those properties that were not voluntarily abated with the first notice are contained within the Master Abatement List, Exhibit A to the proposed Resolution.

This public hearing is the next step in the process to eliminate hazards on the private properties that were identified as a public nuisance and have not voluntarily abated said violations. In order to achieve full compliance, the City Council should declare the properties to be a public nuisance and direct the City Manager or his designee to abate such public nuisance conditions. Actual City-ordered abatement of fire hazards occurs only after all efforts at providing notice, information, and a public hearing have failed to induce voluntary compliance by the property owner.

The Fire Hazard Abatement process, under the direction of the Fire Department, should proceed according to El Cerrito Municipal Code Chapter 16.26, which specifies the following:

1. The Fire Department determines that hazards must be abated. Pursuant to these code sections, "hazards" are defined as weeds, rubbish, litter, or other flammable

Agenda Item No. 6

materials which create a fire hazard or are otherwise noxious or dangerous and which exist on specific parcels of property within the City.

2. The Fire Department shall post notice on each property or send notice by mail that the El Cerrito Fire Department has determined the existence of a public nuisance which must be abated and that a hearing will be held to consider any objections prior to the Council declaring the properties to be a public nuisance and ordering the City Manager or his designee to perform abatement.
3. At the July 16, 2013 City Council meeting, the City Council shall first adopt a resolution Declaring that Weeds, Rubbish, Litter, or Other Flammable Material on Certain Real Property Constitutes a Public Nuisance (Attachment 5 hereto).
4. At the same hearing, but after adoption of the first resolution, the City Council shall hear and consider all objections to declaration of public nuisances or the procedures proposed for abatement of the same. After the hearing, the Council shall consider adoption of a resolution Overriding Objections by Property Owners and Ordering the City Manager or His Designee to Abate Certain Public Nuisances Pursuant to Chapter 16.26 (Attachment 6 hereto).
5. At the conclusion of the July 16, 2013 hearing, a second and final notice shall be sent to each property owner prior to abatement (Attachment 7). This notice will order the immediate abatement of nuisance conditions. This notice will clearly state that if nuisance conditions are ignored, the City shall cause abatement and costs for removal will be assessed against the property as a lien and special assessment. It will also indicate that if the conditions are voluntarily abated, the property shall be removed from the process.
6. If the nuisance is not abated between August 1, 2013 and August 12, 2013 prior to the arrival of the hazard abatement crew, the City of El Cerrito shall cause the weeds, rubbish, refuse, and other flammable material to be removed and shall keep an account of the cost of abatement for each parcel of land where such work is performed.
7. At the September 17, 2013 City Council Meeting the City Manager or his designee shall submit to the City Council for confirmation an itemized written report showing the cost of abatement work performed. A copy of this report shall be posted for at least ten (10) days prior to its submission to the City Council. Each property owner upon whose property abatement work was performed shall be sent written notice by mail of a hearing by the City Council to consider the cost of abatement work performed on their property.
8. At the City Council Meeting on September 17, 2013 the City Council shall receive and consider the written staff report on abatement actions taken by the City and shall hear any objections from the property owners liable to be assessed for the abatement. The City Council may modify the staff report if deemed appropriate and then confirm the report by motion or resolution.

9. After City Council confirmation of the report, a certified copy of the report shall be filed with the county auditor who shall add the amount of the assessment to the next regular tax bill levied against the parcel.

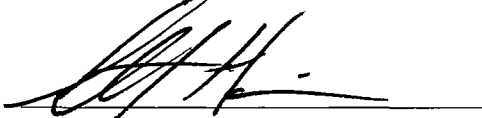
FINANCIAL CONSIDERATIONS

The abatement program will be administered by Fire Department staff with minimum costs expended for printing and mailing. Abatement work will be completed by City maintenance staff or private contract labor as appropriate. Program costs will be recovered through the special assessment and lien process.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the process. The Fire Hazard Abatement Program is exempt from California Environmental Quality Act (CEQA) pursuant to Sections 15304 and 15308 of the CEQA Guidelines. Therefore, no further CEQA review is required.

Reviewed by:


Scott Hanin, City Manager

Attachments:

1. June 7, 2013 Letter from Fire Marshal
2. Notice of Non-Compliant (Inspection Form)
3. Vegetation Management Standards
4. June 7, 2013 Notice to Destroy Weeds and Remove Rubbish, Refuse, and Other Flammable Material
5. Resolution Declaring that Weeds, Rubbish, Litter, or Other Flammable Material on Certain Real Property Constitutes a Public Nuisance
6. Resolution Overriding Objections by Property Owners and Ordering the City Manager or his Designee to Abate Certain Public Nuisances Pursuant to Chapter 16.26
7. July 17, 2013 Notice to Destroy Weeds and Remove Rubbish, Refuse, and Other Flammable Material

EL CERRITO FIRE DEPARTMENT
10900 San Pablo Avenue
El Cerrito, CA 94530
(510) 215-4450
FAX (510) 232-4917

Agenda Item No. 6
Attachment 1

June 7, 2013

Dear El Cerrito Property Owner:

We are approaching the season of our highest fire danger when the grass, weeds, refuse, brush and other vegetation dry out and become highly flammable. After a fairly dry winter and a wet spring, the grass and brush are abundant and will create a severe fire hazard. To reduce the fire danger on private property, the Fire Department is beginning its annual Fire Hazard Abatement Program. We have inspected your property and found that it does not comply with the Vegetation Management Standards set forth in the El Cerrito Municipal Code 8.020. You are being contacted now so that you may remove those fire hazard conditions found on your property.

Beginning July 5, 2013, the Fire Department will be conducting a re-inspection of your property to evaluate if it meets our vegetation management standards. If your property meets the standards you will be removed from our list of non-compliant properties and will not be subject to further abatement actions.

Enclosed please find our legal notice explaining the City's fire hazard abatement program and advising you of the upcoming public hearing. **Please read this notice carefully.** In general, the Fire Department is concerned with removing refuse, dry and/or dead vegetation that is easily ignitable and capable of burning structures and endangering lives.

The enclosed guidelines provide a general explanation of the vegetation clearing and maintenance standards to be followed. For most private lots and yards these guidelines provide straightforward instructions on what actions you, the property owner, should take to remove the fire hazards. On the other hand, certain lots and yards are more difficult to assess. If you would like your property inspected by our Fire Prevention Officer, Captain David Ciappara, at no cost, she can identify your specific fire hazards and provide you with the information needed to meet our standards. We urge you to call the Fire Prevention office at (510) 215-4457 with any questions about clearing or maintaining your property or to schedule an inspection.

Thank you for your cooperation in making El Cerrito a fire safe community.

Sincerely,

Michael J Bond

Michael J. Bond
Fire Marshal



EL CERRITO FIRE DEPARTMENT
KENSINGTON FIRE PROTECTION DISTRICT

10900 San Pablo Avenue, El Cerrito, Ca. 94530 (510)215-4450

_____ Fire Hazard Abatement Inspection

Owner/Tenant _____ Site Address _____ City _____ State _____ Zip Code _____

Legal Property Owner _____ Mailing Address _____ City _____ State _____ Zip Code _____

YOUR PROPERTY IS NOT IN COMPLIANCE WITH THE FIRE CODE.
YOU MUST COMPLETE THE FOLLOWING REQUIREMENTS:

FIRE BREAK (ELIMINATE)

Within 30' of a structure

- _____ 1. Eliminate hazardous vegetation
- _____ 2. Maintain ornamental landscaping
- _____ 3. Remove dead wood overhanging structures
- _____ 4. Mature Trees: Remove limbs 10' from ground
- _____ 5. Small Trees: Remove limbs 1/3 distance from ground
- _____ 6. Provide 10' clearance from chimney
- _____ 7. Clear Roof of combustible debris

COMMENTS:

FUEL BREAK (REDUCE)

30' - 100' from structure

- _____ 8. Cut and maintain dry grass/weeds - 6"
- _____ 9. Clean and maintain haz. vegetation - 18"
- _____ 10. Clear 10' from roadside

Both Fire Break & Fuel Break Requirements:

- _____ 11. Dispose of cut vegetation and debris
- _____ 12. Remove vines, loose papery bark, and dead branches
- _____ 13. Install 1/2" screen covering on chimney and stovepipes

FIELD			
OFFICE			
OFFICE			
TOTAL			

Inspector Date

City of El Cerrito Fire Hazard Reduction Program

I. INTRODUCTION

A. Purpose of Vegetation Management Standards

Along with California's growth of population and expanding development, urban housing has intermixed with wildland areas. California communities have experienced devastating fire loss because of the severity of fires which occur in this intermix area. In these areas the risk of conflagration is increased further by homeowners who create uncontrolled landscaping of native and non-native plants on their properties. Thousands of homes are threatened by fire every year in California largely because of this heavy vegetation fuel load very near structures.

The City of El Cerrito contains wildland intermix areas which increase the community's risk of loss from devastating fire. These areas have been identified by the California Department of Forestry (CDF) and the El Cerrito Fire Department as Very High Fire Hazard Severity (VHFHS) Zones. As specified by State Law AB 337, property owners within these zones must take special precautions with their property, including vegetation management, to reduce the risk of fire.

The buildup of unmanaged vegetation, whether native or non-native, steep hillsides with canyons, draws, and periods of extremely hot, dry weather all combine to create in El Cerrito the potential for catastrophic fire behavior such as occurred in the Oakland/Berkeley Hills Fire of October 1991. Catastrophic fires can destroy large numbers of homes, threaten public safety and severely damage the natural areas which contribute to our high quality of living.

A key goal of local community fire protection planning is to reduce the level of fire hazards in El Cerrito's wildland intermix areas, designated as VHFHS Zones. While it is not possible to eliminate all threats of catastrophic wildfire, fire hazards can be reduced to acceptable levels and still allow a "green" El Cerrito.

Vegetation management planning in the VHFHS Zone focuses on areas where fire poses the greatest risk to life and property. There are three specific goals of the program:

1. Keep all fires small. Small fires generally are cooler than large fires and are more easily extinguished.
2. Limit the speed with which any fire will grow. Fires need fuel to burn; if fuel is available, fires will continue to grow rapidly. Fuel must be limited or made unavailable to spreading fire.
3. Make it more difficult for fires to ignite and spread. Small fires can ignite progressively larger fuels. Small fuels are like kindling and are easily ignited. Reducing and separating kindling fuels from larger fuels reduces sources for ignition and the potential for fire spread.

Fires will continue to be a part of California urban living. By implementing vegetation management standards, El Cerrito residents can significantly reduce the potential a small fire will grow into a catastrophic event involving one or more structures. The primary method of stopping fire spread is by increasing separation distances between combustible fuels. An important component of reducing the community's fire risk requires vegetation management to be practiced by property owners.

B. Fire Safe Vegetation Management Concepts

There are three basic methods employed to manage vegetation fuels: firebreaks, fuel breaks and ornamental landscaping. A firebreak eliminates all flammable vegetation and combustible growth. Appropriate ornamental landscaping is acceptable in this area. A fuel break reduces the fuel mass of

flammable vegetation and combustible growth, thereby limiting the intensity of fire and slowing its rate of spread. Ornamental landscaping provides a yard or garden with decorative fire resistive plants that are irrigated, maintained and arranged to be aesthetically pleasing, functionally useful and enhance fire safety. Refer to the definitions listed for these terms.

Within VHFHS Zones, structures are to be protected from wildfire by creating firebreaks immediately surrounding structures and fuel breaks further out from structures. Within 30 feet of a structure a firebreak should be created which contains well-irrigated, maintained and appropriately spaced ornamental landscaping with fire resistant plants. All flammable vegetation and combustible growth in this area immediately surrounding a structure should be eliminated. This creates a safety margin of defensible space so that wildfire can be stopped before it reaches a structure.

A fuel break should be created from 30 feet to 100 feet from structures located within the VHFHS Zones. The heightened risk of wildfire within the VHFHS Zones makes it necessary to provide an added safety margin of defensible space for all structures and a fuel break will provide this extra protection. Fuel breaks are meant to reduce fire hazardous vegetation and maintain it to specified heights and arrangements, limiting fire intensity and impeding fire spread. The purpose of the fuel break is to deny any fire entering it sufficient fuel to sustain fire intensity and speed. By the time it reaches the firebreak area containing ornamental landscaping nearer the structure, the now low-intensity fire should be stopped easily by the firebreak surrounding the structure.

Ornamental landscaping with fire resistant plants is encouraged as a long term approach to maintain yard and garden vegetation in a fire safe manner. Landscaping with healthy, appropriately irrigated plants and ground cover provides a permanent reduction of the fire hazard adjacent to structures when such landscaping is maintained at regular intervals. Ornamental landscaping can enhance a firebreak by inhibiting the growth of weeds, grass, brush and similar fire hazardous vegetation. A list of fire resistant and highly flammable plants is available from the Fire Department.

C. Process

No person shall be prosecuted criminally under the provisions of Section 8.30.040 of the El Cerrito Municipal Code until that person has received written notice of how that property violates these standards and until that person has had the reasonable opportunity to meet with City staff concerning the procedures set forth in Chapter 8.34 or Chapter 16.26 of the El Cerrito Municipal Code. Civil procedures for fire hazard abatement include providing the property owner with (1) written notice on how the property violates these guidelines, (2) reasonable opportunity to meet with City staff to discuss this matter and (3) opportunity to be heard before the City Council.

II. FIRE HAZARD REDUCTION GUIDELINES

Many factors combine to create a fire hazard on any specific property. It is difficult to single out a specific vegetation species or configuration to declare it either fire hazardous or completely fire safe in all situations. The Fire Department has developed guidelines conforming to State Law and National Fire Protection Standards which address most situations found on private property within El Cerrito. Please read these guidelines along with the accompanying glossary. If you are still unsure of how to proceed please call the Fire Department and we will work with you to develop a fire hazard reduction plan for your property.

A. Hazard Zones

Portions of the City of El Cerrito lie adjacent or near to large wildland areas containing steep slopes and naturally growing trees, brush and grasses. Every year under certain critical weather conditions, the neighborhoods near these wildland areas are at heightened risk of seasonal wildfire sweeping into the City and burning homes. These areas at heightened risk of wildfire have been designated as Very High Fire Hazard Severity (VHFHS) Zones. The rest of the City faces a lesser risk of wildfire.

Fire hazard reduction measures common to the entire City are required on both vacant and developed lots:

1. Property owners must ensure that all vegetation, native or non-native, shall be maintained so as not to constitute a fire hazard.
2. Property owners must maintain their property either by ornamental landscaping or by establishing a fuel break along the property line and adjacent to structures. For properties within the VHFHS Zones, there are additional requirements for firebreaks within 30 feet of structures and fuel breaks from 30 to 100 feet.
3. Property owners are responsible for clearance and maintenance of their own property only. Property owners will be required, however, to create fuel breaks on their property to protect neighboring structures. Dimensions of fuel breaks will depend on the proximity of neighboring structures and on whether the properties are within VHFHS Zones.
4. All brush, weeds, grass and fire hazardous vegetation within 10 feet of any usable road surface, public way or combustible fence shall be maintained in a non-hazardous condition with a fuel break.
5. Property owners must maintain their property free from all nuisances, including debris, garbage, rubbish and trash, hazardous materials, junk and noxious growth.

B. Ornamental Landscaping

Ornamental landscaping is encouraged throughout the City of El Cerrito to enhance fire safety. Ornamental landscaping consists of decorative plants growing within a tended garden or yard which are well watered, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control.

With the VHFHS Zones, ornamental landscaping in the 30 foot firebreak adjacent to structures must meet the following requirements:

1. Ornamental landscaping shall be maintained free of dead wood and litter, and trimmed of small twigs and branches at least two (2) feet or 1/3 of their height from the ground, whichever is less.
2. Ornamental landscaping must be healthy, pruned, adequately irrigated and regularly maintained so that plants and the area beneath them are free from dead or dying material.
3. Single specimen trees must be trimmed and maintained.
4. Ground cover may be used as part of ornamental landscaping provided it is kept green, free of dead wood and litter, and at a height so that they do not form a means of rapidly transmitting fire from native growth (located outside the firebreak) to any building or structure.

C. Vegetation Management Standards

Vegetation management standards exist for the entire City, including areas designated as VHFHS Zones. Refer to the glossary (Section III) for a definition of terms used in these standards.

1. **Properties within VHFHS Zones:**

Agenda Item No. 6

Attachment 3

- a. Firebreaks must be created and maintained in areas within 30 feet of any occupied dwelling.
 - b. Fuel Breaks must be created and maintained in areas extending from 30 to 100 feet surrounding any structure.
 - c. Fuel Breaks must be created and maintained on vacant lots 30 feet wide along the property line and 100 feet from neighboring structures.
2. **Properties outside VHFHS Zones:**
- a. Fuel Breaks must be created and maintained in areas within 30 feet of any structure.
 - b. Fuel Breaks must be created and maintained on vacant lots to be 10 feet wide along the property line.
3. **Vegetation Management Standards for Firebreaks:**
- a. All flammable vegetation or combustible growth must be removed and cleared away, thereby eliminating fire hazardous vegetation fuels which can rapidly transmit fire.
 - b. Adequately irrigated and maintained ornamental landscaping is not flammable vegetation or combustible growth, and is encouraged within a firebreak.
 - c. Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark. On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18 inches from the ground.
 - d. Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.
 - e. All roof surfaces shall be maintained free of substantial accumulations of needles, twigs and any other combustible matter.
 - f. All cut vegetation and debris must be disposed of either by hauling and dumping in a lawful manner, or by chipping and dispersing over the property in a manner and to a height which will not constitute a fire hazard.
 - g. Chipped materials which are spread on the ground shall be of a size no greater than 1 inch by 1 inch by 3 inches.
4. **Vegetation Management Standards for Fuel Breaks:**
- a. Maintain ornamental landscaping in yards.
 - b. All fire hazardous vegetation with the exception of weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.
 - c. All weeds and grass shall be cleared and maintained at a height no greater than 6 inches above the ground.
 - d. Remove from trees all vines, loose papery bark and dead branches.

- e. All cut vegetation and debris must be disposed of either by hauling and dumping in a lawful manner, or by chipping and dispersing over the property in a manner and to a height which will not constitute a fire hazard.
- f. Chipped materials which are spread on the ground shall be of a size no greater than 1 inch by 1 inch by 3 inches.

5. Additional Considerations for Vegetation Management:

- a. The Fire Hazard Abatement Program is intended to promote community fire safety by reducing the combustible vegetation fuel mass on private properties. Clearing vegetation by heavy construction methods, such as grading, discing, trenching or dozing shall require special permits from the City. **Disposal by burning is not permitted.**
- b. Any parcel where slope stability will be threatened by removal of plants may be exempt from treatment requirements or subject to alternate treatments. The property owner must submit a report documenting the probability of slope failure due to vegetation removal, prepared by a licensed civil, geotechnical or soils engineer. The report shall propose alternative treatment methods to address fire hazards. The report will be reviewed by city staff. Review and acceptance by the City of alternative treatment will supersede other requirements.
- c. Any parcel or lot which includes plant or animal species that are rare, endangered or of special concern may qualify for alternative plant treatment and spacing requirements. The property owner must submit a report from a qualified resource biologist or landscape architect describing the species, actions required to preserve its environmental value, and proposed alternative measures to address fire hazards. The report will be reviewed by the City. Review and acceptance by the City of alternative treatment will supersede other requirements.

