



AGENDA

SPECIAL CITY COUNCIL MEETING
Monday, December 19, 2011 – 6:45 p.m.
Hillside Conference Room

CONCURRENT CITY COUNCIL/REDEVELOPMENT AGENCY MEETING
Monday, December 19, 2011 – 7:30 p.m.
City Council Chambers

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

Bill Jones – Mayor

Mayor Pro Tem Greg Lyman
Councilmember Rebecca Benassini

Agency Chair/Councilmember Ann Cheng
Councilmember Janet Abelson

6:45 p.m. ROLL CALL

CONVENE SPECIAL CITY COUNCIL MEETING

ORAL COMMUNICATIONS FROM THE PUBLIC

Comments are limited to 3 minutes per person and to this special agenda only.

COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

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

ROLL CALL

7:30 p.m. CONVENE CONCURRENT CITY COUNCIL/REDEVELOPMENT AGENCY MEETING

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG** – led by Councilmember Cheng.
- 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.)

City Hall Holiday Closure from December 23, 2011 through January 2, 2012 – Scott Hanin, City Manager.

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. PRESENTATION – None

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

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.

JOINT CITY COUNCIL/REDEVELOPMENT ITEM

A. Minutes for Approval

Approve the December 5, 2011 Concurrent City Council/Redevelopment Agency meeting minutes.

CITY COUNCIL ITEMS

B. Change the Meeting Day and Time of City Council Meetings

Introduce by title, waive any further reading and approve an ordinance amending Sections 2.04.010 (“Meeting – Regular”) and 2.04.030 (“Meeting – Place”) of the El Cerrito Municipal Code to change and fix the day, time and place of City Council meetings.

C. Various Traffic & Parking Revisions

Adopt three separate resolutions authorizing the Public Works Director/City Engineer to:

1. Install stop signs on:
 - a. Ward Avenue at Pomona Avenue
 - b. Liberty Street at Schmidt Lane
 - c. Willow Street at Liberty Street
 - d. Junction Avenue at Knott Avenue
2. Modify the white, yellow, and green curb markings on Ashbury Avenue in front of Harding Elementary School located at 7230 Fairmount Avenue as shown on Exhibit A; and
3. Remove 23 feet of the white curb marking on the east side of San Pablo Avenue in front of St. John’s Church located at 11150 San Pablo Avenue.

D. Agreement with Enterprise Fleet Management for Vehicle Lease

Adopt a resolution authorizing the City Manager or his designee to enter into an agreement with Enterprise Fleet Management for the lease of vehicles.

E. Support the Community Access Preservation Act (CAP Act, HR 1746)

At the request of Mayor Jones, authorize the Mayor to send a letter expressing the City Council's support for the Community Access Preservation Act (HR 1746) to preserve and protect Public, Educational and Government (PEG) community access television stations.

6. PUBLIC HEARINGS

Proposed Integrated Waste Management Fees and East Bay Sanitary Commercial and Extra Residential Green Waste Collection and Processing Rates – Effective January 1, 2012

1. Conduct a public hearing and upon conclusion adopt a resolution fixing and setting rates for the Integrated Waste Management (IWM) fee, effective January 1, 2012 and reinstating the position of forklift operator.
2. Conduct a public hearing and upon conclusion adopt a resolution setting maximum allowable commercial green waste and extra residential green waste collection and disposal (processing) rates, effective January 1, 2012.

7. POLICY MATTERS

A. Confirming the Intent to Make the Opt-In Payment for the Voluntary Alternative Redevelopment Program

Adopt a resolution confirming the City Council's intent to make the opt-in payment for the Voluntary Alternative Redevelopment Program (VARP) and its authorize staff to make the payment on January 15, 2012, contingent on the State Supreme Court ruling that the State's abolition of redevelopment agencies and its establishment of the VARP are both constitutional.

B. Annual City Council Liaison Reorganization and Appointments

Discuss City Council appointments to regional bodies and to local boards, commissions and committees and approve appointments for 2012.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

A. Councilmember Cheng Assignments: Association of Bay Area Governments (ABAG) General Assembly Delegate, Arts and Culture Commission, League of California Cities East Bay Division Alternate, Contra Costa County Mayors' Conference, Disaster Preparedness Council Alternate, Human Relations Commission, Pension Board, Temporary Permits Committee, and West Contra Costa Transportation Advisory Committee Alternate.

B. Councilmember Abelson Assignments: Association of Bay Area Governments (ABAG) General Assembly Alternate, League of California Cities East Bay Division Delegate (also attends Annual League Conference in September), Committee on Aging, Environmental Quality Committee, Temporary Permits Committee, West Contra Costa Transportation Advisory Committee Delegate.

C. Councilmember Benassini Assignments: Economic Development Board, Financial Advisory Board, San Pablo Avenue Area Specific Plan Committee, Tom Bates Regional Sports Field JPA Alternate, West County Regional Library Board Alternate.

D. Mayor Jones Assignments: Contra Costa County Mayors' Conference Alternate, Pension Board Alternate, Planning Commission, San Pablo Avenue Area Specific Plan Committee, Disaster Preparedness Council Delegate, Tom Bates Regional Sports Field JPA; Underground Utilities Committee, West County Mayors' & Supervisors' Association Alternate, West County Integrated Waste Management Authority Delegate, West County Library Board Delegate.

E. Mayor Pro Tem Lyman Assignments: Crime Prevention Committee, Design Review Board, Park and Recreation Commission, and West County Integrated Waste Management Authority Alternate.

9. ADJOURN CONCURRENT CITY COUNCIL/REDEVELOPMENT AGENCY MEETING

A Special City Council meeting is scheduled on January 3, 2011 at 7:00 p.m. to conduct board and commission interviews. The meeting will take place in the Hillside Conference Room at City Hall, 10890 San Pablo Avenue, El Cerrito.

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

- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT- Channel 28. 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 seven 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
6:45 p.m.

Date: December 19, 2011
To: Honorable Mayor and Members of the City Council
From: Cheryl Morse, City Clerk *CSM*
Subject: Commission Interviews

DECEMBER 19 INTERVIEW SCHEDULE

Candidates listed below are scheduled for interview this evening:

6:45 p.m.	Tim Pine	[PC Only]
6:55 p.m.	Christophe Laverne	[DRB 1 st , PC 2 nd]
7:05 p.m.	Carla Hansen	[PC 1 st , FAB 2 nd , EDB 3 rd]
7:20	Council Deliberation	

BACKGROUND

Staff has attempted to design this evening's interview schedule to facilitate appointments to the Design Review Board, Financial Advisory Board and Planning Commission.

FINANCIAL ADVISORY BOARD (FAB)

One vacancy. Carla Hansen is scheduled for an interview this evening and has listed the Planning Commission as her 1st choice, FAB 2nd, and EDB as her 3rd choice.

DESIGN REVIEW BOARD (DRB)

There is one upcoming vacancy for the Design Review Board due to Gary Hill's second term expiration. Christophe Laverne, who has served on the DRB in the past, has listed the DRB as his 1st Choice and the Planning Commission as his 2nd choice. He is scheduled for an interview tonight.

PLANNING COMMISSION (PC)

There are two upcoming vacancies on the Planning Commission. Sojeila Maria Silva will finish her second term January 1, 2012 and Tim Pine will finish his first term. Mr Pine has submitted his application for re-appointment and is scheduled for an interview tonight. Carla Hansen, also scheduled for an interview tonight, has list the Planning Commission as her 1st choice, FAB as her 2nd, and EDB 3rd. Gabriel Quinto, who currently sits on the Human Relations Commission and has applied for a re-appointment, has also applied for the Plannnig Commission as his 3rd choice and is scheduled for an interview on January 3, 2012.

**Special City Council Meeting
Commission Applicant Interviews**

STATUS OF OTHER VACANCIES

ARTS & CULTURE COMMISSION (ACC)

There are two existing vacancies on this commission for a term ending January 1, 2013. Robert Abele has submitted an application listing the EQC 1st, HRC 2nd and ACC 3rd. Mr. Abele is scheduled for an interview January 3, 2012.

CITIZENS STREET OVERSIGHT COMMITTEE (CSOC)

There are three upcoming vacancies on this committee. Committee members Lynne Kessler and Al Miller will complete their first term and Aurelia Schultz will finish an unexpired term as of January 1, 2012. All three are applying for a second term and Mr. Miller and Ms. Kessler are scheduled for an interview on January 3, 2012. Ms. Schultz will be scheduled for interview in February.

CIVIL SERVICE COMMISSION (CSC)

There are two upcoming vacancies on this commission. Both Michael Aaronian and Eric Luttrell's first term ends January 1, 2012. Mr. Aaronian has submitted an application listing the CSC as his 1st choice, PRC 2nd, and the CPC as his third choice. Mr. Luttrell has also submitted an application for re-appointment listing the CSC as his only choice. Kim Marlia has also submitted an application with the Civil Service Commission as his 1st and only choice. Messrs. Aaronian, Luttrell and Marlia are scheduled for an interview on January 3, 2012.

ECONOMIC DEVELOPMENT BOARD (EDB)

The Economic Development Board has two existing vacancies and one upcoming as of January 1, 2012. Carla Hansen has listed EDB as her third choice.

HUMAN RELATIONS COMMISSION (HRC)

There are two upcoming vacancies on this commission. Antonio Wong completes his second term and Gabriel Quinto is filling an unexpired term ending on January 1, 2012. Mr. Quinto submitted an application for reappointment listing the HRC as his 1st choice, COA 2nd, and the Planning Commission as his 3rd choice. He is scheduled for an interview January 3, 2011. Robert Abele has submitted an application listing the EQC 1st, HRC 2nd and ACC 3rd. Mr. Abele is scheduled for an interview January 3, 2012.

PARKS AND RECREATION (PRC)

There is one upcoming vacancy for this Commission. Seth Kaplan's first term expires on January 1, 2012. Mr. Kaplan has submitted an application for reappointment and will be scheduled for interview in February, 2012.

Attachments:

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

2011 Board and Commission Applicant Matrix

	Arts & Culture (2 Vacancies)	Citizens Street Oversight (3 Vacancies)	Civil Service Commission (2 Vacancies)	Committee on Aging (5 Vacancies)	Crime Prevention (10 Vacancies)	Design Review Board (1 Vacancy)	Economic Devt. Bd (3 Vacancies)	Environmental Quality (3 Vacancies)	Financial Advisory Board (1 Vacancy)	Human Relations (2 Vacancies)	Park and Recreation (1 Vacancy)	Planning Commission (2 Vacancies)	Tree Committee (15 Vacancies)	Interview Date	Appointed ?
Michael Aaronian ¹			1		3						2			01/03/12	
Robert Abele	3							1		2				01/03/12	
Carla Hansen							3		2			1		12/19/11	
Seth Kaplan ²								2			1			TBD	
Lynne Kessler ³		1												01/03/12	
Christophe Laverne						1						2		12/19/11	
Eric L. Luttrell ⁴			1											01/03/12	
Kim Marlia			1											01/03/12	
Al Miller ⁵		1												01/03/12	
Tim Pine ⁶												1		12/19/11	
Aurelia Schultz		1												TBA	
Gabriel Quinto				2						1		3		01/03/12	

¹ Michael Aaronian – Eligible to serve a 2nd term on CSC

² Seth Kaplan – Eligible to serve a 2nd term on PRC

³ Lynne Kessler – Eligible to serve a 2nd term on CSOC

⁴ Eric Luttrell – Eligible to serve a 2nd term on CSC

⁵ Al Miller – Eligible to serve a 2nd term on CSOC

⁶ Tim Pine – Eligible to serve a 2nd term on PC



**December 19, 2011
Special City Council Meeting**

Commission Interviews – Attachments 2 & 3

Documents are also 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

MINUTES

CONCURRENT CITY COUNCIL/REDEVELOPMENT AGENCY MEETING

Monday, December 5, 2011 – 7:30 p.m.

City Council Chambers

Meeting Location

El Cerrito City Hall

10890 San Pablo Avenue, El Cerrito

Ann Cheng – Mayor

Mayor Pro Tem Bill Jones
Councilmember Rebecca Benassini

Agency Chair/Councilmember Janet Abelson
Councilmember Greg Lyman

ROLL CALL

Councilmembers Abelson, Benassini, Jones, Lyman and Mayor Cheng all present.

7:30 p.m.

CONVENE CONCURRENT CITY COUNCIL/REDEVELOPMENT AGENCY MEETING

Mayor Cheng convened the Concurrent City Council/Redevelopment Agency meeting at 7:32 p.m.

1. **PLEDGE OF ALLEGIANCE TO THE FLAG** was led by Councilmember Lyman.
2. **COUNCIL / STAFF COMMUNICATIONS**

Jerry Bradshaw, Public Works Director, stated that the City has received an award from the Metropolitan Transportation Commission Pavement Management Program for Most Improved Roads in 2011. Mr. Bradshaw reported that El Cerrito is the second best paved city in the Bay Area.

Lance Maples, Fire Chief, announced that the annual holiday toy drive is underway and in full swing. Donations look good this year. Captains Kelleher and Pace have been busy elves on their days off. Chief Maples invited the public to come to a pancake breakfast Saturday at the Community Center and drop off a toy at any fire department station in El Cerrito, Kensington or Richmond.

3. **ORAL COMMUNICATIONS FROM THE PUBLIC**

Al Miller, El Cerrito, announced that the Sundar Shadi Holiday Display will be installed on December 17 at 9:00 a.m. on Moeser Lane at Sea View Drive. Everyone is invited to help with the display and view it. Mr. Miller stated that the Shadi Holiday Display is unique and what

makes El Cerrito continue to be known throughout the Bay Area. Mr. Miller also stated that it is time for others to help with installation of the display as well.

4. PRESENTATION

Update on El Cerrito Police Department Activities and Priorities

Presenter: Sylvia Moir, Police Chief.

Action: Presentation heard. Chief Moir commented on comparisons of key measurements between 2011 and 2012 and provided updates on other Police Department programs and initiatives.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A and 5B

Moved, seconded (Benassini / Abelson) and carried unanimously to adopt Consent Calendar item Nos. 5A and 5B in one motion as indicated below.

A. Minutes for Approval

Approve the November 21, 2011 City Council meeting minutes.

Action: Approved minutes.

B. Urban Greening Plan Grant Application

Adopt a substitute resolution approving an application for grant funds from the Urban Greening Planning for Sustainable Communities Grant Program (Proposition 84) for preparation of an Urban Greening Plan.

Action: Adopted Resolution No. 2011–85.

6. PUBLIC HEARINGS – *None*

7. POLICY MATTERS

City Council/Redevelopment Agency Reorganization

Election of City Council and Redevelopment Agency Officers.

CITY COUNCIL REORGANIZATION

Mayor Cheng thanked her husband Wiley, her family and friends for their support during her term as Mayor, particularly for allowing her the time to be available to the community and attend multiple community meetings. Mayor Cheng also thanked her fellow councilmembers for their considered deliberation and service to the community, for giving their best, for their mutual respect and decorum, and for their creative and complimentary thinking. Upon reflection of the last year, Mayor Cheng noted that El Cerrito may be one of the first City Councils to adopt multimodal transportation as a Council Goal and expressed appreciation for the following accomplishments: the first Spring Fling along San Pablo Avenue, installing historic pavers, the beautiful streetscape, upcoming public art projects, participation in the first Alberrito Street Event which brought hundreds of community members together, establishing a reputation for being bike friendly at all levels within the city including the first bicycle town hall meeting and the PACE car program. Mayor Cheng also thanked the community for its willingness to explore and support alternative transportation and acknowledged prior City Councilmembers for their leadership and contributions. The City is unique in that it is aligned to achieve the same vision and refrain from getting mired in conflict. Mayor Cheng concluded by stating that it is a great gift to work together and trust each other and to step up and do one's best.

Mayor Pro Tem Jones thanked Mayor Cheng for her efforts and contributions over the past year, and noted that it is particularly nice to see the younger generation come forward and serve as leaders.

Reorganization of the Office of Mayor

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

Councilmember Abelson nominated Mayor Pro Tempore Jones to the Office of Mayor.

City Clerk Morse called for any additional nominations and there were none.

Moved, seconded (Lyman/Benassini) and carried unanimously to close nominations for Mayor.

Action: The City Council unanimously selected Mayor Pro Tempore Jones as Mayor of the City of El Cerrito.

Reorganization of the Office of Mayor Pro Tempore

Mayor Jones called for nominations for office of Mayor Pro Tempore.

Councilmember Benassini and Councilmember Abelson nominated Councilmember Lyman to the Office of Mayor Pro Tempore.

Mayor Jones called for further nominations to which there were none.

Moved, seconded (Jones/Benassini) and carried unanimously to close nominations.

Action: The City Council unanimously selected Councilmember Lyman as Mayor Pro Tempore.

City Council Comments

Mayor Jones thanked the City of El Cerrito for placing him in the position of Mayor and stated that it was a great honor. Mayor Jones noted that the City Council selected a mission statement this year which set high standards for serving the community. To meet the expectations of the mission statement the City Council must continue to be prepared to meet the challenges of governance in today's environment. It is important that the City define a course of action, set priorities and assign resources in order to effectively and efficiently set the way with a clean sense of purpose and fiduciary prudence. The City cannot fall back into a reactionary mode and needs to set a clear direction. In the upcoming year we need to attend to the present and plan for the future in a responsible and progressive manner. Some issues are directly under the City's control. Other issues are driven by forces outside the City's purview. In January the City will be opening its new Recycling Center, a project that has dedicated funding to pay for its development and operation. This project is an example of El Cerrito's pioneering efforts toward supporting sustainable policies and community practices. Additionally, the strategic plan will provide priority direction and goals for city operations, special projects, capital improvements and development. The City Council will also be looking at the future of redevelopment in the City, however decisions were made by the State Legislature that will be decided by the California Supreme Court and in an indirect way, the will of the people of California. Soon, it will be the City Council's job to set the course of action based upon the resolution of issues which are now in question.

Another project, will involve studying whether a city charter form of governance will be the best way for El Cerrito to govern itself in the future. The Council will also be developing a budget for the 2012-2013 Fiscal Year that will reflect the goals of the City and which will continue to keep day to day operations solvent.

One of the most frustrating issues, not only for the current City Council but for Councils past, will be to continue to search for and identify methods for financing replacement of the City's aging and inefficient library, public safety building, busy senior center and upgrading the

community center. Mayor Jones stated that it is time to make the improvements or else the improvements will be forced upon the city before it is ready.

On a positive note, the City will be continuing the multi-city sustainability study project with the goal of making the City and our neighboring cities more sustainable and buildings more energy efficient. The City will also begin the multi- year process of updating the General Plan as required by the State. The strategic plan will fold into this project as will the specific plan for San Pablo Avenue. Mayor Jones concluded by stating that he looks forward to being a member of the City Council who will team with city staff, the boards, commissions and committees and residents to make the best possible decisions and implement actions that will live up to the mission on the City. Mayor Jones also recognized family and friends present.

Councilmember Lyman said that as Mayor Pro Tem, he looks forward to this New Year and supporting the Mayor and city initiatives, including additional financing.

Councilmember Abelson emphasized that the city is waiting to hear what will become of redevelopment in California and expressed concerns that might arise if redevelopment is eliminated. Councilmember Abelson stated that she looks forward to working with the newly reorganized City Council and doing her best for the residents of El Cerrito. Councilmember Abelson also expressed her appreciation for the work of staff in the past year.

Councilmember Benassini thanked the City Council and acknowledged the contributions of Mayor Cheng over the past year, particularly her openness, and also thanked staff, her husband Scott and new daughter Katie.

REDEVELOPMENT AGENCY REORGANIZATION

Reorganization of Redevelopment Agency Chair

Mayor Jones called for reorganization of the Redevelopment Agency.

City Clerk Morse declared the Office of Redevelopment Agency Chair and Vice-Chair vacant and called for nominations for the office of Chair.

Agency Member Lyman nominated Agency Member Cheng for the Office of Redevelopment Agency Board Chair.

City Clerk/Agency Secretary Morse called for any additional nominations and there were none. Moved, seconded (Benassini/Lyman) and carried unanimously to close nominations.

Action: The Redevelopment Agency voted unanimously in favor of selecting Redevelopment Agency Member Cheng as Chair.

Reorganization of Redevelopment Agency Vice-Chair

Agency Chair Cheng called for nominations for the Office of Redevelopment Agency Vice-Chair.

Agency Member Lyman nominated Agency Member Benassini for the office of Vice-Chair.

Mayor Cheng called for any additional nominations and there were none.

Action: Moved, seconded (Cheng/Lyman) and carried unanimously to close nominations and select Agency Member Benassini as Redevelopment Agency Vice-Chair.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS *(Held over from the meetings of November 7 and 21, 2011.)*

A. Councilmember Cheng reported that the Arts and Culture Commission has narrowed the San Pablo Avenue art project to 10-15 wind mobile kinetic pieces that will be two tones of metal

in chrome and copper. The artists are continuing to work under the direction of the Commission members. The Human Relations Commission (HRC) also met recently. On Saturday, January 24, 2012, before the Martin Luther King, Jr. holiday, there will be a movie at the Cerrito Theater, tentatively, *Selma, Lord, Selma*. The HRC has also created a mini-grant program for El Cerrito teachers for teaching diversity and equity in the classroom. Finally, the HRC voted to recommend that Eden Housing consider naming the garden plaza in front of the proposed senior housing project [at the Tradeway site] in honor of Ernest Iyama, a long-time resident of El Cerrito who passed away recently, and who was also a foundational figure in anchoring the Japanese American Citizens League in Oakland and Berkeley.

B. Councilmember Abelson reported that the Environmental Quality Committee is working on a number of areas, including the showing of a film on February 4, 2012 at the Cerrito Theater at 10:00 a.m. The film event will include an opportunity for the community to interact on the topic of development and "first ring cities." Councilmember Abelson also stated that she witnessed the placement of three components of the new Recycling Center office building as they were placed at the new site. Additionally, Councilmember Abelson has been appointed to the League of California Cities Community Services Policy Committee and the Administrative Services Policy Committee for the coming year.

C. Councilmember Benassini reported that the Financial Advisory Board (FAB) met a couple of weeks ago to conduct its annual review of financial policies and recommended minor changes. The FAB is awaiting mid-year financial numbers and will examine sales tax revenues in January.

D. Mayor Jones announced that there is a vacancy on the Planning Commission and explained that it is one of the more important commissions with quasi-judicial powers. Mayor Jones encouraged all to apply. Additionally, the Tom Bates Regional Sports Field/Gilman Fields Complex Joint Powers Authority (JPA) has \$67,000 in the bank after paying \$75,000 the JPA has to keep in the bank as required by the East Bay Regional Park District. The City will not have to contribute to the underwriting of operations. Improvements are still needed in the parking area and to develop a baseball field. This will be taken up for consideration in the coming months. Mayor Jones noted that Councilmember Lyman represents the user groups so there is representation for El Cerrito from two perspectives.

E. Councilmember Lyman reported that the Design Review Board met in November to consider a sign update. The Crime Prevention Committee continues to look for members and discussed the success of the National Night Out event and report and membership at the Committee's last meeting. The Committee will be looking at new policing techniques and ways to expand the surveillance program. Councilmember Lyman also informed the City Council and public that new rates were approved at the last Integral Waste Management Authority (IWMA) meeting.

SUPPLEMENTAL REPORTS

Item No. 2 Council / Staff Communications

1. City of El Cerrito Receives "Most Improved Roads" Award from the Metropolitan Transportation Commission – *Submitted by Jerry Bradshaw, Public Works Director.*

Item No. 4 Update on El Cerrito Police Department Activities and Priorities

2. Powerpoint presentation – *Submitted by Chief Moir.*

**9. ADJOURNED CONCURRENT CITY COUNCIL/REDEVELOPMENT AGENCY
MEETING at 8:37 p.m.**

The next regularly scheduled City Council meeting is December 19, 2011 at 7:30 p.m. in the Council Chambers, 10890 San Pablo Avenue, El Cerrito.



AGENDA BILL

Agenda Item No. 5(B)

Date: December 19, 2011
To: El Cerrito City Council
From: Scott Hanin, City Manager (requested by Councilmember Benassini)
Cheryl Morse, City Clerk
Subject: Ordinance Changing Council Meeting Day and Time

ACTION REQUESTED

Introduce by title, waive any further reading and approve an ordinance amending Sections 2.04.010 ("Meeting – Regular") and 2.04.030 ("Meeting – Place") of the El Cerrito Municipal Code to change the City Council meeting day from the first and third Monday of each month to the first and third Tuesday at 7:00 p.m. Second reading of the ordinance is scheduled for January 17, 2012.

BACKGROUND AND ANALYSIS

At the November 21, 2011 City Council meeting, the City Manager, at the request of Councilmember Benassini, asked the City Council to consider changing the day of the City Council meeting from Monday to Tuesday evening. The City Council considered the change in meeting day and directed staff to return to the City Council with an amendment to the El Cerrito Municipal Code which would also change the meeting time to 7:00 p.m. (Ayes – Councilmembers Benassini, Cheng, Jones and Lyman; Noes – Councilmember Abelson).

Please find an ordinance amending the Municipal Code attached. If approved this evening, the ordinance will return to the City Council for second reading on January 17, 2012. Upon adoption, the ordinance will become effective in thirty days. The City Council and Redevelopment Agency meetings would then initiate Tuesday night meetings on February 21 at 7:00 p.m., a date that is already rescheduled to Tuesday by default due to the National Presidents Holiday.

Staff has made arrangements to publish the pending change in the next Citywide newsletter, on the City's website and in the newspaper upon approval of first reading this evening.

FINANCIAL CONSIDERATIONS

There is no direct financial impact.

Attachments:

1. Proposed changes to El Cerrito Municipal Code Sections 2.04.010 and 2.04.030.

ORDINANCE NO. 2011-XX

AN ORDINANCE OF THE CITY OF EL CERRITO AMENDING SECTIONS 2.04.010 ("MEETING – REGULAR") AND 2.04.030 ("MEETING – PLACE") OF THE EL CERRITO MUNICIPAL CODE TO CHANGE AND FIX THE DAY, TIME AND PLACE OF CITY COUNCIL MEETINGS

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

DIVISION I. SECTION 2.04.010 of the El Cerrito Municipal Code is hereby amended with the following additions and deletions to read as follows (additions in underline, deletions in ~~strikethrough~~):

Section 2.04.010 Meeting – Regular

The council shall hold regular meetings on the first and third ~~Mondays~~ Tuesdays of each month at ~~eight~~ 7:00 p.m. It may adjourn any regular or special meeting to a date certain, which shall be specified in the order of adjournment, and such an adjourned meeting may likewise be adjourned. Any adjourned regular meeting shall be a regular meeting for all purposes. In the event that any order adjourning a meeting fails to state the hour at which the adjourned meeting is to be held, such adjourned meeting will be held at ~~eight~~ 7:00 p.m.

Section 2.04.030 Meeting – Place

All regular meetings shall be held at the El Cerrito ~~Community Center, 7007 Moeser Lane~~ City Hall, 10890 San Pablo Avenue.

DIVISION II. SEVERABILITY.

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

DIVISION III. EFFECTIVE DATE.

This ordinance shall take effect thirty days after passage and be posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Councilmembers voting for and against it.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of El Cerrito, held on XX, 2011.

Adopted and ordered published at a meeting of the City Council for the City of El Cerrito held on the _____ day of _____, 2012 by the following vote:

APPROVED:

William C. Jones III, Mayor

ATTEST:

Cheryl Morse, City Clerk

ORDINANCE CERTIFICATION

I, Cheryl Morse, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is true and correct original Ordinance No. 2011-____ of the City of El Cerrito; that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on the ____ day of XX, 2012; and that said Ordinance has been published and/posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, this _____ day of _____, 2012.