D. Planting Considerations

Any plant will burn if the conditions are right. Some plants are considered to be extremely flammable while other plants are considered to have some resistance to fire. Verifiable tests of fire exposure characteristics for all specific ornamental landscaping plants are not available.

The best available plant information is contained in a publication available from EBMUD entitled "Firescape: Landscaping to Reduce Fire Hazard". A list of plants with some fire-resistance and plants considered highly flammable is available from the Fire Department.

At the base of trees and shrubs, replace flammable vegetation with bark, mulch, rock, gravel or low-growing or more fire-resistant ground covers. This cover reduces the fire danger and minimizes weeds.

Avoid placing medium-sized shrubs beneath trees or taller shrubs. By breaking up the available fuel mass in ornamental landscaping, a fire will be kept at lower intensity, flame lengths will be shorter and fire will be less likely to form a continuous line or front.

E. Structural Fire Safety

The City's roofing and vegetation management standards are designed to reduce the amount of airborne burning material, limiting fire spread. Once a fire starts, it is often accelerated by wind-borne burning material. Burning embers or brands are the main source of fire spread in mixed urban-wildland areas. The roof of a house is most vulnerable to this type of ignition. Spark arresters with a maximum of ½" openings in the mesh are required over the outlet of every chimney. Class A is the top rating for fire

resistive roofing, followed by Classes B and C. The City of El Cerrito requires that all roofing be Class B or better, and wood shake shingle roofing materials are prohibited in new construction or replacement of more than 50% of the roof.

III. GLOSSARY OF TERMS

The following terms are used to describe the vegetation management standards in California State Law and in the City of El Cerrito's Fire Hazard Reduction Program.

Very High Fire Hazard Severity (VHFHS) Zones: Any geographic area designated per Government Code Section 51178 to contain the type and condition of vegetation, topography, weather and structure density to potentially increase the possibility of wildland conflagration fires. As a community adjacent to extensive wildland areas, the City of El Cerrito contains several VHFHS zones. A map of these zones is available from the Fire Department. Fire hazard reduction standards are more extensive for properties located within VHFHS zones.

Defensible space: A concept in landscape design for homes which provides a band of managed vegetation around a home that slows movement of fire by reducing or denying fuel and provides a space for firefighters to take a stand to protect the house.

Fire resistant plants: A relative term used to describe plants that are "more resistant: or "less resistant" than other plants to fire. Given enough heat, all vegetation will burn. Yet plants in fact differ in how fast they burn, how high a flame they produce and their ability to survive fire. Fire resistance is enhanced by higher amounts of moisture within twigs and foliage. Fire-resistant plants can lose this quality altogether if not properly maintained and irrigated. A partial list of fire resistant and highly flammable plants is available from EBMUD and the El Cerrito Fire Department.

Fire hazardous vegetation: Plants which can burn easily because they generate dry undergrowth, contain flammable oils or produce significant quantities of dead or dying material. Hazardous vegetation is fuel which must be removed or strictly maintained so as not to constitute a fire hazard by igniting easily and then contributing to rapid fire spread. Seasonally dry grass, weeds, brush, and unmaintained and unirrigated trees and ornamental vegetation are examples of fire hazardous vegetation. Properly chipped, mulched and disbursed material does not constitute fire hazardous vegetation. Fire hazardous vegetation is also known as **flammable vegetation and combustible growth**.

Ornamental landscaping: Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire-resistant plants and the removal of fire hazardous vegetation will enhance fire safety.

Firebreak: An area in which all flammable vegetation or combustible growth is removed and cleared away, thereby eliminating fire hazardous vegetation fuels which can rapidly transmit fire. Ornamental landscaping is permissible within a firebreak as long as it is adequately irrigated, maintained and spaced so as not to provide a means of rapidly transmitting fire. Compare to **fuel break**.

Fuel break: An area in which all flammable vegetation or combustible growth is reduced and cleared away according to established standards, thereby limiting the mass and arrangement of fire hazardous vegetation fuels which can rapidly transmit fire. Appropriate ornamental landscaping is permissible within a fuel break. Fuel reduction standards for fuel breaks limit the height of certain vegetation (brush, native shrubs, weeds and grasses). Remove from trees any fuels which can ladder fire into the canopies, and provide adequate spacing between remaining plants. Compare to **firebreak**.

EL CERRITO FIRE DEPARTMENT
10900 San Pablo Avenue
El Cerrito, CA 94530
(510) 215-4450
FAX (510) 232-4917

June 7, 2013

To: [OWNER NAME] [OWNER ADDRESS], [OWNER CITY] [OWNER STATE]
[OWNER ZIP]
Re: [SITE ADDRESS], [SITE CITY]. [SITE STATE], [SITE ZIP]
Parcel Number:[SITE APN]

**NOTICE TO DESTROY WEEDS AND REMOVE
RUBBISH, REFUSE AND OTHER FLAMMABLE MATERIAL**

Notice is hereby given that on the 5th day of June, 2013 the El Cerrito Fire Department has determined your property in the City of El Cerrito, designated above by address and parcel number, is in violation of Chapter 8.020 of the El Cerrito Municipal Code because of the presence of weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health, or is otherwise noxious or dangerous.

You are hereby ordered to abate these public nuisance conditions by removing the weeds, rubbish, refuse and other flammable material. Otherwise, the City will abate these nuisance conditions and the costs for removal of the weeds, rubbish, refuse and other flammable material will be assessed against your property as a lien and special assessment. These removal costs shall then be collected at the time and in the manner of ordinary municipal taxes. Reference is hereby made to the resolution for further particulars.

If you have any objections to a declaration of your property as a public nuisance or to the proposed removal of the weeds, rubbish, refuse and other flammable material from your property by the City, you are hereby notified of and may attend this meeting of the City Council of the City of El Cerrito to be held on July 16, 2013 at 7:00 p.m. in the Council Chambers located in the El Cerrito City Hall, 10890 San Pablo Avenue. At this meeting, your objections will be heard and given due consideration.

At the conclusion of this meeting, the City Council may declare the conditions on your property to be a public nuisance and may order the City Manager or designee to abate the public nuisance condition on your property. The City shall perform this removal either through its own staff or through private contract sometime between **August 12, 2013 and August 30, 2013**. It is impossible to predict what it will cost the City to remove these nuisance conditions from your property. The costs depend on the severity of those conditions. In past years these abatement costs have sometimes exceeded \$5,000 per parcel for those parcels with severe nuisance conditions.

If you have any questions, contact the El Cerrito Fire Prevention office at 10900 San Pablo Avenue. The phone number is (510) 215-4457.

Michael J Bond

Michael J. Bond, Fire Marshal

RESOLUTION NO. 2013–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO DECLARING THAT WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON CERTAIN REAL PROPERTY CONSTITUTES A PUBLIC NUISANCE

WHEREAS, El Cerrito Municipal Code Chapter 16.26 provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material that creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, the City of El Cerrito Fire Marshal has identified certain real property, by street name, lot and block number, on which the presence of weeds, rubbish, litter or other flammable material creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous as defined in Chapter 16.26 of the El Cerrito Municipal Code and therefore constitutes a public nuisance; and

WHEREAS, pursuant to El Cerrito Municipal Code Section 16.26.160 and Government Code Section 39560-39588, the City Council shall adopt this resolution declaring that certain real property within the City constitutes a public nuisance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the following properties identified on Exhibit A, attached hereto, are declared to be public nuisances pursuant to El Cerrito Municipal Code Section 16.26.160.

BE IT FURTHER RESOLVED that on this same date of July 16, 2013 at 7:00 in the City of El Cerrito, the City Council shall hold a hearing at which owners of the real property identified in Exhibit A hereto may object to the designation of their properties as public nuisances and object to the abatement actions proposed by the City.

I CERTIFY that at a regular meeting on July 16, 2013 the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on July __, 2013.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor Pro Tem

EXHIBIT A

El Cerrito
List of Real Property Constituting Public Nuisances
7-16-2013

APN	Street Address	Property Owner
5004300165	2332 ALVA AVE (vacant)	
5004300173	2336 ALVA AVE	
5053610191	1130 ARLINGTON BLVD	
5002910015	5410 BARRETT AVE	
5002910023	5414 BARRETT AVE	
5052920161	848 BATES AVE	
5021130181	6515 BLAKE ST	
5053010251	911 CLARK PL (vacant)	
5053010269	915 CLARK PL (vacant)	
5033300244	724 COLUSA AVE	
5100420198	5619 EL DORADO AVE	
5100420131	5721 EL DORADO AVE	
5024400151	1300 ELM ST	
5022700131	1507 ELM ST	
5033740118	650 EVERETT ST	
5033020107	910 GALVIN DR	
5023100133	7019 GLADYS AVE	
5013300172	6457 HAGEN BLVD	
5054210140	1638 JULIAN DR (vacant)	
5052030227	1220 KING DR	
5010200094	5505 MACDONALD AVE	
5010300191	5528 MACDONALD AVE	
5054220107	1511 MADERA CIR	
5054210298	1552 MADERA CIR (vacant)	

EXHIBIT A (Page 2)

El Cerrito
List of Real Property Constituting Public Nuisances
7-16-2013

APN	Street Address	Property Owner
5024720202	7111 MANILA AVE	
5024720186	7115 MANILA AVE	
5042260090	119 POMONA AVE	
5050610475	7435 POTRERO AVE	
5040620378	556 RICHMOND ST	
5032360272	10496 SAN PABLO AVE (vacant)	
5052210381	900 SEAVIEW DR	
5052210407	956 SEAVIEW DR (vacant)	
5020100037	6818 SNOWDON AVE	
5013800494	2015 TAPSCOTT AVE	
5033110239	7573 TERRACE DR	
5052730057	8350 TERRACE DR (vacant)	

RESOLUTION NO. 2013-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO OVERRIDING
OBJECTIONS BY PROPERTY OWNERS AND ORDERING THE CITY MANAGER OR HIS
DESIGNEE TO ABATE CERTAIN PUBLIC NUISANCES PURSUANT TO CHAPTER 16.26**

WHEREAS, El Cerrito Municipal Code Chapter 16.26 provides a method by which a local legislative body may abate on private property public nuisance conditions relating to weeds, rubbish, litter or other flammable material that creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, the City of El Cerrito Fire Marshal has identified certain real property, by street name, lot and block number, on which the presence of weeds, rubbish, litter or other flammable material creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous as defined in Chapter 16.26 of the El Cerrito Municipal Code and therefore constitutes a public nuisance; and

WHEREAS, on July 16, 2013, pursuant to El Cerrito Municipal Code Section 16.26.160 and Government Code Sections 39560-39588, the City Council adopted Resolution 2013-__ declaring that certain real property within the City constitutes a public nuisance; and

WHEREAS, El Cerrito Municipal Code Chapter 16.26 provides that notice shall be sent to owners of the real property declared a nuisance pursuant to Resolution 2013-__ providing those owners with the following: description of the nuisance; explanation of how the nuisance must be abated; explanation that if the nuisance is not abated; the City shall abate the public nuisance and the cost of abatement shall be assessed against the property as a special assessment; and informing the owners that the City Council shall hold a hearing at a certain date, time, and place at which the owners may present objections to the designation of their properties as public nuisances or to the proposed abatement of the nuisance; and

WHEREAS, between June 7 and June 11, 2013, the City Fire Department sent written notice to those property owners describing the weeds, rubbish, refuse, or other flammable material that presented a fire hazard and public nuisance; explaining that the Fire Department had determined a public nuisance that must be removed; informing the owners that if they did not abate between July 8 and July 15, 2013, the City Council would hold a hearing on July 16, 2013 at which the owners could present objections to the declaration of the nuisance or the proposed abatement measures and further explained the City could abate the nuisance and collect the costs as an assessment on the property; and

WHEREAS, on July 16, 2013, the City Council adopted Resolution 2013-XX confirming the nuisance declarations of the City Fire Department and declaring a public nuisances on certain real property pursuant to Chapter 16.26; and

WHEREAS, El Cerrito Municipal Code Section 16.26.160 and Government Code Sections 39560-39588 provide that after adoption of a resolution declaring a public nuisance and notice to affected property owners of the Council's hearing of objections, the Council may overrule any objections and order the City Manager or his designee to abate the public nuisances.

Agenda Item No. 6
Attachment 6

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it overrides any objections by owners of that certain real property on which public nuisances were declared in Exhibit A to Resolution 2013 - __ (adopted on the same date herewith).

BE IT FURTHER RESOLVED that the City Manager and his or her designee is hereby ordered to abate the public nuisances by having the weeds, rubbish, refuse, dirt, or other fire hazard or noxious or dangerous materials removed.

BE IT FURTHER RESOLVED that pursuant to El Cerrito Municipal Code Section 16.26.160 and Government Code Section 39574, the City Manager or his designee shall keep an account of the cost of abatement for each parcel of land on which work is performed. The City Manager or designee shall then prepare an itemized written report to be presented to the City Council so that, after the notice and hearing during the City Council meeting of September 17, 2013 these abatement costs can be confirmed as a special assessment against those parcels.

I CERTIFY that at a regular meeting on July 16, 2013 the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on July __, 2013.

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor Pro Tem

EXHIBIT A
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7-16-2013

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5052730057	8350 TERRACE DR (vacant)	

CITY OF EL CERRITO
10900 San Pablo Avenue
El Cerrito, CA 94530
(510) 215-4450
FAX (510) 232-4917

July 17, 2013

To: [OWNER NAME] [OWNER ADDRESS], [OWNER CITY] [OWNER STATE]
[OWNER ZIP]
Re: [SITE ADDRESS], [SITE CITY], [SITE STATE], [SITE ZIP]
Parcel Number:[SITE APN]

**NOTICE TO DESTROY WEEDS AND REMOVE
RUBBISH, REFUSE AND OTHER FLAMMABLE MATERIAL**

On July 16, 2013 the El Cerrito City Council declared that your property in the City of El Cerrito, designated above by address and parcel number, constitutes a public nuisance because of the presence of weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health, or is otherwise noxious or dangerous.

A previous notice was sent to you informing you of the July 16, 2013 hearing and further informing you of your obligation to remove the weeds, rubbish, refuse and other flammable material from your property. **If you do not immediately abate these nuisance conditions, the City will do so and the costs for removal of the weeds, rubbish, refuse and other flammable material will be assessed against your property as a lien and special assessment.** These removal costs shall then be collected in the time and in the manner of ordinary municipal taxes.

You will not receive any further notices from the City prior to this removal. The City shall perform this removal either through its own staff or through private contract sometime between **August 12, 2013 and August 30, 2013.** It is impossible to predict what it will cost the City to remove these nuisance conditions from your property. The costs depend on the severity of those conditions. In past years these abatement costs have sometimes exceeded \$5,000 per parcel for those parcels with severe nuisance conditions

The City Council will conduct a public hearing on September 17, 2013 to confirm the cost of the abatement work performed on your property. The meeting will be held in the El Cerrito City Council Chambers at 10890 San Pablo Avenue in El Cerrito at 7:00 p.m. During this public hearing you will be given the opportunity to voice objections regarding the report and the assessment of the abatement costs for your property. At this hearing you will also be given the opportunity to object, protest and/or present evidence to support your arguments.

If you have any questions, contact the El Cerrito Fire Department at 10900 San Pablo Avenue. The phone number is (510) 215-4450.

Michael J Bond

Michael J. Bond
Fire Marshal



AGENDA BILL

Agenda Item No. 7(A)

Date: July 16, 2013

To: El Cerrito City Council

From: Melanie Mintz, Interim Community Development Director
Scott Hanin, City Manager

Subject: Agreement with The Trust for Public Land for Acquisition of Hillside Natural Area Property (APN 505-142-014, -012 and -013)

ACTION REQUESTED

Consider adopting a resolution authorizing the City Manager or his designee to enter into the following: 1) Purchase and Sale Agreement and 2) Professional Services Agreement with the Trust for Public Land for the acquisition of approximately 7.6 acres of open space property adjacent to the Hillside Natural Area for conservation and recreation purposes and for acquisition-related and fundraising assistance.

BACKGROUND

The Hillside Natural Area (HNA) is an approximate 85-acre City-owned open space identified as a Community-Serving Park and Recreation facility in the City's General Plan (Table 6-2). The HNA has a number of trails that are used for recreation and emergency access and extensive native plants, oak woodland and riparian environments. The City's Circulation Plan for Bicyclists and Pedestrians (2007) identifies two projects—*Park Trail Connector* and *Hillside Pathways and Stairs*—to improve access, connectivity and promote walking in hillside neighborhoods and across the City. The *Park Trail Connector* project identifies purchasing undeveloped properties bordering the HNA in order to enhance trail connection as an implementation strategy and recommends connecting Hillside Natural Area North and Hillside Natural Area South as a first phase. (Circulation Plan, p. 67)

Earlier this year, residents learned and brought to the City's attention that a privately-owned, undeveloped approximately 7.6-acre property (Property) was going to be listed for sale. At the March 5, 2013 special City Council meeting, the City Council authorized staff to work with the Trust for Public Land (TPL), a national land conservation organization based in San Francisco, to explore negotiating a purchase option on behalf of the City. The Trust for Public Land commenced negotiations with the seller's agent and learned that the listing price would be \$600,000 and that the seller required the sale to close in 2013. TPL leveraged the time sensitivity to negotiate on price and after several offers and counteroffers landed on a selling price of \$475,000 with a closing date of August 30, 2013. Due to the compressed timeline created by the seller's required 2013 sale, a situation was created in which the City would not have

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time or capacity to raise the necessary funds and complete the transaction prior to the required transaction close date. At a May 21, 2013 City Council Closed Session, the City Council authorized staff to negotiate with TPL to develop a process through which the property could be purchased within the required timeframe. TPL subsequently entered into a purchase and sale contract with the seller consistent with the negotiated terms which provided a 60-day period to conduct standard property due diligence (such as review and approval of a title report, environmental site assessment and appraisal) and to secure all necessary board approvals (including TPL's board approval to buy and hold the property and the City Council's approval to purchase the property from TPL, both described below). The transaction would not move forward as planned if the appraised market value of the property is less than the negotiated price.

The item before the City Council tonight for consideration includes two components resulting from those negotiations. The first component is to enter into a *Purchase and Sale Agreement* with TPL through which TPL would purchase the property from the current owner and hold the property until December 17, 2014 to allow time for public grant and private fundraising to take place on behalf of the City. The second component is to enter into a *Professional Services Agreement* with TPL to provide all property acquisition- related services, including but not limited to appraisals, title review, environmental assessment and testing and legal and staff time, and for fundraising services including leading the solicitation of public grant funds and supporting a private fundraising campaign to be led by the Trail Trekkers, a local non-governmental organization working to improve and expand the City's trails and pathways. According to TPL, the opportunity to acquire this privately-owned, undeveloped property adjacent to the City's two Hillside Natural areas is "an exciting opportunity to create a fully-integrated, mile-long urban park" and fulfills their mission of conserving land for people. Through the graduated fee structure outlined in the proposed *Professional Services Agreement* (and summarized below), TPL demonstrates its confidence in, and commitment to, the fundraising effort and recognizes the constraints on City funds available for the purchase of the property. Through the *Professional Services Agreement*, TPL commits to helping the City raise more than \$250,000 in matching funds, or its \$100,000 fee is reduced to \$75,000. Less than \$250,000, TPL proposes to split only the private matching funds. See Table 1 below for a summary of possible Professional Services Fee scenarios.