Cheryl Morse, City Clerk



AGENDA BILL

Agenda Item No. 5(C)

Date: December 19, 2011
To: El Cerrito City Council
From: Yvetteh Ortiz, Engineering Manager
Jerry Bradshaw, Public Works Director / City Engineer
Subject: Various Traffic and Parking Revisions

ACTION REQUESTED

Adopt three separate resolutions authorizing the Public Works Director/City Engineer to:

1. Install stop signs on:
 - a. Ward Avenue at Pomona Avenue
 - b. Liberty Street at Schmidt Lane
 - c. Willow Street at Liberty Street
 - d. Junction Avenue at Knott Avenue
2. Modify the white, yellow, and green curb markings on Ashbury Avenue in front of Harding Elementary School located at 7230 Fairmount Avenue as shown in Exhibit A; and
3. Remove 23 feet of the white curb marking on the east side of San Pablo Avenue in front of St. John's Church located at 11150 San Pablo Avenue.

DISCUSSION

Stop Sign Installation at Various Locations

The Public Works Department has received requests from concerned citizens to evaluate the safety at several T-intersections (intersections with three legs) including Ward Avenue at Pomona Avenue, Liberty Street at Schmidt Lane, Willow Street at Liberty Street, and Junction Avenue at Knott Avenue. The City does not typically use stop signs at T-intersections in residential areas. At T-intersections without stop or yield signs, the right-of-way rules are covered under the California Vehicle Code (Section 21800), which requires that drivers on the terminating leg of the intersection yield to vehicles on the continuing street. However, the California Manual on Uniform Traffic Control Device (MUTCD) indicates that stop signs should be used if engineering judgment indicates that one or more of several conditions exist:

- Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- Street entering a through highway or street;

- Unsignalized intersection in a signalized area; and/or
- High speeds, restricted view, or crash records indicate a need for control by the STOP sign.

Based on the existing roadway configuration, traffic patterns and surrounding traffic control devices at the subject intersections, Public Works staff determined that a stop sign on the terminating leg of each intersection is an appropriate traffic control device. The proposed stop signs comply with the guidelines provided by the MUTCD.

Ward Avenue at Pomona Avenue

The intersection of Ward Avenue and Pomona Avenue has no traffic control signs on any of its legs. Ward Avenue, the terminating street, at 40 feet is significantly wider than Pomona Avenue at 28 feet. The condition is atypical and can lead to unexpected speeds of vehicles as they approach the continuing street. Ward Avenue is currently controlled by stop signs at all other intersecting roadways east of Pomona Avenue including Ramona, Carmel, San Carlos and Santa Fe Avenues. Although both Pomona Avenue and Ward Avenue are local residential streets, they also carry traffic to and from Albany High School located at the southern end of Pomona Avenue. Parked vehicles along with the narrowness of Pomona Avenue, limit visibility between Ward Avenue and Pomona Avenue. Based on the atypical roadway widths, limited visibility, school-related traffic and surrounding traffic control devices, the Public Works Department is proposing installation of a stop sign on Ward Avenue at Pomona Avenue to improve traffic safety and operations.

Liberty Street at Schmidt Lane

The intersection of Liberty Street and Schmidt Lane has no traffic control signs on any of its legs. Liberty Street, the terminating street, and Schmidt Lane, the continuing street are both 40-feet wide. This two-way segment of Liberty Street is currently controlled by stop signs at Portola Drive and Moeser Lane. Given the various land uses along Schmidt Lane, it currently functions as a collector street although not classified as such in the General Plan. Schmidt Lane is also a designated pedestrian route in the Circulation Plan for Bicyclists and Pedestrians. Liberty Street is a local residential street and, as such, is relatively wide. This can lead to unexpected speeds of vehicles as they approach the continuing street, as well as encroachments into the pedestrian path along Schmidt Lane. Based on the atypical roadway width on Liberty Street, Schmidt Lane's designation as a pedestrian route, and surrounding traffic control devices, the Public Works Department is proposing installation of a stop sign on Liberty Street and Schmidt Lane to improve traffic safety and operations.

Willow Street at Liberty Street

The intersection of Willow Street and Liberty Street has no traffic control signs on any of its legs. Willow Street, the terminating street, and Liberty Street, the continuing street are both 30-feet wide. Less than 200 feet to the east, Willow Street has a dogleg and

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becomes Oak Street. Oak Street is stop-controlled at Central Avenue. Both Willow Street and Liberty Street are local residential streets. Because they are in close proximity to the El Cerrito Plaza BART Station, they also handle BART commuter parking. The parked vehicles on the east side of Liberty Street and south side of Willow Street where no four-hour parking restrictions exist, limit visibility between Willow Street and Liberty Street. Based on the roadway configuration, limited visibility at the intersection and surrounding traffic control devices, the Public Works Department is proposing installation of a stop sign on Willow Street and Liberty Street to improve traffic safety and operations.

Junction Avenue at Knott Avenue

The intersection of Junction Avenue and Knott Avenue has no traffic control signs on any of its legs. Junction Avenue, the terminating street, at 32 feet is slightly wider than Knott Avenue, the continuing street at 30 feet. This block of Junction Avenue is currently controlled by a stop sign at its T-intersection with Cutting Boulevard. Both Junction Avenue and Knott Avenue are local residential streets. Because they are in close proximity to the El Cerrito Del Norte BART Station, they also handle BART commuter parking and have four-hour parking restrictions on one side of each street. Also, Junction Avenue offers an attractive alternative to Key Boulevard between Cutting Boulevard and Knott Avenue and carries more than 1,000 vehicles per day. Based on the existing roadway configuration, traffic patterns and surrounding traffic control devices, the Public Works Department is proposing installation of a stop sign on Junction Avenue and Knott Avenue to improve traffic safety and operations.

Parking Modifications at Various Locations

Ashbury Avenue in front of Harding Elementary School (7230 Fairmount Avenue)

The Public Works Department is proposing to modify parking restrictions on the west side of the Ashbury Avenue in front of Harding Elementary School located at 7230 Fairmount Avenue. This is in response to a request from school representatives to modify curb markings to address parking and traffic problems on Ashbury Avenue. It has been the practice of the City of El Cerrito to adjust parking restrictions near schools to improve student drop-off and pick-up activities and traffic circulation. The current parking restrictions around Harding Elementary School have been in place since 2006.

Public Works staff evaluated the existing curb markings and use of the curb space for parking during school drop-off and pick-up times. The most significant problems were caused by insufficient space for school buses, which then would double-park and block traffic circulation on Ashbury Avenue. The proposed parking modifications are based on the following guidelines to best meet the current school needs:

- Maintain existing red curb clearances near intersections for safety purposes;
- Maintain existing blue curb for disabled persons parking;
- Provide passenger loading zone and bus zone nearest the main school entrances;

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- Provide short-term parking farther away from main school entrances;
- Provide material loading zone limited in length and near service delivery entrance; and
- Maintain the existing number of unrestricted parking spaces.

The proposed curb markings from Fairmount Avenue to C Street are as follows and as shown in Exhibit A (in order from north to south):

- A. 35 feet of Red Curb Marking for clearance at intersection with Fairmount Avenue;
- B. 40 feet of Green Curb Marking for 30-minute parking;
- C. 130 feet of White Curb Marking for student drop-off and pick-up (active loading and unloading only, no parking);
- D. 20 feet of Blue Curb Marking for disabled persons parking;
- E. 100 feet of Red Curb Marking for school buses next to the curb near the main entrance;
- F. 90 feet of Green Curb Marking for 30-minute parking;
- G. 20 feet of Red Curb Marking for clearance at driveway;
- H. 60 feet of Yellow Curb Marking for material loading and unloading.
- I. 80 feet of Non-Restricted Curb, this is slightly longer than the existing curb of 75 feet; and
- J. 20 feet of Red Curb Marking for clearance at intersection with C Street.

Related signing will indicate that these parking restrictions will be in effect only during school hours. No unrestricted parking spaces will be lost. The El Cerrito Municipal Code requires City Council approval of any modifications to white, yellow and green curb markings. Because the El Cerrito Municipal Code authorizes the City Engineer to install and remove red curb marking, related modifications to red curb marking do not require action by City Council.

In August 2011, an initial notification regarding the proposed parking modifications was sent to property owners and current residents within a 300-foot radius of this location. No comments were received. In October 2011, a final notification was sent to the school.

San Pablo Avenue in front of St. John the Baptist Church (11150 San Pablo Avenue)

The Public Works Department is proposing to remove 23 feet of the existing 63 feet of white curb marking on the east side of San Pablo Avenue in front of St. John the Baptist Church located at 11150 San Pablo Avenue. This is in response to a request from church representatives concerned with the lack of available on-street parking spaces in front of the church. The existing 63 feet of white curb marking is used as both a passenger and material loading zone. Public Works staff evaluated the on-street curb parking and proposes a modification maintaining 40 feet of white curb marking to continue to provide a safe and convenient loading zone while adding one legal on-street parking space in front of the church.

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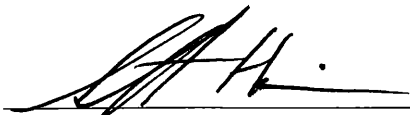
In April 2011, an initial notification regarding the proposed parking modifications was sent to property owners and current residents within a 300-foot radius of this location. No comments were received. In May 2011, a final notification was sent to the church.

LEGAL CONSIDERATIONS

El Cerrito Municipal Code Section 11.36.010 requires that any modification of stop signs be approved by City Council Resolution.

El Cerrito Municipal Code Section 11.40.160 requires that any modification of white, yellow and green curb markings be approved by City Council Resolution.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Accompanying Resolution for Installation of Stop Signs at Various Locations
2. Accompanying Resolution for Parking Modification in front of Harding Elementary School (7230 Fairmount Avenue), including Exhibit A
3. Accompanying Resolution for Removal of White Curb Marking in front of St. John the Baptist Church (11150 San Pablo Avenue)

RESOLUTION 2011-XX

RESOLUTION OF THE EL CERRITO CITY COUNCIL AUTHORIZING THE INSTALLATION OF
STOP SIGNS ON WARD AVENUE AT POMONA AVENUE, ON LIBERTY STREET AT
SCHMIDT LANE, ON WILLOW STREET AT LIBERTY STREET, AND ON JUNCTION AVENUE
AT KNOTT AVENUE

WHEREAS, the Public Works Department has received requests from concerned citizens to evaluate the safety at several T-intersections including Ward Avenue at Pomona Avenue, Liberty Street at Schmidt Lane, Willow Street at Liberty Street, and Junction Avenue at Knott Avenue; and

WHEREAS, all four intersections have no traffic control signs; and

WHEREAS, based on the existing roadway configuration, traffic patterns and surrounding traffic control devices at the subject intersections, Public Works staff determined that a stop sign on the terminating leg of each intersection is an appropriate traffic control device to improve traffic safety and operations; and

WHEREAS, it is the judgment of the City Engineer that these intersections meet the guidelines of the California Manual on Uniform Traffic Control Devices for a stop sign; and

WHEREAS, Section 11.36.010 of the El Cerrito Municipal Code requires that the installation of any stop sign be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the El Cerrito City Council hereby authorizes the Public Works Director / City Engineer to install stop signs on Ward Avenue at Pomona Avenue, Liberty Street at Schmidt Lane, Willow Street at Liberty Street, and Junction Avenue at Knott Avenue.

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

I CERTIFY that at a regular meeting on December 19, 2011 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 December ___, 2011.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

RESOLUTION 2011-XX

RESOLUTION OF THE EL CERRITO CITY COUNCIL AUTHORIZING CURB MARKING
MODIFICATIONS ON ASHBURY AVENUE IN FRONT OF HARDING ELEMENTARY SCHOOL
LOCATED AT 7230 FAIRMOUNT AVENUE

WHEREAS, representatives of Harding Elementary School requested that the Public Works Department modify curb markings in front of the school to improve parking and traffic on Ashbury Avenue; and

WHEREAS, it has been the practice of the City of El Cerrito to adjust parking restrictions near schools to improve student drop-off and pick-up activities and traffic circulation; and

WHEREAS, the parking restrictions around Harding Elementary School have been in place since 2006; and

WHEREAS, the proposed parking modifications are expected to best meet the current school needs by providing a passenger loading zone and bus zone nearest the main school entrance; and

WHEREAS, the City Engineer is authorizing the modifications to red curb markings as shown in Exhibit A; and

WHEREAS, El Cerrito Municipal Code Section 11.40.160 requires that any modification of white, yellow and green curb markings be approved by City Council Resolution.

NOW THEREFORE, BE IT RESOLVED that the El Cerrito City Council hereby authorizes the Public Works Director / City Engineer to modify the white, yellow, and green curb markings on Ashbury Avenue in front of Harding Elementary School as shown in Exhibit A, attached hereto and incorporated by reference.

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

I CERTIFY that at a regular meeting on December 19, 2011 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 December ___, 2011.

Cheryl Morse, City Clerk

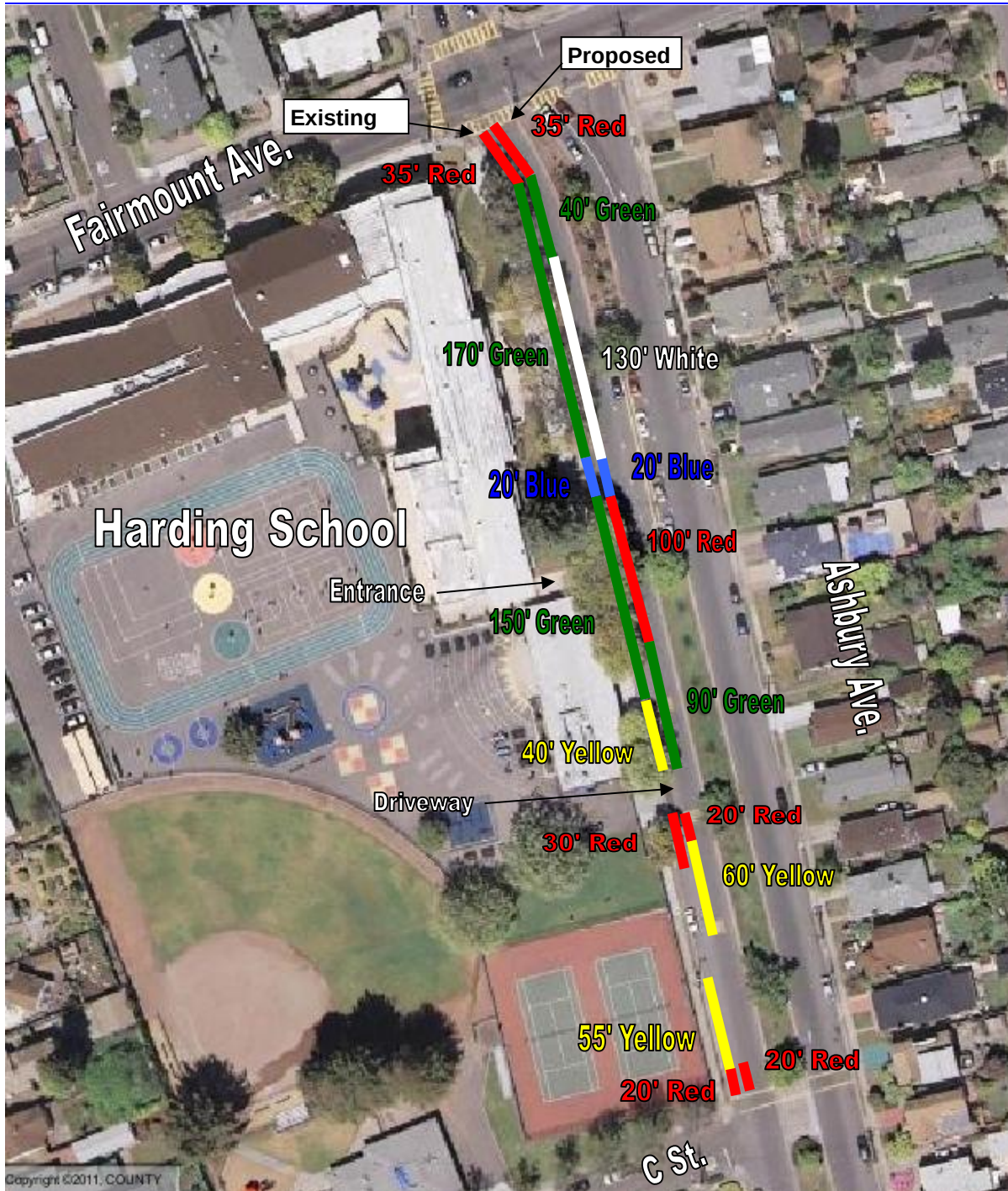
APPROVED:

William C. Jones III, Mayor

Attachment: Exhibit A

Exhibit A
Parking Modifications on Ashbury Avenue
in front of Harding Elementary School (7230 Fairmount Avenue)

Proposed White, Yellow & Green Curb Marking Modifications Require City Council Approval



RESOLUTION 2011-XX

RESOLUTION OF THE EL CERRITO CITY COUNCIL AUTHORIZING THE REMOVAL OF 23 FEET OF WHITE CURB MARKING ON THE EAST SIDE OF SAN PABLO AVENUE IN FRONT OF ST. JOHN THE BAPTIST CHURCH LOCATED AT 11150 SAN PABLO AVENUE

WHEREAS, representatives of St. John the Baptist Church requested that the Public Works Department provide additional on-street parking in front of the church; and

WHEREAS, an existing 63-foot long white curb marking currently serves as a passenger and material loading zone in front of the church; and

WHEREAS, Public Works staff evaluated the on-street curb parking and proposes a modification maintaining 40 feet of white curb marking to continue to provide a safe and convenient loading zone while adding one legal on-street parking space in front of the church; and

WHEREAS, El Cerrito Municipal Code Section 11.40.160 requires that any modification of white curb markings be approved by City Council Resolution.

NOW THEREFORE, BE IT RESOLVED that the El Cerrito City Council hereby authorizes the Public Works Director / City Engineer to remove 23 feet of the white curb marking on the east side of San Pablo Avenue in front of St. John's Church located at 11150 San Pablo Avenue.

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

I CERTIFY that at a regular meeting on December 19, 2011, 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 December ___, 2011.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor



AGENDA BILL

Agenda Item No. 5(D)

Date: December 19, 2011

To: El Cerrito City Council

From: Chris Jones, Recreation Director
Jerry Bradshaw, Public Works Director
Sylvia Moir, Chief of Police

Subject: Lease Agreement with Enterprise Fleet Management.

ACTION REQUESTED:

Adopt a resolution authorizing the City Manager or his designee to enter into an agreement with Enterprise Fleet Management for the lease of vehicles.

BACKGROUND

A majority of departments in the City of El Cerrito use government purchase (i.e., utilize State of California approved vendors, as allowed by prior City Council Resolution) oriented methods for management of their vehicles, while the Fire Department and Recycling have opted to recently utilize lease options rather than traditional purchase. The Recreation Department, Public Works Department, and Police Departments currently have a fleet of vehicles of varying ages (some beyond their useful lives) and capabilities which has caused staff to reexamine our procurement practices and consider the benefits identified by the Fire Department (e.g., reduced cost, maximization of residual value, very competitive lease rates) in their lease strategy as well as consistency with the City Council goal of increased sustainability.

The current city fleet consists of vans, trucks, and sedans, some of which are over 15 years old. The Police Department has the largest fleet, with the most frequent turnover of high mileage vehicles and those with the most daily impact. The older vehicles are less environmentally efficient and require more frequent, higher cost maintenance and repairs typical of an aging vehicle with older technology.

Staff has been analyzing both our short term and long term fleet requirements. In the short term, staff has identified the need to reduce costs and replace old and greatly used pieces of equipment. In the long term, staff has identified the need to have a safe, reliable and regular method of replacing inefficient and outdated vehicles. In both the long and short term, the fleet is in need of less expensive options, variance, flexibility and increased environmental efficiency.

To address these needs, Staff began examining the potential of leasing instead of purchasing select vehicles. These vehicles would continue to be used for a variety of purposes, including transportation, surveillance, towing, and utility purposes. Patrol

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vehicles will not be included in this arrangement. In late 2010 and early 2011, staff conducted an analysis to determine our best leasing and purchasing options which included solicitation of lease offers from Enterprise Fleet Management, Acme Auto Leasing LLC, and Ford Municipal Lease compared with the estimated costs of purchase from Downtown Ford Sales; an authorized State Bid Retailer previously used by the City and found the lowest life cycle costs, greatest benefit and most fleet flexibility came from a master lease option with Enterprise Fleet Management. The selection was largely qualitative in that while cost was a significant factor, reliability, flexibility, vehicle maintenance, choice and reputation all factored into the recommendation.

ANALYSIS

Enterprise offers vehicles from almost every vehicle manufacturer, which maximizes our choices and flexibility. Enterprise also includes a maintenance plan that covers most repairs and routine procedures during the course of the lease; repairs that are completed at the shops currently used by the City.

The Enterprise lease plans for equity at the end of the lease that allows funds to either be returned to the agency or credited toward a new lease of a vehicle. In addition, using a lease format allows for the regular rotation of less fuel efficient vehicles from the fleet. Additionally, by leasing rather than purchasing, we are able to utilize the residual value of the vehicles toward other leases rather than our traditional method of surplus the vehicles for little value.

The El Cerrito Fire Department has successfully used leasing for vehicles that meets the aforementioned goals, and with further examination, staff determined that leasing all or part of a department's fleet is a viable and responsible option for other City departments.

FINANCIAL CONSIDERATIONS

Because we have not yet finalized the actual vehicles to be leased, the actual costs are unknown at this time and which is why there is not a detailed cost breakdown. Actual costs will ultimately depend on the choice of vehicles and the timing of their replacement. However, the annual lease amounts will fall within the existing budgets for the respective departments and no budget increase is required as this agreement should result in overall cost savings to the City. Over time, we anticipate the savings to be significant as we are able to recover the residual cost of the vehicles and the built in maintenance reduces our overall maintenance costs. This "trade-in" program is similar to that utilized for the police motorcycles as approved by Council.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the Master Equity Lease Agreement and Maintenance Agreement. After his review, two addendums were created to the agreements. The first addendum correctly identifies the self-insured nature of the city and the second identifies the State of California as the relevant state for the governing laws of the contract.

Reviewed by:

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

Scott Hanin, City Manager

Attachments:

1. Proposed Resolution 2011 - XXX
2. Master Equity Lease Agreement
3. Self Insurance Addendum to Master Equity Lease Agreement
4. Amendment to Master Equity Lease Agreement
5. Maintenance Agreement

RESOLUTION 2011 - XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A
LEASE AGREEMENT WITH ENTERPRISE FLEET LEASE

WHEREAS, the City of El Cerrito has identified the need for a more efficient, flexible and varied fleet; and

WHEREAS, the City has developed a plan to modernize and maintain the vehicle fleet through a lease agreement; and

WHEREAS, staff conducted an analysis to determine our best leasing and purchasing options which included solicitation of lease offers from multiple vendors and compared them with the estimated costs of purchase from an authorized State Bid Retailer previously used by the City and found the lowest life cycle costs, greatest benefit and most fleet flexibility came from a lease option with Enterprise Fleet Management; and

WHEREAS, Enterprise Fleet Management will provide an economical price and greater depth of service than competitors.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does hereby authorize the City Manager or his designee to enter into a master lease agreement with Enterprise Fleet Management and the cost of that agreement shall fall within the individual Department budgets as approved by the City Council.

I CERTIFY that at a regular meeting held on December 19, 2011, the El Cerrito City Council passed this resolution by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December ___, 2011.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones, III, Mayor

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this nineteenth day of August, 2011, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of El Cerrito Police Department

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Thomas W. Martin
Title: Regional Sales Manager

Address: 10900 San Pablo Ave.
El Cerrito, CA
94530

Address: 2950 Merced St., Ste. 100
San Leandro, CA
94577

Date Signed: _____

Date Signed: _____

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the nineteenth day of August, 2011, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of El Cerrito Police Department

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Thomas W. Martin
Title: Regional Sales Manager

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2011 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August, 2011 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of El Cerrito Police Department ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of _____, 2011.

City of El Cerrito Police Department (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this nineteenth day of August, 2011, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of El Cerrito Police Department ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the nineteenth day of August, 2011, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of El Cerrito Police Department

LESSOR: Enterprise Fleet Management, Inc.

By: _____
Title: _____

By: Thomas W. Martin
Title: Regional Sales Manager

Address: 10900 San Pablo Ave.
El Cerrito, CA
94530

Address: 2950 Merced St., Ste. 100
San Leandro, CA
94577

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed: _____, _____



OFFICE OF THE MAYOR
William C. Jones, III

Agenda Item No. 5(E)

December 14, 2011

The Honorable Senator Barbara Boxer
The Honorable Senator Dianne Feinstein
The Honorable Congressman John Garamendi

RE: COMMUNITY ACCESS PRESERVATION ACT (HR 1746)

Dear Senators Boxer and Feinstein and Congressman Garamendi:

I am writing on behalf of the City Council of the City of El Cerrito to ask for your support of the Community Access Preservation Act (CAP Act – HR 1746) to preserve and protect Public, Educational and Government (PEG) community access television stations. HR 1746 is co-sponsored by Congresswoman Tammy Baldwin (D-WI) and Congressman Steven LaTourette (R-OH).

We support PEG access television and Cable TV Channel KCRT 28. Local television channels are the voice of the community and an important voice for democratic media, especially in an era of increased media consolidation. PEG channels foster government transparency by televising city council meetings, school board meetings, local emergency information and other local programming not otherwise broadcast on television. They connect residents with local government in much the same way C-Span connects viewers to activities in Congress.

The CAP Act (HR 1746) will address some detrimental and critical issues facing local PEG channels; it will:

- 1) Eliminate the distinction between “capital” and “operational” expenses when it comes to using existing PEG support fees. Right now, PEG support fees that are being collected can only be used for “capital” expenses. This distinction is unnecessary and wasteful of the subscriber’s money;
- 2) Restore a community’s ability to collect PEG support. Many states passed statewide franchising laws that either eliminated PEG support or will eliminate PEG support by 2012. That means that hundreds of these channels will be eliminated in the next year;

December 20, 2011
Honorable Senators Boxer and Feinstein
Congressman Garamendi
Page Two

- 3) Allow a community that does not have a PEG channel to get one if they so choose; and
- 4) Prevent video providers from charging expensive channel transmission fees to local communities.

We urge you to join us and several other cities in support of these local channels by supporting HR 1746.

As always, thank you so much for the all of the work you do on our behalf.

Sincerely,

William C. Jones, III
Mayor, City of El Cerrito



LIVERMORE
CALIFORNIA



RECEIVED

DEC 05 2011

City of El Cerrito
City Clerk

Dear Mayor,

We are four mayors from the cities of Dublin, Livermore, Pleasanton and San Ramon, California. We represent over a quarter of a million people. We believe that local Public, Education and Government (PEG) television stations provide an important service to the community we serve and millions of Americans.

We are asking that you join with us in support of a bi-partisan piece of federal legislation titled the Community Access Preservation Act (CAP Act, HR 1746).

This is not a fiscal bill. PEG channels receive no federal funding. Additionally, PEG channels are in no way related to PBS (Public Broadcasting Service).