Table 1: Costs to the City Relative to Outside Capital Funds Secured

	<i>Purchase Price</i>	<i>Private Fundraising</i>	<i>Grants</i>	<i>City Funds</i>	<i>TPL Fee</i>	<i>Total Transaction</i>
Scenario 1	\$ 475,000	\$ -	\$ -	\$ 475,000	\$ -	\$ 475,000
Scenario 2	\$ 475,000	\$ 15,000	\$ -	\$ 467,500	\$ 7,500	\$ 482,500
Scenario 3	\$ 475,000	\$ 20,000	\$ 100,000	\$ 365,000	\$ 10,000	\$ 485,000
Scenario 4	\$ 475,000	\$ 30,000	\$ 200,000	\$ 260,000	\$ 15,000	\$ 490,000
Scenario 5	\$ 475,000	\$ 30,000	\$ 250,000	\$ 270,000	\$ 75,000	\$ 550,000
Scenario 6	\$ 475,000	\$ 30,000	\$ 275,000	\$ 270,000	\$ 100,000	\$ 575,000
Scenario 7	\$ 475,000	\$ 30,000	\$ 300,000	\$ 245,000	\$ 100,000	\$ 575,000
Scenario 8	\$ 475,000	\$ 40,000	\$ 300,000	\$ 235,000	\$ 100,000	\$ 575,000

The property in question (APN 505-142-014, -012 and -013) has been referred to as the “Busby Property”. Between 1995 and 2002 a tentative subdivision map (Bay Vista Subdivision 7270) was under development. In 2002, the Planning Commission denied the requested extension of the tentative subdivision map. (PC Resolution 02-07) The extension would have been the project’s fifth extension.

ANALYSIS

The proposed acquisition has generated interest from El Cerrito residents as communicated to both staff and the City Council and fulfills an implementation strategy for the *Park Trail Connector* project identified in the City’s Circulation Plan for Bicyclists and Pedestrians. It is consistent with the City’s General Plan goals, including:

Goal R 1: Protect natural resources (important habitat, ecological resources, key visual resources, ridges and ridgelines, creeks and streambanks, steeper slopes, vista points, and major features), and clean air and water

Goal PR 2: High quality open space protected for the benefit of present and future generations, reflecting a variety of important values: ecological, educational, aesthetic, economic and recreational. These values are interwoven throughout the community in numerous ways so that the preservation of open space is very important to the well being of the city.

Acquisition of the property would provide the opportunity to develop a trail through the site to establish a connection between the City’s southern and northern publicly-owned Hillside Natural areas. The site provides an opportunity to create a pedestrian-connection through the HNA to Madera Elementary School from numerous points, including the trailheads along Navallier Street and along Schmidt Lane. A creek on the property is one of the contributing headwaters to Baxter Creek. The property is bordered by Madera Elementary school, East Bay Municipal Utility District (EBMUD) property and a small property owned by the City of El Cerrito (Attachment 1). Existing public stairways connect to the property via Madera Circle and a trail through the property would provide a connection between Regency Court and Potrero Avenue via the existing public stairway that descends from Madera Circle to Julian Drive and Potrero Avenue directly across from a trail that leads to HNA North.

Most of the current maintenance of the mostly unimproved 85-acre HNA is provided by the City’s Fire Department to reduce fire risk. According to the Department of Public Works and Fire Department, the additional maintenance of this unimproved 7.6 acre property would be an incremental addition to the maintenance activities already being performed on the HNA. Public improvements, such as trails and signage, would need to be funded from future unidentified funding sources, such as grants and private fundraising, as well as through in-kind labor provided by volunteer organizations. In recent years, community groups (the Environmental Quality Committee’s “Green Teams” and the City co-sponsored Trail Trekkers, in partnership with others) have organized to provide volunteer maintenance hours and to pursue trail and native plant enhancements of the HNA.

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In regards to timing, it appears that the landowner is committed to selling the property in 2013. The partnership with TPL, including their proposal to buy and hold the property and assist with fundraising, and the demonstrated interest and commitment of the Trail Trekkers provides the City an opportunity to purchase the property and fulfill City goals of preserving open space, protecting natural resources and improving connectivity. TPL is currently under contract with the seller to purchase the property with an August 30th closing date and the end of the due diligence period on August 16th. If the City elects to enter into the proposed *Purchase and Sale Agreement* it will have until August 15th to approve the property title, physical, structural and environmental condition of the property and until August 1st to request information in addition to what is outlined in the current *Purchase and Sale Agreement*. The City's decision to enter into the proposed *Purchase and Sale Agreement* and *Professional Services Agreement* are necessary preconditions to TPL's Board of Directors closing the deal with the seller.

FINANCIAL CONSIDERATIONS

The proposed *Purchase and Sale Agreement* with TPL entails TPL purchasing the property and providing all transaction related services with their own funds and in-kind services and holding the property with no funds provided by the City through December 17, 2014. Through entering into the *Purchase and Sale Agreement* and *Professional Services Agreement* with TPL, the City would commit to ownership of the 7.6-acre property and to buying the property from TPL for \$475,000 plus paying up to \$100,000 in professional service fees for acquisition related services, including grant-solicitation and private fundraising assistance. The potential funding sources for this transaction (inclusive of the land purchase, "closing costs," relationship with Trust for Public Land and fundraising services) would likely include a combination of Measure WW funds, public grants and private fundraising. The amount of Measure WW funds would not be known until the culmination of fundraising, but would not amount to more than \$475,000 of a balance of \$587,469. Staff does not support the use of the General Fund for this purchase.

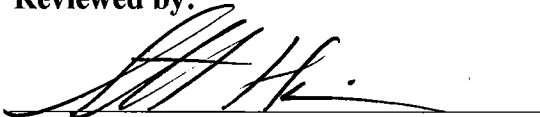
After extensive deliberation, the Parks and Recreation Commission, at its June 26, 2013 meeting, voted to support the City Council's use of Measure WW funds for this acquisition. There was discussion at the meeting about whether the acquisition represented the highest and best-use of the limited Measure WW funds and about the many other needs the City may have for these funds. Concerns were also expressed that committing to expend Measure WW funds before the completion of the Urban Greening Plan (scheduled to be completed in Fall/Winter 2014) was premature. The item was also presented at the Environmental Quality Committee at its July 9, 2013 meeting and numerous committee member and public comments were received in support of the project.

The potential non-Measure WW funding sources for the proposed acquisition include at least three pre-identified competitive state grants which will release Requests for Proposals in early 2014 for Urban Stream Restoration, Environmental Enhancement and Mitigation and Recreational Trails. The City's Measure WW funds would provide leverage for these competitive public grants. TPL and City staff would continue to

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monitor other public grant opportunities. Additionally, TPL and City staff have met with the private fundraising campaign committee, led by the Trail Trekkers, to ascertain their commitment and ability to fundraise. A group of 11, representing a variety of organizations including the Trail Trekkers and Friends of Five Creeks, have met and indicated that they are committed to raising \$50-60,000. With guidance from TPL, the committee has been in a "quiet phase" of fundraising, anticipating a City Council decision. According to the committee, \$13,000 has been pledged thus far. If the City Council enters into the proposed *Purchase and Sale* and *Professional Services Agreement*, the campaign will become formalized and more active. Funds above the acquisition-related costs would continue to be needed for land and trail improvements and would begin to be solicited concurrently with the acquisition funds. Immediate costs would be minimal, as the property would be left in its current, "natural" condition until volunteer efforts or fundraising occurred to improve it.

Reviewed by:

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

Scott Hanin, City Manager

Attachments:

1. Aerial Photo of Property
2. Draft Purchase and Sale Agreement and Professional Services Agreement
3. Accompanying Resolution



**Madera
Property**

505-142-014,
505-142-012 &
505-142-013

EBMUD

City of El
Cerrito

Hillside Preservation Area - South

Hillside Preservation Area - North

Snowdon Ave

Roger Ct

Plank Ct

Plank Ave

Blake St

Willowood Pl

Navellier St

Potrero Ave

Gladys Ave

Norma St

Norvell St

Ganges Ave

Snow

Glen

Kenil

PURCHASE AND SALE AGREEMENT
(El Cerrito Hillside Property)

This is a Purchase and Sale Agreement (this "**Agreement**") dated _____, 2013, between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("**Seller**" or "**TPL**") and the **CITY OF EL CERRITO**, a California general law city ("**Buyer**"). Buyer and Seller may be collectively referred to herein as the "**Parties**."

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

The Trust for Public Land
101 Montgomery, 9th Floor
San Francisco, CA 94104
Attn: Brendan Moriarty
Tel: (415) 800-5298
FAX: (415) 495-0541
brendan.moriarty@tpl.org

BUYER:

City of El Cerrito
10890 San Pablo Ave
El Cerrito, CA 94530-2323
Attn: Melanie Mintz
Tel: (510) 215-4339
FAX: _____
MMintz@ci.el-cerrito.ca.us

Copies of any notice to Seller should also be sent to:

The Trust for Public Land
101 Montgomery, 9th Floor
San Francisco, CA 94104
Attn: Gilman Miller
Tel: (415) 800-5295
FAX: (415) 495-0541
gilman.miller@tpl.org

Copies of any notice to Buyer should also be sent to:

Meyers Nave
555 12th Street, Suite 1900
Oakland, CA 94607
Attn: Sky Woodruff
Email: swoodruff@meyersnave.com
Tel.: (510) 808-2000
Fax: (510) 444-1108

B. Seller has contracted with Security Owners Corporation ("**Landowner**") to acquire certain real property located in the County of El Cerrito, State of California described on Exhibit A attached hereto and incorporated herein by this reference, which is approximately 7.6 acres. Said real property, together with all structures, improvements, fixtures, minerals, timber, crops and groundwater and riparian rights and all rights appurtenant to it, including but not limited to timber rights, mineral rights, grazing rights, and access rights, will be referred to in this Agreement as the "**Property**."

C. Following acquisition of the Property from Landowner, Seller desires to sell the Property to Buyer for permanent open space protection and other conservation purposes. Buyer is willing to acquire the Property from Seller on the terms and conditions set forth in this Agreement.

D. Seller is a conservation organization having among its purposes the acquisition, for the benefit of the public, of open space, scenic and recreational lands. Seller is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Seller is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

E. Buyer is a conservation organization having among its purposes the acquisition, for the benefit of the public, of open space, scenic and recreational lands. Buyer is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Buyer is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

F. Buyer is entering into this Agreement under the expectation that TPL and the local community, led by the El Cerrito Trail Trekkers community group ("**Trail Trekkers**"), will undertake best efforts to secure public and private funds (collectively "**Matching Funds**") for Buyer's purchase of the Property from TPL, which funds will be needed to ensure that the Property can be made available for public access.

G. In exchange for professional services associated with acquisition of the Property, Buyer is also entering into a Professional Services Fee Agreement ("**Fee Agreement**") with TPL, attached as Exhibit D.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale Terms.**

1.1 **Effective Date.** This Agreement shall be effective as of the date this Agreement is fully signed and delivered by both Parties (the "**Effective Date**").

1.2 **Purchase Price.** Seller shall sell the Property to Buyer and Buyer shall buy the Property from Seller for Four Hundred and Seventy Five Thousand and No/100 Dollars (\$475,000.00)(the "**Purchase Price**") payable in cash at the Close of Escrow, as defined in Section 4.

2. **Conditions to Closing.** The Parties' respective obligations to close the sale of the Property shall be conditioned upon all of the following:

(a) Seller receives approval of the transaction, which is the subject of this Agreement, by the Project Review Committee of Seller's Board of Directors, which approval shall also allow Seller to acquire the Property from the Landowner, and Landowner conveys Property to Seller;

(b) Buyer's approval of the title, physical, structural and environmental condition of the Property not later than August 15, 2013 ("**Review Deadline**"), provided, however, that if Buyer has any title or other objections which it wants Seller to raise with the Landowner than those need to be provided no later than August 1 in order to get

Seller's timely response to same prior to the end of the Review Deadline. Seller shall provide to Buyer the Seller's Reports as soon as possible and in any event prior to the conclusion of the Review Deadline;

(c) Buyer's Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property by the Review Deadline set forth in Section 2(b) of this Agreement. The following exceptions shown on the Preliminary Report (the "**Permitted Exceptions**") are approved by Buyer: (i) exceptions for a lien for local real estate taxes and assessments not yet due or payable, (ii) the standard preprinted exceptions and exclusions of the Title Company; and (iii) any other exception shown on the Preliminary Report, other than exceptions for monetary liens, which Buyer does not object to by written notice to Seller prior to the Review Deadline. Buyer agrees to approve, question or reject all exceptions by August 1, 2013 deadline set forth in 2(b) of this Agreement.

(d) Buyer receives approval of the transaction which is the subject of this Agreement by the City Council of El Cerrito, California; and

(e) Satisfaction of all the obligations stated herein by both Buyer and Seller, within the time periods provided in this Agreement (if any).

If any condition precedent is not satisfied or waived by the party for whose primary benefit it exists, said benefited party may terminate this Agreement by written notice to the other party, in which event the Parties shall have no further obligation to each other under this Agreement.

3. **Condition of the Property.**

(a) Buyer and Seller agree that, prior to the Review Deadline described in Section 2(b):

(i) Buyer shall have had the opportunity to study all aspects or circumstances of the Property, which Buyer deems material or relevant;

(ii) Buyer shall have requested and received from Seller all documents and materials in Seller's possession, which Buyer deems material or relevant with respect to the Property, including without limitation any environmental reports prepared by Seller or in Seller's possession for the Property ("**Seller's Reports**"). The Seller's Reports shall include, without limitation, the following: (1) copies of those items which the Landowner provided to Seller regarding the Property; (2) the Preliminary Title Report (the "**Title Report**") from First American Title Insurance Company – Commitment No. NCS-614665-SF with a commitment date of June 10, 2013; (3) an appraisal commissioned by Seller from Smyers & Krauss Appraisal; and (4) a Phase One Environmental Site Assessment. Seller makes no representation or warranties as to the accuracy, completeness or conclusions of Seller's Reports; (iii) Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees shall have reasonable access to the Property during regular business

hours for the purpose of performing due diligence, provided, however, that such access shall be on the same terms as required by Landowner of Seller re notice, release, indemnification, and insurance; and

(iii) Buyer shall have had the opportunity to make all inspections and verifications which Buyer deems necessary for the completion of Buyer's due diligence review for the transaction covered by this Agreement.

(b) Except as otherwise expressly set forth in this Agreement, Buyer acknowledges and agrees that Seller makes no representations or warranties as to the physical condition of the Property or in connection with any matter relating to its condition, value, fitness, use or zoning on which Buyer has relied directly or indirectly. Buyer further acknowledges and agrees that, except as expressly set forth in this Agreement, Seller's cooperation with Buyer in connection with Buyer's due diligence review of the Property, whether by providing the Seller's Reports or any other documents, or permitting inspection of the Property, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the Property.

(c) Except as otherwise expressly provided for below, Buyer hereby acknowledges and agrees that the sale of the Property is and will be made on an "as is, where is" basis and that neither Seller, nor any representative, agent or employee of Seller has made, or will make, any representations, warranties or guaranties of any kind or character whatsoever with respect to the Property.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

Buyer's Initials

The waivers and releases by Buyer herein contained shall not apply to any breach of Seller's representations or warranties under Section 9 of this Agreement or a default by Seller and shall survive the Close of Escrow.

4. **Escrow.** Seller has opened an escrow with First American Title Company, located at 100 Spear Street, Suite 1600, San Francisco, CA 94105, attn.: Kimberleigh Toci, Telephone (415-837-2251), e-mail (ktoci@firstam.com), Reference: El Cerrito Hillside Property

(the "**Escrow Holder**") for the purpose of closing the sale of the Property. Escrow shall close as soon as possible but no later than December 17, 2014 ("**Close of Escrow**").

5. **Documents.**

(a) **Seller's Documents.** At least one (1) business day prior to the Close of Escrow, Seller shall deposit with Escrow Holder:

(i) one (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to Buyer or Buyer's nominee marketable, record, fee simple title to the Property ("**Grant Deed**") in substantially the form of Exhibit B attached hereto (or in such other form as required by the Funder or Steward or Buyer's nominee) which Grant Deed shall be recorded in the Official Records of Contra Costa County, California at the Close of Escrow;

(ii) one (1) original duly executed and dated affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended, substantially in the form attached hereto as Exhibit C attached hereto. Seller acknowledges that if Seller is unable to certify that Seller is not a "foreign person", and is not otherwise exempt from such section's withholding requirements, Buyer or Escrow Holder may be required to withhold a portion of the Purchase Price at the Close of Escrow according to applicable law;(iii) one (1) original duly executed and dated California Form 593-C. Seller acknowledges that if Seller is a non-California resident pursuant to Revenue and Taxation Code Section 18662 and 18668, as amended, and is not otherwise exempted from such sections' withholding requirements, Buyer or Escrow Holder may be required to withhold a portion of the Purchase Price at the Close of Escrow according to applicable law;

(iii) one (1) original duly executed and dated joint escrow instructions which shall instruct Escrow Holder in its closing of this transaction pursuant to the terms herein, the provisions of which shall not conflict the provisions of this Agreement ("**Joint Escrow Instructions**"); and

(iv) such other instruments and documents as may be reasonably required by Escrow Holder to transfer the Property to Buyer.

(b) **Buyer's Documents.** At least one (1) business day prior to the Close of Escrow, Buyer shall deposit with Escrow Holder:

(i) one (1) original duly executed and dated counterpart of the Joint Escrow Instructions;

(ii) one (1) Preliminary Change of Ownership Report form duly executed by Buyer; and

(iii) such other instruments and documents as may be reasonably required by Escrow Holder to transfer the Property to Buyer.

6. **Funds.** At least one (1) business day prior to the Close of Escrow, and provided that Escrow Holder has notified Buyer that Seller has delivered all of the documents described in Section 5(a) above and is prepared to proceed to close the transaction in accordance with the terms of this Agreement, Buyer shall deposit or shall cause to be deposited with the Escrow Holder the Purchase Price (plus or minus additional sums as may be credited/debited to Buyer hereunder), which funds shall be transferred to Seller by Escrow Holder only after all of Seller's obligations in this Section 6 have been met and the Grant Deed has been recorded.

(a) **Prorations.** All real and personal property taxes based on the most recent property tax bills available, rents, issues, expenses, and profits from the Property shall be prorated as of the Close of Escrow. Any tax bills received by Buyer after the Close of Escrow relating to a period prior to the Close of Escrow shall be prorated between the Parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Section 6(a) shall survive the Close of Escrow.