PEG channels bring government transparency by televising city council meetings, school board meetings, local emergency information, homework help, supports non-profits, high school sporting events and other local programming not otherwise broadcast on television. They connect residents with their local government in much the same way C-Span connects viewers to activities in Congress.

Due to a lack of adequate federal protection, PEG television was severely affected in twenty-three states that passed statewide/state issued cable franchising laws. These laws have had serious negative consequences for PEG television. One of these is changing the ability to use **already allocated** fees to support ongoing operations. Although these fees continue to be collected from subscribers by the cable operators they are now designated for capital costs only, eliminating the ability to use them for operational overhead. The CAP Act is the congressional remedy for this funding obstacle as it removes the distinction between capital and operational use.

The CAP Act was introduced May 5, 2011 by Congresswoman Tammy Baldwin (D-WI) and Congressman Steven LaTourette (R-OH) and would address the immediate issues facing PEG channels. Here's what the CAP Act will do:

- Remove the distinction between "capital" and "operating" allowing local entities to determine the best use of their PEG support fees.
- Make sure local governments can secure funding for PEG channels in exchange for cable operators' use of public right-of-way. Operators to provide the support required under state

laws, or the support historically provided for PEG, or up to 2% of gross revenue, whichever is greater.

- Make sure cable operators transmit the PEG channels without charge to local government.
- Ensure PEG channels are available to every subscriber. PEG channels to be part of the basic service without additional charge for transmission or rental equipment.

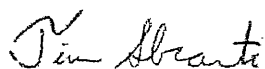
HR 1746 is supported by the National League of Cities, National Association of Counties (NACo), the United States Conference of Mayors, the National Association of Telecommunications Officers and Advisors, American Community Television, as well as several state municipal leagues.

As Republicans and Democrats, we recognize the value of these important television channels and **we urge you to join with us in communicating your support for the CAP Act (HR 1746) by calling or writing your federal and state legislators and asking for their support.** To read the legislation, go to:

[#http://thomas.loc.gov/cgi-bin/query/z?c112:H.R.1746: #](http://thomas.loc.gov/cgi-bin/query/z?c112:H.R.1746:)

Preserving transparency in government, educational broadcasts and other services provided by local PEG channels is important. We thank you for your time and consideration in this matter and look forward to your support.

Sincerely,



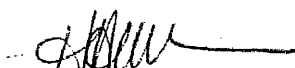
Tim Sbranti
Mayor, Dublin



Marshall Kamena
Mayor, Livermore



Jennifer Hosterman
Mayor, Pleasanton



H. Abram Wilson
Mayor, San Ramon



The Community Access Preservation Act (the CAP Act)

H.R. 1746

Introduced by Congresswoman Tammy Baldwin (D-WI)

Lead Co-Sponsor, Congressman Steven LaTourette (R-OH)

1. It removes the distinction between "capital" and "operating" in PEG support fees.

PEG support fees that are collected from subscribers by the cable operators can only be used for "capital and equipment" and not for operational overhead. The CAP Act will eliminate that part of the Telecommunications Act that prevents PEG centers from using PEG support for their operating expenses. Right now, access centers are closing their doors because even though they receive money for buildings and equipment, they do not have or are losing money for operations. The CAP Act will allow centers to spend the PEG support fees as they see fit to keep the centers open and keep the channels on the air. The CAP Act will save or create over 8,400 jobs nationwide.¹

2. Makes sure local governments can secure funding for PEG channels in exchange for cable operators' use of public rights-of-way and makes sure local government can have PEG channels.

For twenty-seven years, federal law has recognized the importance of allowing local government to ask cable operators for PEG channel funding in exchange for use of local rights of way. The CAP Act restores that ability to local government subdivisions in those states that passed statewide/state-issued franchising laws. The CAP Act provides that PEG channels will receive funding equal up to the historical support it received prior to the damaging statewide/state issued franchising laws²--**OR**--up to the amount that operators are required to pay under the new statewide/state issued franchising laws--**OR** up to 2% of the gross revenue of the cable operator--**whichever is greater**. It also makes sure local government can get a PEG channel if they do not have one, up to three.

3. It makes sure that cable operators transmit the PEG channels without charge to the local government.

This is an important point because in several places cable operators are claiming they can charge local governments for the transmission of the channels. Cable operators are demanding several thousand dollars per year per channel for transmission. This must stop!

4. It makes sure that PEG channels are available on the Basic tier of service and available to all subscribers without need for additional equipment in order to get them.

PEG channels in various states have been moved to the high digital tier, out of reach for those who have Basic cable. The CAP Act ensures that PEG channels will be available to every subscriber without the need for additional equipment. In some places, cable operators are charging five dollars or more per month for this additional equipment. Cable subscribers should have access to PEG programming without having to rent additional equipment.

For more information on the CAP Act, go to American Community Television's website at <http://www.acommunitytv.org> or call 410-992-4976.

¹ Jobs Survey conducted by ACT July 2010

² In states that have passed such laws since 2005.



AGENDA BILL

Agenda Item No. 6

Date: December 19, 2011

To: El Cerrito City Council

From: Garth Schultz, Environmental Analyst
Melanie Mintz, Environmental Services Manager
Karen Pinkos, Assistant City Manager

Subject: Proposed Integrated Waste Management Fees and East Bay Sanitary Commercial & Extra Residential Green Waste Collection & Processing Rates -- Effective January 1, 2012

ACTIONS REQUESTED

1. Conduct a public hearing and upon conclusion adopt a Resolution fixing and setting rates for the Integrated Waste Management (IWM) fee, effective January 1, 2012.
2. Conduct a public hearing and upon conclusion adopt a Resolution setting maximum allowable commercial green waste and extra residential green waste collection and disposal (processing) rates, effective January 1, 2012.

BACKGROUND & ANALYSIS

Integrated Waste Management Fee

In 1990 the City of El Cerrito established the Integrated Waste Management (IWM) fee to cover Integrated Waste Services including the City-run operations of the El Cerrito Recycling Center, curbside collection of recyclable materials, and other waste collection, reduction, recycling and environmental programs operated by the Environmental Services Division (ESD). The IWM fee is collected by East Bay Sanitary Company (EBS) as part of the garbage bills, and are then transferred in whole to the City of El Cerrito's Integrated Waste Services fund. Over the past several years the City Council has considered and adopted several increases to the IWM fee. Prior to 2006 the IWM fee had not been increased in 13 years.

As part of the FY 2011-12 Operating Budget the City Council reviewed and approved a 10-year Financial Plan (Plan) for the IWM fund that includes a projected 5% increase in IWM fee revenue for FY 11-12. Staff is proposing to implement the projected increase, effective January 1, 2012. Though the IWM fund is currently on track to out-perform budget assumptions, uncertainties about the economy, timing for completion of the new Recycling and Environmental Resource Center, and the fact that the adopted 10-year Plan assumed a planned revenue deficit of \$182,568 in FY 11-12, staff is recommending that the Council proceed with the 5% IWM fee increase.

The 10-year Plan balances over- or under- collection of revenues relative to expenses. If the IWM fund does out perform budget assumptions, it will decrease the revenue deficit amount in the current fiscal year, resulting in more favorable revenue-to-expense ratios in the 10-year Plan. Any such changes will be calculated and projected with annual review of the 10-year Plan during the City's annual budget process.

State Requirements for Commercial and Multifamily Recycling in 2012

Unlike past years, wherein IWM fee increases have been applied evenly across all rate classes, staff is proposing to achieve the 5% IWM revenue increase via proportionally smaller increases to residential rates (e.g. 20-gallon, 35-gallon, and 64-gallon garbage containers) and higher increases to commercial bulk refuse rates (e.g. 1 and 2 cubic yard containers). This change in approach for 2012 is attributable to anticipated increases in the amount of commercial recycling that will need to be collected in 2012, due to State passage of AB 341 (Chesbro) which established requirements for minimum commercial recycling participation (including multi-family dwellings greater than 5 units).

Per the requirements of the legislation, which is being implemented by CalRecycle, businesses (including multi-family dwellings) that generate more than four cubic yards of commercial solid waste per week will need to subscribe to recycling service starting July 1, 2012. Initial analysis by ESD staff shows that there are approximately 80 such businesses in El Cerrito, and approximately 37% of those businesses that would be subject to the requirements of AB 341 do not currently participate in the City's recycling program. ESD staff is working to refine these figures and determine how it will accommodate an increase in commercial recycling in 2012. Staff is also planning to provide direct outreach and support to all El Cerrito commercial entities to ensure that they (and the City) will achieve early compliance with the requirements of AB 341.

While staff does not anticipate any changes to operational expenses due to an increased emphasis on commercial recycling collection, outreach, and support, the proportion of staff work that is dedicated to commercial activities compared to residential activities will increase. Furthermore, commercial recycling activities require a higher level of staffing, e.g. more than once per week pick up and a driver plus a helper; this higher level of staffing isn't fully reflected in the current pricing structure. The proposed 2012 IWM fees reflect this change in work-load priorities, while also providing a price signal that will support business interests to reduce, reuse, recycle, or compost their waste. As proposed, the 2012 IWM fees will increase the percentage of commercial IWM fee revenues relative to total IWM fee revenues from 29.6% in 2011 to 31.7% in 2012.

East Bay Sanitary Rate Review and Commercial Green Waste Rates

In contrast to the IWM fee (which the City sets and charges and EBS collects), EBS sets and charges the rates for garbage and green waste collection, and the City authorizes the maximum rates that EBS may charge, pursuant to City of El Cerrito Municipal Code Chapter 8.12. Per agreement between the City and EBS made in 2011, the City is currently conducting a full review of the Company's operations, expenses, revenues and rates. This review is still underway, with anticipated completion in early 2012. As a result of negotiations arising out of the review process, no changes to EBS's regular garbage and green waste collection rates are currently being proposed. Staff will

Agenda Item No. 6

schedule a presentation of the results of the rate review process and negotiations once the process has been completed. It is anticipated that a rate increase, if necessary, will be approximately 1% on EBS's garbage and green waste collection rates.

Per the City's request, EBS has proposed providing daily collection of green waste (including yard debris, food scraps, and other accepted compostable items) from commercial solid waste subscribers, including all businesses (including private schools) and multifamily dwellings over four units. Currently, multiple weekly pickups of green waste are not available to commercial subscribers. This service will be available to businesses who wish to subscribe to this service, with daily pickup available Monday through Friday, starting in January 2012. The green waste material will be collected utilizing existing green waste collection capacity. The rate EBS has proposed includes collection and disposal of acceptable green waste, and is significantly less costly than equivalent garbage collection and disposal rates.

Comparison of Garbage Cart Service and Commercial Green Waste Rates

	Garbage (includes IWM and all processing costs)	Commercial Green Waste (includes green waste processing only)
35-gallon cart (per once weekly pickup)	\$38.10	\$25.22
64-gallon cart (per once weekly pickup)	74.57	48.80

These same rates will also be extended to residential solid waste subscribers (single family and multifamily four units or fewer) who request additional green waste containers, in addition to the single 64 gallon container currently provided to all such subscribers in the existing rates. Additional green waste collection carts for residential subscribers will include once weekly pickup of materials. It is anticipated that both residential and commercial subscribers who participate in green waste collection may be able to reduce the size of their garbage containers.

Change to Environmental Services Division Staffing Model

In conjunction with the proposed IWM fee rate adjustment, ESD staff is requesting City Council authorization to reinstate a Forklift Operator position that was previously included in the Division's position listing in the FY 2008-09 Operating Budget, not filled, and then subsequently removed from the position listing in FY 2010-11. During the time that the Forklift Operator position was included in the Division's position listing, it was intentionally left unfilled because there was uncertainty about what the labor need of the Division would be leading up to, during, and following the construction of the new Recycling and Environmental Resource Center. Since 2009, ESD has utilized temporary labor services to provide needed assistance on commercial recycling routes and in the drop-off recycling operation at the Recycling Center.

In preparation for establishing new and improved drop-off recycling collection operations and programs at the new Center, ESD staff has developed several changes to its staffing model. These include the reinstatement of the Forklift Operator position,

Agenda Item No. 6

filling a vacant entry level Recycling Maintenance Worker position in lieu of filling the recently vacated Lead Worker position, reducing part-time operational labor, and increasing part time customer service labor, all resulting in greater emphasis on customer service and material quality. The new staffing model also includes a change recently implemented by ESD operational staff from a 4 day per week (10 hour shifts) to a 5 day per week (8 hour shifts) schedule. This change improves the Division's ability to operate recycling collection routes and drop-off recycling programs and enables better management of all operators without the need for a Lead Worker position.

Overall, the proposed action to add one full-time position to the Division's head count (an increase from 9 to 10 FTEs) will have no net budget impact in the current fiscal year and will enable the Division to dedicate one full time customer service shift in the public drop-off area at the new Recycling and Environmental Resources Center, seven days a week. Increased on-site customer service presence in the recycling drop-off area is critical to providing programs that collect hard-to-recycle materials such as carpeting, paint, electronics, fluorescent bulbs (and more) at the new facility. Not only will this new approach create a more welcoming, educational, and supportive environment for all drop-off recycling patrons, it will help to reduce material contamination and on site illegal dumping. Additionally (as estimated below) this new staffing model will increase the relative value of recyclable materials collected on site through better front-end management of materials and more back-end capacity to add value through processing (e.g. baling, sorting, etc.). The changes are summarized in the table below:

Annual Labor Costs (includes benefits, taxes, and workers compensation costs)

	Current	Proposed
Lead Worker (currently vacant)	\$93,324	
Entry Level Driver (new hire to fill vacancy)		\$74,127
Weekend attendants (part time labor)	18,063	
Route / yard helper (temporary labor contract)	30,000	
Entry Forklift Operator (additional position)		66,378
Overtime costs savings (due to schedule change)	25,500	20,000
Customer service interns (part time)	34,425	51,638
Labor Cost Subtotal	201,312	212,143
Additional revenue from better material quality (conservative \$200 additional revenue per week)		10,400
Total Budget Impact	\$201,312	\$201,743

FINANCIAL CONSIDERATIONS

The proposed maximum IWM fees to be effective January 1, 2012 are included in Attachment 1. Adoption of the proposed fees will result in *no total change* to monthly solid waste services rates for residential subscribers, and will result in a 2.77 – 2.87% increase in total monthly rates for commercial subscribers. Commercial subscribers who elect to participate in green waste collection will be charged additional rates for that service, but they may be able to offset the additional cost of this service via changes to their garbage service subscription levels.