(b) **Closing Costs.**

(i) Seller shall pay the following closing costs: (A) one-half (1/2) the escrow fee; (B) all documentary tax, sales tax, or real property transfer tax; and (C) the premium for the Title Policy allocable to Seller pursuant to Section 8 below.

(ii) Buyer shall pay the following closing costs: (A) one-half (1/2) the escrow fee; (B) recording fees for the Grant Deed; and (C) the premium for the Title Policy allocable to Buyer pursuant to Section 8 below.

Other fees and charges will be allocated according to custom of the county in which the Property is located. Each party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

7. **Title.** Seller shall convey to Buyer by Grant Deed a fee simple interest in the Property, free and clear of all monetary liens and encumbrances, except those matters approved by Buyer.

8. **Title Insurance.** Seller will provide, at Seller's expense, a CLTA, standard coverage, owner's policy of title insurance in the amount of the Purchase Price paid for the Property, insuring that title to the Property is vested in Buyer upon Close of Escrow subject only to the exceptions approved by Buyer or deemed to be approved by Buyer if no objections were made prior to the Review Deadline.

Seller shall pay the premium on the ALTA standard (a/k/a CLTA) owner's title policy with regional exceptions. If Buyer elects to obtain an ALTA extended owner's policy then Buyer shall pay for such incremental cost, together with the cost of any survey which may be required in order for Title Company to issue an ALTA extended policy of title insurance to Buyer, if Buyer elects to obtain such a policy.

9. **Seller's Representations.** Seller makes the following representations:

(a) Subject to Seller's acquisition of the Property, at the Close of Escrow, Seller will own and will have the power to convey the Property to Buyer.

(b) To Seller's actual knowledge, there is no action, suit, litigation, arbitration or other proceeding pending or threatened, which in any manner affects the Property.

(c) Seller has full power and authority to execute and deliver this Agreement, and to consummate the transactions provided herein. The persons signing this Agreement for Seller have full power and authority to sign for Seller and to bind it to this Agreement.

(d) Seller has no actual knowledge of any violations of any law, order, ordinance, or regulation affecting the Property.

(e) Seller has not received notice and has no knowledge of, any pending or threatened condemnation of all or part of the Property.

(f) This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, and will constitute legal, valid and binding obligations of Seller, subject to the conditions precedent set forth in Section 2. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it is bound.

(g) Seller has no actual knowledge of any unrecorded agreements affecting the Property.

(h) Seller represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 23-7222333.

(i) except as disclosed to Buyer, Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Environmental Law as defined in Exhibit E.

Seller agrees to disclose to Buyer all material findings in respect to the condition of the Property that Seller may discover which findings are not contained in the Title Report or Seller Reports delivered to Buyer. "Seller's knowledge" or "known to Seller" or "Seller may discover" as used in this Agreement means or pertains to the actual knowledge of Brendan Moriarty, Gilman Miller and Dave Sutton and shall not include knowledge imputed to Seller or those individuals herein named from a third party source or constructive knowledge imparted to Seller by any fact, circumstance or document.

10. **Buyer's Representation.** Buyer represents and warrants the following:

(a) Buyer has the power and authority to enter into this Agreement and the persons signing this Agreement for Buyer have full power and authority to sign for Buyer and to bind it to this Agreement and Buyer has the power and authority to consummate

the transaction contemplated herein, and subject to actual closing, has complied with all laws and regulations governing Buyer's real property transactions.

(b) For purposes of California Health and Safety Code Section 25359.7, the delivery from Seller to Buyer of the Seller's Reports constitute written notice to Buyer under such code section.

(c) Buyer shall exercise good faith efforts in conducting Buyer's due diligence in connection with the transaction contemplated by this Agreement.

(d) Buyer agrees to inform Seller of all material findings in respect to the condition of the Property that Buyer may discover in the conduct of Buyer's due diligence.

11. **Hazardous Materials.** To Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including but not limited to soil and groundwater conditions. To Seller's knowledge, there are no environmental, health, or safety hazards on, under, or about the Property, including but not limited to soil and groundwater conditions. Neither Seller nor, to Seller's knowledge, any third party (including but not limited to Seller's predecessors in title to the Property) has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or other Hazardous Materials as defined in Exhibit E. As used in this Agreement, the term "Seller's knowledge" shall mean the actual knowledge of Brendan Moriarty, Dave Sutton, and Gilman Miller, without any duty of inquiry or investigation.

12. **Risk of Loss.** All risk of loss shall remain with Seller until Close of Escrow. In the event the Property or any Phase thereof is destroyed or damaged after the Effective Date of this Agreement and prior to Close of Escrow therefore, Buyer or Seller may, at their option, elect to terminate this Agreement as to the impacted Phase(s).

13. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

14. **Attorneys' Fees.** If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

15. **Remedies Upon Default.** In the event Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Seller shall, in addition to any and all other remedies provided in this Agreement or by law or equity have the right of specific performance against Buyer. In the event that Seller defaults in the performance of any of Seller's obligations

under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or by law or equity have the right of specific performance against Seller.

16. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

17. **Time of the Essence; Dates.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

18. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

19. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

20. **Assignment.** Buyer may not assign its interests under this Agreement without the written consent of Seller.

21. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Executed counterparts delivered by facsimile or scanned and emailed shall be treated the same as originals.

23. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. **Model Signage Language.** The parties agree that signage on the Property shall provide for the recognition of the role of both Buyer, any funders who require recognition in signage, and The Trust for Public Land, as Seller, in conserving the Property. If Buyer provides

the sign, such sign shall refer to the role of Buyer and Seller and any funders who require recognition in signage in conserving the Property on one sign which shall be located at a prominent location on the Property affording good public visibility. If Buyer declines to install a sign, Seller shall have the right to install the sign at Seller's expense; such sign shall refer to the role of Seller, any funders who require recognition in signage, and, if Buyer so elects, to the role of Buyer in conserving the Property, and shall be located at a prominent location on the Property affording good public visibility. In all cases, the design and location of signs shall be subject to the approval of both parties, which approval shall not be unreasonably withheld. Buyer shall be responsible for any maintenance or repair of the sign. This section shall survive closing and delivery of the deed. The right to install the sign described above shall not be deemed to be an interest in real property held by Seller, but rather a contractual obligation between Buyer and Seller which shall not run with the land.

IN WITNESS of the foregoing provisions the parties have signed this Purchase and Sale Agreement below:

SELLER:

BUYER:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit corporation

CITY OF EL CERRITO, a California general
law city

By: _____
Gilman Miller, Senior Counsel

By: _____
Name: _____

Title: _____
Date: _____, 2013

Date: _____, 2013

EXHIBIT A

Legal Description

All that certain real property located in the City of El Cerrito, County of Contra Costa, State of California, described as follows:

PORTION OF LOT 3, AS SHOWN ON THE MAP OF SAN PABLO RANCHO, FILED MARCH 1, 1894 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM JOS. C. EYRING, ET AL., TO TRANSAMERICA TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, RECORDED DECEMBER 16, 1964, IN BOOK 4764 OF OFFICIAL RECORDS, PAGE 348, AT THE EASTERN CORNER OF LOT 36, AS SAID LOT IS SHOWN ON THE MAP OF TRACT 2822, FILED DECEMBER 16, 1964, MAP BOOK 101, PAGE 49, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINE OF SAID TRANSAMERICA TITLE INSURANCE COMPANY PARCEL ONE (4764 OR 348) AS FOLLOWS: SOUTH 38° 42' 40" EAST, 363.56 FEET; SOUTH 51° 17' 20" WEST, 381.23 FEET, NORTH 38° 42' 40" WEST, 270.00 FEET; SOUTH 70° 33' 48" WEST, 385.98 FEET; NORTH 23° 49' 25" WEST, 168.78 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, THE CENTER OF WHICH BEARS NORTH 23° 49' 25. WEST, AN ARC DISTANCE OF 77.98 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 87° 52' 09" EAST, THENCE CONTINUING ALONG SAID EXTERIOR LINE NORTH 14° 33' 55" EAST, 56.71 FEET; NORTH 0° 40' 09" WEST, 162.27 FEET; NORTH 22° 29' 52" EAST, 25.00 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 165 FEET, THE CENTER OF WHICH BEARS SOUTH 22° 29' 52" WEST, AN ARC DISTANCE OF 30.81 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 11° 43' 40" WEST; THENCE CONTINUING ALONG SAID EXTERIOR LINE NORTH 11° 43' 40" EAST, 25.00 FEET TO THE EXTERIOR LINE OF SAID TRACT 2322 (101 M 49); THENCE ALONG SAID EXTERIOR LINE AS FOLLOWS: SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 190 FEET THROUGH A CENTRAL ANGLE OF 07° 56' AN ARC DISTANCE OF 26.31 FEET; NORTH 15° 30' WEST, 93.00 FEET; NORTH 73° 30' EAST, 118.00 FEET; SOUTH 49° EAST, 258.00 FEET; SOUTH 81° 30' EAST 301.51 FEET; NORTH 05° 30' EAST, 12.139 FEET AND NORTH 63° EAST 137.119 FEET TO THE POINT OF BEGINNING.

APN: 505-142-014-8 and 505-142-012-2 and 505-142-013-0

EXHIBIT B

Form of Grant Deed

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Attn: Legal Department

MAIL TAX STATEMENTS TO SAME
ADDRESS AS ABOVE

Space above this line for Recorder's Use Only

APN(s): 505-142-014, 505-142-012 and 505-142-013

**THE UNDERSIGNED GRANTOR DECLARES THAT THE CITY OF EL CERRITO IS ACQUIRING TITLE
AND IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO R & T 11922**

GRANT DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("**Grantor**"), does hereby grant and convey to the **CITY OF EL CERRITO**, a California general law city ("**Grantee**"), all the real property situated in the County of Contra Costa, State of California, described at Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the above granted and described premises, together with all tenements, hereditaments, and appurtenances, including improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Grantor and in any way related to or accruing to the use and benefit of that real property, unto Grantee, and its assigns, but only to the extent such exist and are capable of transfer.

This conveyance is made, delivered and accepted subject to all covenants, conditions, restrictions, rights, rights-of-way, dedications, offers of dedication and easements of record or apparent.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of December, 2014.

THE TRUST FOR PUBLIC LAND, a California nonprofit
public benefit corporation

By: _____
Gilman Miller, Senior Counsel

Date: _____

Acknowledgment

State of California

County of _____

On _____ before me, _____ (a Notary Public in and
for said State), personally appeared

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property located in the City of El Cerrito, County of Contra Costa, State of California, described as follows:

PORTION OF LOT 3, AS SHOWN ON THE MAP OF SAN PABLO RANCHO, FILED MARCH 1, 1894 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM JOS. C. EYRING, ET AL., TO TRANSAMERICA TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, RECORDED DECEMBER 16, 1964, IN BOOK 4764 OF OFFICIAL RECORDS, PAGE 348, AT THE EASTERN CORNER OF LOT 36, AS SAID LOT IS SHOWN ON THE MAP OF TRACT 2822, FILED DECEMBER 16, 1964, MAP BOOK 101, PAGE 49, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINE OF SAID TRANSAMERICA TITLE INSURANCE COMPANY PARCEL ONE (4764 OR 348) AS FOLLOWS: SOUTH 38° 42' 40" EAST, 363.56 FEET; SOUTH 51° 17' 20" WEST, 381.23 FEET, NORTH 38° 42' 40" WEST, 270.00 FEET; SOUTH 70° 33' 48" WEST, 385.98 FEET; NORTH 23° 49' 25" WEST, 168.78 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, THE CENTER OF WHICH BEARS NORTH 23° 49' 25. WEST, AN ARC DISTANCE OF 77.98 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 87° 52' 09" EAST, THENCE CONTINUING ALONG SAID EXTERIOR LINE NORTH 14° 33' 55" EAST, 56.71 FEET; NORTH 0° 40' 09" WEST, 162.27 FEET; NORTH 22° 29' 52"EAST, 25.00 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 165 FEET, THE CENTER OF WHICH BEARS SOUTH 22° 29' 52" WEST, AN ARC DISTANCE OF 30.81 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 11° 43' 40" WEST; THENCE CONTINUING ALONG SAID EXTERIOR LINE NORTH 11° 43' 40" EAST, 25.00 FEET TO THE EXTERIOR LINE OF SAID TRACT 2322 (101 M 49); THENCE ALONG SAID EXTERIOR LINE AS FOLLOWS: SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 190 FEET THROUGH A CENTRAL ANGLE OF 07° 56' AN ARC DISTANCE OF 26.31 FEET; NORTH 15° 30' WEST, 93.00 FEET; NORTH 73° 30' EAST, 118.00 FEET; SOUTH 49° EAST, 258.00 FEET; SOUTH 81° 30' EAST 301.51 FEET; NORTH 05° 30' EAST, 12.139 FEET AND NORTH 63° EAST 137.119 FEET TO THE POINT OF BEGINNING.

APN: 505-142-014-8 and 505-142-012-2 and 505-142-013-0

EXHIBIT C

Form of Nonforeign Affidavit

NON-FOREIGN AFFIDAVIT
(entity)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person or entity. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**Transferor**"), the undersigned hereby certifies the following, on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Transferor is not a non-resident alien for purposes of U.S. income taxation.
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(iii).
3. Transferor's U.S. employer identification number is 23-7222333.
4. Transferor's office address is: The Trust for Public Land
 101 Montgomery, 9th Floor
 San Francisco, CA 94104

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete.

TRANSFEROR:

THE TRUST FOR PUBLIC LAND, a California nonprofit
public benefit corporation

By: _____
Gilman Miller, Senior Counsel

Date: _____

EXHIBIT D
PROFESSIONAL SERVICES FEE AGREEMENT

This Professional Services Fee Agreement ("**Fee Agreement**") is dated as of _____, 2013 between the **CITY OF EI CERRITO**, a California general law city ("**City**"), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("**TPL**"), with reference to the following facts:

RECITALS

A. City wishes to acquire certain real property consisting of approximately 7.61 acres located between Madera Circle, Potrero Avenue and Regency Court in the City of El Cerrito, California ("**Property**").

B. TPL has expertise in acquiring real property for public use, including without limitation, review of title, contracting for and analysis of environmental studies, negotiating and documenting the transaction, contracting for and analysis of an appraisal, and securing public and private financing for public agencies to use in acquiring such real property.

C. TPL used its expertise to enter into a Purchase and Sale Agreement with the current owner of the Property which, if consummated, will allow TPL to acquire and hold the Property from August 30, 2013 through December 17, 2014 ("**Buy-and-Hold Period**"). If TPL does not acquire the Property then the Fee Agreement shall terminate and no Professional Services Fee (defined below) shall be owed to TPL.

D. In exchange for TPL's expertise and expenditures in acquiring the Property, including without limitation, the costs to TPL for appraisals, title review, environmental assessment and testing, staff time, the grants application process, and any costs associated with ownership of the Property during the Buy-and-Hold Period and ultimately conveying the Property to the City, City agrees to compensate TPL for its professional services in accordance with the terms and conditions of this Fee Agreement. The parties acknowledge that the professional services fee payable to TPL described in this Fee Agreement constitutes payment for providing professional services and are not a payment for brokerage, lobbying or legal services.

E. During the Buy-and-Hold Period TPL will solicit public grant funds and partner with the local community to solicit private funds (collectively "**Matching Funds**") for City's purchase of the Property pursuant to terms of that Purchase and Sale Agreement between the City of El Cerrito and The Trust for Public Land to which this Fee Agreement is an exhibit. TPL makes no representation that its efforts to secure Matching Funds will succeed. However, as a demonstration of its confidence in and commitment to securing Matching Funds, TPL will forfeit its right to compensation from City if certain amounts of Matching Funds are not secured, as specified in this Fee Agreement.

F. City acknowledges that TPL is entering into this Fee Agreement in its own right and that TPL is not an agent of the current owner or any governmental agency or entity.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services.

a. TPL shall perform the tasks set forth on Exhibit A to this Fee Agreement, which Exhibit is incorporated into and made part of this Fee Agreement (the “**Services**”).

b. TPL shall perform the Services hereunder in strict compliance with applicable federal, state and local laws and regulations.

c. TPL shall determine the method, details, and means of performing the Services. City understands and hereby warrants that it retains no right to control the method and means by which the Services are to be performed by TPL.

d. TPL shall have no authority to act on behalf of or to bind City, including, without limitation, with respect to any third party contracts for goods or services.

2. Exercise of Judgment and Skill. TPL represents and warrants to City that TPL has specialized knowledge, training, and experience in real property acquisition, due diligence, and funding. TPL shall use TPL's specialized knowledge, training, and experience in the provision of Services to City pursuant to this Fee Agreement.

3. Professional Services Fee. City shall pay to TPL a fee (“Professional Services Fee”) as compensation for TPL's performance of the Services, as further described in Exhibit A to this Fee Agreement, payable in one lump sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) due at close of escrow when title to the Property is conveyed to the City.

So as to provide additional fundraising incentive, TPL agrees to forfeit all of the Professional Services Fee if less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) in Matching Funds is secured, provided, however, that in this event TPL shall share equally with the City in the private philanthropy amounts raised. In addition, the Professional Services Fee shall be reduced to SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) if precisely TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) in Matching Funds is secured.

4. Remedies. If City breaches this Fee Agreement, TPL may pursue all rights and remedies available to it, at law or equity, with respect to this Fee Agreement, independent of any recovery to which it may be entitled under the Purchase and Sale Agreement between TPL and the City. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

5. Entire Agreement; Waiver. This Fee Agreement constitutes the entire agreement between TPL and City pertaining to the Professional Services Fee and supersedes all prior and contemporaneous agreements, representations, and understandings between TPL and City. No

supplement, modification or amendment of this Fee Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Fee Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6. Severability. Each term of this Fee Agreement is severable from any and all other terms of this Fee Agreement. Should any term of this Fee Agreement be for any reason unenforceable, the balance shall still be of full force and effect.

7. Governing Law. This Fee Agreement will be governed by and interpreted in accordance with the laws of the State of California.

8. Counterparts. This Fee Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

9. Notices. All notices, requests, demands, approvals, consents or other communications required or permitted by this Fee Agreement shall be addressed as follows and shall be in writing and shall be sent by (a) nationally recognized overnight courier, or (b) email, facsimile, or telecopy and shall be deemed received (i) if delivered by overnight courier, when received as evidenced by a receipt, or (ii) if transmitted by email or facsimile, upon transmission, provided that the sender does not receive any indication that the fax or email has not been successfully transmitted. Any notice, request, demand, direction or other communication sent by facsimile or telecopy must also be sent within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To City: City of El Cerrito
10890 San Pablo Ave
El Cerrito, CA 94530-2323
Attn: Melanie Mintz
Email: MMintz@ci.el-cerrito.ca.us
Tel.: (510) 215-4339
Fax: _____

With a copy to: Meyers Nave
555 12th Street, Suite 1900
Oakland, CA 94607
Attn: Sky Woodruff
Email: swoodruff@meyersnave.com
Tel.: (510) 808-2000
Fax: (510) 444-1108

To TPL: The Trust for Public Land
101 Montgomery Street
Suite 900

San Francisco, CA 94104
Attn: Brendan Moriarty
Email: Brendan.Moriarty@tpl.org
Tel: (415) 800-5298
Fax: (415) 495-0541

With a copy to:

The Trust for Public Land
101 Montgomery Street
Suite 900
San Francisco, CA 94104
Attn: Gilman Miller, Esq.
Email: Gilman.Miller@tpl.org
Tel: (415) 800-8295
Fax: (415) 495-0541

Notice of change of address shall be given by written notice and in the manner detailed in this Section 9(i). Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or other communication sent.

IN WITNESS of the foregoing provisions, the parties have dated and signed this Professional Services Fee Agreement below.

CITY

CITY OF EL CERRITO, a California general law city

By: _____
Name; _____
Title: _____
Date: _____

TPL

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By: _____
Gilman Miller, Senior Counsel
Date: _____

Exhibit A

The Services to be rendered by TPL to City include the following, without limitation:

1. TPL has expertise in acquiring real property for public use and shall provide the City with the following Services:
 - a. Managing the relationship with the original owner and negotiating all aspects of the acquisition transaction;
 - b. Contracting for title work and reviewing condition of title;
 - c. Contracting for and analysis of environmental studies reports;
 - d. Contracting and reviewing a full narrative appraisal to substantiate value;
 - e. Preparing all required Agreements;
 - f. Properly documenting the transaction;
 - g. Comprehensive project management;
 - h. Buying and holding the property from August 30, 2013 to December 17, 2014.
2. TPL has expertise in public funding for conservation and maintains partnerships with public funding agencies, and TPL shall provide the City with the following Services:
 - a. Researching public funding opportunities for real property acquisition;
 - b. Collaborating closely with funding partners;
 - c. Developing grant applications, including writing, research and editing;
 - d. Advocating for the grant applications with the granting agencies;
 - e. Providing guidance and material support to the local private-capital campaign.

EXHIBIT E

DEFINITION OF ENVIRONMENTAL LAWS AND HAZARDOUS MATERIALS

As used herein, the term “Environmental Laws” means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning:

- (a) Pollution or protection of the environment, including natural resources;
- (b) Exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances;
- (c) Protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities;
- (d) The manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or
- (e) The use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. Section 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

As used herein, the term “Hazardous Materials” means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation:

thereof; (a) Petroleum or oil or gas or any direct or indirect product or by-product

(b) asbestos and any material containing asbestos;

(c) Any substance, material or waste regulated by or listed (directly or by reference) as a “hazardous substance”, “hazardous material”, “hazardous waste”, “toxic waste”, “toxic pollutant”, “toxic substance”, “solid waste” or “pollutant or contaminant” in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder;

(d) Any substance, material or waste which is defined as such or regulated by any “Superfund” or “Superlien” law, or any Environmental Law; or

(e) Any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

RESOLUTION 2013--XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A PURCHASE AND SALE AND PROFESSIONAL SERVICES AGREEMENT WITH THE TRUST FOR PUBLIC LAND TO ACQUIRE APN 505-142-014, -012 AND -013 ADJACENT TO THE CITY-OWNED HILLSIDE NATURAL AREA

WHEREAS, the City's General Plan identifies protecting natural resources and preserving open space as very important to the well being of the City (Goals R1 and PR2) ; and

WHEREAS, the City's Circulation Plan for Bicyclists and Pedestrians identifies the *Park Trail Connector* and *Hillside Pathways and Stairs* projects and articulates connecting the Hillside Natural Area North and South as a first implementation strategy; and

WHEREAS, the Trust for Public Land is a national conservation organization that has submitted a proposal to "buy and hold" an approximate 7.6-acre privately held property (APN 505-142-014, -012 AND -013) adjacent to the Hillside Natural Area to convey to the City for conservation and recreation purposes; and

WHEREAS, at its March 5 and May 21, 2013 meetings, the City Council directed staff to negotiate with Trust for Public for the potential purchase of the Property; and

WHEREAS, a Purchase and Sale Agreement with Trust for Public Land has been developed that specifies that the Trust for Public Land will acquire the Property from the current landowner and that the City will then acquire the Property from the Trust for Public Land; and

WHEREAS, the terms and conditions of the Purchase and Sale Agreement specify that the City will purchase the property from the Trust for Public Land and will pay the Trust for Public Land \$475,000 in cash at the close of escrow no later than December 17, 2014 ; and

WHEREAS, a combination of Measure WW, public grants and the proceeds from private fundraising efforts would be utilized for the December 17, 2014 payment; and

WHEREAS, the Parks and Recreation Commission at its June 26, 2013 meeting voted to recommend the use of Measure WW funds for this acquisition and also expressed its concern and hope that a limited amount of Measure WW funds would be used for the acquisition given other and additional community priorities; and

WHEREAS, Exhibit D to the Purchase and Sale Agreement is a Professional Services Agreement describing the services that will be provided by Trust for Public Land to acquire and convey the property to the City and to partner with the City to solicit public grant funds and with the local community group led by the Trail Trekkers to solicit private funds for the acquisition of the property; and

WHEREAS, the Professional Services Agreement outlines a graduated fee structure contingent upon the success of fundraising efforts; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of El Cerrito that the City of El Cerrito that it hereby authorizes the City Manager, or his designee, on behalf of the City, to enter into a Purchase and Sale Agreement and Professional Services Agreement with the Trust for Public Land to acquire APN 505-142-014, -012 and -013 adjacent to the City-owned Hillside Natural Area and to make all approvals and take all actions, with the advice of the City Attorney, necessary or appropriate to carry out and implement the terms of the Purchase and Sale Agreement and Professional Services Agreement, including the recordation of necessary documents.

I CERTIFY that at a regular meeting on July 16, 2013, the City Council 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 July X, 2013

Cheryl Morse, City Clerk

APPROVED:

Janet Abelson, Mayor Pro Tem



AGENDA BILL

Agenda Item No. 7(B)

Date: July 16, 2013
To: El Cerrito City Council
From: Karen Pinkos, Assistant City Manager
Subject: Results of Survey by Godbe Research on Development of Future City Facilities

ACTION REQUESTED

Receive a presentation from Godbe Research on the results of their telephone survey of El Cerrito residents to ascertain voter opinions related to the potential funding for future City facilities (library, public safety building and recreational facilities) and discuss and provide comments and feedback.

BACKGROUND

The City's Strategic Plan identifies "Develop and Rehabilitate Public Facilities as Community Focal Points" as a primary goal. The strategies outlined for this goal include continuing to assess facilities to prioritize and strategize investment (i.e., library, public safety building, senior center, community center).

In the FY 2013-14 Adopted Budget, no funds are identified in the Capital Improvement Program (CIP) for investment in either rehabilitating or building new library, public safety or recreational facilities. Current economic conditions, the loss of the Redevelopment Agency, and lack of available grant funding are all factors in the inability to fund new or renovated buildings. Because no new revenue streams have been identified nor projected, City staff has concluded that it appears the best method for funding for new public facilities must ultimately rely on new revenue generated by a measure approved by the voters of El Cerrito.

To that end, in May of this year, City staff engaged Godbe Research to perform a statistically valid survey related to potential future revenue measures. Although the economy appears to be in a fragile recovery, staff feels it is important to continue to survey the voters to determine the priorities for these unfunded projects in case there is a willingness to go forward on a future revenue measure, and to leave ample time (ideally at least one to two years) in order to run an adequate public education program similar to the City's previous successful revenue measures.

Godbe Research was originally selected as the City's polling and research firm as a result of a competitive procurement process. Since that time, they have assisted the City in survey research related to the Utility Users Tax, Landscape and Lighting Assessment District, communication methods, the Senior Center, capital improvement programs, the street improvement program Measure A, and the sales tax Measure R. Godbe has also provided valuable assistance with determining timing of potential measures as well as development of ballot phrasing and language. Tonight they will present the key findings from their research and be prepared to answer questions.

ANALYSIS

As the results of the survey indicate, there appears to be the necessary two-thirds support for a new library building, as well as support for several elements of recreational/community center facilities that could be harmonious with a library. Staff has initiated the update of the Needs Assessment for the El Cerrito Library, and will incorporate the survey data within this process.

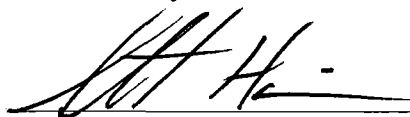
Should the City Council concur that staff should pursue development of a new library facility, staff will consider the next steps in this process. These include, but are not limited to, identification of funding for necessary studies and plans and ultimately design and construction; engagement of an architectural firm to assist with massing studies, elevations and ultimately design; a second, more targeted polling survey (similar to the approach on the 2008 Measure A); possible site studies (e.g., seismic and hazardous materials) and environmental review; and engagement of a consultant for development of a public information strategy.

The survey results also indicate that November 2016 is the likely best choice for a ballot measure, particularly since a Presidential election always results in the highest voter turnout. In order to achieve that date, a general timeline could be the following:

2013-2014	• Update Needs Assessment • Request For Proposals for architectural services • Site for building identified and secured
2015	• Conceptual design of building • Site studies and Environmental Review • Financing Plan developed • Public outreach efforts begin
2016	• Public information continues • Refined voter survey • City Council places measure on the ballot

After consideration of the survey results, City Council feedback, the Needs Assessment update, and budget analysis, staff would then expect to return to Council later this year with recommendations for completion of the identified tasks necessary to move forward with a ballot measure.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Godbe Research presentation



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City of El Cerrito: 2013 Revenue Measure Feasibility Survey

July 2013

Overview and Research Objectives

The City of El Cerrito commissioned Godbe Research to conduct a survey of local voters with the following research objectives:

- Assess potential voter support for either a public safety, library or community and senior center bond measure;
- Determine the tax threshold for a bond measure;
- Prioritize projects and programs to be funded with the proceeds;
- Test the influence of supporting and opposing arguments on potential voter support;
- Test an alternative sales tax approach; and
- Identify any differences in voter support due to demographic and/or voter behavioral characteristics.

Methodology Overview

➤ Data Collection	Telephone Interviewing
➤ Universe	12,986 registered likely November 2016 voters in the City of El Cerrito, with sub-samples of likely November 2014 voters, and likely June 2016/2014 voters.
➤ Fielding Dates	May 29 through June 10, 2013
➤ Interview Length	18.75 minutes
➤ Sample Size	504 Likely November 2016 voters 399 Likely November 2014 voters 308 Likely June 2016/2014 voters
➤ Margin of Error	± 4.3% Likely November 2016 voters ± 4.8% Likely November 2014 voters ± 5.5% Likely June 2016/2014 voters



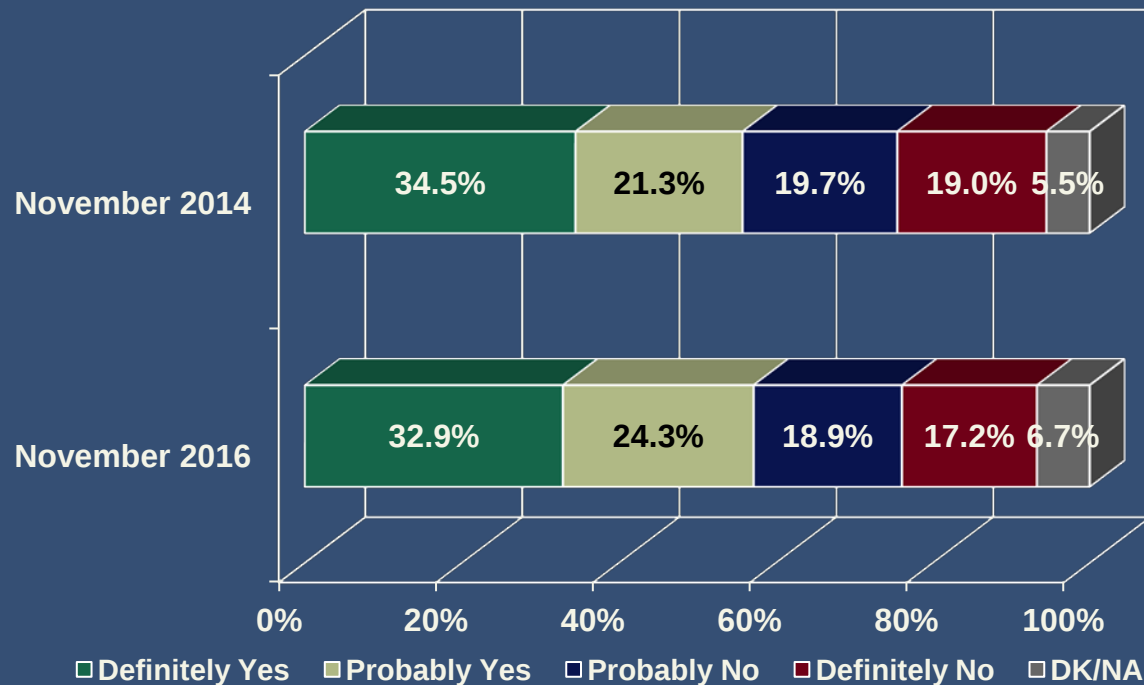
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Key Findings

Uninformed Support: Public Safety Bond

As a test of uninformed support, a split sample of voters in the City of El Cerrito were read only a ballot question that summarized the main features of a \$25 million bond measure designed to benefit public safety. In response, likely November 2014 and likely November 2016 voters indicated similar levels of support for the measure, with total support at 55.8% and 57.2%, respectively. In comparison, total opposition was at 38.7% for likely November 2014 voters and 36.1% for likely November 2016 voters, with the remaining undecided (DK/NA). These results indicate that there is a base of support, but it falls short of the two-thirds requirement, especially when the margin of error is accounted for (4.8% November 2014 and 4.3% November 2016).



In the future, voters in El Cerrito may be asked to vote on local ballot measures. Let me read you the description of one of these potential measures:

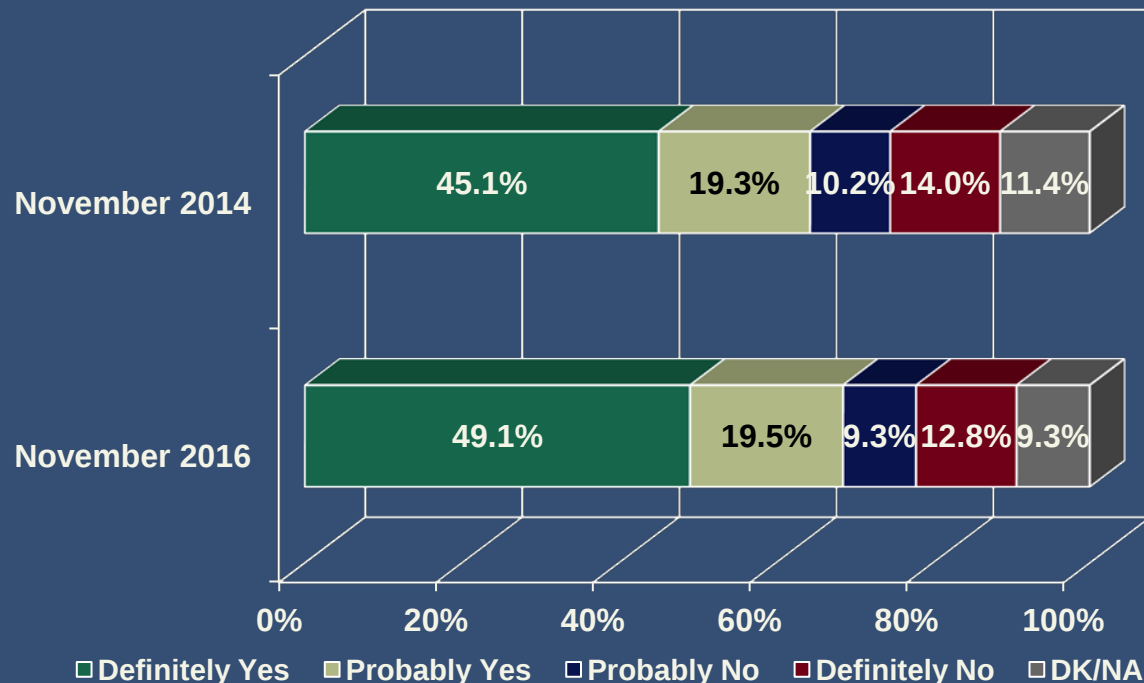
To protect the safety of El Cerrito residents and maintain rapid emergency response times by replacing the aging fire and police station with a new building that will:

- accommodate the firefighters and police officers needed to protect and patrol neighborhoods;
- provide firefighters and police space for modern equipment and technology; and
- be designed survive a major earthquake;

shall the City of El Cerrito issue \$25 million dollars in bonds with independent oversight and all funds staying local?

Uninformed Support: Library Bond

As a test of uninformed support for a bond measure to replace the aging current library, voters in the City were read only a ballot question that summarized the main features of a \$25 million bond measure. Those voters identified as likely November 2014 voters indicated a slightly lower level of support for the measure than the likely November 2016 voters, with total support at 64.4% and 68.6%, respectively. Total opposition was at 24.2% for likely November 2014 voters and 22.1% for likely November 2016 voters. Approximately one in ten voters was undecided (DK/NA) for each universe. These results show that there is a base of support, but when the margin of error is accounted for (4.8% November 2012 and 4.3% November 2016), both universes fall slightly short of the necessary two-thirds threshold..