The request to reinstate the Forklift Operator position (and thereby increase the ESD full time position count from 9 to 10) will have no net budget impact in the current fiscal year. Projections of full-time staffing costs assume hiring at bottom of pay scale. Any future impacts to salary and benefit costs (e.g. COLAs, benefits, merit increases) attributable to this position are assumed to be completely off-set by ongoing savings to overtime costs, increased value of materials and decreased costs of handling contamination and illegal dumping. Staff will include these assumptions in conjunction with the FY 2012-13 budget adoption process.

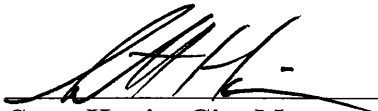
ENVIRONMENTAL CONSIDERATIONS

The services being covered by the proposed 2012 IWM fee and EBS Commercial Green Waste rates will enable El Cerrito to continue to reduce its environmental impact via further reductions in the amount of solid waste sent to landfill. The commercial green waste collection services and rates being proposed will enable diversion of tons of compostable material from landfills. The ability to provide greater on-site customer service at the Recycling and Environmental Resource Center will enable expanded collection of hard-to-recycle materials, including some hazardous waste materials.

LEGAL CONSIDERATIONS

Notices of public hearing were publicly posted per Ordinance 84-5 and Resolution 84-29 on December 6, 2011 and were published in the December 9, 2011 and December 14, 2011 editions of the West County Times.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. 2012 Garbage, Green Waste and Recycling Rates
2. Resolution 2011-XX (IWM Fee)
3. Resolution 2011-YY (EBS Commercial Green Waste Collection Rates)



The City of El Cerrito

2012 Solid Waste Collection, Processing and Disposal Rates

Residential and Commercial Garbage, Green Waste, and Recycling Collection, Processing and Disposal Rates

Garbage Container Size	2012 EBS Collection Rate	2012 IWM Recycling Fee ¹	2012 IRRF Rate ²	2012 Container Rental	2012 Total Monthly Rate	2011 Total Monthly Rate
20 Gallon "Mini-can"	\$ 13.64	\$ 8.54	\$ 4.91	NA	\$ 27.09	\$ 27.09
35 Gallon Cart	21.61	8.64	7.85	NA	38.10	\$ 38.10
64 Gallon Cart	41.58	17.29	15.70	NA	74.57	\$ 74.57
1-yard bulk refuse ³	22.76	12.97	7.34	27.67	214.31	\$ 208.76
2-yard bulk refuse ³	45.53	25.94	14.68	41.35	414.67	\$ 403.57

Dollar Change Over Previous Year

Garbage Container Size	\$ Change in EBS Collection Rate	\$ Change in IWM Fee ¹	\$ Change in IRRF Rate ²	\$ Change in Container Rental	\$ Change in Total Monthly Rate
20 Gallon "Mini-can"	\$ -	\$ 0.17	\$ (0.17)	NA	\$ -
35 Gallon Cart	-	0.27	(0.27)	NA	-
64 Gallon Cart	-	0.55	(0.55)	NA	-
1-yard bulk refuse ³	0.00	1.28	0.00	\$ -	5.55
2-yard bulk refuse ³	0.00	2.56	0.00	-	11.09

Percent Change Over Previous Year

Garbage Container Size	% Change in EBS Collection Rate	% Change in IWM Fee ¹	% Change in IRRF Rate ²	% Change in Container Rental	% Change in Total Monthly Rate
20 Gallon "Mini-can"	0.00%	2.03%	-3.35%	NA	0.00%
35 Gallon Cart	0.00%	3.23%	-3.33%	NA	0.00%
64 Gallon Cart	0.00%	3.29%	-3.38%	NA	0.00%
1-yard bulk refuse ³	0.00%	10.95%	0.00%	0.00%	2.77%
2-yard bulk refuse ³	0.00%	10.95%	0.00%	0.00%	2.87%

¹ Integrated Waste Management (IWM) Fee:

The IWM Fee covers curbside recycling collection for El Cerrito residents and businesses and supports the daily operations of the El Cerrito Recycling Center. The Fee is assessed on each trash container collected by East Bay Sanitary Company.

² Integrated Resource Recovery Facility (IRRF) Rate:

The IRRF Rate, which is set by the West Contra Costa County Integrated Waste Management Board, covers the cost of garbage disposal, green waste processing, and other associated services provided by the West Contra Costa Integrated Waste Management Authority, a.k.a. RecycleMore (www.recyclemore.com).

³ Bulk Refuse Rates (Commercial Subscribers):

Actual monthly bills for bulk refuse collection reflect the container size (in cubic yards), times the 1-yard bulk refuse collection rate plus the 1-yard IWM Fee plus the 1-yard IRRF Rate, times the number of pickups per week, times the number of weeks per year (52) divided by the number of months per year (12), plus the monthly Container Rental. Collection rates for compacted refuse are the same as the rates for bulk refuse collection. Actual bills per pickup of compacted refuse reflect the container size (in cubic yards), times the 1-yard bulk refuse collection rate plus the 1-yard IWM Fee, plus the Per-yard compacted refuse disposal rate (which was last set at \$57.75, effective January 1, 2010).



The City of El Cerrito

2012 Green Waste Collection and Disposal Rates

Green Waste Collection and Disposal Rates for Commercial and Multifamily
(more than four units)

Monthly Rate per Number of Pickups per Week

Green Waste Container Size	1	2	3	4	5
35 Gallon Cart	\$ 25.22	\$ 50.44	\$ 75.66	\$ 100.88	\$ 126.10
64 Gallon Cart	48.80	97.60	146.40	195.20	244.00

Extra Green Waste Collection and Disposal Rates for Single family and Multifamily (four units and fewer)

Monthly Rate per Number of Additional Green Waste Containers (weekly pickup only)

Green Waste Container Size	1	2	3	4	5
35 Gallon Cart	\$ 25.22	\$ 50.44	\$ 75.66	\$ 100.88	\$ 126.10
64 Gallon Cart	48.80	97.60	146.40	195.20	244.00

RESOLUTION 2011-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO FIXING AND
SETTING RATES FOR THE INTEGRATED WASTE MANAGEMENT FEE EFFECTIVE
JANUARY 1, 2012**

WHEREAS, the City of El Cerrito has established an Integrated Waste Management Fee (IWM Fee) for Integrated Waste Management Services provided by the Environmental Services Division (ESD), including operation of the El Cerrito Recycling Center, curbside collection of recyclable materials, and other waste collection, reduction, recycling and environmental programs; and

WHEREAS, the City Council of the City of El Cerrito sets and charges the IWM Fee, and the Fee is collected by East Bay Sanitary Company as part of the garbage bills and transferred in whole to the City of El Cerrito's Integrated Waste Services fund; and

WHEREAS, the City has reviewed and considered financial information as a part of the regular budget process to determine whether an IWM Fee increase is warranted and justified, and has also reviewed the Integrated Waste Service fund 10-year Financial Plan; and

WHEREAS, the City intends to provide improved customer service at the new Recycling and Environmental Resources in part by reinstating a Forklift Operator position within the ESD, without impact to the current fiscal budget or 10-year Plan; and

WHEREAS, the City Council intends to adopt the IWM Fee to be effective January 1, 2012, thus making it possible to keep the ESD's Integrated Waste Management Services as an on-going concern.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of El Cerrito that the monthly rates for the IWM Fee shall be as follows, effective January 1, 2012:

Garbage Container Size	2012 IWM Fees <i>Fees based on Garbage Container Size</i>
20-gallon cart (monthly fee)	\$8.54
35-gallon cart (monthly fee)	8.64
64-gallon cart (monthly fee)	17.29
1-yard bulk refuse (per garbage pickup)	12.97
2-yard bulk refuse (per garbage pickup)	25.94

Agenda Item No. 6
Attachment 2

BE IT FURTHER RESOLVED, that the Environmental Services Division is authorized to reinstate the Forklift Operator position and increase its position listing from 9 to 10 full time employees.

I CERTIFY that at a regular meeting on December 19, 2011, 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 December XX, 2011.

Cheryl Morse, City Clerk

Approved:

William C. Jones III, Mayor

RESOLUTION 2011 – YY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ESTABLISHING MAXIMUM ALLOWABLE COMMERCIAL GREEN WASTE AND EXTRA RESIDENTIAL GREEN WASTE COLLECTION AND DISPOSAL RATES EFFECTIVE JANUARY 1, 2012

WHEREAS, the City of El Cerrito and East Bay Sanitary Company (“Company”) have entered into that certain Franchise Agreement dated September 2, 1997 (as amended, the “Franchise Agreement”); and

WHEREAS, per the City’s request, the Company has proposed rates to provide services for the collection and disposal (composting) of green waste, including yard debris, food scraps, and other accepted compost items as determined by the City, from commercial solid waste service subscribers; and

WHEREAS, commercial solid waste service subscribers include all businesses, multifamily dwellings over four (4) units, and private schools in El Cerrito; and

WHEREAS, this is an optional service being made available to commercial solid waste subscribers for up to five (5) day per week collection, Monday through Friday, starting in January, 2012; and

WHEREAS, the rates for collection of additional green waste containers for residential solid waste service subscribers, which includes single family and multifamily dwellings four (4) units and fewer, above the weekly collection of one (1) 64 gallon green waste container currently provided within the scope of existing collection rates have not previously been set by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the maximum rates that East Bay Sanitary Company may charge for commercial green waste and extra residential green waste collection and disposal services provided by the Company are as follows, effective January 1, 2012:

Commercial and Multifamily (greater than 4 units)

Green Waste Container Size	Pickups per week (Monday through Friday)				
	1	2	3	4	5
35-gallon (monthly rate)	\$25.22	\$50.44	\$75.66	\$100.88	\$126.10
64-gallon (monthly rate)	48.80	97.60	146.40	195.20	244.00

Agenda Item No. 6
Attachment 3

Extra Residential (single family and multifamily 4 units and fewer)

	Weekly collection of additional green waste containers (above weekly collection of one 64 gallon green waste container currently provided at no additional cost to residential subscribers)				
Green Waste Container Size	1	2	3	4	5
35-gallon (monthly rate)	\$25.22	\$50.44	\$75.66	\$100.88	\$126.10
64-gallon (monthly rate)	48.80	97.60	146.40	195.20	244.00

I CERTIFY that at a regular meeting on December 19, 2011, the City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December XX, 2011.

Cheryl Morse, City Clerk

Approved:

William C. Jones III, Mayor



AGENDA BILL

Agenda Item No. 7(A)

Date: December 19, 2011

To: City Council of the City of El Cerrito

From: Lori Treviño, Redevelopment Manager
Hilde Myall, Senior Project Manager, Housing
Dwayne Dalman, Senior Project Manager, Economic Development

Subject: Confirming the Intent to Make the Opt-In Payment for the Voluntary Alternative Redevelopment Program

ACTION REQUESTED

Staff is requesting the City Council adopt a Resolution confirming its intent to make the opt-in payment for the Voluntary Alternative Redevelopment Program (VARP) and its authorization of staff to make the payment on January 15, 2012, contingent on the State Supreme Court ruling that the State's abolition of redevelopment agencies and its establishment of the VARP are both constitutional.

BACKGROUND

On July 29, 2011, the State enacted AB1x26 and AB1x27, which dissolves redevelopment agencies in California and provides for an alternative program that cities can elect to participate in. That participation requires an opt-in payment in FY2011-12 and annual payments thereafter, which in the case of El Cerrito would be \$1,847,232 in 2012, about \$500,000 in FY2012-13, and escalating annually thereafter.

The California Redevelopment Association, League of California Cities and other plaintiffs challenged the legislation as unconstitutional in violation of Proposition 22. The California Supreme Court issued a stay of both pieces of legislation, with the exception of those sections that put redevelopment agencies into suspension, until the court issues a decision on the case, anticipated no later than January 15, 2012, the date on which the first half of the FY2011-12 opt-in payment is due.

The Agency is currently in suspension and the City has taken the actions required under the portions of the legislation that are not stayed, as well as the actions required to opt into the VARP, contingent on it being ruled constitutional by the Court. Specifically, on September 19th, the City Council adopted a resolution expressing non-binding intent to participate in the VARP and conducted the first reading of an ordinance conditionally electing and implementing participation by the City and the Agency in the VARP. The City Council and Redevelopment Agency Board adopted resolutions approving and authorizing execution of an Agency Transfer Payment Agreement between the City and the Agency to fund the opt-in payment. On October 3rd, the City Council conducted the second reading on the contingent opt-in ordinance and it was subsequently enacted as Ordinance No. 2011-04.