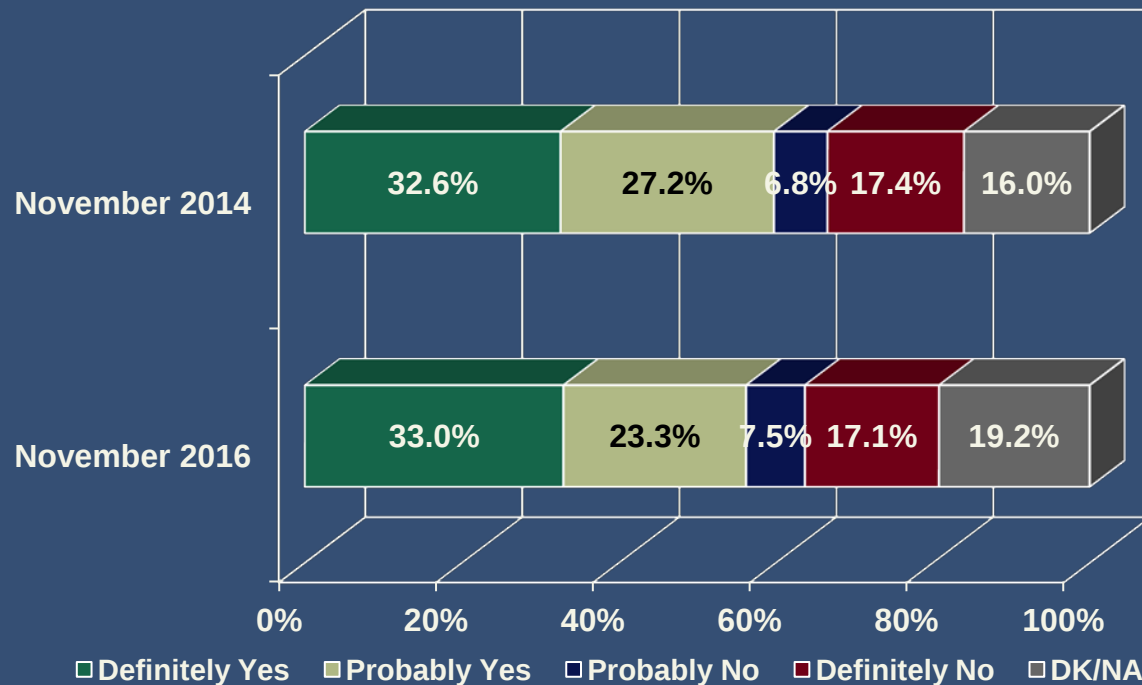
To meet educational, informational, and recreational needs of El Cerrito by replacing the aging library with a modern 21st century library and learning center, that includes:

- Expanded space for book and material collections;
- Dedicated space for children and teens, a homework center, public access computers, family activities, and quiet reading;
- A safe, energy efficient library that meets earthquake and fire codes;

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Uninformed Support: Community and Senior Centers and Clubhouses Bond

For the test of uninformed support for a bond measure to fund replacing or modernizing the aging community center, senior center and park clubhouses, voters were read only a ballot question that summarized the main features of a \$25 million bond measure. For this ballot test, those identified as likely November 2014 voters indicated slightly higher support for the measure over likely November 2016 voters, with total support at 59.8% and 56.3%, respectively. Total opposition was at 24.2% for November 2014 and 24.6% for likely November 2016 voters, with the remaining undecided (DK/NA). These results indicate that there is a base of support, but when the margin of error is accounted for (4.8% November 2012 and 4.3% November 2016), support falls short of the two-thirds requirement.

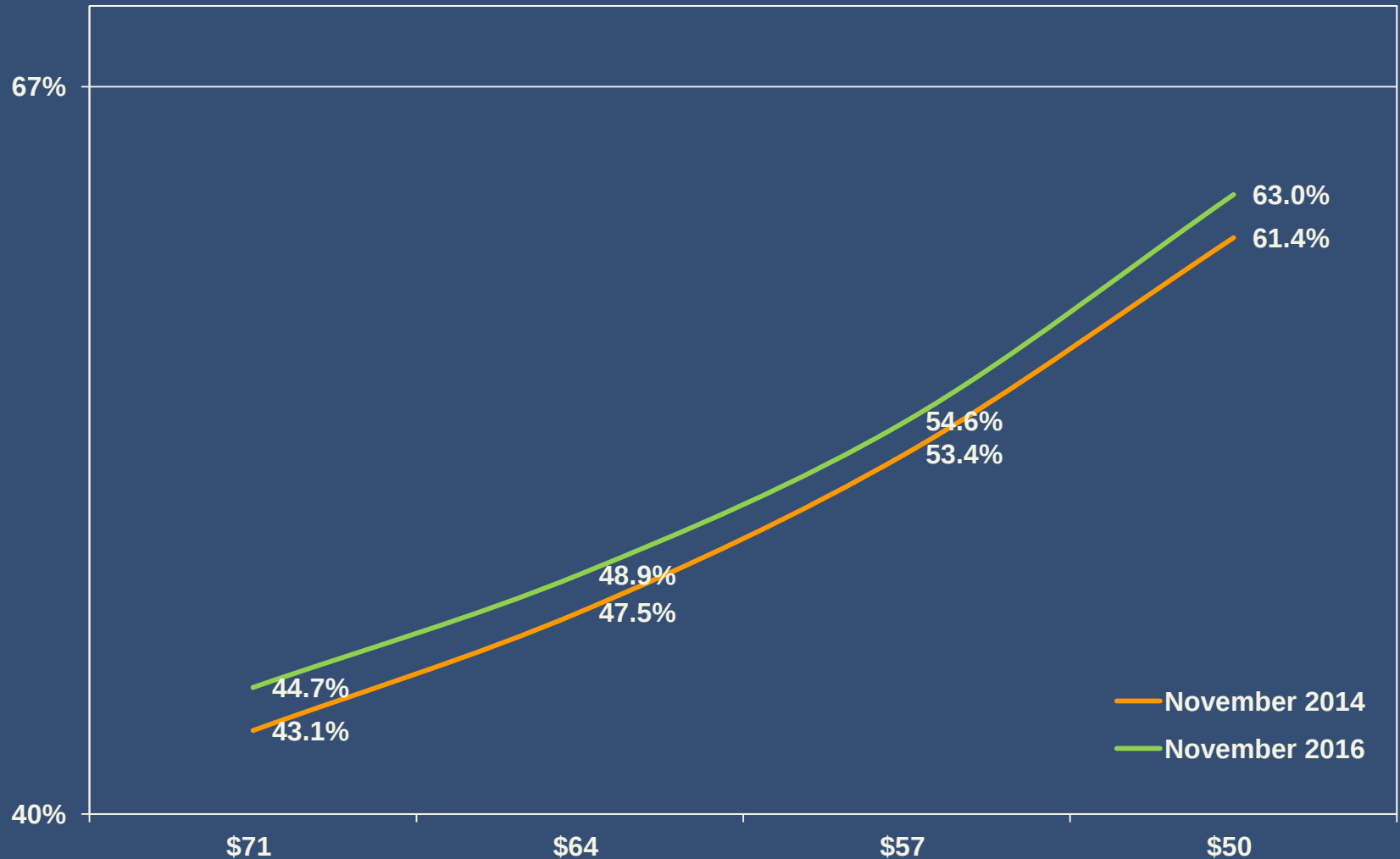


To meet recreational needs of El Cerrito residents by replacing or modernizing the aging community center, senior center and park clubhouses including:

- Program and spaces for arts, crafts, music, dance, wellness, parties, festivals, special events and other activities;
- Computer labs;
- Improved facilities for children, seniors and disabled residents;
- Safe, energy efficient facilities that meet earthquake and fire codes;

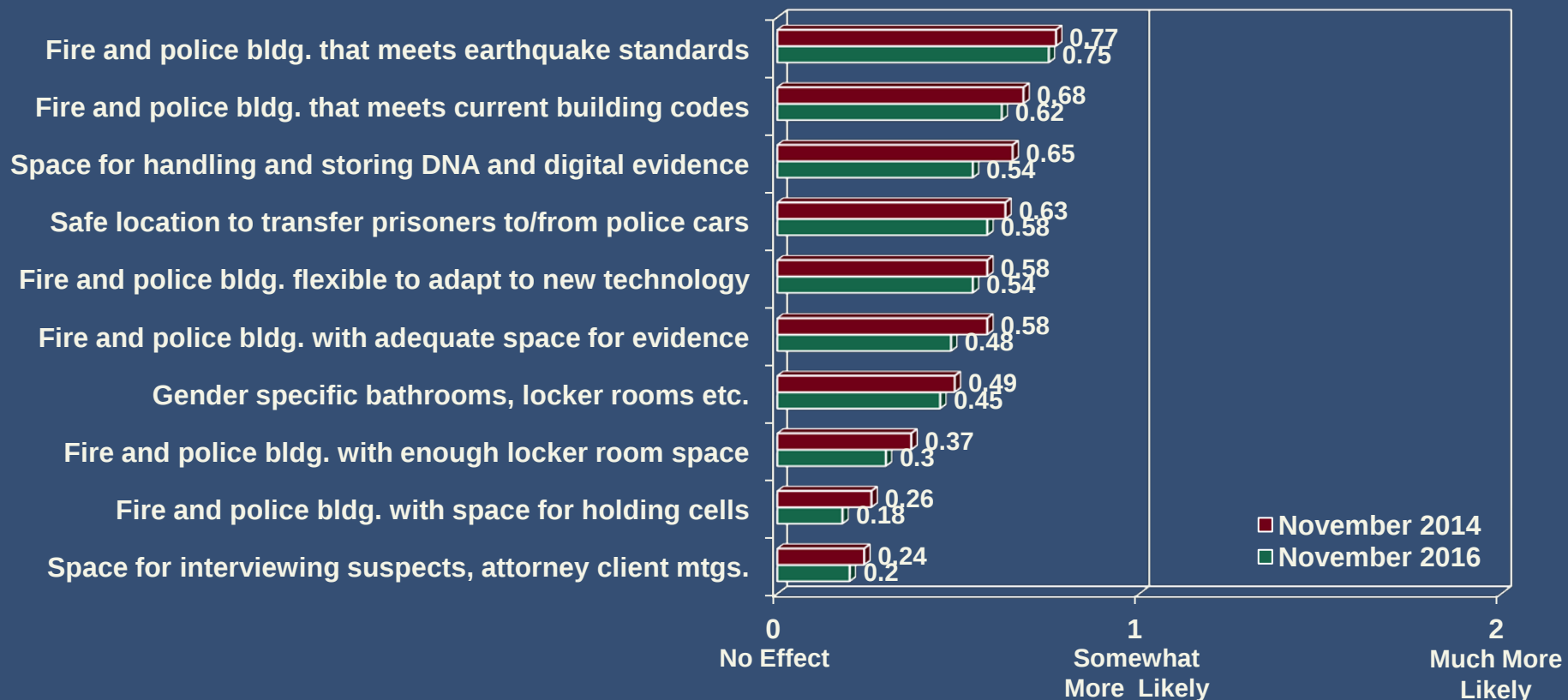
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Support for Different Rates



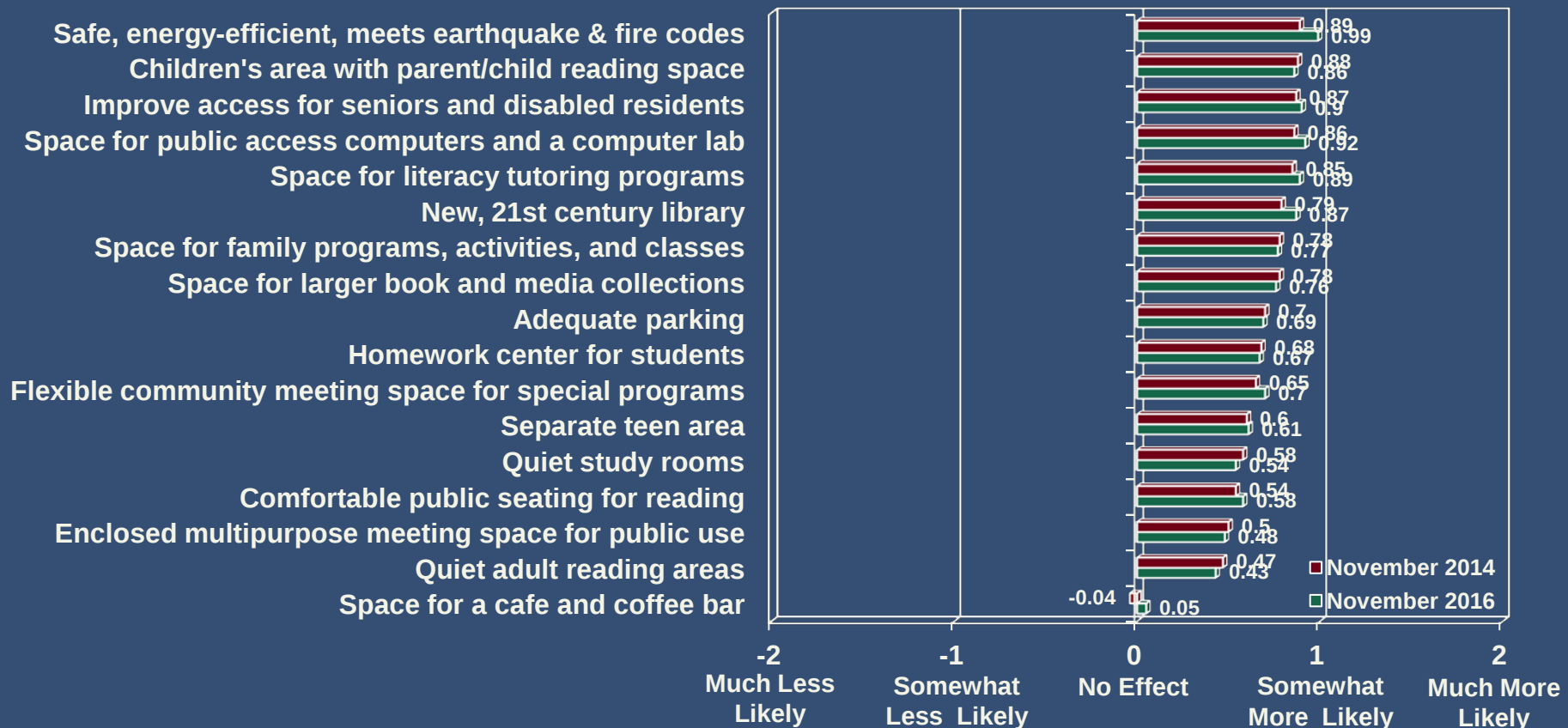
Features of the Measure: Public Safety Measure

Respondents were then presented with 10 potential public safety projects and facilities-related benefits, and asked whether they would be more or less likely to vote for the measure upon hearing each. None of these programs, made the voters “somewhat more likely” to support the measure (mean score of 1.0 or higher). However, the feature “Fire and police bldg. that meets earthquake standards” made at least 62.4% of the likely November 2016 voters somewhat more likely to vote for the measure.



Features of the Measure: Library Measure

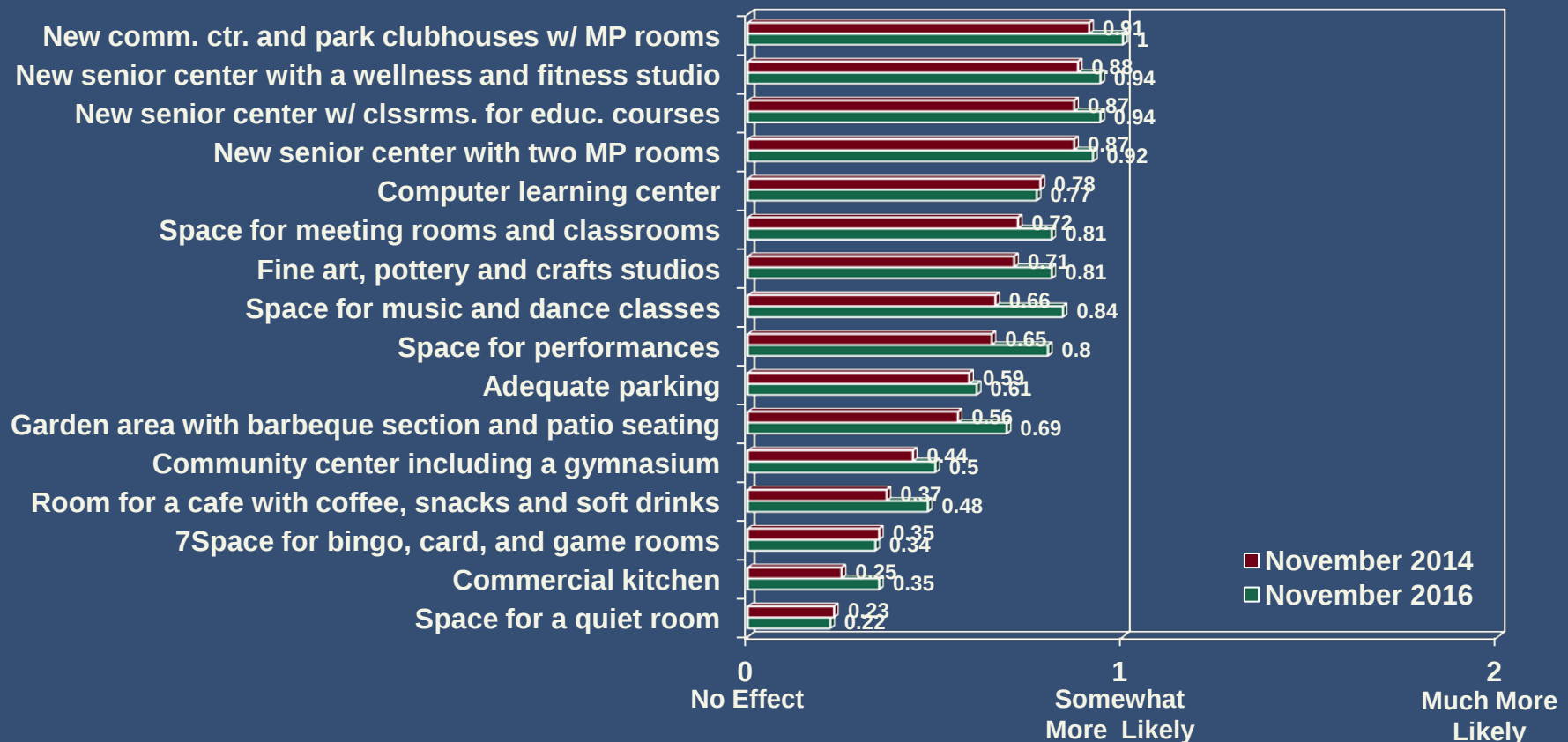
The next sample of voters were then presented with 17 potential features and benefits for the library bond measure. Similar to the public safety measure results, none of these programs made the voters “somewhat more likely” to support the measure (mean score of 1.0 or higher). However, the features “Space for public access computers and a computer lab” and “Safe, energy-efficient, meets earthquake & fire codes” made at least 70% of the likely November 2016 voters somewhat more likely to vote for the measure.



Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Much More Likely" = +2, "Somewhat More Likely" = +1, "No Effect" = 0, "Somewhat Less Likely" = -1, and "Much Less Likely" = -2.

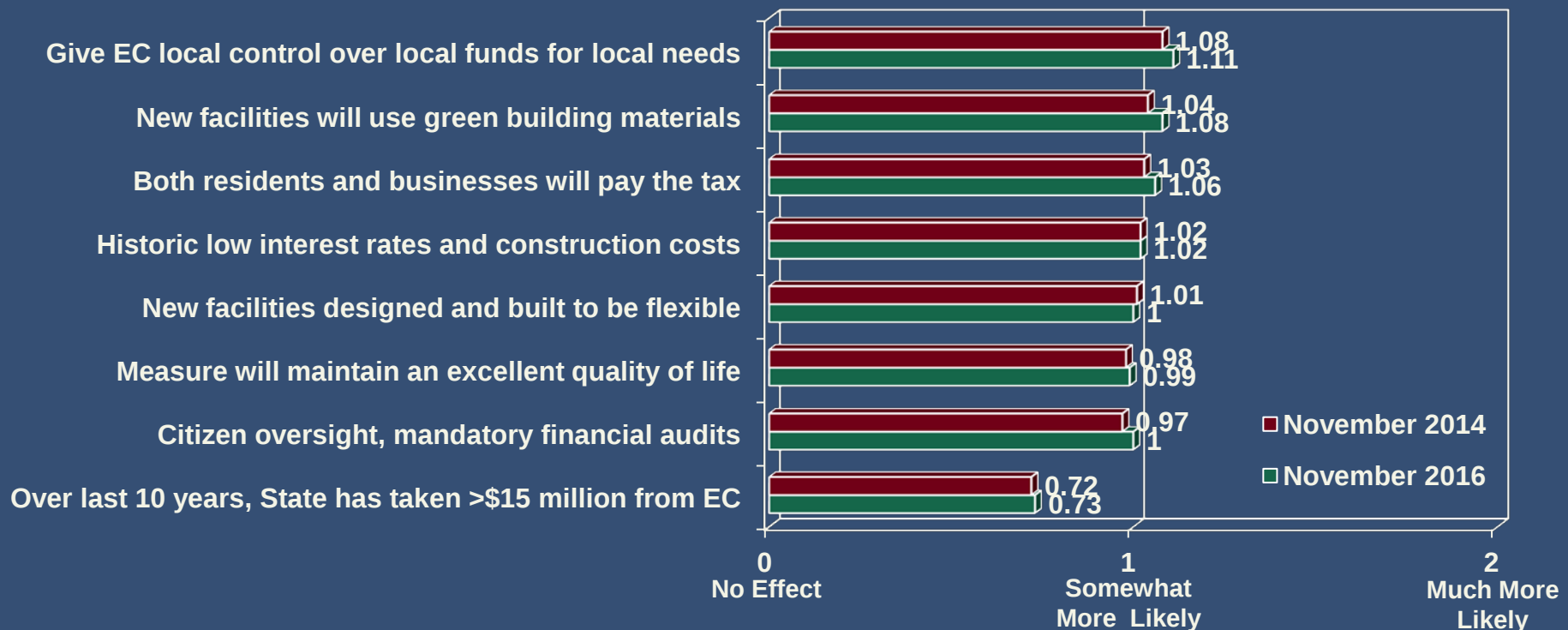
Features of the Measure: Community and Senior Centers and Clubhouses

When presented with 16 potential features for the community and senior centers bond measure, none of these programs made the voters “somewhat more likely” to support the measure (mean score of 1.0 or higher). However, the features “New senior center with a wellness and fitness studio,” “New senior center with two MP rooms,” “New senior center w/ clsrms. for educ. courses” and “New comm. ctr. and park clubhouses w/ MP rooms” made at least 65% of the likely November 2016 voters somewhat more likely to vote for the measure.



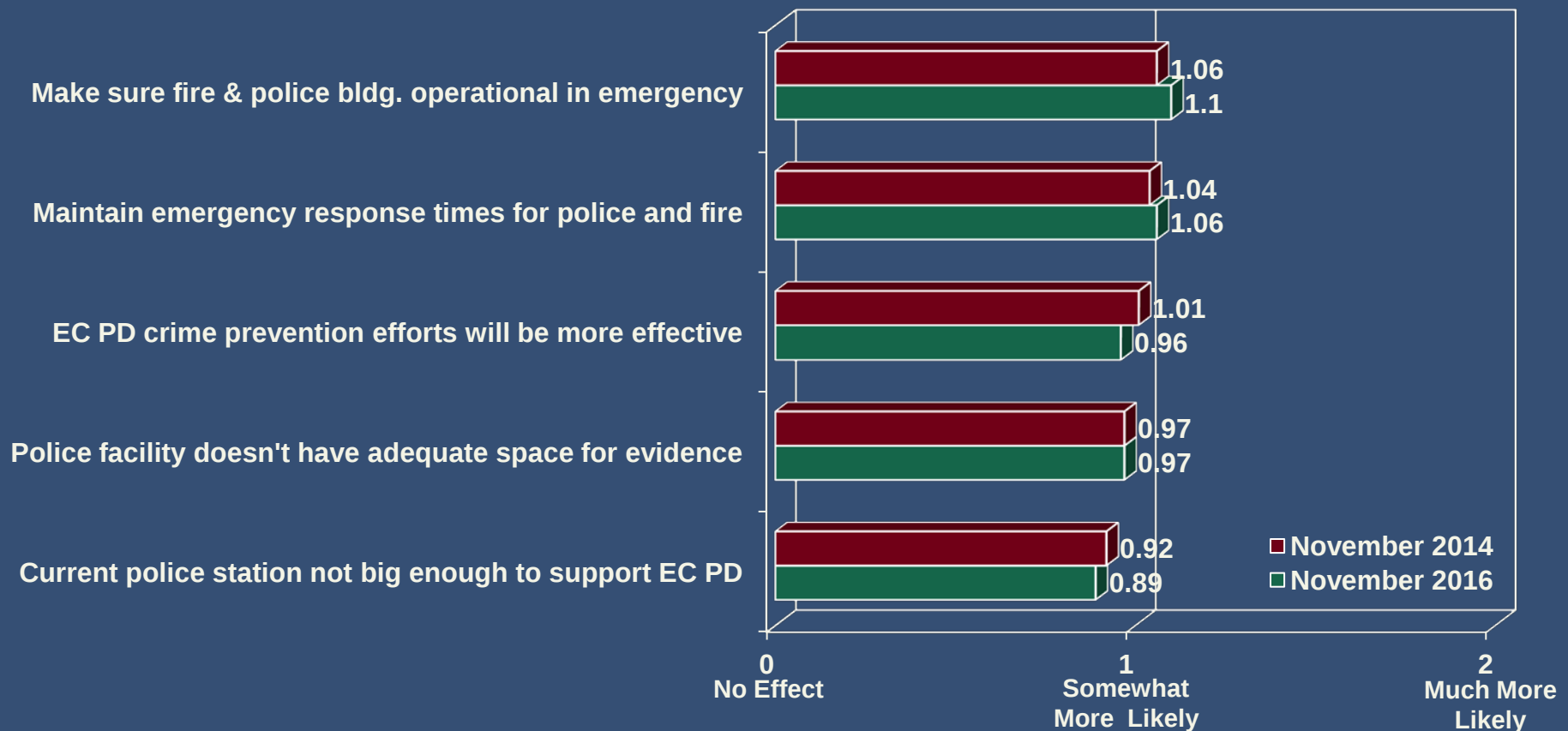
Influence of Supporting Statements: Overall

Responses to the supporting arguments were coded and averaged such that a higher score indicated a message made voters more likely to vote yes. Six of the eight arguments made likely November 2016 voters “somewhat more likely” to support the measure (mean scores higher than 1.0). Four of the statements (“Give EC local control over local funds for local needs,” “Both residents and businesses will pay the tax,” “Historic low interest rates and construction costs,” and “New facilities will use green building materials”) each made at least 60% of the voters “Somewhat more likely” to support the measure.



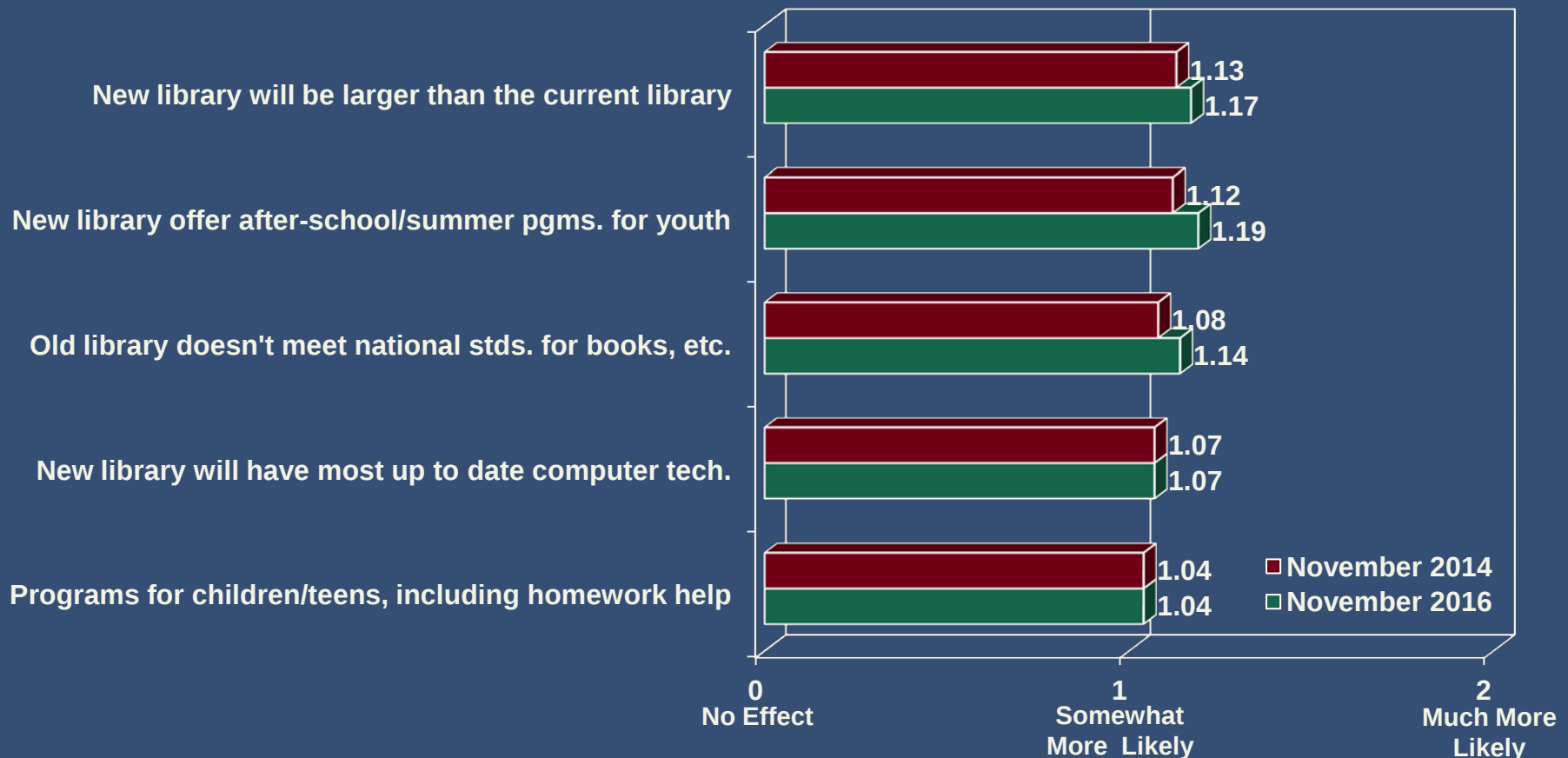
Influence of Supporting Statements: Public Safety Measure

Two of the five arguments made likely November 2016 voters “somewhat more likely” to support the public safety measure (with mean scores higher than 1.0). All but one of the statements (“Current police station not big enough to support EC PD”) made at least 60% of the voters “Somewhat more likely” to support the measure.



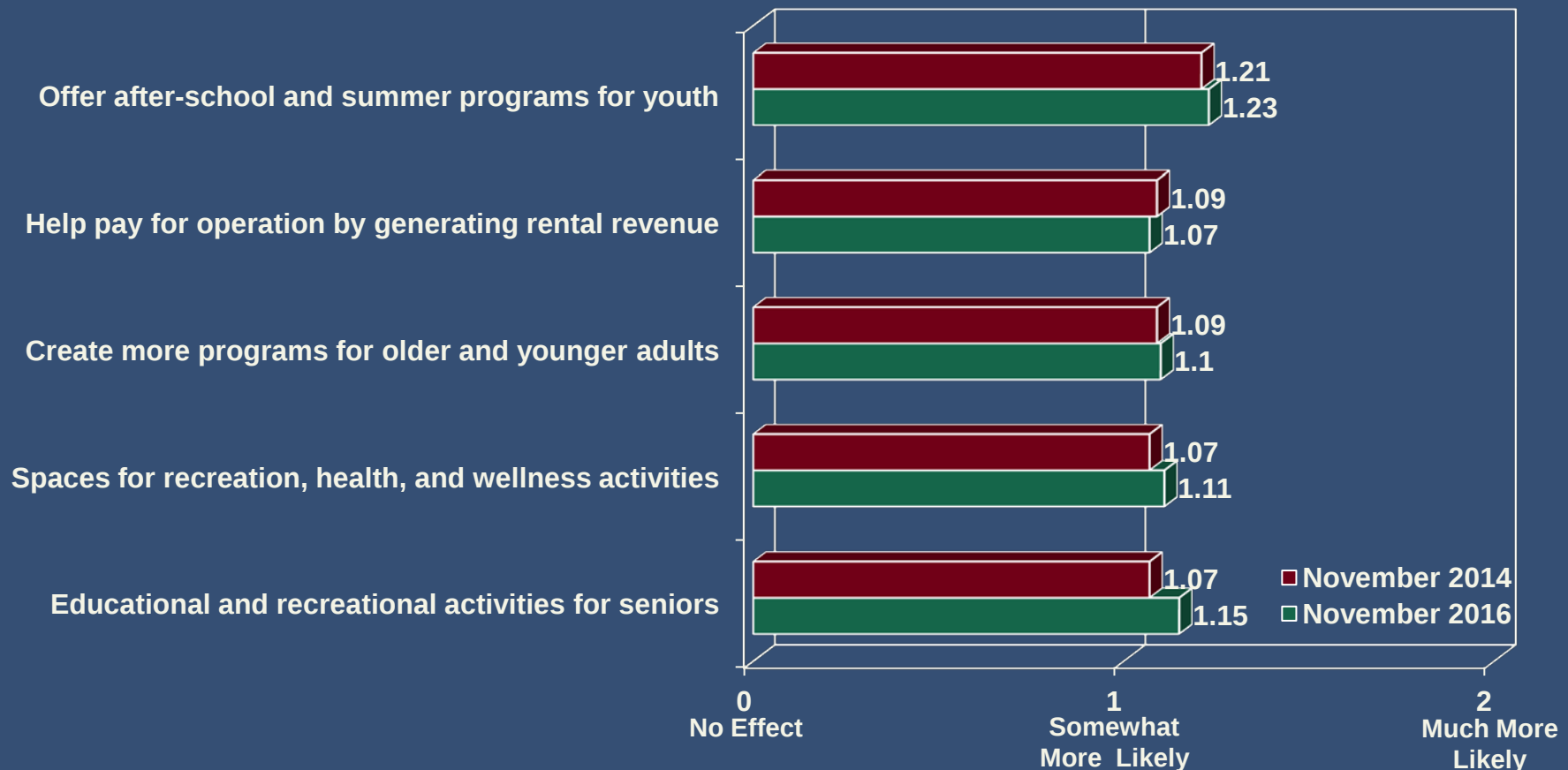
Influence of Supporting Statements: Library Measure

For the library measure, all of the five arguments made likely November 2016 voters “somewhat more likely” to support the measure (with mean scores higher than 1.0). Two of the statements (“New library will be larger than the current library” and “New library will offer after-school/summer pgms. for youth”) each made at least 70% of the voters “Somewhat more likely” to support the measure.



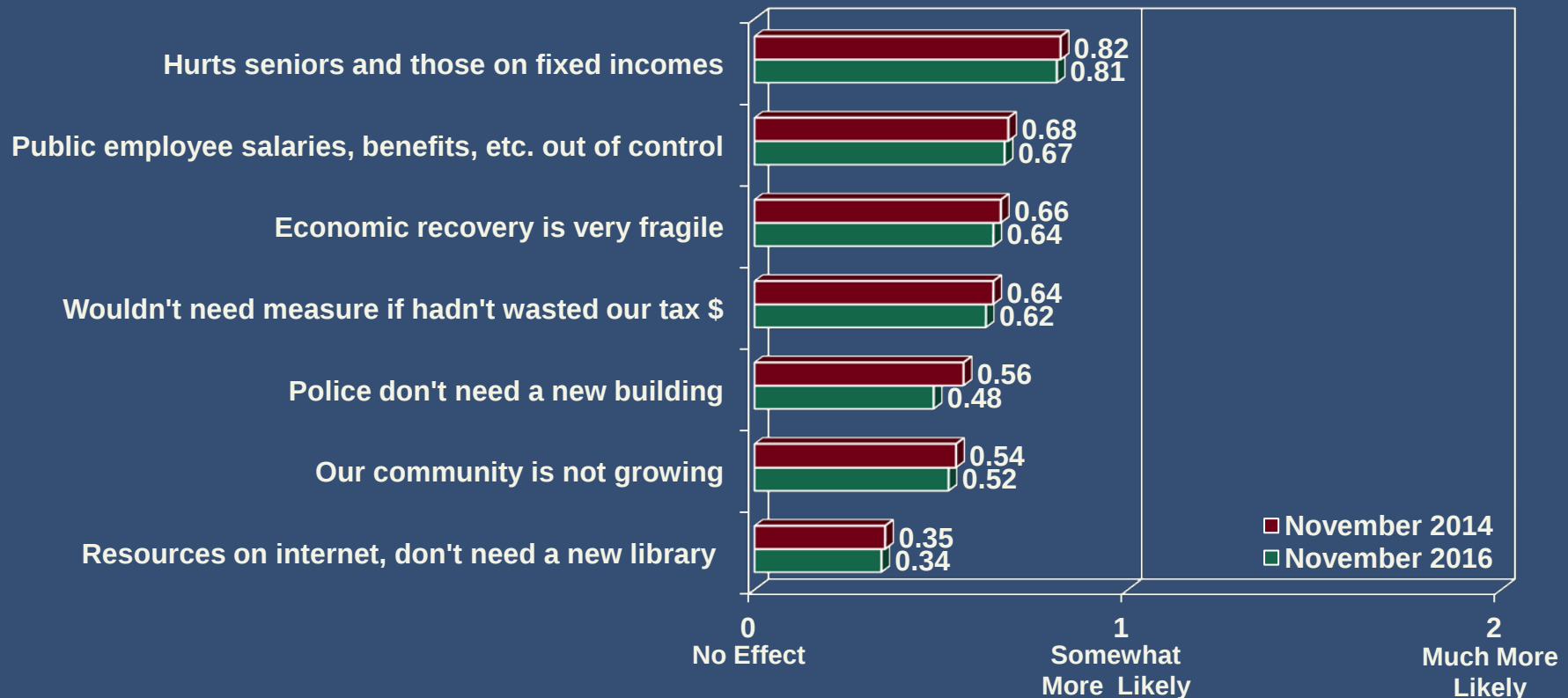
Influence of Supporting Statements: Community and Senior Centers and Clubhouses

All of the of the five statements in support of the community and senior centers and clubhouses made likely November 2016 voters “somewhat more likely” to support the measure (with mean scores higher than 1.0). In addition, each of the arguments made at least 60% of the voters “Somewhat more likely” to support the measure.