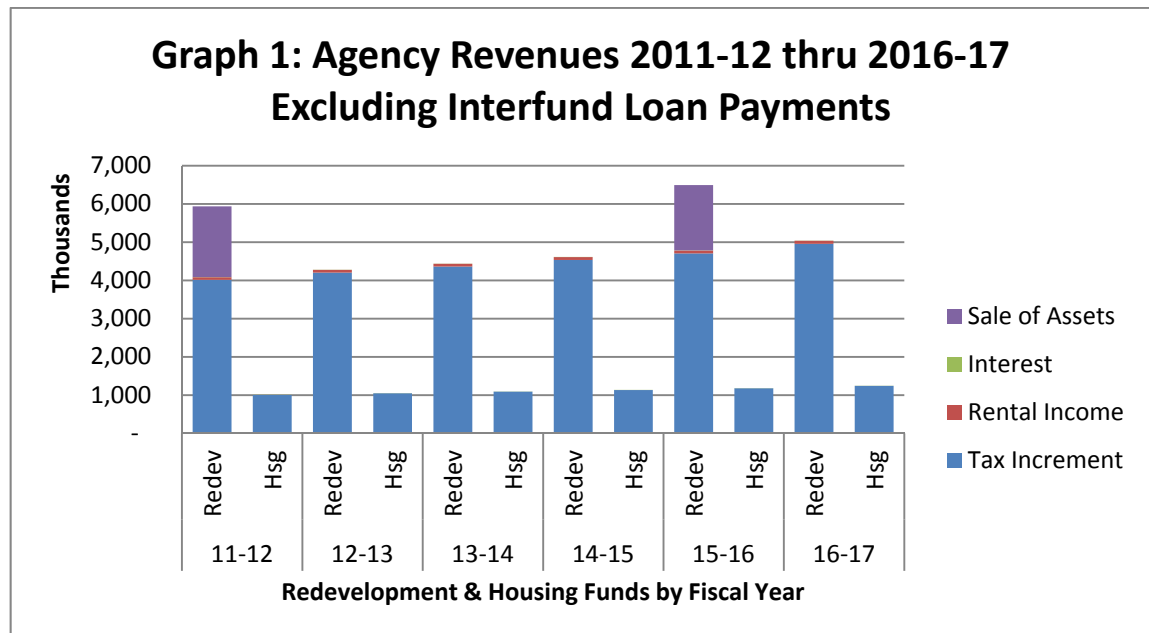
Although no additional action is required by the City Council to opt into the VARP, contingent on the Court ruling, staff wishes to present a summary of redevelopment activities and financial projections under the VARP and to confirm the City Council's intent to make the VARP payment.

ANALYSIS

Each year, the Agency staff prepares a ten-year projection of the Agency finances for inclusion in the Annual Budget. When preparing the Agency's FY2011-12 Budget, there were too many unknowns regarding the Agency's financial situation to complete a useful analysis. Staff has now been able to prepare a baseline projection for financing economic development, redevelopment and affordable housing activities under the VARP. For the purposes of this Report, staff is providing a six-year projection, which is the timeframe in which the ability to fund projects and programs would be most restricted by the VARP payments. Several Agency obligations end in the fifth and sixth year, so the VARP payment would be less restrictive going forward. For the purposes of this analysis, revenue and expense projections for the Agency and the El Cerrito Municipal Services Corporation (MSC) have been combined. Should the Agency be dissolved and the VARP be found unconstitutional, implementation of Agency projects and programs will depend on the defensibility of its Cooperation Agreement with the City and the MSC. That scenario is not covered by these projections.

REVENUES

The Agency receives about \$5 million annually in tax increment, split 80 percent for redevelopment and 20 percent for affordable housing. (This is down from a high of nearly \$5.6 million in FY2007-08.) Graph 1 shows the revenue and split through FY2016-17, which are based on a three percent underlying growth in assessed values and no new development.



Agenda Item No. 7(A)

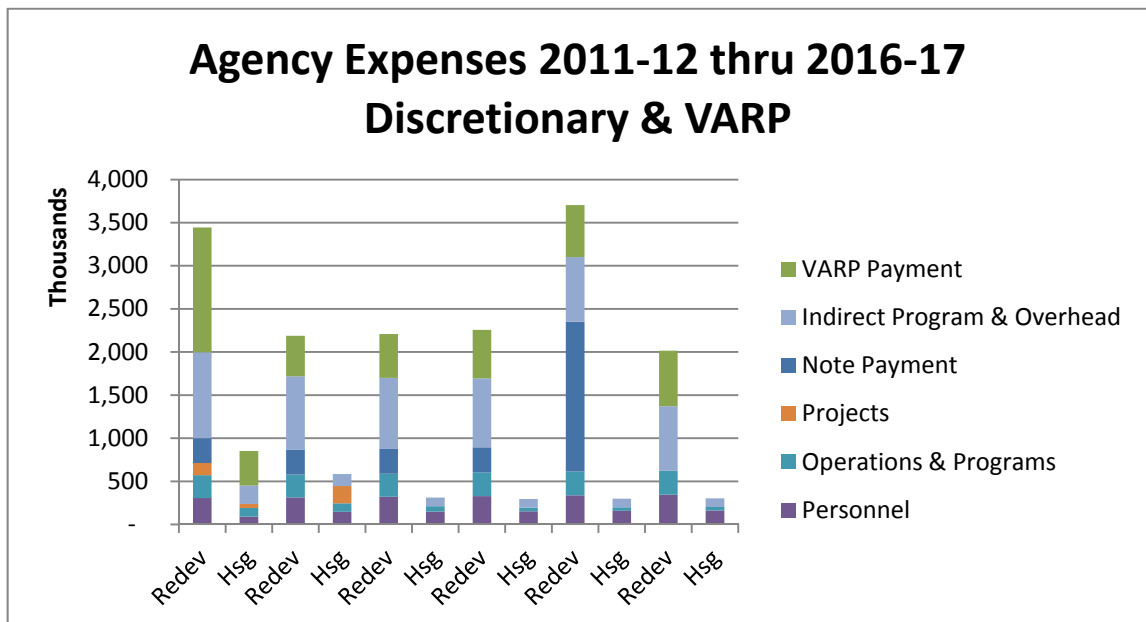
Not included are repayments of loans and advances between the Agency's two funds, as they do not represent revenue to the Agency, but rather cash flow between its two funds. The anticipated payment to the Municipal Services Corporation (MSC) from Property Development Corporation for the right to the Hill Street Parcel is included in FY2011-12.

The Agency's revenues rely on underlying changes in the real estate market, and the Agency can influence the growth of its revenue stream by pursuing new development, whether on privately- or MSC-owned properties. While the decline in tax increment revenue since FY2007-08 had already highlighted the need for near-term disposition and redevelopment of Agency-owned property, the impact of the State takeaways since that time has heightened its importance. As such, also included in the projections is an anticipated sale of the Mayfair Block for development in FY2016-17, a necessary assumption for the Agency to maintain sufficient cash to continue its activities, should property values in the Redevelopment Project Area not rebound in the next few years.

The City will be more able to pursue development if it opts into VARP. (Under the VARP, it may be advantageous to return ownership of MSC-owned vacant land to the Agency, an action staff would evaluate, if necessary.)

EXPENSES

Graph 2 shows the distribution of Agency expenses for redevelopment and housing, excluding debt service, pass-through payments, and inter-fund loan repayments, so that the City Council can see the expenses over which it has influence or discretion and the impact of the VARP payment on discretionary resources.



VARP payments consume a significant amount of Agency resources, nearly forty percent of FY2011-12 annual revenues and about ten percent thereafter. When Agency obligations are excluded from that calculation, the VARP consumes nearly all of the Agency's discretionary revenue for FY2011-12 and the Agency can only continue

Agenda Item No. 7(A)

operations going forward by using the assignment fee being paid by Property Development Centers to make the VARP payment. Making the FY2011-12 payment may require some use of affordable housing funds as permitted by AB1x27 in order to maintain positive cash flow in all funds through FY2016-17, a decision the Council may need to consider in the spring. Note that the projected expenses assume that legislation similar to SB450, which would have limited the amount of housing set-aside funds that could be used for administrative expenses, will be passed in the next year or two, so projected overhead paid to the City's General Fund is dramatically reduced.

For the purposes of this projection, the one-time payment of the Valente note is included in FY2016-17, given that it would be required under the assumed sale of the properties on the Mayfair Block. By taking these various actions to preserve cash flow, the Agency is able to keep the small remainder of available resources for economic, redevelopment and affordable housing projects and programs.

PRIORITY ACTIVITIES

As most fully described in the MSC's and Housing Division's FY2011-12 Annual Budgets, the following are projects and programs that staff will be able to undertake assuming this baseline revenue through FY2016-17, as it pursues the goal of encouraging investment along the San Pablo Avenue corridor. They include:

- Collaborating with Planning staff on completion and adoption of the San Pablo Avenue Specific Plan, based on the transit-oriented development standards and design guidelines identified as enabling development feasibility
- Collaborating with the Building & Planning Division in facilitating economic development opportunities and transit oriented development projects
- Implementing the Del Norte TOD Strategy and San Pablo Avenue Specific Plan, in particular initiating predevelopment activities for transit-oriented development of MSC-owned properties and other transit-oriented sites
- Continuing to work with owners of key properties on San Pablo Avenue for potential development, redevelopment or other improvements to their properties
- Continuing to develop and implement business marketing programs, including updating brochures and website content to support local businesses
- Continuing implementation of the City's business attraction and retention programs to provide shopping and dining opportunities for residents and visitors, and to bolster economic development efforts and City revenues
- Collaborating with Planning, Environmental Services, and Engineering staff on parking standards and programs
- Coordinating with Pleasantown Motion Picture Company on completion of tenant improvements to the Cerrito Theater as provided in the Cerrito Theater Lease Agreement

Agenda Item No. 7(A)

- Funding a small portion of the loan to Eden Housing for pre-development activities of an affordable housing project at 10860 San Pablo Avenue and negotiating a disposition and development agreement for transfer of the property
- Developing an inclusionary housing ordinance
- Continuing to monitor affordable housing in El Cerrito for compliance with existing agreements
- Continuing funding of City activities in support of redevelopment project and programs, as well as overhead expenses

Various projects have been put on hold because of resources being directed towards the VARP payment. Should property values increase at a greater rate than the baseline three percent growth assumed (whether through a return in growth of the Prop 13 inflation factor, turnover of properties, or new development) or other funding sources be secured, the Agency will be able to restore previously funded projects, or add new projects and programs. Those include:

- Pursuing an increased number of development projects with Agency participation, whether financial or other forms of assistance and incentives, through disposition and development agreements, loan agreements, or owner participation agreements
- Reinstating funding of the Commercial Rehabilitation Loan Program with priority given to the southern end of San Pablo Avenue around the Cerrito Theater and El Cerrito Plaza Shopping Center
- Fully funding the Agency's loan commitment to Eden Housing for its senior housing project
- Fully funding the loan commitment to Resources for Community Development for Ohlone Gardens housing project
- Performing an inclusionary housing study, design and implement an inclusionary housing program
- Providing funding to owners of Unreinforced Masonry Buildings to assist in their compliance with the URM ordinance

Should the City Council wish to reprioritize redevelopment, economic development, and affordable housing projects and programs, there will be an opportunity to do so during the upcoming FY2012-13 budget process.

FINANCIAL SUMMARY

Graphs 1 and 2 summarized the projections of revenue and expenses shown in detail in Table 1 below, along with the cash flow that would result. The projections rely on assumptions that allow the Agency to retain a positive net cash flow during the next six years while maintaining the limited projects and programs described above.

Agenda Item No. 7(A)

Table 1: El Cerrito Redevelopment Agency FY2011-12 thru 2016-17
Cash Flow under Voluntary Alternative Redevelopment Program
(Shown in Thousands)

	<u>2011-12</u>		<u>2012-13</u>		<u>2013-14</u>		<u>2014-15</u>		<u>2015-16</u>		<u>2016-17</u>	
	Redev	Hsg	Redev	Hsg	Redev	Hsg	Redev	Hsg	Redev	Hsg	Redev	Hsg
Cash Starting Balance	\$1,099	\$118	\$836	\$63	\$273	\$104	\$147	\$70	\$116	\$56	\$215	\$21
<i>Tax Increment, Rent & Interest</i>	<i>4,086</i>	<i>1,005</i>	<i>4,275</i>	<i>1,052</i>	<i>4,437</i>	<i>1,092</i>	<i>4,610</i>	<i>1,134</i>	<i>4,785</i>	<i>1,178</i>	<i>5,043</i>	<i>1,241</i>
<i>Sale of Assets</i>	<i>1,850</i>	-	-	-	-	-	-	-	<i>1,710</i>	-	-	-
Net Transfers (Loan Pymts)	(406)	406	(181)	181	194	(194)	244	(244)	63	(63)	245	(245)
Funds Available	\$5,529	\$1,411	\$4,093	\$1,233	\$4,631	\$898	\$4,853	\$891	\$6,557	\$1,115	\$5,288	\$996
Debt Service Pymts & Fees	1,368	603	1,418	594	1,464	606	1,517	597	1,600	837	1,688	604
Pass-Thru Pymts & Fees	979	12	1,066	13	1,121	13	1,185	14	1,249	14	1,342	15
Note Payment	288	-	288	-	288	-	288	-	1,738	-	-	-
VARP Payment	1,447	400	471	-	508	-	563	-	602	-	644	-
<i>Projects</i>	<i>141</i>	<i>47</i>	-	<i>200</i>	-	-	-	-	-	-	-	-
<i>Personnel</i>	<i>306</i>	<i>91</i>	<i>313</i>	<i>146</i>	<i>321</i>	<i>149</i>	<i>329</i>	<i>153</i>	<i>337</i>	<i>157</i>	<i>346</i>	<i>161</i>
<i>Operations & Programs</i>	<i>266</i>	<i>99</i>	<i>266</i>	<i>100</i>	<i>266</i>	<i>63</i>	<i>276</i>	<i>41</i>	<i>276</i>	<i>42</i>	<i>276</i>	<i>42</i>
<i>Indirect Program & Overhead</i>	<i>996</i>	<i>214</i>	<i>850</i>	<i>140</i>	<i>825</i>	<i>100</i>	<i>800</i>	<i>100</i>	<i>750</i>	<i>100</i>	<i>750</i>	<i>100</i>
Funds Required	\$5,792	\$1,467	\$4,672	\$1,192	\$4,794	\$932	\$4,958	\$906	\$6,553	\$1,150	\$5,046	\$922
Net Cash Balance	\$836	\$63	\$257	\$104	\$110	\$70	\$42	\$56	\$121	\$21	\$457	\$95

Highlighted on the table are revenues that Agency activities may be able to influence and expenses the Agency would have the discretion to change over the next six years. They are as follows:

- While tax increment revenue growth assumes a baseline three percent growth, staff will pursue development activities, which if successful, would increase assessed values in the Project Area.
- Staff will pursue disposition and development of the Mayfair Block in the near term. That disposition and retiring the related note are assumed in FY2015-16, necessary to maintain a positive cash flow in that year and the following.
- Assumed in FY2011-12 is the use of \$400,000 in housing funds for the initial VARP payment. This is an allowable use of housing funds for the first VARP payment only. At this time, it is assumed for cash flow purposes. As revenue, expense, and cash flow projections are refined, should use of housing funds still appear necessary, staff will return to the City Council to consider the necessary findings prior to the end of the fiscal year.
- Projects in the cash flow projections include 1) \$141,000 to completion of tenant improvements to the Cerrito Theater underway in the current fiscal; 2) \$47,000 to fund a small portion of the loan to Eden Housing for pre-development activities; and 3) \$200,000 to fund a portion of the loan to Eden Housing for the entitlement process, including architecture, environmental review, and Planning and Building fees. Note that those fees would cycle back to the City's General Fund. The Agency may wish to change priorities and fund other efforts.