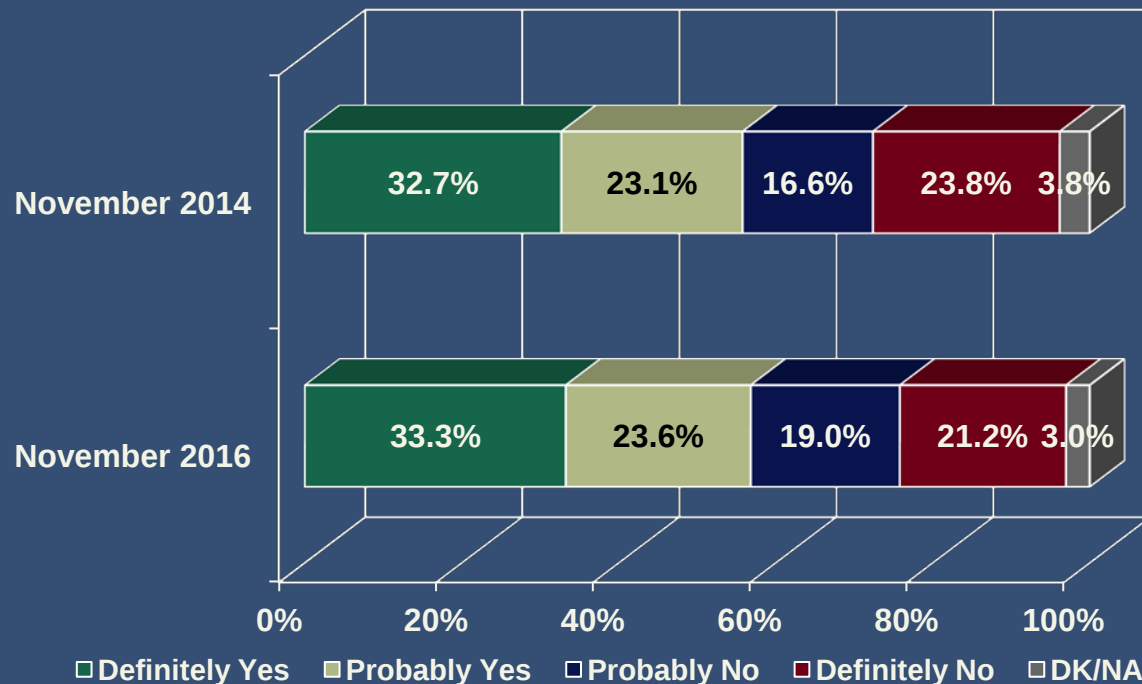
Potential Opposition Statements: All Measures Combined

Responses to the potential opposition arguments were coded and averaged such that a higher score indicated an argument made voters more likely to vote no. None of the arguments reached the level of making the voter "Somewhat more likely" to vote no (mean score of 1.0 or higher). However, the top scoring statement, "Hurts seniors and those on fixed incomes," made at least 50% of the respondents somewhat more likely to oppose the measure.



Informed Support: Public Safety Bond

After simulated public information, total support for a \$25 million dollar public safety bond measure among likely November 2014 voters was at 55.8% (32.7% “definitely yes” and 23.1% “probably yes”) and likely November 2016 voters was at 56.9 (33.3% “definitely yes” and 23.6% “probably yes”). The results of each election cycle are statistically unchanged from support in the initial ballot test.



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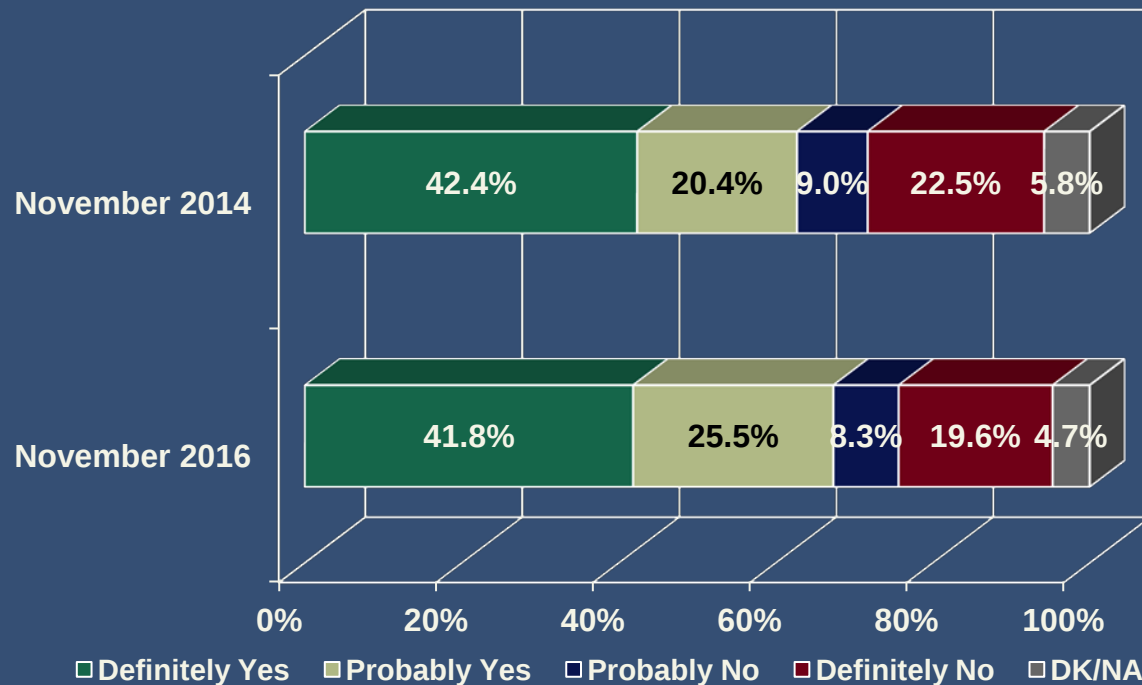
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Informed Support: Library Bond

Among likely November 2014 voters and likely November 2016 voters, total informed support for the \$25 million dollar library bond measure was at 62.8% (42.4% “definitely yes” and 20.4% “probably yes”) and 67.3% (41.8% “definitely yes” and 25.5% “probably yes”), respectively. The final ballot test results are statistically unchanged from support in the initial ballot test. On the other hand, total opposition increased for both election cycles. Total opposition for the November 2014 election cycle increased from 24.2% to 31.4%, and increased from 22.1% to 28.0% for the November 2016 election cycle, largely due to the decrease in undecided voters.



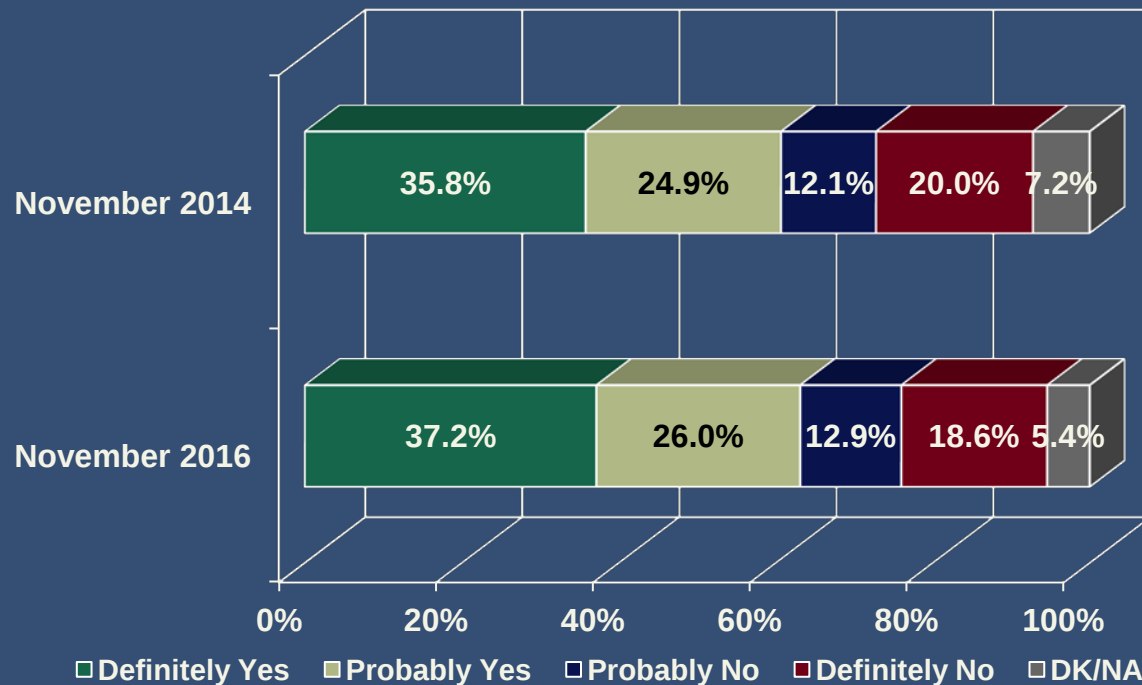
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Informed Support: Community and Senior Centers and Clubhouses Bond

The final informed support for the community and senior centers and clubhouses bond measure ballot test shows total support for the proposed measure among likely November 2016 increased from 56.3% in the initial ballot test to 63.1% in the final ballot test. For the November 2016 election cycle, total opposition also increased from 24.6% to 31.4%, and DK/NA responses decreased to 5.4% in the second ballot test from 19.2% in the initial ballot test. The November 2014 results saw a similar increase in total opposition (24.2% initial ballot test vs. 32.1% final ballot test) along with a significant decrease in DK/NA response (16.0% initial ballot test vs. 7.2% final ballot test).



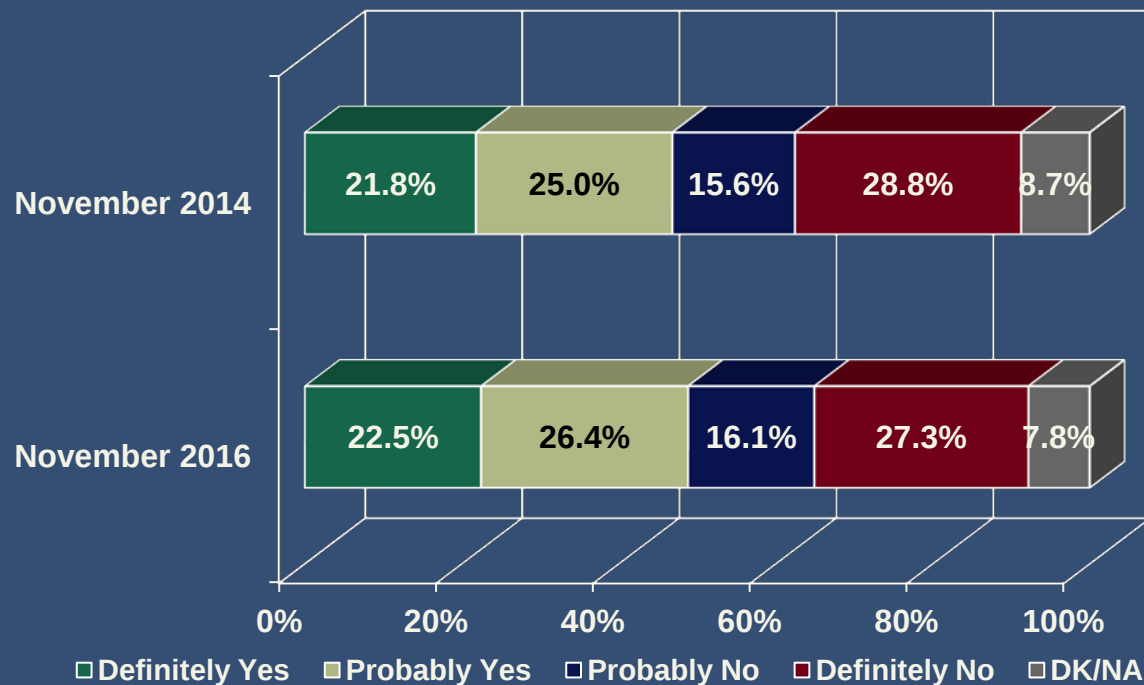
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Support for Alternative Sales Tax Measure: Public Safety

In the last section of the survey, respondents were asked if they would support a sales tax measure in place of the earlier proposed bond measure. Total support for the alternative sales tax measure to fund public safety projects and programs was similar between the November 2014 and November 2016 elections cycles. However, support for a sales tax measure was significantly lower than the previously proposed bond measure, with a slight increase in DK/NA response.



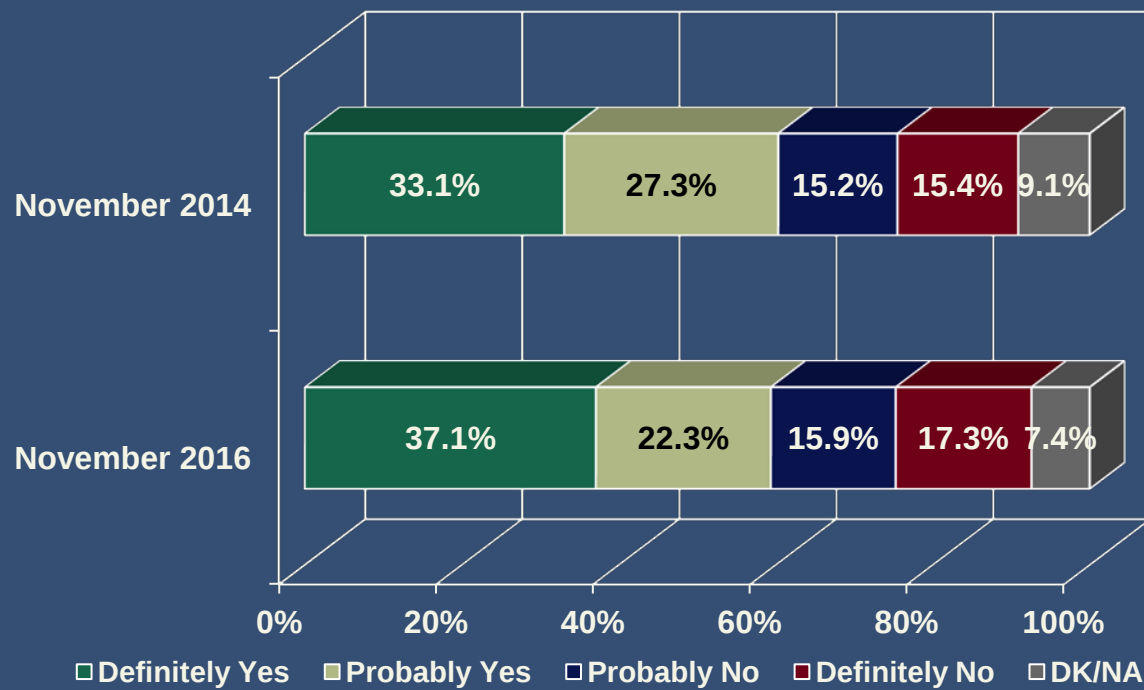
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shall El Cerrito extend the existing local sales tax, for twenty years, with citizens' oversight, annual independent audits, and all funds staying local, none to Sacramento?

Support for Alternative Sales Tax Measure: Library

Total support and opposition for the alternative sales tax measure to fund library projects and programs was statistically the same for the November 2014 and 2016 election cycles. While total support and opposition levels were the same for the bond measure versus the sales tax alternative in the November 2014 election cycle, there was a sizable drop in support from the bond measure to the alternative sales tax measure for the 2016 election.



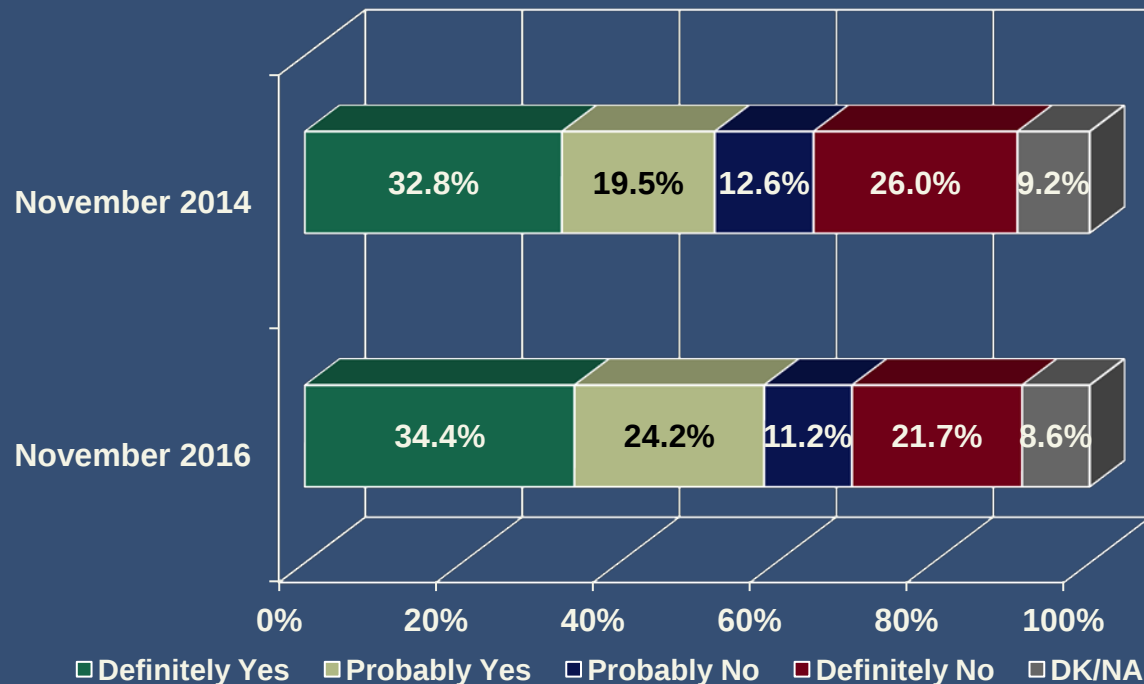
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Support for Alternative Sales Tax Measure: Community and Senior Centers and Clubhouse

Total support and opposition for the alternative sales tax measure to fund community and senior centers and clubhouse projects and programs in the November 2016 election cycle was slightly higher than the November 2014 election cycle. However, there was a sizable drop in support from the bond measure to the alternative sales tax measure for both November 2014 and 2016 election cycles.



To meet recreational needs of El Cerrito residents by replacing or modernizing the aging community center, senior center and park clubhouses including:

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shall El Cerrito extend the existing local sales tax, for twenty years, with citizens' oversight, annual independent audits, and all funds staying local, none to Sacramento?



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Summary and Recommendations

Summary and Recommendations

- The survey revealed a numerical base of voter support for a library bond measure in the November 2016 election universe, and Godbe Research recommends that the City of El Cerrito begin the process of preparing for a bond measure in a future election.
 - While support for the library bond measure is higher in the November 2016 election, the difference between November 2016 and November 2014 is not statistically significant.
 - While there is a consistent numerical advantage for the library bond measure when compared with the public safety and community/senior centers measures, it is not possible to say that this is statistically significant given the split sample methodology.
- The survey results indicate potential voter support for an affordable bond measure for municipal facilities.
 - Specifically, support for the bond measure was 63% when likely November 2016 voters were provided with information on the associated annual property tax rate of \$50 per \$100,000 in assessed value and 61% among likely November 2014 voters at the same rate.
- The survey suggests that there is no benefit in a sales tax approach when compared to a general obligation bond measure.
- The survey results indicate the City of El Cerrito should:
 - Begin the detailed planning necessary to refine a library project including costs.
 - Begin a strategic community outreach and public information effort to support the planning process and demonstrate the need for the measure.
 - Be prepared to head off voter concerns and misperceptions with respect to the impact on seniors, and public sector salaries and benefits.



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