- Lastly, highlighted are the budgeted amounts for personnel expenses; operations, (for example, consulting contracts, property management, and work supplies); programs listed above, and funds transferred to the City's General Fund for indirect expenses and overhead, all of which the Agency Board can adjust to reflect any changes in priorities.

POTENTIAL DISSOLUTION

Should the Supreme Court ruling instead result in dissolution of the Agency, the City will become a Successor Agency under AB1x26, per a City Council Resolution already adopted, and funding of the Agency's discretionary budget would be at serious risk, if not eliminated. While the City's Redevelopment Plan was adopted by ordinance and would continue to exist, its implementation was assigned to the MSC by way of the Cooperation Agreement. The City Council would need to evaluate the extent to which it would want to defend the Cooperation Agreement for continuation of redevelopment and economic development activities, and also to pursue tax increment funding, which would be subject to the review of the Oversight Committee and the discretion of the County Auditor-Controller for distribution.

All Agency-owned properties but one were conveyed to the MSC for redevelopment purposes. Despite the conveyances being to a private corporation, under dissolution the State still might try to claw back those properties, in order to sell them and transfer the proceeds to other taxing agencies. Therefore, the City Council might also face a decision whether to defend those conveyances, should the State decide to pursue the properties.

Should dissolution occur, the City would need to decide whether to take over the Agency's affordable housing projects and programs or allow them to be assigned to the Housing Authority, as provided by AB1x26, and staff would return with a resolution for the City Council's consideration. Under dissolution, the property conveyed to the City for affordable housing development would not be at risk of State take back, but no further funding would be anticipated for City participation in a project on the property.

CONCLUSION

The State's attempt to eliminate redevelopment agencies and require cities to pay to participate in future revitalization efforts is misguided and illegal. Voters have repeatedly sought to end State raids of local government funds, of which this is just another example.

However, should the Supreme Court rule the legislation constitutional, the City Council has already decided to participate in the State program, though under protest, by adopting the required ordinance. While the City Council needs to take no further action to opt into the VARP, staff is asking for reaffirmation of the decision to opt in and make the first VARP payment on January 15, 2012. There would be a reduction in revenue available for projects, programs, personnel, operations, and the General Fund transfer for indirect expenses and overhead. However, opting in would enable the Agency to continue with projects and programs that, although scaled back, are valuable to the community. It would enable the Agency to continue to pursue development projects that revitalize San Pablo Avenue and increase revenues to the Agency and City.

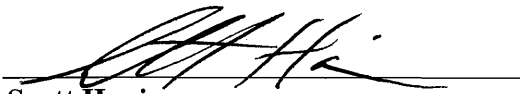
Agenda Item No. 7(A)

Under dissolution of the Agency, whether resulting from a City Council decision not to make a VARP payment or from imposition of agency dissolution by the Supreme Court, the Agency and the City's General Fund would suffer significant revenue losses over many years; possibly eliminate all redevelopment, economic development, and affordable housing efforts; and require the City to actively and forcefully defend the MSC Cooperation Agreement and property conveyances, should it wish to continue implementation of its Redevelopment Plan.

LEGAL CONSIDERATIONS

The City Attorney and Agency Counsel have reviewed this report and the attachments.

Reviewed by:



Scott Hanin

City Manager & Executive Director

Attachments:

1. Resolution of the City Council of the City of El Cerrito Reaffirming its Prior Actions Taken Pursuant to Health and Safety Code Section 34193(b) to Elect and Implement Participation in the Voluntary Alternative Redevelopment Program Payment Plan Pursuant to Part 1.9 of the California Community Redevelopment Law

RESOLUTION NO. 2011-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO REAFFIRMING ITS PRIOR ACTIONS TAKEN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34193(b) TO ELECT AND IMPLEMENT PARTICIPATION IN THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PAYMENT PLAN PURSUANT TO PART 1.9 OF THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; the “Redevelopment Law”), the City Council (the “City Council”) of the City of El Cerrito (the “City”) adopted the Redevelopment Plan for the City of El Cerrito Redevelopment Project Area by Ordinance No. 77-17, on November 28, 1977, as amended by Ordinance No. 80-13, adopted on December 15, 1980; as amended by Ordinance No. 89-5, adopted on July 10, 1989; as amended by Ordinance No. 94-4, adopted on July 25, 1994; as amended by Ordinance No. 2004-3, adopted March 1, 2004; as amended by Ordinance No. 2005-01, adopted March 21, 2005; and as further amended by Ordinance No. 2006-10, adopted November 6, 2006 (the “Redevelopment Plan”); and

WHEREAS, the El Cerrito Redevelopment Agency (the “Agency”) is responsible for implementing the Redevelopment Plan pursuant to the Redevelopment Law; and

WHEREAS, as part of the 2011-12 State budget bill, ABX1 26 (the “Dissolution Act”) and ABX1 27 (the “Voluntary Program Act”; collectively, the “Redevelopment Restructuring Acts”) have been enacted to significantly modify the Redevelopment Law generally as follows:

- the Dissolution Act immediately suspends all new redevelopment activities and incurrence of indebtedness, and dissolves redevelopment agencies effective October 1, 2011; and
- the Voluntary Program Act, through the addition of Part 1.9 to the Redevelopment Law (“Part 1.9”), establishes a voluntary alternative redevelopment program whereby the Agency is authorized to continue to exist upon the enactment of an ordinance by the City to comply with the Voluntary Program Act, including payment of an annual remittance to the County Auditor-Controller (“Continuation Ordinance”); and

WHEREAS, on August 11, 2011, the California Supreme Court (the “Court”) agreed to review the California Redevelopment Association and League of California Cities’ petition challenging the constitutionality of the Redevelopment Restructuring Acts and issued an order granting a partial stay on specified portions of the Redevelopment Restructuring Acts, as modified on August 17, 2011 (the “Stay”), including a stay of the provisions of the Voluntary Program Act; and

WHEREAS, the City has enacted a Nonbinding Resolution expressing its intention to adopt the Continuation Ordinance; and

WHEREAS, the City Council introduced a Continuation Ordinance at its September 19, 2011 meeting and adopted the Continuation Ordinance on October 3, 2011 as Ordinance No. 2011-04, conditioned upon the lifting of the Stay and the Court's determination that the Voluntary Program Act is constitutional; and

WHEREAS, Part 1.9 authorizes the Agency to enter into an agreement with the City whereby the Agency agrees to transfer a portion of its Tax Increment to the City in an amount not to exceed the amount of the City's annual remittance to the County Auditor-Controller ("Agency Transfer Payment Agreement"); and

WHEREAS, the Agency and the City entered into a Agency Transfer Payment Agreement on September 20, 2011, which provides that the Agency Transfer Payment Agreement is immediately binding upon the parties, but the operation of its terms will be conditioned upon the lifting of the Stay and the Court's determination that the Voluntary Program Act is constitutional; and

WHEREAS, the City Council hereby reaffirms that it has enacted Ordinance No. 2011-04 as of October 3, 2011, whereby the City elected to comply with Part 1.9, including the making of the Remittance Payments called for in Section 34194 of the Redevelopment Law in the event that the Supreme Court determines that the Voluntary Program Act is constitutional, and whereby the Agency will no longer be subject to dissolution and the other prohibitions and limitations of Parts 1.8 and 1.85 of the Redevelopment Law as added by the Dissolution Act which Ordinance is conditioned upon the lifting of the Stay and the Court's determination that the Voluntary Program Act is constitutional.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby reaffirms that it has enacted Ordinance No. 2011-4, whereby the City elected to comply with Part 1.9, including the making of the Remittance Payments called for in Section 34194 of the Redevelopment Law in the event that the Supreme Court determines that the Voluntary Program Act is constitutional, and whereby the Agency will no longer be subject to dissolution and the other prohibitions and limitations of Parts 1.8 and 1.85 of the Redevelopment Law as added by the Dissolution Act in the event that the Supreme Court determines that the Voluntary Program Act is constitutional.

BE IT FURTHER RESOLVED, the City Council does not endorse the Redevelopment Restructuring Acts and is taking actions required by those Acts in protest. The Acts constitute another misguided and illegal State budget raid of local government funds that voters have repeatedly sought to end, most recently in November 2010 when an overwhelming 61 percent of voters supported Proposition 22, electing to stop State raids of local government funds, including redevelopment funds, which are generated and intended to be spent locally. The Acts will destroy economic development, affordable housing, and revitalization efforts in El Cerrito.

The above and foregoing resolution was duly and regularly passed and adopted at a meeting by the City Council of the City of El Cerrito on the ____ day of ____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a true and correct copy of the original Resolution on file in the office of the City Clerk of El Cerrito.

Cheryl Morse, City Clerk

Approved:

William C. Jones III, Mayor

2012 COUNCIL LIAISON ASSIGNMENTS			
LEGISLATIVE BODY		2011 Appointee	2012 Appointee
Association of Bay Area Governments (ABAG), General Assembly (Delegate)		Cheng	Cheng
Association of Bay Area Governments (ABAG), General Assembly (Alternate*)		Abelson	Abelson
Contra Costa Transportation Authority (<i>Meets 3rd Wednesday, 6:00 p.m. – Appointed by WCCTAC</i>) (<i>Also on CCTA Admin & Projects Committee, Planning Committee, Technical Coordinating Committee, and Paratransit Coordinating Council</i>)		Abelson	Abelson
League of California Cities East Bay Division (Delegate – <i>Meets monthly in the evening. Also attends Annual League Conference in September</i>)		Abelson	Abelson
League of California East Bay Division (Alternate*)		Cheng	
Contra Costa Mayors' Conference (<i>Meets 1st Thurs, 6:30 p.m.</i>)		Cheng	Jones
Contra Costa County Mayors' Conference (Alternate*)		Jones	Lyman
San Pablo Avenue Area Specific Plan Committee		Benassini/Jones	Benassini/Jones
Tom Bates Regional Sports Field JPA		Jones	Jones
Tom Bates Regional Sports Field JPA (Alternate)		Benassini	Benassini
West County Mayors' & Supervisors' Association (<i>Meets 4th Thurs, 8:00 am</i>)		Cheng	Jones
West County Mayors' & Supervisors' Association (Alternate*)		Jones	Lyman
West Contra Costa Transportation Advisory Committee (Delegate) (<i>Meets last Fri, 8:00 a.m. – Appointment made by CCTA</i>)		Abelson	Abelson
West Contra Costa Transportation Advisory Committee (Alternate*)		Cheng	Cheng
West County Integrated Waste Management Authority (Delegate) (<i>Generally meets one Thurs evening per month, 7:00 p.m.</i>)		Jones	Lyman
West County Integrated Waste Management Authority (Alternate)		Lyman	Jones
Arts & Culture Commission (<i>Meets 3rd Wed, 7:00 pm</i>)		Cheng	Benassini
Crime Prevention Committee (<i>Meets 2nd Wed, 7:00 pm</i>)		Lyman	Jones
Committee on Aging (<i>Meets 3rd Wed, 3:00 pm</i>)		Abelson	Abelson
Design Review Board (<i>Meets 1st Wed, 7:30 pm</i>)		Lyman	Jones
Economic Development Board (<i>Meets Quarterly 1st Thurs, 6:30 pm</i>)		Benassini	Lyman
Environmental Quality Committee (<i>Meets 2nd Tues, 7:00 pm</i>)		Abelson	Abelson
Financial Advisory Board (<i>Meets 2nd Tues, 7:00 pm</i>)		Benassini	Cheng
Human Relations Commission (<i>Meets 1st Wed, 7:00 pm</i>)		Cheng	Cheng
Park and Recreation Commission (<i>Meets 4th Wed, 7:00 pm</i>)		Lyman	Benassini
Planning Commission (<i>Meets 3rd Wed, 7:30 pm</i>)		Jones	Lyman
Municipal Service Corporation Chair		Cheng	Jones
Municipal Service Corporation Vice-Chair		Jones	Lyman
Pension Board Chair (<i>Meets same as Council</i>)		Cheng	Jones
Pension Board (Alternate)		Jones	Lyman
Redevelopment Agency Chair		Abelson	Cheng
Redevelopment Agency Vice-Chair		Lyman	Benassini
Temporary Permits Committee (<i>Inactive</i>)		Cheng	Jones
Underground Utilities Committee (<i>Inactive</i>)		Jones	Jones
Disaster Preparedness Council (Delegate) (<i>Inactive</i>)		Jones	Jones
Disaster Preparedness Council (Alternate) (<i>Inactive</i>)		Cheng	Lyman
Tree Committee (<i>Inactive</i>)		Lyman	Lyman
Commission/Committee Rules Subcommittee		Cheng/Lyman	Cheng/Lyman
Wall of Fame – Ad Hoc Committee – To be assigned upon receipt of a nomination			<i>TBA</i>